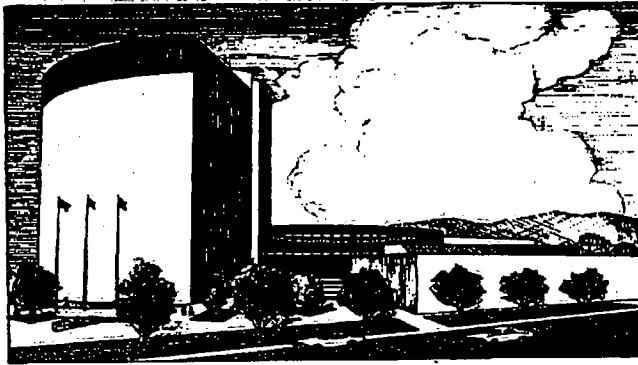




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL Meeting of

SEPTEMBER 15, 2004

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

MAYOR OSCAR B. GOODMAN

(Excused from PM session at 4:45 PM)

COUNCILMAN GARY REESE

MAYOR PRO-TEM

COUNCILMAN LARRY BROWN

COUNCILMAN LAWRENCE WEEKLY

COUNCILMAN MICHAEL MACK

(Excused from PM session at 5:25 PM)

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 RONEMUS, CITY CLERK

☒

☐

☐

☒

☐

☐

☒

☐

☐

☒

☐

☐

☒

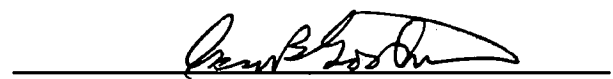
☐

☐

APPROVED BY REFERENCE: December 1, 2004

ATTEST:


CITY CLERK


MAYOR

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

CITY COUNCIL AGENDA

SEPTEMBER 15, 2004

TABLE OF CONTENTS

Ceremonial Matters Pg 1

Business Items Pg 2

CONSENT		DISCUSSION	
Administrative	Pg 2	Administrative	Pg 7
Finance & Business Services	Pg 2 – 4	Business Development	Pg 7
Municipal Court	Pg 4	City Attorney	Pg 8
Neighborhood Services Department	Pg 4	Finance & Business Services	Pg 8
Planning & Development	Pg 5	Planning & Development	Pg 8
Public Works Department	Pg 5 – 6	Resolutions	Pg 9
Resolutions	Pg 6 – 7	Boards & Commissions	Pg 9
Real Estate Committee	Pg 7	Recommending Committee Reports <i>(Bills eligible for adoption at this meeting)</i>	Pg 9
		Recommending Committee Reports <i>(Bills eligible for adoption at a later meeting)</i>	Pg 9
		New Bills	Pg 10

AFTERNOON

Afternoon Session	Pg 10
Hearings	Pg 10
Planning & Development	Pg 10 – 20
Addendum <i>(Item heard by Department)</i>	Pg 20
Citizens Participation	Pg 20



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.

SEPTEMBER 15, 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 BONNIE PAULIE, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF ONE COMMUNITY, ONE BOOK MONTH
- RECOGNITION OF HISPANIC HERITAGE MONTH
- RECOGNITION OF EAGLE SCOUTS FOR OUTSTANDING COMMUNITY SERVICE
- RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 5

BUSINESS ITEMS

1. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time
2. Approval of the Final Minutes by reference of the regular City Council Meetings of June 2, 2004 and June 16, 2004

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

3. Approval of the First Amended and Restatement of the Production and Promotion Agreement between SFX Marketing, Inc. a subsidiary of Clear Channel Entertainment (CCE), and the Commission for the Las Vegas Centennial to provide development, creation, production and promotion of all aspects of the Las Vegas Centennial Celebration - All Wards

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

4. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
5. Approval to provide \$210,000 from the City Facilities Capital Projects Fund (CPF) in additional funding to the City Hall Basement Graphic Arts Remodel project - Ward 5 (Weekly)
6. Approval to transfer \$40,000 in funding from the Public Works Capital Projects Fund (CPF) St. Louis Avenue Beautification project to the Parks and Leisure Activities CPF for the Huntridge Circle Park project for plastering a barrier - Ward 3 (Reese)
7. Approval of a Special Event License for Thai Cultural Art Association of Las Vegas, Location: Charleston Heights Arts Center, 800 Brush Street, Date: September 15, 2004, Type: Special Event Beer/Wine, Event: Thai Performing Arts Appreciation Day 2004, Responsible Person in Charge: Kochasieh Phibulphanuvat - Ward 1 (Moncrief)
8. Approval of a Special Event License for Lady Luck, Location: Lady Luck, 206 North 3rd Street, Dates: September 16-18, 2004, Type: Special Event Beer/Wine, Event: Bikefest Registration, Parking and Shuttle, Responsible Person in Charge: Thomas Dunbar - Ward 5 (Weekly)
9. Approval of a Special Event License for Lady Luck, Location: Lady Luck, 206 North 3rd Street, Date: September 24, 2004, Type: Special Event Beer/Wine, Event: Street Party, Responsible Person in Charge: Thomas Dunbar - Ward 5 (Weekly)
10. Approval of a Special Event License for Chilean American Association, Location: Hills Park, 9100 Hillpointe Road, Date: September 26, 2004, Type: Special Event General, Event: Chilean Independence Day Celebration, Responsible Person in Charge: Patricio Sarnataro - Ward 4 (Brown)
11. Approval of a Special Event License for Southern Nevada Blues Association, Location: Sammy Davis Jr., Plaza, 720 Twin Lakes Drive, Date: October 3, 2004, Type: Special Event Beer/Wine/Cooler, Event: Las Vegas Blues Festival, Responsible Person in Charge: Chere J. Perez - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

12. Approval of a Special Event License for Las Vegas Founders Club, Location: Tournament Players Club at Summerlin, 1700 Village Center Circle, Dates: October 7-10, 2004, Type: Special Event General, Event: Las Vegas Invitational PGA Golf Tournament, Responsible Person in Charge: David Roush - Ward 2 (Wolfson)
13. Approval of a Special Event License for Saint Francis de Sales Catholic Church, Location: 1111 North Michael Way, Church Grounds, Date: October 24, 2004, Type: Special Event General, Event: International Carnival and Bazaar Fundraiser, Responsible Person in Charge: Ed Irigoyen - Ward 5 (Weekly)
14. Approval of a Special Event License for Las Vegas South Sunset Rotary Club, Location: Opportunity Village, 6300 West Oakey Boulevard, Date: November 13, 2004, Type: Special Event General, Event: Mad Hatter's Ball, Responsible Person in Charge: Robert Wood - Ward 1 (Moncrief)
15. Approval of a Special Event License for Ladd Heleloa, Location: Sammy Davis Jr. Plaza, 720 Twin Lakes Drive, Date: September 18, 2004, Type: Special Event Beer/Wine/Cooler, Event: Na Palapalai Hawaiian Concert, Responsible Person in Charge: Ladd Heleloa - Ward 5 (Weekly)
16. Approval of a new Beer/Wine/Cooler On-sale License, Vesci & Vesci, dba New York Pizza and Pasta, 2400 South Jones Boulevard, 13, James J. Vesci and Laura A. Vesci, 100% jointly as husband and wife - Ward 1 (Moncrief)
17. Approval of a new Liquor Caterer License, Bleu Gourmet, LLC, dba Bleu Gourmet, 8751 West Charleston Boulevard, Samuel R. Bailey, Mgr, Mmbr, 35%, Robert L. Bowell, Mgr, Mmbr, 35%, Sandeep Ahuja, Mmbr, 30% - Ward 1 (Moncrief)
18. Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler Off-sale License and a new Restricted Gaming License for 7 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Short Line Operations, LLC, dba Short Line Express Market, Duane L. Shields, Mgr, Ernest A. Becker, Jr., Mgr, Robert M. Morton, II, Mgr, The Ernest A. Becker IV & Kathleen C. Becker Family Trust, Mmbr, 33 1/3%, Ernest A. Becker, Jr., Trustee, Kathleen R. Becker, Trustee, Duane L. Shields & MaryEllen Shields Family Trust, Mmbr, 33 1/3%, Duane L. Shields, Trustee, MaryEllen Shields, Trustee, AMS 1998 Trust, Mmbr, 33 1/3%, Robert M. Morton, II, Trustee, To: Dashmesh Oil Company, dba Dashmesh Gas Station and Market, 6698 Sky Pointe Drive, Gurpreet S. Grewal, Dir, Pres, Secy, Treas, 100% - Ward 6 (Mack)
19. Approval of a new Burglar Alarm Service License, National Alarm Computer Center, Inc., dba National Alarm Computer Center, Inc., 96 Corporate Park, Suite 300, Irvine, California, Stephen B. Baker, VP - California
20. Approval of Change of Location for a Burglar Alarm License, Crime Busters of Nevada, Inc., dba All Secure Alarm Protection, From: 4625 Wynn Road, Suite 101, To: 4780 West Harmon Avenue, Suite 4, David Gross, Pres, 50%, John C. Perdichizzi, Dir, Secy, Treas, 50% - County
21. Approval of a new Locksmith License, Alamo Lock and Key, LLC, dba Alamo Lock and Key, LLC, 1625 Paradise Reef Avenue, Michael R. King, Mgr, Mmbr, 50%, Jo Ann King, Mgr, Mmbr, 50% - North Las Vegas
22. Approval of a new Massage Establishment License, Ronald L. Reed, dba The Right Touch, 1105 South Rainbow Boulevard, Suite 102, Ronald L. Reed, 100% - Ward 1 (Moncrief)
23. Approval of a new Psychic Art and Science License, Sonya Adams, dba Sonya Adams, 1500 East Sahara Avenue, Suite B, Sonya Adams, 100% - Ward 3 (Reese)
24. ABEYANCE ITEM - Preapproval of award of Bid No. 05.1730.09-LED, Modification of Lake Mead Boulevard and Tenaya Way Intersection to the lowest responsive and responsible or best bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Monetary range \$550,000 to \$760,000 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)
25. Approval of award of Bid No. 04.15341.19-LED, City Hall Basement Remodel and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: COBBLESTONE CONSTRUCTION (\$702,670 - City Facilities Capital Projects Fund) - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES DEPARTMENT - CONSENT

26. Approval of issuance of a purchase order for a Mobile Disaster Relief Animal Shelter Clinic - Detention & Enforcement Department - Award recommended to: LA BOIT, INC. (\$111,000 - Multi Purpose Special Revenue Fund)
27. Approval of award of Agreement No. 050030, Business License Tax Audit Consulting Services - Department of Finance and Business Services - Award recommended to: MBIA MUNISERVICES COMPANY (\$100,000 estimated contingency fee)
28. Approval of award of Agreement No. 050061, Electrical Engineering Consulting Services - Department of Field Operations - Award recommended to: HARRIS CONSULTING ENGINEERS, LLC (\$53,845 - General Fund) - Ward 5 (Weekly)
29. Approval of award of Contract No. 050065-LED, Fire Authority Building Maintenance Testing - Department of Field Operations - Award recommended to: ELECTRICAL RELIABILITY SERVICES, INC. (\$36,125 - General Fund)
30. Approval of ratification of a purchase order for emergency security guards for Sky Vue Mobile Home Park, 15 West Owens Ave. - Department of Detention and Enforcement - Award recommended to: GUARDIAN SECURITY (\$32,256 - General Fund) - Ward 5 (Weekly)
31. Approval of issuance of a purchase order for the purchase of Community Emergency Response Team (CERT) backpacks - Department of Fire and Rescue - Award recommended to: SAFETY IMAGES (\$25,875 - Mulit Purpose Special Revenue Fund)
32. Approval of award of Bid No. 04.1730.08-LED, Durango Drive IV, Tropical Parkway to I-215, and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAB CONTRACTORS, INC. (\$4,474,437 - Various Funds) - Ward 6 (Mack)

MUNICIPAL COURT - CONSENT

33. Approval of Interlocal Contract for Electronic Monitoring Services Agreement between the Las Vegas Municipal Court House Arrest Program and the Boulder City Municipal Court

NEIGHBORHOOD SERVICES DEPARTMENT - CONSENT

34. Approval of revising a Rehabilitation Deferred Loan to include refinancing of current mortgages not to exceed \$213,275 in FY 2004 Home Investment Partnership (HOME) funds for Maria Magana at 4005 Via Vaquero Avenue - Ward 1 (Moncrief)
35. Approval of an additional \$225,210 of Community Development Block Grant (CDBG) Construction funds for the completion of the facility expansion of the Smart Start Child Care Center located at 1260 West Owens Avenue - Ward 5 (Weekly)
36. Approval of an allocation in the amount of \$400,000 in FY 2004 Home Investment Partnership (HOME) funds from the Clark County Consortium to be utilized for the City of Las Vegas Homebuyer Downpayment Assistance Program with the following participants: Women's Development Center, Consumer Credit Counseling and East Las Vegas Community Development Corporation to operate their Homebuyer Assistance Programs - All Wards
37. Approval of an Agreement between the Economic Opportunity Board Community Action Partnership and the City of Las Vegas in the amount of \$140,000 to be utilized by the City of Las Vegas Child Care Improvement Grant (CCIG) for childcare providers and to assist the City of Las Vegas Child Care Licensing Division with staff development and other training - All Wards

PLANNING & DEVELOPMENT DEPARTMENT - CONSENT

38. Approval of parcels recommended for disposal at the Fall 2005 Bureau of Land Management Public Land Sale - Wards 4 and 6 (Brown and Mack)
39. Approval of an interlocal agreement between the City of Las Vegas and Clark County for the construction of Pioneer Trail - Wards 1 and 5 (Moncrief and Weekly)

PUBLIC WORKS DEPARTMENT - CONSENT

40. Approval of Seventh Supplemental Interlocal Contract 250g - Alta Drive - Rancho Drive to Union Pacific Railroad (UPRR) Property between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding (\$92,000 - Regional Transportation Commission) - Ward 5 (Weekly)
41. Approval of Interlocal Contract 481 for a City Parkway - D Street Connector Alignment Study between Grand Central Parkway and I-15 between the City of Las Vegas and the Regional Transportation Commission (RTC) (\$100,000 - Regional Transportation Commission) - Ward 5 (Weekly)
42. Approval of Interlocal Contract 482 - Bus Turnout Project FY 2005 between the City of Las Vegas and the Regional Transportation Commission (RTC) (\$500,000 - Regional Transportation Commission) - Ward 3 (Reese)
43. Approval of Fourth Supplemental Interlocal Contract LAS10J98 - Gowan North Channel Alexander Drive to Lone Mountain Road and Lone Mountain Outfall between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase total project funding (\$20,000 - Clark County Regional Flood Control District) - Ward 6 (Mack)
44. Approval to file a Right-of-Way Grant with the Bureau of Land Management for drainage purposes on portions of land lying within the Southwest Quarter of Section 31, Township 19 South, Range 60 East, the North Half of Section 6 and the Northwest Quarter of Section 5, Township 20 South, Range 60 East, Mount Diablo Meridian, generally located on the north and south sides of the Lone Mountain Road alignment, between the Hualapai Way and El Capitan Way alignments, APNs 125-31-401-007, -403-001, -801-002, -804-002, 138-05-101-006, 138-06-201-001, -503-001, -003 and -004 - County (near Ward 6 - Mack)
45. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of Richmond American Homes, owners (north of Centennial Parkway, between Fort Apache Road and Kevin Street, APNs 125-20-401-006, -007, -009; 125-20-403-001, -002, -003, -004; 125-20-402-004 and -005) - County (near Ward 6 -Mack)
46. Approval of an Encroachment Request from Southwest Engineering on behalf of Sky Ridge Limited, owner (Tee Pee Lane at Oso Blanca Road) - Ward 6 (Mack)
47. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of Richmond American Homes, owners (northwest corner of Chieftain Street and Centennial Parkway, APN 125-19-802-012) - County (near Ward 6 - Mack)
48. Approval of an Encroachment Request from MM & K Trust, owner (Tenth Street at Garces Avenue) - Ward 5 (Weekly)
49. Approval of a Construction Management Agreement with TJ Consulting for construction management services on Fire Station No. 8 located at Mojave Road and Harris Avenue, Fire Station No. 47 located at Alta Drive and Carriage Hill Drive and Freedom Park Pool located at Pecos Road and Washington Avenue (\$184,912 - Various Capital Project Funds) -Wards 2 and 3 (Wolfson and Reese)
50. Approval of an Interlocal Agreement 110388 with the Las Vegas Valley Water District for water service at Mirabelli Community Center located at 6200 Hargrove Avenue (\$1,896 - Capital Improvement Projects Fund) - Ward 1 (Moncrief)

PUBLIC WORKS DEPARTMENT - CONSENT

51. Approval of a Designated Services Agreement with Terracon Consultants Inc., for material testing and special inspection services of Mirabelli Community Center Demo and Rebuild located at Elton Avenue and Hargrove Avenue (\$36,742 - Capital Improvement Projects Fund) - Ward 1 (Moncrief)
52. Approval of a First Amendment to a Construction Management Agreement with TJ Consulting for construction management for Washington and Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$92,460 - Capital Project Funds) - Ward 4 (Brown)
53. Approval of a Blanket Services Agreement with Kennedy Jenks Consultant Inc., for the design services of Trails, Trailheads and various amenities (\$500,000 - Southern Nevada Public Lands Management Act) - Ward 6 (Mack)
54. Approval of the installation of Speed Humps on Wilmington Way between Richfield Boulevard and Wyandotte Street (\$7,800 - Neighborhood Traffic Management Program) - Ward 1 (Moncrief)
55. Approval of the installation of Speed Humps on Spencer Street between St. Louis Avenue and Oakey Boulevard (\$7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)
56. Approval of the installation of Speed Humps on Valley Drive between Coran Lane and Lake Mead Boulevard (\$10,400 - Neighborhood Traffic Management Program) - Ward 5 (Weekly)
57. Approval of the installation of Speed Humps on Jo Marcy Drive between Tule Springs Road and Cimarron Road (\$10,400 - Neighborhood Traffic Management Program) - Ward 6 (Mack)
58. Approval of Amendment No. 2 to Highway Agreement No. P624-03-063 with the Nevada Department of Transportation to design and construct road improvements at the Charleston Boulevard/Valley View Boulevard intersection utilizing Federal Safety Funds and Nevada Department of Transportation Funds - Ward 1 (Moncrief)
59. Approval of Bill of Sale 107811 to the Las Vegas Valley Water District (LVVWD) for transfer of ownership of water distribution facilities installed in conjunction with the Rainbow Boulevard Improvements - Northern Section, Rancho Road to Ann Road - Ward 6 (Mack)
60. Approval of Bill of Sale 107046 to the Las Vegas Valley Water District (LVVWD) for transfer of ownership of water distribution facilities installed in conjunction with Special Improvement District No.1478 - Vegas Drive/Owens Avenue, Rancho Drive to Interstate 15 - Ward 5 (Weekly)
61. Approval of a Dedication from the City of Las Vegas, for a portion of the Southeast Quarter of Section 27, Township 20 South, Range 61 East, Mount Diablo Meridian, for rights-of-way located along Veterans Memorial Drive between Washington Avenue and Bonanza Road and Sycamore Lane between Biltmore Drive and Veterans Memorial Drive, APNs 139-27-708-011, 010, 013 and 899-019 - Ward 5 (Weekly)
62. Approval of Amendment No. 1 to Highway Agreement No. P860-03-063 with the Nevada Department of Transportation to design and construct road improvements at the intersection of Charleston Boulevard and Rampart Boulevard/Fort Apache Road - Ward 2 (Wolfson)

RESOLUTIONS - CONSENT

63. R-147-2004 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1503 - Durango Drive Phase IV (Tropical Parkway to Clark County Highway 215) (\$246,727 - Capital Projects Fund/Special Assessments) - Ward 6 (Mack)
64. R-148-2004 - Approval of a Resolution amending Schedules 25-II, 35 MPH Speed Limits, and 25-IV, 45 MPH speed limits, to change the speed limit on Jones Boulevard between Farm Road and Grand Teton Drive from 45 MPH to 35 MPH - Ward 6 (Mack)

RESOLUTIONS - CONSENT

65. R-149-2004 - Approval of a Resolution amending Schedules 25-II, 35 MPH Speed Limits, and 25-IV, 45 MPH Speed Limits, to change the speed limit on Durango Drive between Desert Inn Road and Sahara Avenue from 35 MPH to 45 MPH - Ward 2 (Wolfson)

REAL ESTATE COMMITTEE – CONSENT

66. Approval of an Assignment and Option Agreement with Affordable Housing Resource Council (AHRC) (the Assignor) and Silver Sky Assisted Living Limited Partnership (Assignee) to purchase approximately ten (10) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley, Las Vegas, Nevada for development and construction of a senior assisted living project and senior housing - Ward 2 (Wolfson)
67. Approval of a Grant, Bargain and Sale Deed from Astoria Lone Mountain 30, LLC, to the City of Las Vegas for approximately 21,000 square feet of land in the vicinity of Gilmore Avenue on APN 137-12-201-014 - Ward 4 (Brown)
68. Approval of entering into negotiations with KB Homes to purchase a portion of APN 125-08-401-004 located at Grand Teton Drive and US-95 North from the City of Las Vegas (CLV) - Ward 6 (Mack)
69. Approval of Interlocal Agreement 110273 between the City of Las Vegas and the Las Vegas Valley Water District (LVVWD) for a water line extension on APN 139-27-708-008 commonly known as the Reed Whipple Cultural Center located at 821 North Las Vegas Boulevard - Ward 5 (Weekly)
70. ABEYANCE ITEM - Approval of entering into negotiations with The Shade Tree, Inc., for the purchase of approximately one acre of City land in the vicinity of Owens Avenue and Main Street for an off-site expansion - Ward 5 (Weekly)
71. ABEYANCE ITEM - Approval of entering into negotiations with The Salvation Army for a Purchase Agreement for approximately 3.165 acres of land in the vicinity of Owens Avenue and Main Street for The Salvation Army and HAND Development Company for co-development of an affordable family housing community - Ward 5 (Weekly)
72. Approval of a Lease Agreement with The Salvation Army to provide use of the former Crisis Intervention Center facility located at 1581 North Main Street - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

73. Discussion and possible action regarding the City's role and involvement in the Veteran's Day Parade (\$7,500 – Special Revenue Fund)
74. Report and possible action regarding the Clark County Health District staff presentation concerning West Nile Virus issues in Southern Nevada

BUSINESS DEVELOPMENT - DISCUSSION

75. Report on the New Markets Tax Credit application process and on requests from three community groups to receive participation from the City of Las Vegas in support of their respective applications to the Department of Treasury - Wards 1 and 5 (Moncrief and Weekly)

CITY ATTORNEY - DISCUSSION

76. Discussion and possible action on Appeal of Work Card Denial: Theresa Yvonne Carr, 3255 Epsom Street, Las Vegas, Nevada 89129
77. Discussion and possible action on Appeal of Work Card Denial: James Jason Walker, 3240 Westwind Road, Las Vegas, Nevada 89146

FINANCE & BUSINESS SERVICES DEPARTMENT - DISCUSSION

78. Discussion and possible action regarding a new Psychic Art and Science License, Nina Demetro, dba Psychic World, 1820 Hassett Avenue, Nina Demetro, 100% - Ward 3 (Reese)
79. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Kowloon, LLC, dba Kowloon Cuisine, Yuk S. Wong, Mgr, 60%, Xiao-Yun Zhu, Mgr, 40%, To: Steven, LLC, dba Pho Tien Asian Cuisine, 1750 North Buffalo Drive, Suite 107, Steven Wynn, Mgr, Mmbr, 100% - Ward 4 (Brown)
80. Discussion and possible action regarding Change of Ownership, Location and Business Name for a Tavern License subject to the provisions of the planning codes and Health Dept. regulations, From: Bola III, LLC, dba La Salsa Fresh Mexican Grill, 4949 North Rancho Drive (Non-operational), Lawrence T. Simon, Mgr, Mmbr, and Monica A. Simon, Mgr, Mmbr, 13.77% jointly as husband and wife, Robert H. Whalen, Mgr, Mmbr, 5.3%, Laura A. Cunningham, Mgr, Mmbr, 1.06%, Nevada Franchise, LLC, Mmbr, 79.87%, Lawrence T. Simon, Mgr, Pres, Secy, Treas, SFFG, LLC, Mmbr, 100%, Lawrence T. Simon, Mgr, Pres, Secy, Treas, To: Celebrity Las Vegas, LLC, dba Celebrity Las Vegas, 201 North 3rd Street, Donald D. Troxel, Mgr, Mmbr, 100% (NOTE: Item to be heard in the afternoon session in conjunction with Item 148 - SUP-4739) - Ward 5 (Weekly)
81. Discussion and possible action regarding Approval of Key Employee for a Tavern License and a Restricted Gaming License for 15 slots, Dick's Liquors, Inc., dba Cooler Lounge, 1903 North Decatur Boulevard, Jo Ann Milton, Key Employee - Ward 5 (Weekly)
82. Discussion and possible action regarding a new Burglar Alarm Service License, All Secure, Inc., dba All Secure, Inc., 3904 Wharton Street, Noel Emanuel, Dir, Pres, Secy, Treas, 100% - Ward 6 (Mack)
83. Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License subject to the provisions of the planning and fire codes, Jodi Ann Hazzard, dba Jodi Ann Hazzard, 6848 West Charleston Boulevard, Jodi Ann Hazzard, 100% - Ward 1 (Moncrief)
84. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Class II Secondhand Dealer License subject to the provisions of the fire codes, From: Kid to Kid of Summerlin, LLC, dba Kid to Kid of Summerlin, LLC, Tina M. Vialard, Mmbr, 50%, Jeffrey R. Vialard, 50%, To: Home Planet, Inc., dba Kid to Kid, 8450 West Sahara Avenue, Suite 105, Douglas R. MacPherson, Dir, Pres, 50%, Fumiko MacPherson, Dir, Secy, Treas, 50% - Ward 1 (Moncrief)
85. Discussion and possible action regarding a Six Month Review of a Tavern License and a Restricted Gaming License for 15 slots, Claudio Garcia, dba Sin Fronteras Bar & Nightclub, 1203 East Charleston Boulevard, Suites I and J, Claudio H. Garcia, 100% - Ward 5 (Weekly)
86. ABEYANCE ITEM - Discussion and possible action regarding a Six Month Review of a Tavern License, D. Westwood, Inc., dba Treasures, 2801 Westwood Drive, Ali Davari, Dir, Pres, Treas, 50%, Hassan Davari, Dir, Secy, 50% - Ward 1 (Moncrief)

PLANNING & DEVELOPMENT DEPARTMENT - DISCUSSION

87. Discussion and possible action regarding the population estimates for redistricting - All Wards

RESOLUTIONS - DISCUSSION

88. R-150-2004 - Discussion and possible action regarding a resolution authorizing the Mayor to appoint Directors to the Las Vegas Arts District Development Corporation (LVADDC) and to approve the City of Las Vegas to be designated the Controlling Entity of LVADDC in the Application for New Markets Tax Credits from the Department of Treasury - Ward 1 (Moncrief)

BOARDS & COMMISSIONS - DISCUSSION

89. NEON MUSEUM BOARD OF TRUSTEES: Appointment by the City Council of one Class I City of Las Vegas Trustee, currently filled by Councilman Michael Mack, and one Class III City of Las Vegas Trustee, currently vacant
90. TRAFFIC & PARKING COMMISSION – John J. Phillips, Term Expiration 10-18-2004

RECOMMENDING COMMITTEE REPORTS - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

91. 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
92. Bill No. 2004-60 – Ordinance Creating Special Improvement District No. 1505 - Sierra Oeste Neighborhood Streetlights. Sponsored by: Step Requirement
93. Bill No. 2004-61 – Ordinance authorizing the issuance by the City of Las Vegas, Nevada, of General Obligation (Limited Tax) Medium-Term Recreation Bonds (Centennial Hills Project), Series 2004C in the aggregate principal amount not to exceed \$20,000,000

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

94. Bill No. 2004-62 – Makes adjustments to the types of zoning approval necessary for various land uses. Proposed by: Robert S. Genzer, Director of Planning and Development
95. Bill No. 2004-63 – Provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council, and modifies certain provisions regarding related hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development
96. Bill No. 2004-64 – Modifies the standards for granting a variance application and modifies certain provisions regarding variance hearings and appeals so as to conform to State law. Proposed by: Robert S. Genzer, Director of Planning and Development

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.

- 97. Bill No. 2004-65 – Amends the Supplemental Document to the NFPA 1, Uniform Fire Code, 2003 Edition, regarding the approval of traffic management or calming devices. Proposed by: David L. Washington, Chief, Department of Fire and Rescue
- 98. Bill No. 2004-66 – Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services
- 99. Bill No. 2004-67 – Adjusts the ward boundaries of the City. Proposed by: Bradford R. Jerbic, City Attorney

1:00 P.M. - AFTERNOON SESSION

- 100. 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

- 101. Public hearing to consider the report of expenses to recover costs for the abatement of dangerous building at 410 South 7th Street. PROPERTY OWNER: JOHNNY KIM LARSEN EXEMPT TRUST – Ward 1 (Moncrief)

PLANNING & DEVELOPMENT DEPARTMENT

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

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 102. WATER FEATURE EXEMPTION - DIR-4831 - APPLICANT/OWNER: SIMON CHELSEA LV DEV, LLC - Request for a Water Feature Exemption to allow the operation of four water features for a commercial development located at 777 South Grand Central Parkway. (APN 139-33-710-001), Ward 5 (Weekly). Staff recommends APPROVAL
- 103. 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
- 104. DIRECTOR'S BUSINESS - DIR-5079 - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with Title 19.04.040, Ward 1 (Moncrief). Staff recommends DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

105. RESCIND PREVIOUS ACTION - DIRECTOR'S BUSINESS - PUBLIC HEARING - DIR-3934 - APPLICANT/OWNER: HOWARD HUGHES CORPORATION - Discussion and possible action on A REVISED DEVELOPMENT STANDARDS MANUAL FOR SUMMERLIN, Ward 2 and 4 (Wolfson and Brown). Staff has NO RECOMMENDATION
106. RECONSIDER - DIRECTOR'S BUSINESS - PUBLIC HEARING - DIR-3934 - APPLICANT/OWNER: HOWARD HUGHES CORPORATION - Discussion and possible action on A REVISED DEVELOPMENT STANDARDS MANUAL FOR SUMMERLIN, Ward 2 and 4 (Wolfson and Brown). The Planning Commission (6-0 vote) and staff recommend APPROVAL
107. GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4528 - APPLICANT: SILVER SKY ASSISTED LIVING, LIMITED PARTNERSHIP - OWNER: CITY OF LAS VEGAS - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: MLA (Medium-Low Attached Density Residential) TO: M (Medium Density Residential) on 10.5 acres adjacent to the northeast corner of Roland Wiley Road and Silver Sky Drive (APN 138-28-401-014), Ward 2 (Wolfson). The Planning Commission (4-0-1 vote on a motion for approval) failed to obtain a super-majority, therefore the recommendation is for DENIAL. Staff recommends APPROVAL
108. REZONING RELATED TO GPA-4528 - PUBLIC HEARING - ZON-4529 - APPLICANT: SILVER SKY ASSISTED LIVING, LIMITED PARTNERSHIP - OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: U (Undeveloped) [MLA (Medium-Low Attached Residential) General Plan Designation] TO: R-PD17 (Residential Planned Development - 17 Units Per Acre) on 5.56 acres adjacent to the northeast corner of Roland Wiley Road and Silver Sky Drive (APN 138-28-401-014), Ward 2 (Wolfson). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL
109. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4528 AND ZON-4529 - PUBLIC HEARING - SDR-4752 - APPLICANT: SILVER SKY ASSISTED LIVING, LIMITED PARTNERSHIP - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED THREE-STORY, 90-UNIT, 78,649 SQUARE-FOOT ASSISTED LIVING DEVELOPMENT on 5.56 acres adjacent to the northeast corner of Silver Sky Drive and Roland Wiley Road (APN 138-28-401-014), U (Undeveloped) Zone [MLA (Medium-Low Attached Density Residential) General Plan Designation] [PROPOSED: R-PD17 (Residential Planned Development - 17 Units Per Acre)], Ward 2 (Wolfson). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL
110. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4604 - APPLICANT/OWNER: 600 CASINO CENTER, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and WAIVERS from the Downtown Centennial Plan parking lot screening requirements, parking lot landscaping requirements, and Title 19 perimeter wall and buffer requirements, FOR A PROPOSED PARKING LOT on 0.72 acres adjacent to the southwest corner of Bonneville Avenue and Casino Center Boulevard (APN 139-34-311-043 through 047), C-2 (General Commercial) and R-4 (High Density Residential) Zones under Resolution of Intent to C-2 (General Commercial), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
111. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4657 - APPLICANT: INDIGO ARCHITECTURE, INC. - OWNER: ISHIMARU, LIMITED LIABILITY COMPANY AND DESERT MOUNTAIN ENTERPRISES, INC. - Request for a Site Development Plan Review and a WAIVER from foundation landscaping requirements FOR A PROPOSED 8,400 SQUARE-FOOT OFFICE/RETAIL BUILDING on 0.93 acres adjacent to the north side of Lake Mead Boulevard, approximately 230 feet west of Harbor Island Drive (APN 138-20-611-006), C-1 (Limited Commercial) Zone, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
112. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4726 - APPLICANT: PHD PROPERTIES, INC. - OWNER: CENTENNIAL COURT, LIMITED LIABILITY COMPANY - Request for a Major Amendment to an approved Site Development Plan Review [Z-0074-99(1)] FOR TWO PROPOSED PAD SITES TOTALLING 16,000 SQUARE FEET, WHERE THREE PAD SITES TOTALLING 10,754 SQUARE FEET HAD BEEN APPROVED on 3.56 acres adjacent to the northeast corner of Sky Pointe Drive and Buffalo Drive (APN 125-21-711-004 and 005), C-2 (General Commercial) Zone under Resolution of Intent to T-C (Town Center) and U (Undeveloped) Zone [TC (Town Center) General Plan Designation] under Resolution of Intent to T-C (Town Center), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

113. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4749 - APPLICANT: CITY OF LAS VEGAS - OWNER: UNITED STATES OF AMERICA AND CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 98,000 SQUARE-FOOT LEISURE CENTER on 16.80 acres adjacent to the northwest corner of Buffalo Drive and John Herbert Boulevard (APN a portion of 125-21-701-011, and a portion of 125-21-701-012), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] under Resolution of Intent to C-V (Civic) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
114. SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4750 - APPLICANT: ARNOLD ROSS STALK - OWNER: J & D FINANCIAL SERVICES, INC. - Request for a Site Development Plan Review and Waivers of perimeter and foundation landscaping, building placement, exterior accent strip lighting being within 300 feet of residential property, and parking lot landscaping FOR A PROPOSED 60,000 SQUARE-FOOT COMMERCIAL CENTER on 5.4 acres adjacent to the northwest corner of Fremont Street and 25th Street (APN 139-35-815-002), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL
115. ABEYANCE ITEM - 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
116. ABEYANCE ITEM - 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
117. ABEYANCE ITEM - 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
118. VACATION - PUBLIC HEARING - VAC-4071 - APPLICANT: WRG DESIGN, INC. - OWNER: PALM MORTUARY, INC. - Petition to Vacate Deer Springs Way between Jones Boulevard and Maverick Street; and Maverick Street between Deer Springs Way and Rome Boulevard, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
119. VACATION - PUBLIC HEARING - VAC-4700 - APPLICANT: INVESTORS REALTY GROUP - OWNER: CAMPBELL 2.5, LIMITED LIABILITY COMPANY AND CARL UNGER, ET AL - Petition to Vacate U.S. Government Patent Easements generally located west of Campbell Road, north of Cheyenne Avenue, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
120. VACATION - PUBLIC HEARING - VAC-4707 - APPLICANT/OWNER: L M CLIFF'S EDGE, LIMITED LIABILITY COMPANY - Petition to Vacate U.S. Government Patent Easements generally located east of Puli Drive between Grand Teton Drive and Farm Road, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
121. VACATION - PUBLIC HEARING - VAC-4710 - APPLICANT/OWNER: BACK AAG, LIMITED LIABILITY COMPANY - Petition to Vacate a portion of a twenty-foot (20') wide public sewer easement generally located south of Rancho Drive, east of Decatur Boulevard, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 122.VACATION - PUBLIC HEARING - VAC-4711 - APPLICANT/OWNER: BACK AAG, LIMITED LIABILITY COMPANY, ET AL - Petition to Vacate a twenty-foot (20') wide construction easement generally located south of Rancho Drive, east of Decatur Boulevard, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 123.VACATION - PUBLIC HEARING - VAC-4722 - APPLICANT/OWNER: PULTE HOMES - Petition to Vacate public sewer and drainage easements generally located east of Buffalo Drive, south of Iron Mountain Road, Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL
- 124.VACATION - PUBLIC HEARING - VAC-4737 - APPLICANT: CITY OF LAS VEGAS - OWNER: GRAND CANYON PARTNERS, LIMITED LIABILITY COMPANY - Petition to Vacate a portion of Tee Pee Lane, located approximately 1,350 feet north of Grand Teton Drive, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 125.VACATION - PUBLIC HEARING - VAC-4745 - APPLICANT/OWNER: WARMINGTON HOMES NEVADA - Petition to Vacate a Bureau of Land Management Right-of-Way Grant Easement generally located west of Hualapai Way, south of Alexander Road, Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 126.VACATION - PUBLIC HEARING - VAC-4747 - APPLICANT/OWNER: M T C 118, INC. - Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive, Ward 6 (Mack). The Planning Commission (3-2 vote) and staff recommend APPROVAL
- 127.VARIANCE - PUBLIC HEARING - VAR-4629 - APPLICANT/OWNER: DAY STAR VENTURE, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW AN 11-FOOT REAR SETBACK WHERE 15 FEET IS REQUIRED ON LOT 40; A 10-FOOT REAR, 7-FOOT STREET SIDE, AND 5-FOOT FRONT AND STREET SETBACKS WHERE 15-FOOT REAR, 10-FOOT STREET SIDE AND 10-FOOT FRONT SETBACKS ARE REQUIRED ON LOT 41; AND A 7-FOOT FRONT SETBACK WHERE 10 FEET IS REQUIRED ON LOT 48 in the Day Dawn Fusion Subdivision adjacent to the southeast corner of Fort Apache Road and Alexander Road (APN 138-08-101-001), U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] under Resolution of Intent to R-PD5 (Residence Planned Development - 5 Units per Acre) Zone, Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL
- 128.VARIANCE - PUBLIC HEARING - VAR-4701 - APPLICANT: TERRIBLE HERBST, INC. - OWNER: RANCHO CIRCLE SHOPPING CENTER, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW A PROPOSED 100-FOOT TALL FLAG POLE WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED at 2401 West Bonanza Road (APN 139-29-801-004), C-2 (General Commercial) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (3-1-1 vote) recommends APPROVAL
- 129.VARIANCE - PUBLIC HEARING - VAR-4720 - APPLICANT: ALBERTSONS, INC. - OWNER: FLAMINGO SEC PARTNERS, LIMITED LIABILITY COMPANY - Request for a Variance TO ALLOW 60 PARKING SPACES WHERE 79 SPACES IS THE MINIMUM REQUIRED in conjunction with a proposed retail building (Pharmacy) on 1.43 acres at 4800 West Charleston Boulevard (APN 138-36-804-009), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
- 130.SPECIAL USE PERMIT RELATED TO VAR-4720 - PUBLIC HEARING - SUP-4719 - APPLICANT: ALBERTSONS INC. - OWNER: FLAMINGO SEC PARTNERS, LIMITED LIABILITY COMPANY - Request for a Special Use Permit FOR A PROPOSED GAMING ESTABLISHMENT, RESTRICTED on 1.43 acres at 4800 West Charleston Boulevard (APN 138-36-804-009), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

131. SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-4720 AND SUP-4719 - PUBLIC HEARING - SDR-4718 - APPLICANT: ALBERTSONS, INC. - OWNER: FLAMINGO SEC PARTNERS, LIMITED LIABILITY COMPANY - Request for a Site Development Plan Review and Waivers of Perimeter and Foundation Landscaping Standards, and of Building Placement Standards FOR A PROPOSED SINGLE-STORY, 13,848 SQUARE-FOOT RETAIL BUILDING (PHARMACY) on 1.43 acres at 4800 West Charleston Boulevard (APN 138-36-804-009), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
132. VARIANCE - PUBLIC HEARING - VAR-4733 - APPLICANT: LAMAR ADVERTISING COMPANY - OWNER: D. 2801 WESTWOOD, INC. - Request for a Variance TO ALLOW AN EXISTING 34-FOOT TALL OFF-PREMISE ADVERTISING (BILLBOARD) SIGN TO BE RAISED TO 55 FEET WHERE 40 FEET IS THE MAXIMUM HEIGHT PERMITTED at 2801 Westwood Drive (APN 162-08-604-001), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend DENIAL
133. REQUIRED FIVE-YEAR REVIEW - PUBLIC HEARING - RQR-4264 - APPLICANT: SENSATION SPAS OF NEVADA - OWNER: HOWARD JOHNSON - Required Six Month Review of an approved Special Use Permit (U-0052-02) WHICH ALLOWED AN OPEN AIR VENDING/ TRANSIENT SALES LOT at 3200 North Rancho Drive (APN 138-12-810-005), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL
134. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4541 - APPLICANT/OWNER: CAMINAR - LAS VEGAS - Request for a Special Use Permit FOR A PROPOSED CONVALESCENT CARE FACILITY/NURSING HOME at 2140 Vegas Drive (APN 139-20-802-007), U (Undeveloped) Zone [M (Medium Density Residential) General Plan Designation] under Resolution of Intent to R-2 (Medium-Low Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL
135. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4688 - APPLICANT: SHIPPY, LIMITED LIABILITY COMPANY - OWNER: MEYER & SYLVIA GOLD TRUST - Request for a Special Use Permit FOR A PROPOSED ANIMAL HOSPITAL adjacent to the south side of Charleston Boulevard, approximately 80 feet east of Wilshire Street (APN 163-01-502-002 and 003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
136. SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-4688 - PUBLIC HEARING - SDR-4687 - APPLICANT: SHIPPY, LIMITED LIABILITY COMPANY - OWNER: MEYER & SYLVIA GOLD TRUST - Request for a Site Development Plan Review and a Waiver of building placement standards FOR A PROPOSED SINGLE-STORY 7,000 SQUARE-FOOT COMMERCIAL BUILDING on 0.66 acres adjacent to the south side of Charleston Boulevard approximately 80 feet east of Wilshire Street (APN 163-01-502-002 and 003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
137. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-2848 - REAGAN NATIONAL ADVERTISING ON BEHALF OF C O G III, LIMITED - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed off-premise advertising (billboard) SIGN on a portion of 3.03 acres located at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL
138. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-3394 - LAS VEGAS BILLBOARDS ON BEHALF OF WEST SAHARA ASSOCIATES, LIMITED PARTNERSHIP - Appeal filed by LAS Consulting, Inc. from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northeast corner of Torrey Pines Drive and Sahara Avenue (APN 163-02-816-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

139. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4172 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SHAHRAM AND TAWNIA SHEIKHAN - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 300 South Decatur Boulevard (APN 138-36-601-004), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
140. ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4532 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SAHARA MOHAWK, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE (BILLBOARD) SIGN at 5320 West Sahara Avenue (APN 163-01-804-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
141. ABEYANCE ITEM - 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
142. ABEYANCE ITEM - 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
143. ABEYANCE ITEM - 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
144. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4683 - APPLICANT: REAGAN NATIONAL ADVERTISING OF NEVADA - OWNER: ANER IGLESIAS TRUST - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 840 North Decatur Boulevard (APN 138-30-301-002), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend DENIAL
145. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4689 - SPECIAL USE PERMIT - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: JERRY APPELHANS AND DEBRA TENNARELLO - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1301 North Main Street (APN 139-27-502-007), C-M (Commercial/Industrial) Zone, Ward 5 (Weekly). The Planning Commission (4-1 vote) and staff recommend DENIAL
146. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4690 - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: RICHARD E WILKIE REVOCABLE TRUST - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2001 Western Avenue (APN 162-04-703-010), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
147. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4693 - APPLICANT: ORION OUTDOOR MEDIA - OWNER: THOMAS J. OBATA - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6431 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) recommends DENIAL. Staff recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

148. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4739 - APPLICANT/OWNER: THIRD STREET PROMENADE, LIMITED LIABILITY COMPANY - Request for a Special Use Permit and a Waiver of the 1,500 foot distance separation requirement FOR A PROPOSED 10,000 SQUARE FOOT LIQUOR ESTABLISHMENT (TAVERN) at 201 North Third Street (APN 139-34-510-012), C-2 (General Commercial) Zone, Ward 5 (Weekly). (NOTE: To be heard in conjunction with Morning Session Item 80). The Planning Commission (5-0 vote) and staff recommend APPROVAL
149. SPECIAL USE PERMIT RELATED TO SUP-4739 - PUBLIC HEARING - SUP-4741 - APPLICANT/OWNER: THIRD STREET PROMENADE, LIMITED LIABILITY COMPANY - Request for a Special Use Permit and a Waiver of the 1,500 foot distance separation requirement FOR A 5,500 SQUARE FOOT PROPOSED LIQUOR ESTABLISHMENT (TAVERN) at 207 North Third Street (APN 139-34-510-013), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL
150. SPECIAL USE PERMIT RELATED TO SUP-4739 AND SUP-4741 - PUBLIC HEARING - SUP-4742 - APPLICANT/OWNER: THIRD STREET PROMENADE, LIMITED LIABILITY COMPANY - Request for a Special Use Permit and a Waiver of the 1,500 foot distance separation requirement FOR A PROPOSED 6,000 SQUARE FOOT LIQUOR ESTABLISHMENT (TAVERN) at 207-A North Third Street (APN 139-34-510-013), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL
151. SPECIAL USE PERMIT RELATED TO SUP-4739, SUP-4741 AND SUP-4742 - PUBLIC HEARING - SUP-4743 - APPLICANT: THIRD STREET PROMENADE, LIMITED LIABILITY COMPANY - OWNER: MARILYN L. MILLER - Request for a Special Use Permit and a Waiver of the 1,500 foot distance separation requirement FOR A PROPOSED 4,050 SQUARE FOOT LIQUOR ESTABLISHMENT (TAVERN) at 217 North Third Street (APN 139-34-510-015), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (5-0 vote) and staff recommend APPROVAL
152. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4744 - APPLICANT/OWNER: HUBERT R. POWELL AND RENEE C. RAMBERG - Request for a Special Use Permit FOR A GUEST HOUSE ON A LOT WHOSE WIDTH IS LESS THAN 80 FEET, AND WHICH CONSISTS OF MORE THAN ONE OCCUPANT ROOM, A BATHROOM AND A WALK-IN CLOSET at 2808 Mason Avenue (APN 162-05-514-008), R-1 (Single-Family Residential) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
153. SPECIAL USE PERMIT - PUBLIC HEARING - SUP-4919 - APPLICANT: THE MASSAGE GROUP - OWNER: CITY OF LAS VEGAS REDEVELOPMENT AND FREMONT STREET EXPERIENCE, LLC - Request for a Special Use Permit FOR A PROPOSED MOBILE MASSAGE ESTABLISHMENT, WAIVER OF THE 1,000 FOOT DISTANCE SEPARATION REQUIREMENT FROM ANOTHER MASSAGE ESTABLISHMENT, AND A WAIVER OF THE RESTRICTIONS ON HOURS OF OPERATION within the Fremont Street Experience (APN 139-34-111-064), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-2 vote) and staff recommend APPROVAL. [NOTE: The correct Ward designations are Wards 1 and 5 (Moncrief and Weekly), Ward 5 (Weekly) did not appear on the notifications]
154. ABEYANCE ITEM - 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. [NOTE: This item will be amended to R-PD7 (Residential Planned Development – 7 Units per Acre)]
155. ABEYANCE ITEM - 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

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 156.ABEYANCE ITEM - 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. [NOTE: This item will be amended to 69 lots PROPOSED: R-PD7 (Residential Planned Development - 7 Units per Acre)]
- 157.REZONING - PUBLIC HEARING - ZON-4208 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Rezoning FROM: U (Undeveloped) Zone [TC (Town Center) General Plan Designation] TO: T-C (Town Center) on 29.14 acres adjacent to the southeast corner of North Tee Pee Lane and Severence Lane (APN 125-18-801-006, 008, 013, 014, 015 and 016), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 158.VARIANCE RELATED TO ZON-4208 - PUBLIC HEARING - VAR-4209 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Variance TO ALLOW 0.93 ACRES OF OPEN SPACE WHERE 2.77 ACRES IS THE MINIMUM REQUIREMENT FOR A 168-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 38.66 acres adjacent to the southeast corner of North Tee Pee Lane and Severence Lane (APN 125-18-801-006, 007, 008, 013, 014, 015 and 016), T-C (Town Center) Zone, U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 159.SPECIAL USE PERMIT RELATED TO ZON-4208 AND VAR-4209 - PUBLIC HEARING - SUP-4210 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Special Use Permit TO ALLOW A GATED COMMUNITY WITH PRIVATE STREETS on 38.66 acres adjacent to the southeast corner of North Tee Pee Lane and Severence Lane (APN 125-18-801-006, 007, 008, 013, 014, 015 and 016), T-C (Town Center) Zone, U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 160.VACATION RELATED TO ZON-4208, VAR-4209 AND SUP-4210 - PUBLIC HEARING - VAC-4212 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Petition to vacate U.S. Government Patent Easements generally located south of Severence Lane, west of Tee Pee Lane, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 161.SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4208, VAR-4209 AND SUP-4210 AND VAC-4212 - PUBLIC HEARING - SDR-4214 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Site Development Plan Review FOR A 168-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 38.66 acres adjacent to the southeast corner of North Tee Pee Lane and Severence Lane (APN 125-18-801-006, 007, 008, 013, 014, 015 and 016), T-C (Town Center) Zone and U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 162.REZONING - PUBLIC HEARING - ZON-4699 - APPLICANT: INVESTORS REALTY GROUP - OWNERS: WEILAND TRUST B AND SAN GREGARIO, LIMITED LIABILITY COMPANY - Request for a Rezoning FROM: U (UNDEVELOPED) [O (OFFICE) GENERAL PLAN DESIGNATION] TO: O (OFFICE) on 2.5 acres adjacent to the northwest corner of Cheyenne Avenue and Campbell Road (APN 138-08-401-009), Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 163.REZONING - PUBLIC HEARING - ZON-4746 - APPLICANT/OWNER: JACOB J. KIEFER - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-1 (Single-Family Residential) on 1.45 acres adjacent to the northeast corner of Elkhorn Road and Unicorn Street (APN 125-13-801-011), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

164. REZONING - PUBLIC HEARING - ZON-4755 - APPLICANT: RICHMOND AMERICAN HOMES OF NEVADA, INC. - OWNER: CAN CAN II (KB) TARGETS, LIMITED PARTNERSHIP AND RONALD MICH'L AND CAROLYN MICH'L - Request for a Rezoning FROM: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] TO: R-PD7 (Residential Planned Development - 7 Units per Acre) on 10.57 acres adjacent to the southeast corner of Grand Teton Drive and Durango Drive (APN 125-16-101-001), Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL
165. WAIVER RELATED TO ZON-4755 - PUBLIC HEARING - WVR-4774 - APPLICANT: RICHMOND AMERICAN HOMES OF NEVADA, INC. - OWNER: CAN CAN II (KB) TARGETS, LIMITED PARTNERSHIP AND RONALD MICH'L AND CAROLYN MICH'L - Request for a Waiver of Title 18.12.160 TO ALLOW A 204-FOOT SEPARATION DISTANCE BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED when providing external access from a subdivision to an existing street having a right-of-way width of 60 feet or more, in conjunction with a proposed 74-lot single-family residential development on 10.57 acres adjacent to the southeast corner of Grand Teton Drive and Durango Drive (APN 125-16-101-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: R-PD7 (Residential Planned Development - 7 Units per Acre)], Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL
166. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4755 AND WVR-4774 - PUBLIC HEARING - SDR-4756 - APPLICANT: RICHMOND AMERICAN HOMES OF NEVADA, INC. - OWNER: CAN CAN II (KB) TARGETS, LIMITED PARTNERSHIP AND RONALD MICH'L AND CAROLYN MICH'L - Request for a Site Development Plan Review and a Waiver of the Perimeter Landscape Standards FOR A PROPOSED 74-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 10.57 acres adjacent to the southeast corner of Grand Teton Drive and Durango Drive (APN 125-16-101-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] [PROPOSED: R-PD7 (Residential Planned Development - 7 Units per Acre)], Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL
167. REZONING - PUBLIC HEARING - ZON-4216 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Rezoning FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: T-C (Town Center) on 17.66 acres adjacent to the northwest corner of Deer Springs Way and Fort Apache Road (APN 125-19-602-001, 003 thru 011), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
168. VACATION RELATED TO ZON-4216 - PUBLIC HEARING - VAC-4218 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Petition to Vacate U.S. Government Patent Easements generally located south of Dorrell Lane, west of Chieftain Street, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
169. SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-4216 AND VAC-4218 - PUBLIC HEARING - SDR-4220 - APPLICANT/OWNER: PARDEE HOMES OF NEVADA - Request for a Site Development Plan Review FOR A PROPOSED 92-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 17.66 acres adjacent to the northwest corner of Deer Springs Way and Fort Apache Road (APN 125-19-602-001, 003 thru 011), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center) Zone], Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL
170. ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4542 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: ML (Medium-Low Density Residential) TO: MLA (Medium-Low Attached Density Residential) on 3.58 acres adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
171. ABEYANCE ITEM - REZONING RELATED TO GPA-4542 - PUBLIC HEARING - ZON-4543 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request for a Rezoning FROM: R-1 (Single-Family Residential) TO: R-PD9 (Residential Planned Development - 9 Units Per Acre) on 3.58 acres adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

- 172.ABEYANCE ITEM - VARIANCE RELATED TO GPA-4542 AND ZON-4543 - PUBLIC HEARING - VAR-4547 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request for a Variance TO ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT ON 3.58 ACRES WHERE 5.00 ACRES IS THE MINIMUM REQUIRED adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), R-1 (Single-Family Residential) Zone [Proposed: R-PD9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 173.ABEYANCE ITEM - VARIANCE RELATED TO GPA-4542, ZON-4543 AND VAR-4547 - PUBLIC HEARING - VAR-4572 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request for a Variance TO ALLOW 12,000 SQUARE FEET OF OPEN SPACE WHERE 25,870 SQUARE FEET IS THE MINIMUM REQUIRED on 3.80 acres adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), R-1 (Single-Family Residential) Zone, [Proposed: R-PD9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
- 174.ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4542, ZON-4543, VAR-4547 AND VAR-4572 - PUBLIC HEARING - SDR-4545 - APPLICANT: JOEL ARMSTRONG - OWNER: CLARK COUNTY - Request for a Site Development Plan Review FOR A PROPOSED 35-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 3.58 acres adjacent to the southeast corner of Lamb Boulevard and Bingham Avenue (APN 140-29-401-005 and 006), R-1 (Single-Family Residential) Zone [Proposed: RPD-9 (Residential Planned Development - 9 Units per Acre)], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommend APPROVAL
- 175.GENERAL PLAN AMENDMENT - PUBLIC HEARING - GPA-4535 - APPLICANT: BLUE HERON PROPERTIES - OWNER: W. M. LAND DEVELOPMENT - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: DR (Desert Rural Density Residential) TO: L (Low Density Residential) on 4.75 acres adjacent to the southeast corner of Buffalo Drive and Del Rey Avenue (APN 163-03-201-001 and 002), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 176.VARIANCE RELATED TO GPA-4535 - PUBLIC HEARING - VAR-4536 - APPLICANT: BLUE HERON PROPERTIES - OWNER: W. M. LAND DEVELOPMENT - Request for a Variance TO ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT ON 4.75 ACRES WHERE 5.00 ACRES IS THE MINIMUM REQUIRED adjacent to the southeast corner of Buffalo Drive and Del Rey Avenue (APN 163-03-201-001 and 002), R-E (Residence Estates) Zone [Proposed: R-PD5 (Residential Planned Development - 5 Units per Acre)], Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 177.REZONING RELATED TO GPA-4535 AND VAR-4536 - PUBLIC HEARING - ZON-4537 - APPLICANT: BLUE HERON PROPERTIES - OWNER: W. M. LAND DEVELOPMENT - Request for a Rezoning FROM: R-E (Residence Estates) TO: R-PD5 (Residential Planned Development - 5 Units per Acre) on 4.75 acres adjacent to the southeast corner of Buffalo Drive and Del Rey Avenue (APN 163-03-201-001 and 002), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
- 178.WAIVER RELATED TO GPA-4535, VAR-4536, ZON-4537 AND VAR-4538 - PUBLIC HEARING - WVR-4748 - APPLICANT: BLUE HERON PROPERTIES - OWNER: W. M. LAND DEVELOPMENT - Request for a Waiver of Title 18.12.100 TO ALLOW A 33-FOOT PRIVATE STREET WHERE 39 FEET IS THE MINIMUM REQUIRED FOR PRIVATE STREETS WITH ROLLED CURBS on 4.75 acres adjacent to the southeast corner of Buffalo Drive and Del Rey Avenue (APN 163-03-201-001 and 002), R-E (Residence Estates) Zone [Proposed: R-PD5 (Residential Planned Development - 5 Units per Acre)], Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT DEPARTMENT – DISCUSSION

179. SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-4535, VAR-4536, ZON-4537, VAR-4538 AND WVR-4748 - PUBLIC HEARING - SDR-4539 - APPLICANT: BLUE HERON PROPERTIES - OWNER: W. M. LAND DEVELOPMENT - Request for a Site Development Plan Review FOR A PROPOSED 24-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 4.75 acres adjacent to the southeast corner of Buffalo Drive and Del Rey Avenue (APN 163-03-201-001 and 002), R-E (Residence Estates) Zone [Proposed: R-PD5 (Residential Planned Development - 5 Units per Acre)], Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL
180. 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

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 **9th** day of **September, 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 **15th day of September, 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

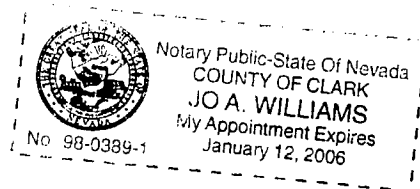
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

10th day of SEPTEMBER, 2004

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



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

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: SEPTEMBER 15, 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 BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
- PLEDGE OF ALLEGIANCE

MINUTES:

PRESENT: MAYOR GOODMAN (excused from the afternoon session at 4:45 p.m.) and COUNCILMEMBERS REESE, BROWN, WEEKLY, MACK (excused from the afternoon session at 5:25 p.m.), 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

(9:05 – 9:06)

1-1

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

(9:06 – 9:07)

1-21

MAYOR GOODMAN led the audience in the Pledge.

(9:07 – 9:08)

1-46

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 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:

Submitted at meeting: copy of Employee of the Month Certificate for Nathan Pechacek

MOTION:

None required. A presentation was made.

MINUTES:

CHIEF DAVID WASHINGTON and ASSISTANT CHIEF EUGENE CAMPBELL of Las Vegas Fire and Rescue joined MAYOR GOODMAN to recognize CAPTAIN NATHAN PECHACEK as September's Employee of the Month for his devotion to various local community efforts, including Mothers Against Drunk Drivers, United Blood Services, and Firefighters of Southern Nevada Burn Foundation. The Mayor said that CAPTAIN PECHACEK is an outstanding example for many people, especially those who work with him.

CAPTAIN PECHACEK was very grateful for this recognition. He said that he gives back to the community every chance he gets, because four years ago the community came together and saved his life by giving a total of 63 units of blood.

CHIEF WASHINGTON commended CAPTAIN PECHACEK for his outstanding professionalism and for being a great employee. ASSISTANT CHIEF CAMPBELL commented that recognition of CAPTAIN PECHACEK was warranted because of everything he does for the community and the firefighters.

(9:08 – 9:12)



Nathan Pechacek

September 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, appearing to read "Oscar Goodman".

MAYOR

A handwritten signature in black ink, appearing to read "Douglas Selby".

CITY MANAGER

A handwritten signature in black ink, appearing to read "Elizabeth F. Smith".

DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF ONE COMMUNITY, ONE BOOK MONTH

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

1. Submitted at meeting: folder containing two posters, leaflet, Resource Guide, and press release promoting One Community, One Book Month
2. Submitted at meeting: copy of Proclamation proclaiming October 2004 as One Community, One Book Month

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward DAN WALTERS, Executive Director of the Las Vegas-Clark County Library District for this matter. The Mayor mentioned that for the first time the Library District has launched the reading program "One Community, One Book" to promote the simple pleasures of reading. The goal is to have the entire community read one book at the same time to bring a diverse community together. MAYOR GOODMAN proclaimed October as One Community, One Book Month.

MR. WALTERS said that the book Fahrenheit 451 was chosen for this month all across the Country. Hopefully, this program will promote dialogue throughout all communities. He noted that the Library offers adult literacy education classes in English and Spanish. He expressed his appreciation to the Mayor and Council for their leadership in promoting leadership and freedom of speech.

(9:12 – 9:17)

1-210

Proclamation

From the office of the Mayor

- Whereas;** libraries enable the people of Las Vegas to pursue lifelong learning through responsive collections, electronic resources and innovative services; and
- Whereas;** libraries are the cornerstones of our diverse communities where people can experience personal enrichment and connect with one another; and
- Whereas;** the citizens of Las Vegas recognize the importance of reading as an activity and a key to the community's well-being and quality of life; and
- Whereas;** the Las Vegas-Clark County Library District has initiated *One Community, One Book*, the City's first community-wide reading program, to encourage people to enjoy the simple pleasure of reading; and
- Whereas;** the Las Vegas-Clark County Library District has initiated *One Community, One Book*, and the concept that reading and discussing one great book brings a diverse community together adding richness and depth to the experience of reading; now
- Therefore;** I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM OCTOBER, 2004, TO BE:

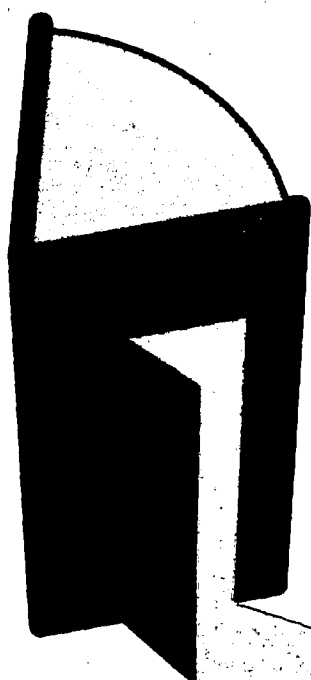
One Community, One Book Month

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO READ *FAHRENHEIT 451* BY RAY BRADBURY AT THE SAME TIME, PROVOKING DISCUSSION AMONG CO-WORKERS, FRIENDS AND FAMILY.

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 15TH DAY OF SEPTEMBER, 2004.




HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

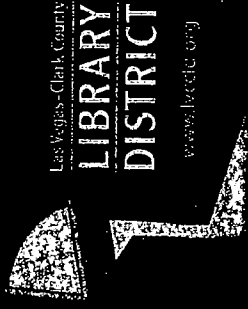


Las Vegas-Clark County

LIBRARY
DISTRICT

www.lvccld.org





Daniel L. Walters
Executive Director
838 Las Vegas Blvd. N.
Las Vegas, NV 89101
Phone 702.507.3610
Fax 702.587.3509
waltersd@lvcclid.org

Mission Statement

We enable the people of our community to pursue lifelong learning through our responsive collections, electronic resources and innovative services. Our inviting public libraries are the cornerstones of our diverse communities where children and adults can experience personal enrichment and connect with one another.

September 25 - October 2

Celebrate Your Freedom to Read



Observed since 1982, the message of Banned Books Week is more than the freedom to choose or the freedom to express one's opinion. It's the importance of ensuring the availability of those viewpoints, even those that are unorthodox or unpopular, to all who wish to read them.

Why is it called Banned Books Week when the majority of books are challenged instead of banned? The primary reason is because a challenge is an attempt to ban or restrict materials and that a successful challenge would result in materials being banned or restricted.

The positive message of Banned Books Week is that due to the commitment of librarians, teachers, parents, students and other concerned citizens, most challenges are unsuccessful and most materials are retained in school curriculums or library collections.

The following books were the most frequently challenged in 2003 reflect a wide variety of themes. The books, in order of most frequently challenged are:

1. *Alice series*, by Phyllis Reynolds Naylor, for sexual content, using offensive language, and being unsuited to age group.
2. *Harry Potter series*, by J.K. Rowling, for its focus on wizardry and magic.
3. *Of Mice and Men* by John Steinbeck, for using offensive language.
4. *Arming America: The Origins of a National Gun Culture* by Michael A. Bellesiles, for inaccuracy.
5. *Fallen Angels* by Walter Dean Myers, for racism, sexual content, offensive language, drugs and violence.
6. *Go Ask Alice* by Anonymous, for drugs.
7. *It's Perfectly Normal* by Robie Harris, for homosexuality, nudity, sexual content and sex education.
8. *We All Fall Down* by Robert Cormier, for offensive language and sexual content.
9. *King and King* by Linda de Haan, for homosexuality.
10. *Bridge to Terabithia* by Katherine Paterson, for offensive language and occult/satanism.

Off the list this year, but on the list for several years past, are:

1. *I Know Why the Caged Bird Sings* by Maya Angelou, for sexual content, racism, offensive language, violence and being unsuited to age group
2. *Captain Underpants* by Dav Pilkey, for insensitivity and being unsuited to age group
3. *The Adventures of Huckleberry Finn* by Mark Twain, for racism, insensitivity and offensive language.

The most frequently challenged authors in 2003 were Phyllis Reynolds Naylor, J. K. Rowling, Robert Cormier, Judy Blume, Katherine Paterson, John Steinbeck, Walter Dean Myers, Robie Harris, Stephen King, and Louise Rennison.

Please note that the most frequently challenged authors may not appear in the list of most frequently challenged books. For example, if everyone of Judy Blume's books was challenged-but only once-not one of her books would make the top 10 list, but she herself would make the most challenged author list. Five of Judy Blume's books are on the list of "The 100 Most Frequently Challenged Books": *Forever* (8), *Blubber* (32), *Deenie* (46), *Are You There, God? It's Me, Margaret* (62), and *Tiger Eyes* (78).

Here are some web sites that deal with the issue of censorship, book banning and book removal:

American Booksellers Foundation for Free Expression:
www.abffe.org/

American Library Association, Banned Books Week:
www.ala.org/lbbooks

Banned Books On-line:
<http://digital.library.upenn.edu/books/banned-books.html>

The Censorship Pages
<http://www.booksatoz.com/censorship/index.htm>

Censored:
<http://www.georgesuttle.com/censorship/index.html>

Comic Book Legal Defense Fund:
www.cbldf.org/

Free Expression Clearing House:
www.freeexpression.org/

**Freedom Forum 1st Amendment
Center at Vanderbilt University:**
www.freedomforum.org/

Freedom to Read Foundation:
www.ftrf.org/

Kidspeak:
www.kidspeakonline.org/

Loyola University Chicago Libraries:
<http://libraries.luc.edu/about/exhibits/banned/index.shtml>

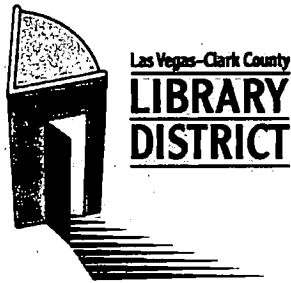
National Coalition Against Censorship:
www.ncac.org/

Yahoo's page for Banned Books:
**[http://dir.yahoo.com/Arts/Humanities/
Literature/Banned-Books/](http://dir.yahoo.com/Arts/Humanities/Literature/Banned-Books/)**

Las Vegas-Clark County
**LIBRARY
DISTRICT**

www.lvccld.org

Proud Recipient of
Gale/Library Journal's 2003
"Library of the Year" Award



PRESS RELEASE

FOR IMMEDIATE RELEASE

Date: August 31, 2004

**Contact: Patricia Marvel, 507-3613
Director of Marketing and Community Relations**

**Karen Bramwell Thomas, 507-3562
Public Relations Manager**

LIBRARY DISTRICT PRESENTS FIRST "ONE COMMUNITY, ONE BOOK"

Mayor Oscar B. Goodman to kick off inaugural program

Las Vegas, NV—Las Vegas-Clark County Library District is launching the community's first annual citywide book initiative, One Community, One Book, a concept in which reading and discussing one great book brings a diverse community together.

Mayor Oscar B. Goodman will kick off the program during Banned Book Week, September 25-October 2, at the program "You Can't Read That:" An Evening with Banned Books on Thursday, September 30, at 7 p.m. in the Clark County Library Theater, 1401 E. Flamingo Road. Mayor Goodman will introduce the book and read an excerpt from *Fahrenheit 451* by Ray Bradbury, the 2004 One Community, One Book selection.

"You Can't Read That" celebrates the freedom we enjoy to read the books we choose to read and consists of brief readings by invited guests from books that have been banned or challenged. Alan Lichtenstein, general counsel for the American Civil Liberties Union of Nevada will emcee the event. All attendees will receive a ticket to be eligible for a drawing to be held that evening to win an autographed copy of the book by the author Ray Bradbury.

-more-

One Community, One Book program continues through National Reading Group Month, October 1-31. To participate, pick up a copy of *Fahrenheit 451* at your local library or at Borders or Barnes & Noble bookstores. You may also participate in the program on-line through www.lvccld.org. Read the book and share your thoughts by responding to book discussion group questions. You could win an autographed copy of *Fahrenheit 451*.

Special scheduled events for One Community, One Book include a film version of the novel directed by Francois Truffaut and starring Julie Christie and Oskar Werner, shown at the following locations:

October 6 • 7 p.m. • Sahara West Library, 9600 W. Sahara Ave., 507-3630
October 7 • 6:30 p.m. • Las Vegas Library, 833 Las Vegas Blvd. No., 507-3500
October 17 • 2 p.m. • Whitney Library, 5175 E. Tropicana Ave., 507-4010
October 18 • 7 p.m. • Clark County Library, 1401 E. Flamingo Rd., 507-3400
October 19 • 5 p.m. • Enterprise Library, 25 E. Shelbourne Ave., 507-3760
October 21 • 6 p.m. • Spring Valley Library, 4280 S. Jones Blvd., 507-3820
October 26 • 6 p.m. • West Las Vegas Library, 951 W. Lake Mead Blvd., 507-3980
October 30 • 2 p.m. • West Charleston Library, 6301 W. Charleston Blvd., 507-3940

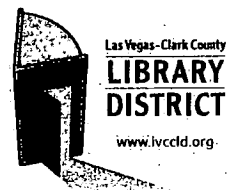
Book discussion group meetings are scheduled to specifically talk about the themes and ideas in *Fahrenheit 451* with your friends, family and co-workers. A Spanish-speaking group will be held at the Spring Valley Library, and at the following locations:

October 5 • 2 p.m. • Spring Valley Library, 4280 S. Jones Blvd., 507-3830 (Spanish Speaking)
October 7 • 2 p.m. • Green Valley Library, 2797 N. Green Valley Pkwy., 507-3790
October 7 & 21 • 7 p.m. • Clark County Library, 1401 E. Flamingo Rd., 507-3400
October 12 • 7 p.m. • West Las Vegas Library, 951 W. Lake Mead Blvd., 507-3980
October 14 • 7 p.m. • Sunrise Library, 5400 Harris Ave., 507-3900
October 16 • 10:30 a.m. • Summerlin Library, 1771 Inner Circle Dr., 507-3860
October 19 • 7 p.m. • Enterprise Library, 25 E. Shelbourne Ave., 507-3760
October 20 • 7 p.m. • Whitney Library, 5175 E. Tropicana Ave., 507-4010
October 21 • 6 p.m. • Spring Valley Library, 4280 S. Jones Blvd., 507-3820
October 21 • 7 p.m. • Las Vegas Library, 833 Las Vegas Blvd. No., 507-3500
October 27 • 7 p.m. • Rainbow Library, 3150 N. Buffalo Dr., 507-3710
October 28 • 7 p.m. • Sahara West Library, 9600 W. Sahara Ave., 507-3630

Copies of *Fahrenheit 451* and Resource Guides are available in English and Spanish at any Las Vegas-Clark County Library District branch or at your local bookstore. The Resource Guide is also available on-line.

For more information call 734-READ or visit www.lvccld.org.

###



734-READ

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐

CONSENT

☐

DISCUSSION

SUBJECT:
CEREMONIAL:

RECOGNITION OF HISPANIC HERITAGE 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 proclaiming 9/15 –10/15/2004 as Hispanic Heritage Month with special tribute to Oscar Benavidez, the Consul General of El Salvador
2. Submitted at meeting: copy of Proclamation proclaiming 9/15 –10/15/2004 as Hispanic Heritage Month with special tribute to Berenice Rendon, the Consul of Mexico

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN REESE said that from September 15 to October 15 Las Vegas celebrates Hispanic Heritage and, in many ways, the City's own heritage. This month long celebration recognizes the many contributions of Latinos to life in the United States and Las Vegas. This celebration includes several important days, such as 9/15 – Independence Day for Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua; 9/16 – Independence Day for Mexico; 9/18 – Independence Day for Chile; and 10/12 – Día de La Raza.

COUNCILMAN REESE said that he feels very fortunate to represent a ward with a huge Hispanic population. He has learned a lot about the Latinos through the many friendships he has made over the years, and it has been an honor to be their Council representative. RAMON TORRES, Community Relations Officer, said a few words in Spanish.

OSCAR BENAVIDEZ, Consul General of El Salvador, and BERENICE RENDON, the Consul of Mexico, stepped forward and accepted proclamations from COUNCILMAN REESE. MS. RENDON said that this recognition is an honor to the people of Mexico. MR. BENAVIDEZ commented that he, his staff, and his family are very happy to be in the greatest city of the United States. He expressed his gratitude on behalf of the Salvadorian community.

(9:17 – 9:21)

City of Las Vegas
Office of the City Council

Proclamation



- WHEREAS;* We, the Mayor and Members of the Las Vegas City Council are honored to designate Wednesday, September 15, 2004, as the beginning of Hispanic Heritage Month in the City of Las Vegas; and
- WHEREAS;* In recognition of Hispanic Heritage Month we are honored to pay special tribute to Oscar Benavidez, the Consul General of El Salvador, who began serving the Salvadorian community as the second Latin American Official Consulate in the City of Las Vegas in January, 2004; and
- WHEREAS;* His consular duties include, but are not limited to the issuance of visas, passports, marriage certificates and assists with immigration; and
- WHEREAS;* He serves 45,000 Salvadorians here in the Las Vegas community. The Salvadorian community is a very close knit society and a valuable part of our community; now
- THEREFORE;* We, the Mayor and Members of the Las Vegas City Council, proudly proclaim September 15th - October 15th, 2004 as

Hispanic Heritage Month

We urge all citizens of Las Vegas to join with us in celebrating Hispanic Heritage Month here in the City of Las Vegas and welcome Oscar Benavidez to our great city.

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese

Councilman Larry Brown

Councilman Lawrence Weekly

Councilman Michael Mack

Councilwoman Janet Moscrief

Councilman Steve Wolfson

City of Las Vegas
Office of the City Council

Proclamation



WHEREAS; We, the Mayor and Members of the Las Vegas City Council are honored to designate Wednesday, September 15, 2004, as the beginning of Hispanic Heritage Month in the City of Las Vegas; and

WHEREAS September 15, 1810 marks the date of Mexico's independence, making this Mexico's 194th celebration; and

WHEREAS; In recognition of Hispanic Heritage Month we are honored to pay special tribute to Berenice Rendon, the Consul of Mexico, who began serving the Mexican community of Las Vegas in February, 2002 as the first Official Consulate of a Latin American country in the city of Las Vegas; and

WHEREAS; We would like to commend Berenice for her work in education and literacy by donating books to the Las Vegas Public Schools. Also for her contributions to the arts and culture community in Las Vegas by sponsoring and prompting the arts; and

WHEREAS; She serves more than 350,000 Mexicans who make up such an important and valuable part of our community; now

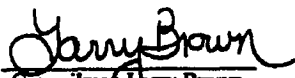
THEREFORE; We, the Mayor and Members of the Las Vegas City Council, proudly proclaim September 15th – October 15th, 2004 as

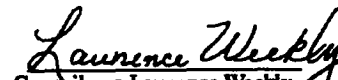
Hispanic Heritage Month

We urge all citizens of Las Vegas to join with us in celebrating Hispanic Heritage Month here in the City of Las Vegas.

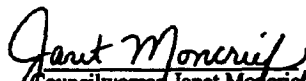

Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Lawrence Weekly


Councilman Michael Mack


Councilwoman Janet Moncrief


Councilman Steve Wolfson

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF EAGLE SCOUTS FOR OUTSTANDING COMMUNITY SERVICE

Fiscal Impact

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

Amount:
Dept./Division:
Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILWOMAN MONCRIEF recognized a group of dedicated Eagle Scouts who contributed their time and talents to the Mirabelli Community Center. They saved the City \$14,700 by volunteering their services to 25 projects.

On behalf of the Boulder Dam Area Council, SCOTT BOLDENBERG, Council Activities Director, thanked the City of Las Vegas for giving this group of young men the opportunity to demonstrate how scouting can be a great service to the local community.

(9:21 – 9:25)

1-488

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC AFFAIRS
DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL:

RECOGNITION OF OUTSTANDING COMMUNITY SERVICE IN WARD 5

Fiscal Impact

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Submitted at meeting: Certificate of Recognition for Craig Hirschler for Outstanding Community Service

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN WEEKLY recognized CRAIG HIRSCHLER for coming to the aid of 87-year-old MARGARET MORRIS, who could not be present due to illness. MR. HIRSCHLER fixed MS. MORRIS' waterline after working hours and saved her hundreds of dollars. COUNCILMAN WEEKLY also thanked LAURIE KRUSE of COUNCILMAN BROWN'S office for contacting MR. HIRSCHLER.

MR. HIRSCHLER thanked the Council for the recognition, noting that he has a soft spot in his heart for the elderly and children.

(9:25 – 9:27)
1-614

Also, COUNCILMAN WEEKLY welcomed ERIC JORDAN, who would be working with the City through the PAL internship program, which is offered by Las Vegas High School.

(9:27 – 9:29)
1-693

Certificate Of Recognition

Awarded To

Craig Hirschler

In Honor Of Your

Outstanding Community Service

On this 15th day of September 2004



Mayor Oscar B. Goodman

*Mayor Pro-Tem Gary Reese, Councilman Larry Brown,
Councilman Lawrence Weekly, Councilman Michael Mack,
Councilwoman Janet Moncrief & Councilman Steve Wolfson*



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO (RONI) RONEUMUS ☐ **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 76 and 98 and Hold in ABEYANCE Items 77 and 80 to 10/6/2004 – UNANIMOUS

MINUTES:

There was no discussion.

(9:29 – 9:30)

1-755

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: CITY CLERK

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

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the City Council Meetings of June 2, 2004 and June 16, 2004

MOTION:

REESE – APPROVED by Reference – UNANIMOUS

MINUTES:

There was no discussion.

(9:30 – 9:31)
1-804

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: CITY MANAGER'S OFFICE**DIRECTOR: ELIZABETH FRETWELL**☒**CONSENT**☐**DISCUSSION****SUBJECT:****ADMINISTRATIVE:**

Approval of the First Amended and Restatement of the Production and Promotion Agreement between SFX Marketing, Inc. a subsidiary of Clear Channel Entertainment (CCE), and the Commission for the Las Vegas Centennial to provide development, creation, production and promotion of all aspects of the Las Vegas Centennial Celebration - All Wards

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

This First Amended and Restatement of Production and Promotion Agreement (Restatement) amends the CCE Agreement approved on October 29, 2003. This Restatement restructures the sponsorship revenue requirements, eliminates the financial penalties and schedule of performance, provides for financial guarantee payments, and incorporates the merchandising and licensing plan which was previously approved by the Commission board. The modified changes were approved by the Commission for the Las Vegas Centennial and are now being incorporated in this Restatement.

RECOMMENDATION:

Staff recommends approval of the Restatement.

BACKUP DOCUMENTATION:

First Amended and Restatement of Production and Promotion Agreement

MOTION:

REESE – APPROVED as amended – UNANIMOUS

NOTE: COUNCILMAN MACK disclosed for Item 3 that his company, Mack Consulting, recently began negotiating with Clear Channel Advertising on behalf of his clients. Clear Channel Entertainment and Clear Channel Outdoor are subsidiaries of the parent Clear Channel Corporation, although they do not share corporate officers. Neither group has ever negotiated business involving any of the other Clear Channel subsidiaries, and COUNCILMAN MACK felt that the connection was so remote that it was improbable any conflict would ever rise. Therefore, he indicated that he would continue to vote on items involving SFX Marketing. In addition, Items 22, 70, 71, and 72 involve locations near SuperPawn shops owned by his brother, Steven Mack. Due to the pending sale of all SuperPawn shops, he no longer is a consultant for his

CITY COUNCIL MEETING OF SEPTEMBER 15, 2004

Administrative

Item 3 – Approval of the First Amended and Restatement of the Production and Promotion Agreement between SFX Marketing, Inc. a subsidiary of Clear Channel Entertainment (CCE), and the Commission for the Las Vegas Centennial to provide development, creation, production and promotion of all aspects of the Las Vegas Centennial Celebration - All Wards

MOTION – Continued:

brother's company. His brother has not mentioned any of the aforementioned items to him, nor did COUNCILMAN MACK believe that these items would affect his brother's interests; therefore, COUNCILMAN MACK would be voting on Items 22, 70, 71, and 72.

MINUTES:

DEPUTY CITY MANAGER FRETWELL went over the amendments: Page 9 – add replacement language to Section C-2x to read: The parties hereto acknowledge that it is their mutual desire and intent to properly fund the celebration events and that preference shall be given to the celebration event consisting of the 4th of July before additional enhanced funding of the signature events. The parties agree that the commission advance, as defined in Section 2-C7, above, shall be applied to help fund the signature events and administrative costs of the commission. Any merchandising commission by SFX™, which are in excess of 500,000 commission advance, may be provided to CCE as additional funding for the production of the celebration events, subject CCE submitting to the commission a celebration event budget and presenting such budget to the board of the commission for approval.

Additionally, on Page 10, the following language shall be added to Section 2-D: In addition, in the event that CCE has not secured television programming of the 4th of July event for a local broadcast in the Southern Nevada market by May 30th, 2005, then CCE rights in Section 2-D shall not be exclusive and the commission shall have the right to contract with others to secure television programming of said event for local broadcast.

MAYOR GOODMAN indicated that this past week the Centennial Committee met and worked out a final agreement that was ratified as it pertains to the involvement of SFX in the Centennial Celebration. As a result of this, Clear Channel committed to providing the City with \$1.9 million, plus \$500,000 for merchandising, which will be utilized for local events. Many local groups, including private, public, and faith-based, will come together for this wonderful celebration. The Mayor thanked DEPUTY CITY MANAGER FRETWELL, STACY ALLSBROOK, and DEPUTY CITY ATTORNEY TERESITA PONTICELLO for their involvement on behalf of the City.

(9:31 – 9:38)

1-815

**FIRST AMENDED AND
RESTATEMENT OF PRODUCTION AND
PROMOTION AGREEMENT
Commission for the Las Vegas Centennial Celebration**

This First Amended and Restatement of Agreement ("Restatement of Agreement") is made as of the 15th day of September, 2004 (the "Effective Date") by and among SFX Marketing, Inc., a Delaware corporation and wholly owned subsidiary of SFX Entertainment, Inc. d/b/a Clear Channel Entertainment, with offices located at 2000 West Loop South, Suite 1100, Houston, Texas 77027 ("CCE") and the Commission for the Las Vegas Centennial, a Nevada nonprofit corporation (referred to herein as the "Commission") located at 400 Stewart Avenue, 8th Floor, Las Vegas, Nevada 89101. CCE and Commission are collectively referred to herein as the "Parties" and at times each is individually referred to herein as a "Party."

RECITALS

WHEREAS, the City of Las Vegas recognizes its founding date of May 15, 1905 and the 100th Anniversary of said founding date due in May, 2005 (the "Centennial"); and

WHEREAS, in recognition of the Centennial, the City of Las Vegas desires to celebrate and commemorate the Las Vegas Centennial and thereby leave a legacy of the Las Vegas Centennial and provide for historical programs concerning the founding of Las Vegas; and

WHEREAS, the City of Las Vegas created the Commission for the Las Vegas Centennial for the purpose of facilitating the City of Las Vegas with fundraising, supporting and advancing the Las Vegas Centennial and preserving the historical significance of the founding of Las Vegas; and

WHEREAS, the Commission desires to obtain certain services for the celebration of the Las Vegas Centennial; and

WHEREAS, CCE acknowledges the intent of the City of Las Vegas and the Commission and is willing to develop, create, produce and promote a year long celebration of the Las Vegas Centennial featuring major event(s), activities and promotions (the "Celebration") and to develop and implement a merchandising program related thereto as further described herein and pursuant to the terms and conditions of this Restatement of Agreement;

WHEREAS, CCE further acknowledges that monies from the Sponsorships and Centennial merchandising, and not taxpayer funds, will be used to fund the Celebration and any remaining funds will be retained by the Commission to be used to establish a legacy of the Las Vegas Centennial and provide for historical programs on Las Vegas; and

WHEREAS, CCE and the Commission executed a Promotion and Production Agreement (the "Agreement") on or about October 29, 2003;

WHEREAS, due to various factors, some of which not under CCE's reasonable control, including material factors under the control of third parties involved in the Celebration, CCE was unable to secure the national sponsors on the time table originally required by the Agreement and was provided a default notice by the Commission, for which a cure was not required by mutual agreement; and

WHEREAS the Parties, in order to effectuate better communication and to better define their mutual obligations regarding the Centennial and related events, desire to amend, modify and restate their mutual obligations, responsibilities, rights and benefits in this Restatement of Agreement. Upon the full execution hereof, this Restatement of Agreement shall supersede and render void and fully replace the Agreement.

NOW, THEREFORE, in consideration of the mutual representations and provisions made herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used herein, the following terms shall have the respective meanings indicated:

a. "Centennial Term" shall mean January 1, 2005 to January 1 2006;

b. "Sponsor" shall mean any person, firm or corporation which agrees to deliver sums of money to CCE to be made payable to the Commission in exchange for the right to have its name associated with the Celebration Events or Signature Events (both defined below in Section e). With the exception of the companies/sponsorship categories listed below, there is no distinction between a local or national Sponsor and SFX may secure Sponsors in any and all sponsorship categories with any companies or other entities or organizations in connection with the Celebration Events. CCE shall be responsible for contractually securing all sponsors, whether secured by CCE or the Commission.

i.) The following are "local Sponsors" or local sponsorship categories for the purposes of the preceding Section 1(b)

- Anderson Dairy
- All local jewelry stores
- SW Vacations
- Coldstone Creamery
- Bloomingdales
- Airlines
- Sara Lee
- LV Water District/Water Authority
- S.W. Gas
- Local unions

c. "In-Kind Sponsor" shall mean a person, firm or corporation which provides certain tangible goods or services in support of the Celebration in exchange for recognition or other non-monetary benefits in connection with the Celebration. In Kind Sponsorships shall not count towards any commission earned hereunder by either Party or towards CCE's financial commitments to the Commission hereunder.

d. "Sponsorship Revenue(s)" shall mean any and all gross sums paid to the Commission by a Sponsor in exchange for the right of such Sponsor to have its name associated with the Celebration Event or any individual Signature Events associated with the Celebration. Sponsorship Revenue(s) specifically excludes the following:

- i.) Any sums received by any Sponsor in connection with any activity other than the Celebration; or

Any sums received that may be received in connection with an activity of a similar nature to the Celebration that may be held in Las Vegas in subsequent years.

e. The term "Events" is described as follows:

- i.) "Celebration Event(s)" shall refer to any event(s) created and implemented by CCE for the Las Vegas Centennial Celebration. As of the date of the execution of this Restatement of Agreement, the Celebration Events contemplated by the parties are: (1) The 4th of July Event; and, pending raised sponsorship revenue, at least one (1) other mutually agreed upon event, for CCE's development and implementation, such as the "Road to Vegas Tour".

- ii.) "Signature Events" shall refer to events, projects and programs that are created and implemented by the Commission. These events are considered to be the main events on the Commission's Centennial calendar.

- iii.) Sanctioned Outside Events shall refer to events, projects, programs that are created and funded (wholly or partially) by outside groups or companies but are sanctioned by the Commission through its licensing process. Examples of Sanctioned Outside Events, projects or programs, include, but are not limited to:

- Centennial Grant Recipients
- Race for Cure Susan G. Komen Foundation
- Dealer of Year Event
- National Finals Radio
- Bike Fest

- (a.) The Commission will use its best efforts to allow CCE sponsors a place in the Sanctioned Outside Events.
- (b.) The Commission will use its best efforts not to compete with CCE sponsors when considering sanctioning events.

(c.) CCE acknowledges that Sanctioned Outside Events are their own event and outside the control of the Commission and can not be used as inventory unless secured with each event owner.

iv) "Outside Events" refer to the events, projects and programs that are created and implemented by local organizations or entities in Clark County, Nevada which are outside the control of the Commission or CCE. Examples of these events may include church events, ethnic events, business events or individual hotel events.

f. CCE Affiliates. "CCE Affiliate" shall mean, when used with respect to SFX herein, any person, division or entity which controls, is controlled by or is under common control with SFX. As used in the immediately preceding sentence, the term "control" (with correlative meanings for "controlled by" and "under common control with") shall mean, with respect to any incorporated entity, the ownership, directly or indirectly, of more than twenty percent (20%) of the outstanding equity interests in such entity, and with respect to persons, divisions and other unincorporated entities, shall mean under the complete control of the CCE Affiliate.

g. Commission Marks. "Commission Marks" shall mean the Commission's names, trade names, trademarks, service marks, logos, designs and creative works, including, but not limited to those marks shown on Attachment 2 hereto.

h. Net Sales Revenue. "Net Sales Revenue" shall mean gross receipts minus sales tax, artist fees (if any), venue fees and all other approved third party fees and royalties, as applicable, respectively.

2. Program Components. CCE shall provide Commission with the following services related to the Celebration (the "Program Components"). Unless specifically stated otherwise herein, and provided that CCE is not in default of this Agreement nor cured any such default as defined and described in Section 7 hereof, CCE shall be the only person or entity permitted to provide the Program Components for Commission as it relates to the Celebration. CCE acknowledges and agrees that Sanctioned Outside Events and Outside Events are not within the scope of CCE's services and the Commission, the City of Las Vegas and other third parties are permitted to create and implement various Sanctioned Outside Events or Outside Events concurrently with CCE's creation and implementation of the Celebration Events. Detailed specifications of each of the Program Components shall be mutually agreed to in writing by the Parties. The Program Components to be provided to Commission by CCE shall include the following:

a. Project Management. Provided that CCE is not in default of this Agreement nor cured any such default as defined and described in Section 7 hereof, CCE shall be the exclusive entity to provide Commission with project management for all Celebration Events. CCE President of Marketing will oversee and manage the Celebration, the individual Celebration events, and related Celebration projects. A Senior Sales Executive will be dedicated solely to the management of the Commission Celebration and manage the day-to-day operations and Celebration Events.

Changes to any key members of CCE staff shall be handled as follows:

Staff Assignments and Changes:

- i) If the Commission is not satisfied with the performance of key staff members, Commission can file a complaint and request to replace a key staff member, in writing to be delivered to the CCE headquarters to the attention of Bruce Eskowitz, President of National Sales and Marketing of SFX Marketing, Inc., at the address stated in Section 24 hereof. CCE agrees to address the complaint in a way mutually agreed upon within 15 days of receipt of the complaint, including the Commission's consideration and approval of any replacements to key staff members.
- ii) Absent a complaint, CCE agrees to notify Commission for approval prior to any key staff changes.

b. **Celebration Events Production.** CCE will develop, produce and promote Celebration Events consisting of individual events, including concerts and potential touring shows, in furtherance of the Celebration. In anticipation of the Celebration and during the Centennial Term, CCE will produce, promote and market sponsorships for major Celebration Event(s) generated by CCE and assigned to the Celebration. CCE will investigate potential artists and concepts in conjunction with the Celebration Events and present such artists and concepts to the Commission. Subject to the Commission's prior approval, CCE will secure talent and negotiate all aspects of the artist agreements and any other necessary agreements including tour agreements, venue agreements, service agreements, and vendor agreements. Commission shall have the right to suggest and approve all artists, tours and Celebration Events including the specific terms and conditions of the agreements prior to CCE's execution of said agreements. Neither CCE, nor any CCE Affiliate is obtaining an agent fee or commission for arranging or booking any of the talent or events. The parties recognize that the number and type of Sponsors will play a role in determining the types of Celebration Events and any specialized concepts for the Celebration Events. In the event that CCE and the Commission cannot agree on a second or subsequent major celebration event production by June 30, 2005 or in the event that CCE is in default and has not cured such default as defined and described in Section 7 hereof, the Commission may select another entity to develop, produce and promote the second and subsequent Celebration Events.

c. **Merchandising/Licensing.**

- i. Commission hereby grants to CCE the exclusive right to develop, license and market merchandise in association with the Celebration and/or Centennial, including the exclusive right to use the Commission Marks, whether now existing or hereinafter created, throughout the world, in any and all media and manner, on or in connection with any and all merchandise (the "Celebration Merchandise") and through any and all channels of trade, with the right to sub-license the same to others, including the right to develop online marketing and sales and television shopping channels sales. The Commission expressly agrees that CCE may

market all approved Celebration Merchandise as the "official" merchandise of the Celebration, Centennial and/or the Commission.

ii. The Commission will cooperate in good faith to ensure that any Community Event product merchandising does not conflict with CCE's merchandising of Celebration Merchandise. Specifically, the Commission will not grant any license to any sponsor, underwriter or vendor of a Community Event, or to any other party whatsoever, to sell or otherwise provide Celebration related merchandise of any type bearing or otherwise incorporating any of the Commission Marks.

iii. Commission has filed federal trademark applications for the Commission Marks depicted on Page One of Attachment 2 in respect of all appropriate goods and services, and shall use all reasonable efforts to secure federal trademark registrations for the same. Notwithstanding the foregoing, CCE shall, in its sole discretion, itself file federal trademark applications in the name of the Commission for the Commission Marks appearing on Page 2 of Attachment 2, relieving the Commission of such responsibility.

Subject to the foregoing, CCE shall reasonably cooperate with the Commission for the purpose of securing and preserving the rights of the Commission in and to the Commission Marks, and shall notify the Commission of any unauthorized third party use thereof that it becomes aware of.

The Commission shall, in its sole and absolute discretion, take all commercially reasonable action to protect the Commission Marks, including issuing cease and desist letters and filing suit to enjoin and/or obtain an award of damages for the unauthorized use of the Commission Marks or marks confusingly similar thereto ("Infringements".) If the Commission fails to take appropriate commercially reasonable action in this regard, CCE may, at its own expense, file suit in its own name or take any other action on account of such Infringements. CCE shall be entitled to a portion of any monies recovered, whether by it or the Commission, as a result of any Infringements of the Commission Marks which is equal to that which CCE would have been entitled to on non-infringing sales of a similar dollar amount. Notwithstanding the foregoing, should CCE recover any monies as a result of pursuing any Infringements of the Commission Marks on its own, it alone shall be entitled to retain all such monies.

iv. Commission retains the sole and complete right to approve all merchandising concepts and plans presented by CCE in connection with the merchandising of Celebration Merchandise, and CCE shall not implement merchandising plans therefor without written approval of the Commission. It is acknowledged that the Commission has approved the

merchandising plan presented by SFXTM (defined in Section 2(c)(vi) below) on April 28, 2004 in connection with the merchandising of Celebration Merchandise. The Commission, through its representative Stacy Allsbrook, or her designee, shall review and approve all merchandise which shall bear the mark and quality of the good and placement of the marks on the goods. In the event CCE declines a written request by the Commission to market a particular product bearing the Commission Marks, either itself or through a sub-licensee, the Commission shall have the right to license the Commission Marks to another for use with said product without violating the terms of this Section 2(c).

- v. The Celebration Merchandise shall be of high standard and of such style, appearance and quality as shall be reasonably adequate and suited to their exploitation and to the enhancement of the goodwill in the Commission Marks. CCE may not sell any Celebration Merchandise until and unless the Commission provides its written approval. The approval form attached hereto as Attachment 3 may be used for this purpose.
- vi. It is acknowledged and agreed to by and between the Parties that as of the Effective Date, CCE designates SFX Theatrical Merchandise, Inc. ("SFXTM") as its primary Celebration merchandise sub-licensee hereunder, and that SFXTM shall have the right to sub-license its merchandising, production, distribution, promotion, advertising and/or sales operations regarding the Celebration to third parties approved by CCE and acceptable to the Commission ("Third Party Licensees").
- vii. It is acknowledged and agreed to by and between the parties that as of the Effective Date, SFXTM has provided to the Commission a non-refundable financial advance ("Commission Advance") against its Celebration Merchandise sales in the amount of Five Hundred Thousand Dollars (\$500,000), that such funds have been received by the Commission, and that SFXTM shall receive a credit against the Commission Advance until such time as the actual Commissions exceed the sum of \$500,000.00, whereupon SFXTM shall commence making payment of the commissions directly to the Commission on a monthly basis based upon the commission fee structure set forth in Section 2(c)(v) below. The foregoing notwithstanding, SFXTM shall provide monthly accountings for merchandise sales each month, which reflects total sales, costs and expenses and shows the Commission the portions of the Commission Advance that remain unearned.
- viii. The Commission Advance and any subsequent commissions provided to the Commission by or through SFXTM hereunder shall be accounted separately from any Sponsorship Revenue or Financial Guarantee provided to the Commission and particularly shall not count towards or

affect CCE's other financial rights or obligations hereunder. All monies received by SFXTM and/or its sub-licensees from the sale of Celebration Merchandise ("Merchandise Revenue") and the parties' respective commissions from the same shall be accounted in the following manner:

- a. On-Site Sales: SFXTM shall pay to the Commission 35% of Net Sales Revenue generated from sales of Celebration Merchandise made via on-site locations. There shall be no venue commissions or third party commissions payable to the owner or operator of a building as a result of on-site sales of Celebration Merchandise, provided, however, that Commission has secured the waiving of such fees. [Example: \$20.00 T-shirt, minus 8% sales tax = net sale of \$18.51 per item. SFXTM shall make a commission payment to the Commission in the amount of \$6.27 per T-shirt sold. Commission shall owe CCE, per Section 6(e) below, 20% of its share thereof (\$1.25) per item];
- b. Wholesale Sales: SFXTM shall pay to the Commission 25% of Net Sales Revenue generated from sales of Celebration Merchandise sold via wholesale channels. [Example: \$9.00 T-shirt, no tax = net sale of \$9.00 per item. SFXTM shall make a commission payment to the Commission in the amount of \$2.25 per T-shirt. Commission shall owe CCE, per Section 6(e) below, 20% of its share thereof (\$0.45)] per item;
- c. Mail Order and Online Sales: SFXTM shall pay to the Commission 30% of Net Sales Revenue generated from sales of Celebration Merchandises sold via mail order and/or online/Internet channels. T-shirt, minus 8% sales tax = net sales of \$18.51. SFXTM shall make a commission payment to the Commission in the amount of \$6.27 per T-shirt sold. Commission shall owe CCE, per Section 6(e) below, 20% of its share thereof (\$1.25)] per item;
- d. Third Party Licensing: SFXTM shall pay to the Commission 60% of the variable percentages SFXTM secures with Third Party Licensing described in Section 2(d) above. [Example: SFXTM secures a 10% fee for beads, which are sold at \$12.00 per unit. Commission receives \$0.86 per unit (60% of SFXTM's 10% from each unit sold). Commission shall owe CCE, per Section 6(e) below, \$0.17 per unit (20% of its share thereof) and
- e. Sales to Commission: SFXTM will sell Celebration Merchandise to the Commission, upon Commission

request and subject to availability of inventory, at the lowest wholesale cost per unit(s), tax free, royalty free. However, Commission shall not resell such Celebration Merchandise and shall only use it for promotional (gratis) purposes.

- f. *Payments.* All accountings, reports and commission payments due to Commission shall be paid on the 5th of each month for the month which ended thirty (30) days earlier, during the term of this Agreement. By way of example, commissions payable on March sales would be due on May 5th.
- ix. Any remaining Celebration Merchandise that is on hand or in process as of the expiration or earlier termination hereof may be sold off by SFXTM and any Third Party Licensees in compliance with the terms hereof, including to merchandise discounters, for a five (5) month period (i.e., until June 30, 2006, or beyond if agreed to in writing), such sell off to be made at the following commission rates to the Commission:
 - a. *Wholesale:* SFXTM shall pay the Commission 15% of Net Sales Revenue.. Commission shall pay CCE 20% of its commission.
 - b. *Mail Order and Online Sales:* SFXTM shall pay the Commission 20% of Net Sales Revenue. Commission shall pay CCE 20% of its commission;
 - c. *Third Party Licensees* (subject to sub-licensee's agreement) SFXTM shall pay the Commission 10% of the fees generated from Third Party Licensing described in Section 2(c)(v)(d) above. Commission shall pay CCE 20% of its commission;
- x. The parties hereto acknowledge that it is their mutual desire and intent to properly fund the Celebration Event(s) and that preference shall be given to the Celebration Event consisting of the 4th of July Event before additional enhanced funding of the Signature Events. The parties agree that the Commission Advance (as defined in Section 2c., vii., above) shall be applied to help fund the Signature Events and administrative costs of the Commission. Any merchandising commission received by SFXTM which are in excess of \$500,000 Commission Advance, may be provided to CCE as Additional funding for the production of the Celebration Event(s) subject to CCE submitting to the Commission a Celebration Event(s) budget and presenting such budget to the Board of the Commission for approval.
- xi. The Commission Marks and any other creative material CCE creates (directly or via agents, subcontractors or any third party acting under

direction or commission of CCE) on behalf of the Commission and/or the Celebration, whether an original work or a derivative of any of the Commission Marks, shall be the sole property of the Commission unless stated otherwise herein (i.e., as works made for hire). No royalties or commissions shall be paid to any third party creator for designs, artwork or marks approved or accepted by the Commission as works made for hire.

Unless the parties agree to an extension in writing, CCE shall have the right to merchandise and retain the licensing to the merchandise for the Celebration and the Commission Marks until June 30, 2006, at which time all rights granted to CCE therein shall expire and shall revert in whole, including any derivatives created by or at the direction of CCE, to the Commission.

d. Television and Radio Programming, Newsprint Media. Provided that CCE is not in default and has not failed to cure such default as defined and described in Section 7 hereof, CCE shall have the exclusive rights to develop and produce television programming, as well as securing broadcasting, for the Celebration Events, for national or local broadcast. Commission has the exclusive right to develop and produce television and radio programming, including securing broadcasting, for the Sanctioned Outside Events (with prior reasonable approval from CCE) and Signature Events, whether for national or local television or radio broadcast. The following television and radio programming shall be excluded from CCE's rights in this Section 2(d):

- i) Documentaries to be developed by the Commission, the City of Las Vegas or third parties approved by the Commission or the City of Las Vegas to develop and produce said documentaries;
- ii) Television and/or radio programs and stories developed by the City of Las Vegas, Clark County government access stations and local Southern Nevada television news stations; and
- iii) Any independent production created for the local Southern Nevada market; and
- iv) Upon CCE's prior reasonable approval, any other independent production created for local, state or quasi-governmental agencies.

Funding for the development and implementation of television broadcasting for Celebration Events will come from Sponsorship Revenue or from revenue provided by the applicable network or cable broadcast company. Funding for development and implementation of television or radio broadcasting for the Sanctioned Outside Events shall not be provided from Sponsorship Revenue or the Financial Guarantee. Funding for the development and implementation of television or radio broadcasting of the Signature Events shall not be provided from Sponsorship Revenue, but may be supplemented by funding from the Commission.

Subject to CCE's ability to secure such rights in any broadcast agreement regarding the City of Las Vegas and/or the Celebration (which it shall use its best efforts to secure), and after the applicable broadcast company or network has aired a first broadcasting of such program, then the Commission shall have the perpetual paid up world wide right to rebroadcast CCE's applicable television programs on the City of Las Vegas' government access stations and to use clips of the programs in advertising and promotional videos for the Commission, the City of Las Vegas, Las Vegas Convention and Visitor's Authority and Las Vegas Events. For the purpose of clarification, the content for such broadcast shall be created by CCE under the conditions negotiated between such broadcast company and CCE, and CCE shall use its best efforts in such negotiations to reserve the aforementioned re-broadcast rights on behalf of the Commission. In any event, CCE shall not retain any rights in the content of such broadcast to itself or for its use, and any rights reserved by it at all times shall be the sole property of the Commission, not CCE.

The foregoing notwithstanding, in the event that CCE has not secured television distribution of the 4th of July Event television program for a telecast available in the Southern Nevada market by May 30, 2005, then the CCE television distribution rights as provided for in Section 2(d) shall be non-exclusive and the Commission shall have the right to secure television distribution of said Event in the local Southern Nevada market. CCE shall retain all rights as provided for herein to produce the program for any such telecast.

e. On-Site and Media Benefits. At mutually agreeable Celebration Events, CCE will provide Commission with On-Site and Media Benefits including the following:

- i) Product Display/Sampling. CCE will set up information booths for the benefit of Sponsors at each Celebration Event's location as specified for use as approved by the Commission. Such booths may be used for diverse promotional activities at the Celebration Event(s) during the Celebration by Sponsors, whose responsibility it will be to staff such booth. CCE will set up such booths in which Commission may provide information or promotional materials such as brochures; display items related to the Celebration or Las Vegas; sample Las Vegas or Sponsors' products; sell/display Celebration licensed merchandise; or have other promotional activities. The Commission and/or the City of Las Vegas shall have the right to set up its own booths at the Celebration Events for the purpose of disseminating information on the Centennial Signature and Sanctioned Outside Events, Outside Events and other related events and activities.
- ii) Hospitality. CCE will provide a room or area at the Celebration Events for use by Commission to entertain employees, guests, artists, sweepstakes winners, etc. The area will be set up to by CCE to serve food and beverages as directed by the Commission. Commission agrees to pay approximately \$1000 per 10 guest not exceeding 50 guests (\$100 per guest value).
- iii) Promotional announcements. CCE shall produce, with Commission's approval of content, promotional announcements, which will be broadcast

throughout the individual Celebration Events prior to and during the Celebration. The announcements could include upcoming Celebration Events, sweepstakes winners, or other promotional information. Promotional announcement relating to Celebration Events will be funded out of Sponsorship Revenue.

- iv) Promotional spots. CCE will produce, with Commission's approval of content, TV Spots and video loops which will be displayed on monitors during individual Celebration Events (where possible) during the course of the Celebration. These spots may include upcoming Celebration events, shows, or other content to be developed by CCE for Commission. Promotional spots relating to Celebration Events will be funded out of Sponsorship Revenue.
- v) Branded Seating. CCE may provide, if Commission desires, branded seating during special events during the course of the Celebration. The branded seating may be used at Commission's sole discretion.
- vi) Consumer promotions. CCE shall, at the discretion of Commission and in connection with Sponsorships including such activity, have consumer promotions created by CCE which will be themed to the Celebration Events. The consumer promotions can utilize bounce-back coupons, ticket/travel giveaway's, preferred access ticket purchases prior to the public on-sale, or other strategies as mutually agreed upon.
- vii) Radio promotions. Commission shall have the option to have CCE create and produce radio promotions to promote the Celebration in connection with Sponsorships whose agreements include such activity, the Celebration Events and sweepstakes contests, as described hereinafter. Promotional announcement relating to Celebration Events will be funded out of Sponsorship Revenue.
- viii) Online promotional opportunities. CCE, by and through SFXTM, will be responsible for developing, maintaining and managing an online merchandising website for the purpose of processing merchandise sales originating from the Commission's Centennial Celebration official website, to which it shall be linked. Commission will not be responsible for developing or maintaining online merchandising, except for providing photos, list price (maintained as information only) and other necessary and appropriate information regarding the Celebration merchandise, and linking mechanism to the CCE-designated merchandise process site. Additionally, Commission will provide prominent sponsorship logo space on its official website. CCE's website for the Centennial Celebration promotional materials shall be complete and operational on or about December 1, 2004.

f. Additional Activities.

- i) **Revelries.** Commission shall have the option to have pre/post Celebration Event or Celebration parties ("Revelries") for significant Sponsors and/or other VIPs. CCE shall produce and promote the Revelries and handle all set-up, as specified by Commission. Commission agrees to pay approximately \$1000 per 10 guest not exceeding 50 guests (\$100 per guest value)
- ii) **Sweepstakes.** If a Sponsor's agreement includes such activity, or otherwise by way of a radio promotion, CCE shall have the ability to implement a fly-away sweepstakes or ticket giveaway sweepstakes to promote the Celebration such as a "Win an all expense paid trip to Las Vegas' 100th Anniversary Celebration" including VIP access to Events. Information on the sweepstakes may be made available on a branded website, as specified in 2 e(viii), and may be promoted on video monitors at Celebration Events (2 e(iv)), during announcements at the Celebration Events (2 e(iii)) and via additional consumer media promotions (2 e(vi)). Contestants may enter on-site at Celebration Events or on the branded website with a special promotional code. CCE's Activation of such sweepstakes shall be subject to compliance with all applicable federal and state laws governing sweepstakes/contests.

g. Sponsorships.

- i) **Sponsorship Development.** Prior to CCE's submission of the Sponsorship Plan, CCE shall conduct an asset review of potential Sites for Sponsors. The Commission will assist in recommending potential Sponsors in and around the Las Vegas area. Commission will also use its best efforts to assist in recommending inventory sites which would support a Sponsor such as, but not limited to:

- Signage at McCarran International Airport in Las Vegas, Nevada
- Signage at the Las Vegas Convention Center
- Flagpole banner signage on lampposts
- High visibility areas

CCE acknowledges that the Commission and the City of Las Vegas do not own, control or manage the above-mentioned inventory sites and do not guarantee these sites for Sponsors but shall use their best efforts to secure such sites on behalf of CCE's ability to secure Sponsors. Commission agrees to use its best efforts to respond with answers to inventory and service requests made by CCE on behalf of prospective Sponsors within five (5) business days of such requests, including requests regarding inventory within hotel properties, the Las Vegas Convention and Visitors Authority, etc. Commission further agrees that once inventory or services secured by it for Sponsors secured by CCE, that such inventory shall be

available for the Commission approved sponsorship purposes throughout the Term. Commission will use its best efforts to make its board members reasonably available to CCE for potential sponsor contacts/sales leads.

ii) Sponsorship Program. CCE shall design and price Sponsorship Programs based on mutual agreement with Commission based on feedback from potential sponsors and available (or, as applicable, potential) sponsorship inventory.

iii) Sponsorship Revenue Development. CCE will negotiate with and secure all Sponsors, from whom Sponsorship Revenues shall, in part, fund the Celebration Events and Signature Events. However, to guarantee the funding of the Signature Events, CCE will pay Commission the following amounts as a guarantee of, and as an advance towards, CCE's Sponsorship Revenue goals ("Financial Guarantee").

- a) Two Hundred Fifty Thousand Dollars (\$250,000) due to the Commission no later than November 1, 2004;
- b) Six Hundred Thousand Dollars (\$600,000) due to the Commission no later than January 1, 2005;
- c) Six Hundred Thousand Dollars (\$600,000) due to the Commission no later than March 1, 2005;
- d) Two Hundred Fifty Thousand Dollars (\$250,000) due to the Commission no later than May 1, 2005; and
- e) Two Hundred Thousand Dollars (\$200,000) due to the Commission no later than July 1, 2005.

h. The Sponsorship Revenue received from Sponsors will be divided between the parties as follows:

- a) For total Sponsorship Revenue between \$0 and \$2,280,000, CCE shall retain 100% of the Sponsorship Revenue.
 - b) For total Sponsorship Revenue between \$2,280,000 and \$8,000,000, CCE shall receive 20% of such Sponsorship Revenue in commission. The remaining 80% of such Sponsorship Revenue shall be allocated towards funding of the Celebration Event(s).
 - c) For Sponsorship Revenue above \$8,000,000, CCE shall receive 20% in commission as described in the preceding clause, 70% shall be allocated to funding the Celebration Event(s) and 10% shall be allocated to Signature Events.
 - d) Two and one-half percent (2½ %) of CCE's Sponsorship Revenue share shall be held as a reserve amount to be released in accordance with Section 6.
- iv) Centennial Celebration Event(s). CCE shall create, plan and implement the premier birthday celebration for the Las Vegas Centennial Celebration currently scheduled for July 4th weekend, 2005. CCE shall submit a

program plan which is subject to Commission for review and approval. Depending on Sponsorship Revenue, CCE will create additional Celebration Events.

- v) Sponsorship Marketing/Packages. CCE will package and market sponsorship opportunities related to the Celebration Events and the individual Signature Events (not Sanctioned Outside Events) ("Sponsorship Packages"). The Celebration Events and Signature Events (not Sanctioned Outside Events) and activities related to the Celebration shall be self-funded through sponsorship, licensing and merchandise. CCE shall provide the following related to Sponsorship Marketing/Packages:
 - a) CCE will be the only entity other than Commission that will be permitted to solicit Sponsors for the Celebration Events. Agreements with Sponsors shall be subject to the final approval of Commission.
 - b) CCE will conduct an asset review to determine appropriate sites and events for Sponsorship Packages.
 - c) CCE will design all Sponsorship Packages associated with the Celebration and market these Sponsorship Packages to potential Sponsors in the corporate arena.
 - d) CCE will develop deliverables for sponsorship packages; however, Commission shall have the final approval of each Sponsorship Package. All Sponsorship Packages developed by CCE are subject to Commission's approval prior to distribution.
 - e) CCE shall negotiate all terms of the contracts with Sponsors which shall be subject to the approval of Commission. All contracts with Sponsors shall be between CCE and the Sponsor.
 - f) CCE will invoice all Sponsors and collect all monies due. Checks will be made payable to Commission. CCE will subsequently invoice Commission for its applicable commission in accordance with Section 2(h) and the funding needed to produce and market Celebration Events.

3. Budget Approval. CCE shall submit a budget for each proposed Celebration Event for prior review and approval by the Commission. Upon budget approval, CCE shall begin work on the proposed Celebration Event and after submission of Sponsorship Revenue to the Commission, CCE may invoice Commission for the specified Revenue share set forth in Section 2g(iii). Any unapproved invoice or change submitted to the Commission by CCE will be the responsibility of CCE. Commission is only responsible for approved budgeted invoices. All budgeted expenses not approved by Commission shall be the responsibility of and be paid for by CCE. Commission shall not be responsible for payment of invoices for items not previously approved in the budget.

4. Invoicing, Payment and Subcontracts.

a. CCE shall submit an invoice to the Commission by the fifth (5th) of the month following the month in which Sponsorship monies are received by the Commission from CCE. All invoices should identify the performance dates covered, should describe the Contract services against which charges are made, should state the date of the invoice, and should reference the associated purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to CCE will be made in full within thirty (30) calendar days. CCE shall submit an original invoice to the address below and submit a copy of the invoice to Commission:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101-2986

b. The compensation to be paid to a retained subcontractor shall be the responsibility of CCE and shall not entitle the payment of any additional compensation under this Restatement of Agreement. CCE guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor in connection with this Restatement of Agreement.

5. Periodic Review. The Commission and CCE will review performance measurements every 90 days to evaluate compliance with the terms of this Restatement of Agreement and satisfactory progress thereof, as well as to consider any adjustments. Periodic review shall consider each of the following:

- a. Sponsorship proposals and inventory availability
- b. Contractual Agreements – including but not limited to:
 - 1. Sponsorship Contracts
 - 2. Artists and Talent Contracts
 - 3. Advertising Contracts
 - 4. Site Contracts
 - 5. Event Contracts
 - 6. Media Contracts
 - 7. Production Contracts
 - 8. Merchandising/Licensing Contracts
- c. Celebration Events Programming

In addition to the 90 day Periodic Review, CCE agrees to submit a written status report no less frequently than once a month to Commission no later than the 10th day of the following

month. The monthly status report shall include the progress for each of the areas as set forth above.

CCE agrees to have a representative present at the Commission's and/or Centennial Committee monthly and special meetings throughout the Centennial Term. The inability for a CCE representative to attend such a meeting shall not be considered a default of this Agreement.

6. Compensation. CCE's compensation for the Celebration shall include the following commissions and production fees:

a. In accordance with Section 2(h), CCE shall retain 100% of the Sponsorship Revenue for total Sponsorship Revenue between \$0.00 and \$2,280,000.00.

b. As described above in Section 2(h), for total Sponsorship Revenue between \$2,280,000.00 and \$8,000,000.00, CCE shall be paid 20% of all Sponsorship Revenues. CCE shall be paid its specified Sponsorship Revenue share less 2½% of CCE's Sponsorship Revenue share upon the submission of the Sponsorship Revenue funds to the Commission and invoice from CCE. The remaining 2½% shall remain with the Commission as a retainer amount to be released upon the Commission's receipt of the total Sponsorship Revenue from the applicable Sponsor and CCE's fulfillment of the applicable Sponsor's contractual benefits, with the balance of any remaining retainer funds to be released upon completion of CCE's services pursuant to this Restatement of Agreement.

c. A production fee (mutually agreed by both parties) for the production of all Celebration Events [already included in definition]. For total Sponsorship Revenue between \$2,280,000.00 and \$8,000,000.00, the production fee will be paid out of the 80% Sponsorship Revenue share as set forth in Section 2(h)).

d. For total Sponsorship Revenue above \$8,000,000.00, CCE shall be paid 20% of the Sponsorship Revenue, the production fee for Celebration Events will be paid out of 70% of the Sponsorship Revenue and Signature Events will be paid 10% of the Sponsorship Revenue as described in Section 2h). CCE's commission of Sponsorship Revenue shall be subject to the 2 ½ % reserve retainer amount as set forth in Section 6(b) above.

e. A production fee (mutually agreed by both parties) for television shows that are produced by CCE on behalf of Commission. This fee will be paid out of the 80% Sponsorship Revenue share in Section 2(h) or by a network or broadcast company.

f. In the manner set forth above in Section 2(c)(v) above, CCE shall be paid by Commission a commission fee of 20% of Net Sales Revenue for all merchandising which uses the Commission's Materials or Commission Marks. The commission fee to CCE from the Commission shall be 25% of all merchandising Net Sales Revenue from merchandise that does not use the Commission's Marks. As set forth in Section 2c, Commission will retain all of its rights in the Commission Materials, including the Commission Marks as used by CCE or its sub-licensees in Celebration merchandising unless otherwise mutually agreed upon.

g. CCE shall retain a 20% backend equity profit in any VHS, DVD, CD, or others similar media that are produced by CCE on behalf of Commission. Commission will retain all rights, including copyrights and trademarks unless mutually agreed otherwise.

7. Termination for Default

a. The Commission may, by written notice of default to CCE, terminate this Restatement of Agreement in whole or in part if CCE fails to:

- (i) Perform the services under Section 2, "Program Components" (including, if applicable, delivering any material services, goods, or documentation required thereunder);
- (ii) Make progress, so as to endanger performance of this Restatement Agreement; or
- (iii) Perform any of the other material provisions required of it in this Restatement of Agreement.

b. The Commission's right to terminate this Restatement of Agreement under (a)(ii) and (a)(iii) above, may be exercised if CCE does not cure such failure within ten (10) calendar days (or more if authorized by the Commission) after notice, specifying the failure, is provided pursuant to Section 24.

c. If the Commission terminates this Restatement of Agreement for default in whole it may acquire, under reasonable terms and in the manner the Commission considers appropriate, services or goods similar to those terminated, and CCE shall be liable to the Commission for any excess costs for those services or goods.

d. CCE shall not be liable for any excess costs if the failure to perform the Restatement of Agreement arises from circumstances beyond the control and without the fault or negligence of CCE. These circumstances are limited to such causes as (1) acts of God or of the public enemy, including terrorist attacks, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, (9) unusually severe weather or (10) Commission's failure to provide material information, secure material inventory or otherwise provide continual support and assistance to CCE in its performance hereunder in a reasonable manner. The time of performance of CCE's obligations under this Restatement of Agreement shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days.

e. CCE may terminate this Restatement of Agreement in the event that Commission fails to perform its obligations and duties stated in this Restatement of Agreement or otherwise materially delays, conditions or prohibits CCE's performance hereunder and does not cure such failure within ten (10) days (or more if authorized by CCE) of CCE's written notice specifying the failure and is provided pursuant to Section 24.

f. Either party may terminate this Restatement of Agreement, in whole, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

g. The Commission retains the right to terminate for default immediately should CCE fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

8. Disclosure of Principals

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas effective October 1, 1999, SFX Marketing, Inc. warrants that it has disclosed, on the form attached hereto as Attachment 1, all principals, including, partners of SFX Marketing, Inc., as well as all persons and entities holding more than 1% interest in SFX Marketing, Inc. or any principal of SFX Marketing, Inc. If SFX Marketing, Inc., principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchanges Commission (SEC) or the Employment Retirement Income Act Security (ERISA), and attaches current copies of such federal disclosures to Attachment 1, the requirement of this Section shall be satisfied. Throughout the term hereof, SFX Marketing, Inc. shall notify Commission in writing of any material change in the above disclosure within 15 days of any such change. Copies of new federal disclosure filings shall also be sent to the Commission within ten (10) days of such filing.

9. Disputes

a. For each claim or dispute arising between the parties under this Restatement of Agreement, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the Commission is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute.

b. For any and all claims or disputes asserted by CCE, CCE shall notify the Commission of its intent to proceed further with the claim or dispute, and in response thereto, the Commission shall notify CCE as to its selected forum for resolution. For any and all claims or disputes asserted by the Commission, the Commission shall notify CCE with a notice of intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

c. In the event that arbitration is originated by the Commission as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

d. The laws of the State of Nevada shall govern this Restatement of Agreement and the venue for purposes of such litigation or arbitration shall be at the City of Las Vegas, Clark County, State of Nevada.

10. Notice of Delay

a. Should the timely performance of this Restatement of Agreement be jeopardized by the non-availability of Commission provided personnel, data, or equipment, CCE immediately shall notify the Commission in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the Commission will advise CCE in writing of the action which will be taken to remedy the situation.

b. CCE shall advise the Commission in writing of an impending failure to perform hereunder. Notice shall be provided as soon as CCE is aware of the situation..

11. Independent Contractor

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

12. Severability

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

13. Conforming Services

The services performed under this Restatement of Agreement shall conform in all respects with the requirements set forth in this Agreement unless otherwise amended in writing executed by

both parties. It shall be the responsibility of CCE to furnish the Commission with sufficient data and information needed to determine if the services performed conform to all the requirements of this Restatement of Agreement.

14. Insurance

- a) CCE shall procure and maintain, at its own expense, during the entire term of the Agreement, the following coverage:

(i) Industrial/Workers' Compensation Insurance with respect to potential CCE employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement

(ii) Commercial General Liability Insurance for bodily injury, property damage with respect to CCE's agents and vehicles assigned to the activities performed under this Restatement of Agreement in a policy limit of not less than \$1,000,000.00 limit per occurrence and \$2,000,000.00 in the aggregate. Such coverage shall be on an "occurrence".

- b) The Commission and the City of Las Vegas shall be named as an additional insured parties on the general liability policy above and such notation shall appear on the certificate of insurance furnished by CCE's insurance carrier. The certificates for each insurance policy are to be signed by a person authorized by that insurer. Each insurance carrier's rating shall have a Best rating of "A VII" or higher. The adequacy of the insurance supplied by CCE, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Commission.
- c) All deductibles and self-insurance retentions shall be the sole responsibility of CCE and shall be of reasonable industry amounts for companies of similar size and financial capability.
- d) Certificates indicating that such insurance is in effect has been delivered to the Commission. CCE shall maintain coverage for the duration of this Restatement of Agreement. CCE shall annually provide the Commission with a certificate of insurance as evidence that all insurance requirements have been met. It is further agreed that CCE and/or insurance carrier shall provide the Commission with a thirty (30) day advanced notice of material policy modification or cancellation.
- e) Should CCE fail to carry the required insurance, the Commission has the option to purchase replacement insurance and charge the costs back to CCE.

15. Indemnification

- a. CCE Indemnification:

- i. In addition to the insurance requirements set forth above, "Insurance", CCE shall protect, indemnify and hold harmless the Commission, the City of Las Vegas,

their directors, officers, employees, agents, contractors and consultants (collectively herein the "Commission") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the Commission, or any of them, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of CCE, its CCE Affiliates, divisions, including SFXTM or their respective officers, employees, contractors or agents in the performance of the terms, conditions and covenants of the Restatement of Agreement.

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

b. Commission Indemnification.

- i. Subject to any governmental limitations and/or immunities provided by NRS Chapter 41, the Commission shall protect, indemnify and hold harmless CCE, its Affiliates performing hereunder (if any) including SFXTM and their respective directors, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character which may be recovered from or sought against SFX as a result of, by reason of, or as a consequence of, ((i) the use of the Commission Marks pursuant to the license granted herein (ii) any material breach hereunder (iii) any material misrepresentation hereunder, or (iv) any gross negligence on the part of the Commission, its officers, employees, affiliates, contractors or agents in its performance of the terms, conditions and covenants of the Restatement of Agreement.

16. Assignment

Except as expressly permitted in Section 2(c) hereof, neither party may assign their rights nor delegate their duties under this Restatement of Agreement without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Restatement of Agreement.

17. Waiver

Waiver of any of the terms of this Restatement of Agreement shall not be valid unless it is in writing signed by each party. The failure of the Commission to enforce any of the provisions of this Restatement of Agreement, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of

this Restatement of Agreement, or to affect the right of the Commission to thereafter enforce each and every provision of this Restatement of Agreement. Waiver of any breach of this Restatement of Agreement shall not be held to be a waiver of any other or subsequent breach of this Restatement of Agreement.

18. Taxes/Compliance with Laws

a. The Commission and the City of Las Vegas is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax. CCE shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work attributed to it under this Restatement of Agreement. CCE shall make any and all payroll deductions required by law. CCE agrees to indemnify and hold the Commission harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

b. CCE in the performance of the obligations of this Restatement of Agreement shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over its performance of its obligations set forth in this Restatement of Agreement including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

19. Audit of Records

a. CCE agrees to maintain financial records pertaining to all matters relative to this Restatement of Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Restatement of Agreement for a period of three (3) years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event CCE goes out of existence, CCE shall turn over to the CLVC all of its records relating to this Restatement of Agreement to be retained by the Commission for the required period of time.

b. CCE agrees to permit the Commission or the Commission's designated representative(s) to inspect and audit its records and books relative to this Restatement of Agreement at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the Commission reasonably desires concerning CCE's operation hereunder. CCE further understands and agrees that said inspection and audit would be exercised upon no less than 72 hours written notice. CCE further agrees to permit the Commission or the Commission's designated representatives to inspect and audit, as deemed necessary, all records relating to the finances in connection with this Restatement of Agreement, as well as other records including performance records in connection with this Restatement of Agreement that may be required by relevant directives of funding sources of the Commission.

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

Commission's designated representative(s) finds the dollar liability is less than payments made by the Commission to CCE, CCE agrees that the difference shall be either: (a) repaid immediately by CCE to the Commission or (b) at the Commission's option, credited against any future billings due CCE.

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

21. Conflict of Interest (Commission Officials)

a. An official of the Commission, who is authorized in such Commission and on behalf of the Commission to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Restatement of Agreement, payments under this Restatement of Agreement, or work under this Restatement of Agreement, shall not be directly or indirectly interested personally in this Restatement of Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Commission, who is authorized in such Commission and on behalf of the Commission to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Restatement of Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Restatement of Agreement

b. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the Commission relating to this Restatement of Agreement. Notwithstanding any other provision of this Restatement of Agreement, if such interest becomes known, the Commission may immediately terminate this Restatement of Agreement for default or convenience, based on the culpability of the parties.

22. Public Records

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

b. All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to CCE is confidential and privileged. CCE shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the Commission. CCE shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the Commission is obtained. Upon request by the

Commission, CCE shall promptly return to the Commission all confidential information supplied by the Commission, together with all copies and extracts.

c. The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the Commission, then in the public domain; (ii) the information is known to CCE prior to obtaining the same from the Commission; (iii) the information is obtained by CCE from a third party who did not receive the same directly or indirectly from the Commission; or (iv) the information is subpoenaed by court order or other legal process, but in such event, CCE shall notify the Commission. In such event the Commission, in its sole discretion, may seek to quash such demand.

d. The obligations of confidentiality shall survive the termination of this Restatement of Agreement.

23. Notice. Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid or (iii) delivered by an express courier service. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

To CCE: SFX Marketing, Inc.
2000 West Loop South, Suite 1100
Houston, TX 77027
Attention: Bruce Eskowitz, President, National Sales and
Marketing

To Commission: Commission for the Las Vegas Centennial
400 Stewart Avenue, 8th Floor
Las Vegas, NV 89101
Attention: Stacy Allsbrook, Secretary/Centennial Project
Manager

With a copy to: Commission for the Las Vegas Centennial
400 Stewart Avenue, 8th Floor
Las Vegas, NV 89101
Attention: Elizabeth Fretwell, Vice-President

24. Entire Agreement. This Restatement of Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be modified except in a writing executed by both parties.

25. Severability. If any term, provision, covenant or condition of this Restatement of Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

remainder of this Restatement of Agreement will remain in full force and effect and will in no way be impaired or invalidated.

26. Attorney's Fees. In the event legal action is brought by either party to enforce this Restatement of Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein.

27. Survival of Commitments. The grant of rights, conditions, representations, warranties and indemnifications contained in this Restatement of Agreement shall survive the termination or expiration of services and the payment of compensation.

28. Counterparts. This Restatement of Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one agreement after each party has signed such counterpart.

29. Copyrights, Trademarks.

a) **Ownership.** Each party retains exclusive ownership in their respective intellectual property, including, their creative and copyrightable material, names, trademarks, service marks and trade names and logos throughout the term of this Restatement of Agreement and thereafter. Any goodwill directly related to either party's intellectual property shall inure solely to the benefit of and be the exclusive property of the respective owner. Upon the expiration or earlier termination of this Restatement of Agreement, all use of the Commission Marks by CCE shall cease, subject to the sell off period provided in Section 2(c)(ix).

b) **Restriction on Use.** CCE shall during the term hereof use the Commission Marks solely for the purpose and in the manner described in this Restatement of Agreement, or as may be further approved by the Commission in writing from time to time.

...
...
...
...
...
...
...
...
...
...
...
...
...

IN WITNESS WHEREOF, this Restatement of Agreement is duly executed by authorized representatives of each party on the day and year first above written.

AGREED AND ACCEPTED BY: *AB*

SFX MARKETING, INC.

By: *Bruce Eskowitz*

Its: Bruce Eskowitz

10/6/04
Date:

COMMISSION FOR THE LAS VEGAS
CENTENNIAL

By: *Oscar B. Goodman*

OSCAR B. GOODMAN

Its: President

October 7, 2004
Date:

APPROVED AS TO FORM:

J. L. Hall 10/7/04
Date

ATTACHMENT 1

DISCLOSURE OF PRINCIPALS

I hereby certify that SFX Marketing, Inc. is a Delaware Corporation and wholly owned subsidiary of SFX Entertainment, Inc. d/b/a Clear Channel Communications, Inc., a publicly held corporation. I have submitted the current Form 10Q, Annual Report for Clear Channel Communications, Inc., for the Quarter ended June 30, 2003, which was filed with the Securities and Exchange Commission. A full and complete copy of SFX Entertainment, Inc.'s Form 10Q is on file at the Commission for Las Vegas Centennial's Office.

I hereby certify under penalty of perjury, that the above and attached excerpt and Form 10Q are full and complete.

A SFX Marketing, Inc.

By: *[Signature]*

Its: President, Net. Sales & Marketing

Subscribed and sworn to before me this
30 day of OCTOBER, 2003.

[Signature]
Notary Public



Attachment 2 – Page 1
Commission Marks



We Did It Our Way!

We Did It Our Way!

We Did It Our Way!

**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	17,627,542		17,627,542	Corrected
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 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	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	
Huntridge Circle Park Traffic Barriers	0	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 Shadow	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	100,000		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	
	167,160,548	40,000	167,200,548	

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Thai Cultural Art Association of Las Vegas, Location: Charleston Heights Arts Center, 800 Brush Street, Date: September 15, 2004, Type: Special Event Beer/Wine, Event: Thai Performing Arts Appreciation Day 2004, Responsible Person in Charge: Kochasieh Phibulphanuvat - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Lady Luck, Location: Lady Luck, 206 North 3rd Street, Dates: September 16-18, 2004, Type: Special Event Beer/Wine, Event: Bikefest Registration, Parking and Shuttle, Responsible Person in Charge: Thomas Dunbar - Ward 5 (Weekly)

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 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Lady Luck, Location: Lady Luck, 206 North 3rd Street, Date: September 24, 2004, Type: Special Event Beer/Wine, Event: Street Party, Responsible Person in Charge: Thomas Dunbar - Ward 5 (Weekly)

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 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Chilean American Association, Location: Hills Park, 9100 Hillpointe Road, Date: September 26, 2004, Type: Special Event General, Event: Chilean Independence Day Celebration, Responsible Person in Charge: Patricio Sarnataro - Ward 4 (Brown)

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 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT**

☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Southern Nevada Blues Association, Location: Sammy Davis Jr., Plaza, 720 Twin Lakes Drive, Date: October 3, 2004, Type: Special Event Beer/Wine/Cooler, Event: Las Vegas Blues Festival, Responsible Person in Charge: Chere J. Perez - Ward 5 (Weekly)

Fiscal Impact

☒ **No Impact**

☐ **Budget Funds Available**

☐ **Augmentation Required**

Amount:

Dept./Division:

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Las Vegas Founders Club, Location: Tournament Players Club at Summerlin, 1700 Village Center Circle, Dates: October 7-10, 2004, Type: Special Event General, Event: Las Vegas Invitational PGA Golf Tournament, Responsible Person in Charge: David Roush - Ward 2 (Wolfson)

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 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Saint Francis de Sales Catholic Church, Location: 1111 North Michael Way, Church Grounds, Date: October 24, 2004, Type: Special Event General, Event: International Carnival and Bazaar Fundraiser, Responsible Person in Charge: Ed Irigoyen - Ward 5 (Weekly)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division:

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Las Vegas South Sunset Rotary Club, Location: Opportunity Village, 6300 West Oakey Boulevard, Date: November 13, 2004, Type: Special Event General, Event: Mad Hatter's Ball, Responsible Person in Charge: Robert Wood - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Special Event License for Ladd Heleloa, Location: Sammy Davis Jr. Plaza, 720 Twin Lakes Drive, Date: September 18, 2004, Type: Special Event Beer/Wine/Cooler, Event: Na Palapalai Hawaiian Concert, Responsible Person in Charge: Ladd Heleloa - Ward 5 (Weekly)

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 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Beer/Wine/Cooler On-sale License, Vesci & Vesci, dba New York Pizza and Pasta, 2400 South Jones Boulevard, 13, James J. Vesci and Laura A. Vesci, 100% jointly as husband and wife - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Beer/Wine/Cooler On-sale License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

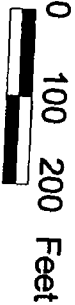
MINUTES:

There was no related discussion.

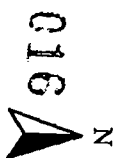
(9:31 – 9:38)

1-815

201



400' Radius



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Liquor Caterer License, Bleu Gourmet, LLC, dba Bleu Gourmet, 8751 West Charleston Boulevard, Samuel R. Bailey, Mgr, Mmbr, 35%, Robert L. Bowell, Mgr, Mmbr, 35%, Sandeep Ahuja, Mmbr, 30% - Ward 1 (Moncrief)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Liquor Caterer License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 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 Off-sale License and a new Restricted Gaming License for 7 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Short Line Operations, LLC, dba Short Line Express Market, Duane L. Shields, Mgr, Ernest A. Becker, Jr., Mgr, Robert M. Morton, II, Mgr, The Ernest A. Becker IV & Kathleen C. Becker Family Trust, Mmbr, 33 1/3%, Ernest A. Becker, Jr., Trustee, Kathleen R. Becker, Trustee, Duane L. Shields & MaryEllen Shields Family Trust, Mmbr, 33 1/3%, Duane L. Shields, Trustee, MaryEllen Shields, Trustee, AMS 1998 Trust, Mmbr, 33 1/3%, Robert M. Morton, II, Trustee, To: Dashmesh Oil Company, dba Dashmesh Gas Station and Market, 6698 Sky Pointe Drive, Gurpreet S. Grewal, Dir, Pres, Secy, Treas, 100% - Ward 6 (Mack)

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 Off-sale License and a new Restricted Gaming License for 7 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41: APPROVED under separate actions (see individual items)
Item 55: ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Burglar Alarm Service License, National Alarm Computer Center, Inc., dba National Alarm Computer Center, Inc., 96 Corporate Park, Suite 300, Irvine, California, Stephen B. Baker, VP - California

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a new Burglar Alarm Service License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41: APPROVED under separate actions (see individual items)
Item 55: ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Change of Location for a Burglar Alarm License, Crime Busters of Nevada, Inc., dba All Secure Alarm Protection, From: 4625 Wynn Road, Suite 101, To: 4780 West Harmon Avenue, Suite 4, David Gross, Pres, 50%, John C. Perdichizzi, Dir, Secy, Treas, 50% - County

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of Change of Location for a Burglar Alarm License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a new Locksmith License, Alamo Lock and Key, LLC, dba Alamo Lock and Key, LLC, 1625 Paradise Reef Avenue, Michael R. King, Mgr, Mmbr, 50%, Jo Ann King, Mgr, Mmbr, 50% - North Las Vegas

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Locksmith License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Massage Establishment License, Ronald L. Reed, dba The Right Touch, 1105 South Rainbow Boulevard, Suite 102, Ronald L. Reed, 100% - Ward 1 (Moncrief)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of a new Massage Establishment License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

NOTE: Under Item 3 (see Item 4), COUNCILMAN MACK disclosed for Item 3 that his company, Mack Consulting, recently began negotiating with Clear Channel Advertising on behalf of his clients. Clear Channel Entertainment and Clear Channel Outdoor are subsidiaries of the parent Clear Channel Corporation, although they do not share corporate officers. Neither group has ever negotiated business involving any of the other Clear Channel subsidiaries, and COUNCILMAN MACK felt that the connection was so remote that it was improbable any conflict would ever rise. Therefore, he indicated that he would continue to vote on items involving SFX Marketing. In addition, Items 22, 70, 71, and 72 involve locations near SuperPawn shops owned by his brother, Steven Mack. Due to the pending sale of all SuperPawn shops, he no longer is a consultant for his brother's company. His brother has not mentioned any of the aforementioned items to him, nor did COUNCILMAN MACK believe that these items would affect his brother's interests; therefore, COUNCILMAN MACK said he would be voting on Items 22, 70, 71, and 72.

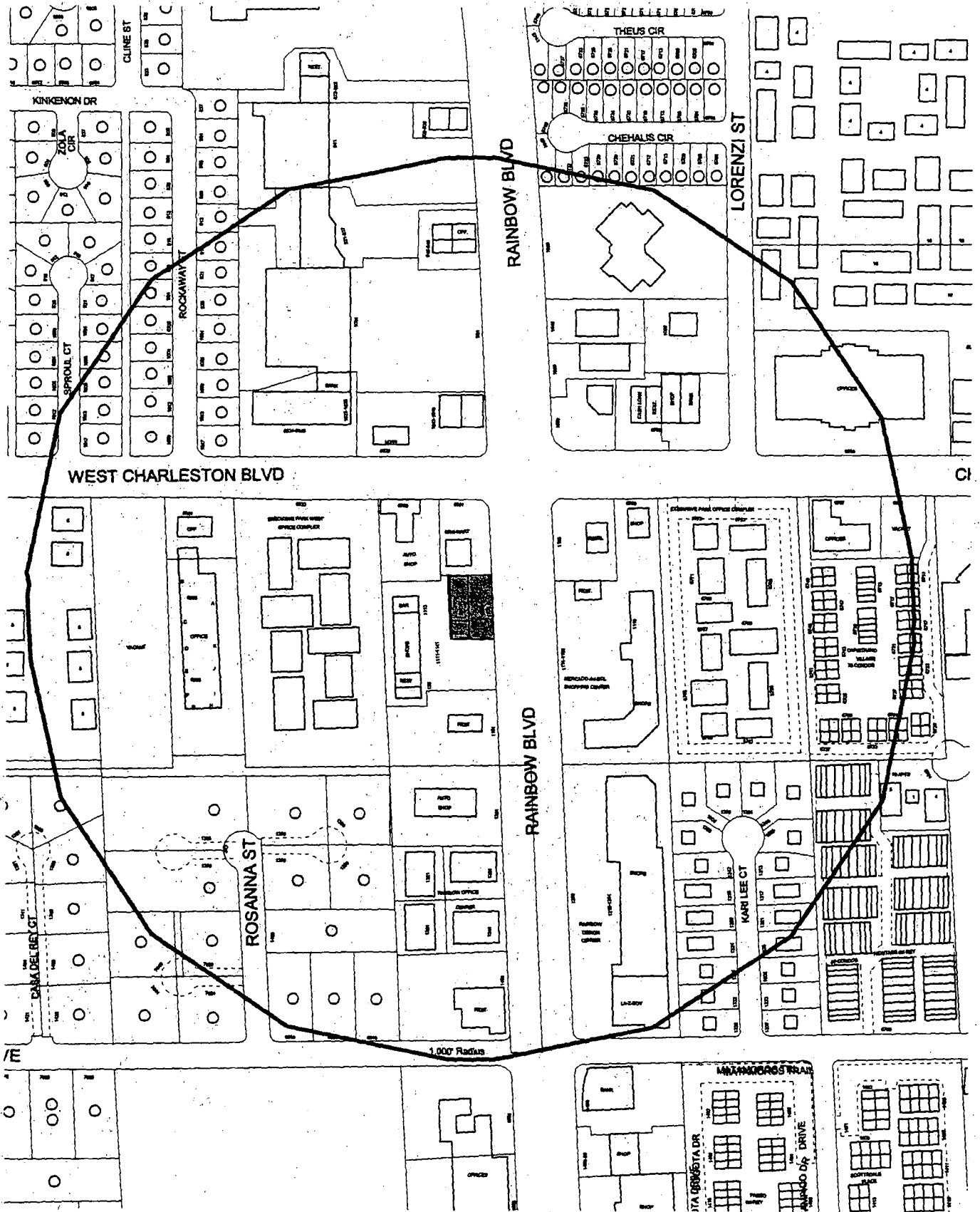
MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

THE RIGHT TOUCH



0 200 400 Feet

022



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Psychic Art and Science License, Sonya Adams, dba Sonya Adams, 1500 East Sahara Avenue, Suite B, Sonya Adams, 100% - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

Approval of a new Psychic Art and Science License

RECOMMENDATION:

Recommend approval

BACKUP DOCUMENTATION:

Map

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

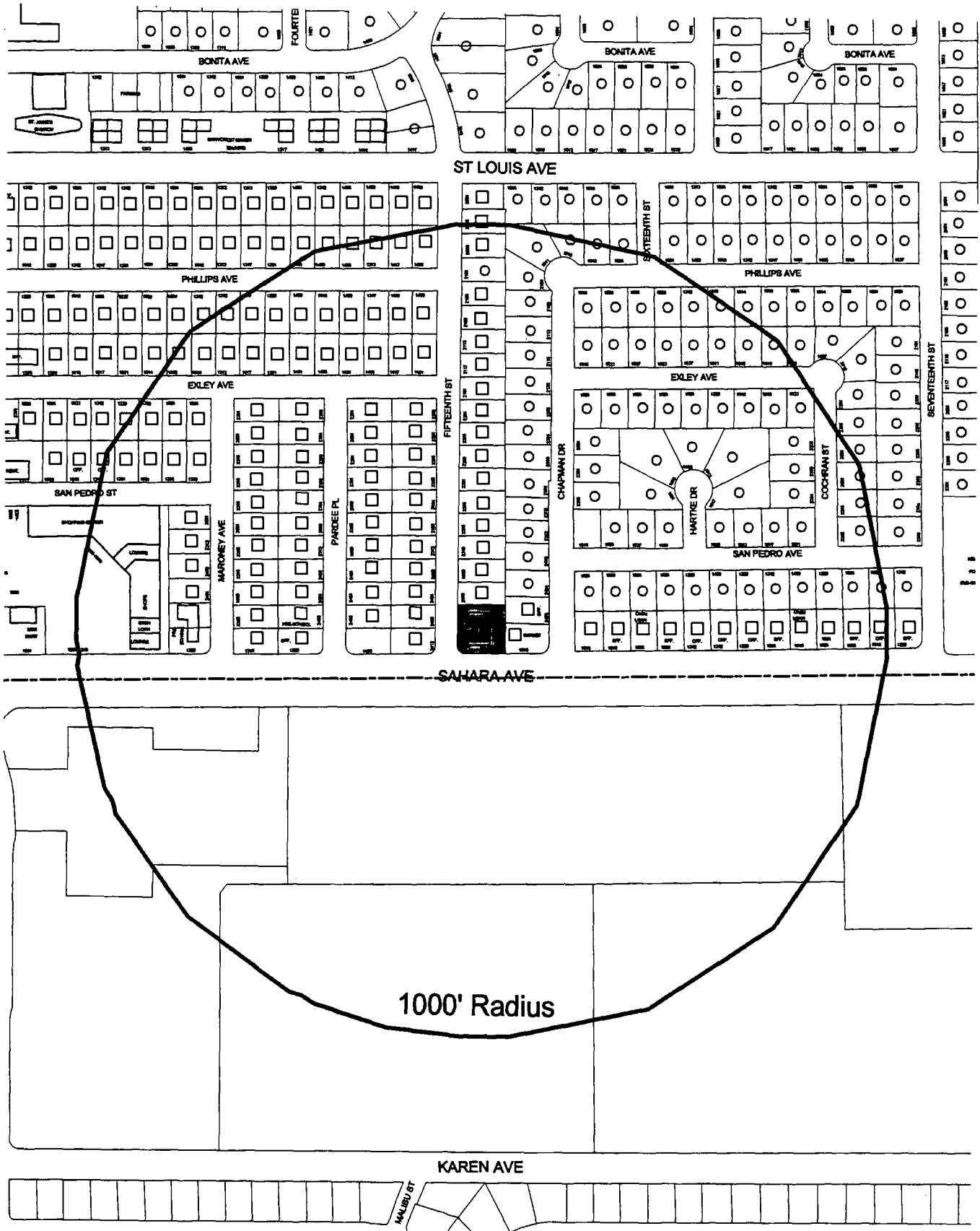
MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

SONYA ADAMS



1000' Radius

0 200 400 Feet

023 N

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

ABEYANCE ITEM - Preapproval of award of Bid No. 05.1730.09-LED, Modification of Lake Mead Boulevard and Tenaya Way Intersection to the lowest responsive and responsible or best bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works (Monetary range \$550,000 to \$760,000 - Road and Flood Capital Projects Fund) - Ward 4 (Brown)

Fiscal Impact

☐

No Impact

Amount: \$760,000

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Road and Flood CPF

PURPOSE/BACKGROUND:

This project consists of constructing exclusive westbound and eastbound right turn lanes on Lake Mead Boulevard and dual left turn lanes on each leg of the intersection. The work shall include traffic signal and street light relocation, electrical work related to relocation, removal and replacement of curb, gutter and sidewalk, asphalt concrete pavement removal and replacement, relocation of existing storm drain and other related work.

PCC: L. E. Davis

RECOMMENDATION:

That the City Council preapprove the award of Bid No. 05.1730.09-LED, Modification of Lake Mead Boulevard and Tenaya Way Intersection to the lowest responsive and responsible or best bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services in the monetary range of \$550,000 to \$760,000. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 04.15341.19-LED, City Hall Basement Remodel and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: COBBLESTONE CONSTRUCTION (\$702,670 - City Facilities Capital Projects Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$702,670

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: City Facilities CPF

PURPOSE/BACKGROUND:

Work on this project consists of remodeling a portion of the existing City Hall basement into a print shop. Scope includes minor demolition, construction of a new exit stair, interior partitions, ceiling tiles, painting, HVAC and electrical system modifications.

PCC: L. E. Davis

POC: Benden Parker - (702) 656-8300

RECOMMENDATION:

That the City Council approve the award of Bid No. 04.15341.19-LED to Cobblestone Construction in the amount of \$702,670 and approve a construction conflicts and contingency reserve of \$70,000. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of issuance of a purchase order for a Mobile Disaster Relief Animal Shelter Clinic - Detention & Enforcement Department - Award recommended to: LA BOIT, INC. (\$111,000 - Multi Purpose Special Revenue Fund)

Fiscal Impact

☐

No Impact

Amount: \$111,000

☒

Budget Funds Available

Dept./Division: Detention and Enforcement

☐

Augmentation Required

Funding Source: Multi Purpose SRF

PURPOSE/BACKGROUND:

The proposed Mobile Disaster Relief Animal Shelter Clinic will be used by various government entities in Southern Nevada. Funding is from a Homeland Security Grant. La Boit, Inc. has a mobile clinic available for purchase that has been used for exhibition purposes at a substantial cost saving to the City. This item is exempt from the competitive bidding process pursuant to NRS 332.146, exemptions to requirements for competitive bidding: Auction, closeout and bankruptcy sales: sale of merchandise left after exhibition.

PCC: T. Bowman

POC: Koni Wade - (800) 776-9984

CFN: 050066-TJB

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for a Mobile Disaster Relief Animal Shelter Clinic to La Boit, Inc. in the amount of \$111,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Agreement No. 050030, Business License Tax Audit Consulting Services - Department of Finance and Business Services - Award recommended to: MBIA MUNISERVICES COMPANY (\$100,000 estimated contingency fee)

Fiscal Impact

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

PURPOSE/BACKGROUND:

To provide business license tax audit consulting services to identify business entities in the City of Las Vegas that are deficient in complying with business licensing requirements. Identification and follow-up with such business entities will result in additional taxes previously gone uncollected. This is a revenue generating contract and MBIA will be compensated on a contingency basis.

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

PCC: D. Kaplan

POC: Jaime Rojas - (800) 800-8181 ext. 3576

RECOMMENDATION:

That City Council approve award of Agreement No. 050030 to MBIA MuniServices Company from date of award through 9/15/05 with (2) one-year options to renewal in the estimated annual contingency fee of \$100,000. Authority to execute the Agreement is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Disclosure of Ownership/Principals

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

CITY COUNCIL MEETING OF SEPTEMBER 15, 2004

Consent – Finance and Business Services

Item 27 – Approval of award of Agreement No. 050030, Business License Tax Audit Consulting Services - Department of Finance and Business Services - Award recommended to: MBIA MUNISERVICES COMPANY (\$100,000 estimated contingency fee)

MOTION – Continued:

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	Contracting Entity
Name	
MBIA MuniServices Company	
Address	
7335 N. Palm Bluffs Ave, Fresno, CA 93711	
Telephone	
(559) 271-6800	
FAX	
13-3528885	

Block 2	Description
Subject Matter of Contract/Agreement	
Discovery of non-compliant local businesses with regards to the City's Business License Ordinance.	
RFP#	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 3 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.	MBA, Inc. – 100% ownership	113 Kang Street, Armonk, NY 10504	(914) 275-4545
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 4 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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

[Signature]

Name

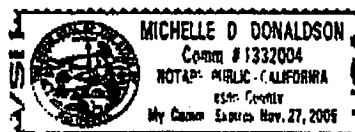
7/30/04

Date

Subscribed and sworn to before me this 30th day of

July, 2004

[Signature]
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Agreement No. 050061, Electrical Engineering Consulting Services - Department of Field Operations - Award recommended to: HARRIS CONSULTING ENGINEERS, LLC (\$53,845 - General Fund) - Ward 5 (Weekly)

Fiscal Impact

☐

No Impact

Amount: \$53,845

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

To provide electrical engineering consulting services to prepare plans and specifications of electrical requirements for electrical upgrades to the City Hall building main electrical power system.

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

PCC: D. Kaplan

POC: Phillip A. Whisenhurt - (702) 269-1575

RECOMMENDATION:

That the City Council approve award of Agreement No. 050061 for electrical engineering consulting services to Harris Consulting Engineers, LLC from date of award through March 30, 2006 for \$53,845. Authority to execute the Contract is given to the Purchasing Manager per 88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

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>
Name	Harris Consulting Engineers, L.L.C.
Address	770 Pilot Road, Suite I Las Vegas, NV 89119
Telephone	(702)269-1575 (702)269-1574 (Fax)
EIN or DUNS	65-1163771

Block 2	<u>Description</u>
Consulting Engineer Services	
RFP #:	

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

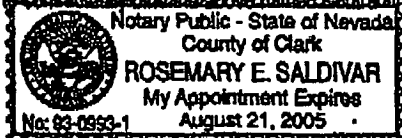
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

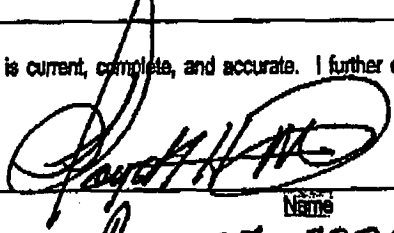
Block 4 Disclosure of Ownership and Principals			
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Floyd T. Harris, III President	770 Pilot Road, Suite I Las Vegas, NV 89119	(702)269-1575
2.	Randall S. Harris, Vice President	770 Pilot Road, Suite I Las Vegas, NV 89119	(702)269-1575
3.	Kent T. Bell Principal	770 Pilot Road, Suite I Las Vegas, NV 89119	(702)269-1575
4.	James F. Heal Principal	770 Pilot Road, Suite I Las Vegas, NV 89119	(702)269-1575
5.	Judith A. Bundorf Principal	770 Pilot Road, Suite I Las Vegas, NV 89119	(702)269-1575
6.			
7.			
8.			
9.			
10.			

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

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

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




 Name
 Aug 27, 2004
 Date

Subscribed and sworn to before me this 27th day of

August

2004

Rosemary E. Saldivar
Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Contract No. 050065-LED, Fire Authority Building Maintenance Testing - Department of Field Operations - Award recommended to: ELECTRICAL RELIABILITY SERVICES, INC. (\$36,125 - General Fund)

Fiscal Impact

☐

No Impact

Amount: \$36,125

☒

Budget Funds Available

Dept./Division: Field Operations

☐

Augmentation Required

Funding Source: General Fund

PURPOSE/BACKGROUND:

This contract will provide for the testing of electrical equipment, Arc/Flash testing, training of personnel related to the Arc/Flash testing and implementation of the testing into the City's safety program.

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

PCC: L. E. Davis

POC: Todd McIntosh - (702) 271-0387

RECOMMENDATION:

That the City Council approve award of Contract No. 050065-LED from date of award through March 31, 2005 in an amount not to exceed \$36,125. Authority to execute the contract on behalf of the City is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

09/02/2004 10:45 FAX

ENT BY: ELECTRO TEST INC;

9250240342;

SEP-2-04 12:07PM;

002

PAGE 2

08/31/2004 10:48 FAX

002

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 or offices which are a part of the corporation; (c) partnership - the general partner and limited partners; (d) limited liability company - the managing member as well as all the other members; (e) trust - the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-08 and 106-08 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	
Electrical Reliability Services, Inc.	
Name: Todd McInish	
Address: 6330 S. Valley View Blvd., Las Vegas	
Telephone: 702/947-0020	
Fax: 702/947-1742	

Block 2 Description
Fire Alarm, Building Maintenance, Training
Contract # 00000-LED

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

09/02/2004 10:45 FAX

ENT BY: ELECTRO TEST INC;

9256240342;

SEP-2-04 12:07PM;

003
PAGE 3/3
003

08/31/2004 10:45 FAX

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)****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.

1.	2.	3.
1.	Electrical Reliability Services, Inc. is a wholly owned subsidiary of	
2.	Emerson Electric Co., St. Louis, MO. Emerson Electric is a publically	
3.	traded on the New York Stock Exchange.	
4.	No Principal of Electrical Reliability Services, Inc. owns more than 1% of	
5.	Emerson Electric.	
6.		
7.		
8.		
9.		
10.		

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

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.

Number of Attached Documents: _____

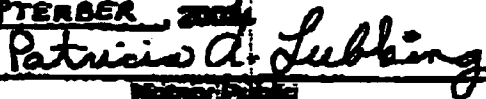
Date of Attached Documents: _____

Number of Pages: _____

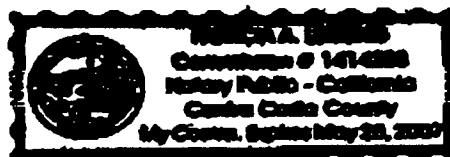
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



Date

Subscribed and sworn to before me this 2nd day ofSEPTEMBER, 2004


Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of ratification of a purchase order for emergency security guards for Sky Vue Mobile Home Park, 15 West Owens Ave. - Department of Detention and Enforcement - Award recommended to: GUARDIAN SECURITY (\$32,256 - General Fund) - Ward 5 (Weekly)

Fiscal Impact

☐ No Impact	Amount: \$32,256
☒ Budget Funds Available	Dept./Division: Detention and Enforcement
☐ Augmentation Required	Funding Source: General Fund

PURPOSE/BACKGROUND:

This item will allow for emergency security guards for the Sky Vue Mobile Home Park, 15 W. Owens. This requirement allows for four (4) armed guards and two (2) un-armed, twenty-four (24) hours a day, seven (7) days a week. This requirement is needed until all demolition is completed. The incumbent provider, Official Security, was unable to fulfill this requirement.

This purchase is exempt from competitive bidding pursuant to NRS 332.112.1(b), May lead to impairment of the health, safety or welfare of the public if not immediately attended to.

PCC: G Leaf

POC: Darryl Hampton - (702) 307-3100

RECOMMENDATION:

That the City Council approve the ratification of a purchase order for emergency security guards to Guardian Security not to exceed \$32,256.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41: **APPROVED** under separate actions (see individual items)
Item 55: **ABEYANCE** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of issuance of a purchase order for the purchase of Community Emergency Response Team (CERT) backpacks - Department of Fire and Rescue - Award recommended to: SAFETY IMAGES (\$25,875 - Mult Purpose Special Revenue Fund)

Fiscal Impact

☐ No Impact	Amount: \$25,875
☒ Budget Funds Available	Dept./Division: Fire and Rescue
☐ Augmentation Required	Funding Source: Multi Purpose SRF

PURPOSE/BACKGROUND:

This item will allow for the purchase of 225 Community Emergency Response Team backpacks. Funding for these will come from a Office of Domestic Preparedness (ODP) FY 2004 Homeland Security Grant Program (HSGP) previously approved by Council on July 21, 2004.

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

PCC: K Falline

POC: Jack Deaton - (800) 582-3456

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for Community Emergency Response Team (CERT) backpacks to Safety Images in the amount of \$25,875.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41: APPROVED under separate actions (see individual items)
Item 55: ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of award of Bid No. 04.1730.08-LED, Durango Drive IV, Tropical Parkway to I-215, and approve the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAB CONTRACTORS, INC. (\$4,474,437 - Various Funds) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$4,474,437

☒

Budget Funds Available

Dept./Division: Public Works

☐

Augmentation Required

Funding Source: Various Funds

PURPOSE/BACKGROUND:

Work on this project consists of roadway construction and the installation of storm drain and sewer facilities on Durango Drive. The major items of work will consist of roadway excavation and embankment, placement of aggregated base course, a.c. pavement, median islands, curb & gutter, streetlights and various other elements associated with road improvements.

PCC: L. E. Davis

POC: Brandy Stevens - (702) 642-3033

RECOMMENDATION:

That the City Council approve the award of Bid No. 04.1730.08-LED, Durango Drive IV to Tab Contractors, Inc. in the amount of \$4,474,437 and approve a construction conflicts and contingency reserve of \$447,443. Authority to execute the Contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: MUNICIPAL COURT

DIRECTOR: JAMES P. CARMANY

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract for Electronic Monitoring Services Agreement between the Las Vegas Municipal Court House Arrest Program and the Boulder City Municipal Court

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Boulder City Municipal Court is responsible for sentencing individuals who have been adjudicated guilty on a misdemeanor charge(s) which sometimes results in ordered home detention. Boulder City Municipal Court has requested assistance to monitor defendants authorized to serve in custody through house arrest either post-conviction or while awaiting trial and Las Vegas has a House Arrest Unit that can serve as a host station through its monitoring and equipment for Boulder City Municipal Court.

RECOMMENDATION:

The City Council approve the Interlocal Agreement between the Boulder City Municipal Court and the Las Vegas Municipal Court House Arrest Program that can serve as a host station through its monitoring and equipment for those defendants sentenced to home detention by Boulder City Municipal Court.

BACKUP DOCUMENTATION:

Interlocal Contract for Electronic Monitoring Services

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

INTERLOCAL CONTRACT FOR ELECTRONIC MONITORING SERVICES

This Interlocal Contract (hereinafter "Contract") is made and entered into this ^{Sept.} ~~July~~ 15th day of 2004, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter "Las Vegas") for and on behalf of the City of Las Vegas Municipal Court House Arrest Program and the City of Boulder City, a political subdivision of the State of Nevada (hereinafter "Boulder City") for and on behalf of the Boulder City Municipal Court. Las Vegas and Boulder City may sometimes be collectively referred to as "parties" or individually as "party" in this Contract.

WITNESSETH:

WHEREAS, Boulder City Municipal Court is responsible for sentencing individuals who have been adjudicated guilty on a misdemeanor charges which sometimes results in ordered home detention; and

WHEREAS, Boulder City Municipal Court has requested assistance to monitor defendants authorized to serve in custody through house arrest either post-conviction or while awaiting trial; and

WHEREAS, Las Vegas has a House Arrest Unit that can serve as the host station through its monitoring and equipment for the Boulder City Municipal Court; and

WHEREAS, NRS 277.180 authorizes any public agency to contract with another public agency to perform any governmental service, activity or undertaking that either of the public agencies is otherwise authorized to perform.

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

SECTION 1: OBJECTIVES/PURPOSE. Boulder City hereby engages and contracts the services of Las Vegas to provide electronic monitoring and/or speaker identification system monitoring for those individuals that qualify for house arrest in the Boulder City Municipal Court in the Las Vegas House Arrest Unit/Municipal Court System (hereinafter "Program"). Boulder City's right to use the Program shall be reasonably determined and allocated by Las Vegas.

SECTION 2: POWER/RIGHTS/RESPONSIBILITIES.

A. Responsibility of Boulder City. Boulder City and Las Vegas agree that Boulder City shall have the sole responsibility of determining which misdemeanor defendants are placed in the Program. Each referral from Boulder City shall be faxed to the Las Vegas House Arrest Unit on the day the sentence is imposed and provide the following information: (1) name of client; (2) case number; (3) date of birth; (4) defendant's telephone number(s); (5) defendant's return court dates; (6) sentencing judge; and (7) the number of days to be served. In addition, Boulder City shall provide and make available jail space for all of its referrals to Las Vegas in the event a defendant/client is terminated from the Program prior to completion.

B. Responsibility of Boulder City's House Arrest Defendants. The defendant/client shall be informed by Boulder City that he/she is responsible to contact the Las Vegas House Arrest Unit office within five (5) business days of the court order to set an intake/orientation date. The defendant/client shall be responsible to pay a \$100.00 non-refundable administrative fee at orientation and pay \$12.00 per day thereafter until the sentence is completed. The defendant/client shall be responsible to pay the appropriate fees as determined by the assigned Las Vegas House Arrest Unit officer.

In addition, the defendant/client shall be responsible to maintain a stable residence and obtain/maintain mandatory telephone service during the entire time he/she is serving time under the Program. Furthermore, a defendant/client shall be responsible to provide all requested documentation to the Las Vegas House Arrest Unit whenever required to verify the defendant/client's whereabouts at all times. Upon completion of the Program, the defendant/client shall be responsible to return all monitoring equipment before being formally and finally released from the Program.

C. Responsibility of Las Vegas. Las Vegas shall be responsible for the oversight, maintenance and repair of the Program system. Las Vegas shall monitor clients by means of computer verification, field visits and office contracts. Las Vegas shall also issue equipment and enter the client calling schedule into the Program system pursuant to previously established protocols established by the Las Vegas House Unit. Las Vegas shall initiate field visitations on each defendant/client based upon their respective classification level as established by the House Arrest Unit.

In addition, Las Vegas will maintain a single file on each individual client containing appropriate documentation and information. The House Arrest Unit shall maintain strict confidentiality for each defendant/client and shall release records and information contained therein only as authorized under state and federal law.

The Las Vegas House Arrest Unit shall be responsible to promptly notify Boulder City Municipal Court via facsimile when (1) a defendant/client enrolls in the Program; (2) if a defendant/client is denied participation in the Program; (3) if a defendant/client has any additional arrests or participation problems in the Program; or (4) if a defendant/client is terminated from the Program. Las Vegas shall report all violations and convey the information upon the appropriate form to Boulder City Municipal Court. Furthermore, the appropriate City of Las Vegas House Arrest Unit Officer(s) shall be responsible to appear before the assigned Boulder City Municipal Court judge for violation hearings if requested by the Boulder City's City Attorney's Office or the judge assigned to the violation hearing.

D. Defendant/Client Non-Compliance. The Las Vegas House Arrest Unit shall notify the Boulder City Municipal Court in writing and/or by telephone when a defendant/client is in non-compliance, is a threat to the public, has failed to make the appropriated payments or if any other circumstance arises that could lead to dismissal from the Program. Las Vegas specifically reserves the right to, in its own discretion, accept or deny participation of any individual in the Program based solely upon their current or previous or noncompliant behavior within the Program.

E. System Failures. Las Vegas shall notify Boulder City of any System failures or defects within twenty-four (24) hours of discovering the problem.

SECTION 3: DURATION. The Contract shall become effective upon its approval by the City Council of both parties hereto, and shall expire three (3) years thereafter. However, the parties may renew this Contract for two (2) additional years upon mutual agreement if done at least sixty (60) days prior to the expiration date set forth above.

SECTION 4: TERMINATION. This Contract may be terminated with or without cause by either party hereto upon written notice provided by either party to the other at least sixty (60) days prior to the effective date of the proposed termination. Upon the effective date of any such written termination, any and all rights and obligations of each party hereto shall be deemed terminated except as previously accrued or vested.

SECTION 5: INDEMNIFICATION. Each party hereto mutually agree to indemnify, defend and hold harmless the other party to the extent provided by law including, but not limited to, Chapters 41 and 277 of the Nevada Revised Statutes, from any liability arising out of the performance of the Contract caused by any act or omission of its officers, agents or employees.

SECTION 6: MODIFICATION/AMENDMENT. This Contract may not be modified or amended except by the express written agreement of the parties and duly authorized by the appropriate governing body or representative for each party hereto. Any other attempt to modify or amend this Contract shall have no force or effect and may not be relied upon by either party.

SECTION 7: NOTICE. Any time that notice must be provided to a party concerning any provision of the Contract, it shall be deemed delivered when deposited, certified mail, return receipt requested, postage prepaid, in the U.S. mail or when personally served upon the appropriate party as follows:

CITY: James Carmany, Court Administrator
Municipal Court
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, Nevada 89101

BOULDER CITY: Judi Bourbeau, Court Administrator
Municipal Court
City of Boulder City
501 Avenue G
Boulder City, Nevada 89005

SECTION 8: ENTIRE AGREEMENT. This Contract shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated herein.

SECTION 9: NO INTENT TO BENEFIT NON-PARTIES. Neither party to this Contract intends: 1) to benefit any person who is not named as a party to this Contract; 2) to provide for the safety of any specific person; or 3) to assume any other duty other than that imposed by general law.

SECTION 10: HEADINGS. The titles and section headings to the paragraphs of the Contract are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Contract.

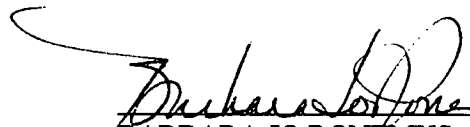
SECTION 11: SEVERABILITY. In the event that any provision of the Contract is found to be invalid, illegal or unenforceable, the remaining provisions shall be binding upon the parties and shall be enforceable as though the invalid, illegal or unenforceable provision were not contained herein. However, the parties agree to negotiate and substitute a valid provision, which closely approximates the intended performance and economic purpose of any invalid, illegal or unenforceable provision.

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

CITY OF LAS VEGAS

By 
OSCAR GOODMAN, Mayor
"City of Las Vegas"

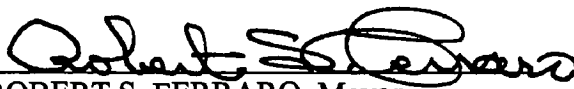
ATTEST:


BARBARA JO RONEMUS, City Clerk

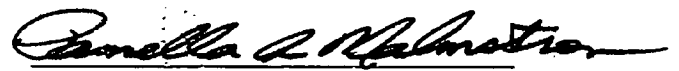
Approved as to form:

By  8/26/04
City Attorney, Date

CITY OF BOULDER CITY

By 
ROBERT S. FERRARO, Mayor
"City of Boulder City"

ATTEST:


PAMELLA A. MALMSTROM,
Acting City Clerk

By 
VICTOR L. MILLER, Municipal Court Judge

Approved as to form:

By  12-14-04
David Olsen, City Attorney Date

RESOLUTION NO. 4453

RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA,
APPROVING INTERLOCAL AGREEMENT NO. 04-949 BETWEEN THE
CITY OF BOULDER CITY AND THE CITY OF LAS VEGAS FOR
ELECTRONIC MONITORING SERVICES

WHEREAS, Boulder City Municipal Court is responsible for sentencing individuals who have been adjudicated guilty on a misdemeanor charge which sometimes results in ordered jail time; and

WHEREAS, being placed on electronic monitoring is available for those individuals that qualify for house arrest; and

WHEREAS, an Interlocal Agreement has been prepared allowing the Las Vegas House Arrest Unit to serve as the best station through its monitoring equipment for Boulder City Municipal Court and is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the City Council of Boulder City, Nevada, does hereby approve Interlocal Agreement No. 04-949 between the City of Boulder City and the City of Las Vegas for Electronic Monitoring Services.

DATED and APPROVED this 14th day of December, 2004.


Robert S. Ferraro, Mayor

ATTEST:


Pamella A. Malmstrom, (Acting) City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of revising a Rehabilitation Deferred Loan to include refinancing of current mortgages not to exceed \$213,275 in FY 2004 Home Investment Partnership (HOME) funds for Maria Magana at 4005 Via Vaquero Avenue - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$213,275

☒

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Dev.

☐

Augmentation Required

Funding Source: HOME

PURPOSE/BACKGROUND:

Ms. Magana is a single mother with three dependents with an annual household income of \$40,147. This income level qualifies her for a HOME funded Direct Housing Rehabilitation loan. The requested funding will cover construction costs from the low responsive bidding contractor, work contract contingency, a preliminary title report, a credit report, a real estate appraisal, plans check fees, recording fees, and the refinancing of the existing home mortgages.

RECOMMENDATION:

Staff recommends that the City Council approve this allocation of funds and authorizes the Mayor to execute the Direct Loan Agreements with the homeowner upon approval by the City Attorney.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 15, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

ITEM DESCRIPTION: Approval of revising a Rehabilitation Deferred Loan to include refinancing of current mortgages not to exceed \$213,275 in FY 2004 Home Investment Partnership (HOME) funds for Maria Magana at 4005 Via Vaquero Avenue – Ward 1 (Moncrief)

Ms. Magana is a single mother with three dependents with an annual household income of \$40,147 that qualifies her for a Home funded Direct Housing Rehabilitation Loan. Ms. Magana was approved by City Council on July 21, 2004 for a Deferred HOME funded Housing Rehabilitation loan in the amount of \$55,000. Since that time her income has increased thus qualifying her for a Direct Loan rather than a Deferred Loan. Ms. Magana currently has two household mortgages totaling approximately \$124,000. Both mortgages have interest rates exceeding 11%. These mortgages will be paid off and refinanced by the City of Las Vegas Neighborhood Services Department, as refinancing necessary to reduce the overall housing costs to the borrower and make the housing more affordable which is an eligible activity under Section 92.206 of the HOME regulations. The cost of the rehabilitation activity will be combined with the mortgage refinancing for a total financial package not to exceed the requested amount of \$213,275.

DIRECT LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of June, 2005 by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"), and Maria Del L. Magana (herein the "Owner").

WITNESSETH:

WHEREAS, Clark County, Nevada, (herein the "County") has entered into a Grant Agreement with the United States Department of Housing and Urban Development, (herein "HUD") for participation in the Home Investment Partnerships Program, (herein the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (herein the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program funds allocated to and administered by the County; and

WHEREAS, the County pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program funds to the City; and

WHEREAS, the City, through the Neighborhood Development Division of the Neighborhood Services Department, has established a Residential Rehabilitation Direct Loan Program (Loan Program) to enable low-to-moderate income homeowners who reside in their homes within the City of Las Vegas to obtain loans from the City to assist homeowners in making their homes safe and livable; and,

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as 4005 Via Vaquero Avenue which more particularly described as:

LAS VERDES HEIGHTS TRACT 3
PLAT BOOK 5 PAGE 72
LOT 49 BLOCK 3
CITY OF LAS VEGAS
COUNTY OF CLARK
STATE OF NEVADA
APN: 162-06-812-075

which serves as the Owners' home ("Owner's home" or "Property"); and,

WHEREAS, the Owner desires to have certain rehabilitation work performed on the Owner's home which is described as follows to wit: New mechanical system, new kitchen cabinetry, new windows, new shower/tubs, new vanities, insulation, roofing, drywall, paint, doors, (hereinafter "Rehabilitation Work") and

WHEREAS, the Owner desires to refinance the existing mortgage on the Property and has requested this refinance from the City's HOME Program; and

WHEREAS, the Owner desires to obtain from the City a loan which is to be used solely for the rehabilitation and the refinance of the Owner's home;

NOW, THEREFORE, it is mutually agreed by and between the parties that,

1. The City agrees to lend to the Owner, and the Owner agrees to borrow from the City, the sum of One hundred ninety two thousand six hundred twenty nine and 30/100--Dollars (\$192,629.30) (herein the "HOME Program Loan" or "Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work on the Owner's home and the payoff of the existing first and second mortgages on the Owner's home.

2. The Owner agrees to execute any contract required to effect completion of the Rehabilitation Work on the Owner's home. Changes in the amounts to be paid for the labor and/or materials shall be authorized only by a written Change Order, which must be signed by the Owner and the contractor, but in no event shall any Change Order be executed without written approval of the Neighborhood Development Division. In the event that the Change Order changes the amount of the contract entered into for the Rehabilitation Work, the Loan will be adjusted accordingly.

3. The Owner agrees that the proceeds of the Loan will be used solely for the rehabilitation of the Owner's home, for the refinance of the Owner's home by the payoff of Owner's first and second mortgages on the Owner's home, and for the related escrow fees and closings costs incurred by Chicago Title Company.

4. The Owner agrees to execute the Promissory Note and Deed of Trust, copies of which are attached hereto as Exhibits "A" and "B" in favor of the City and to repay the Loan in accordance with the provisions of the Promissory Note. If, upon completion of the Rehabilitation Work, the amount expended for the Rehabilitation Work varies from the sum of \$192,629.30, or if the actual payoff amounts for the first and second mortgages differ from the sum of \$192,629.30 the Owner agrees to execute a revised Promissory Note and Deed of Trust, if necessary, so that the amount of the indebtedness concurs with the amount expended for the Rehabilitation Work and the actual payoff amounts.

5. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, including the building and its contents in the minimum amount of \$192,629.30. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect,

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the home until the termination of this Agreement.

6. The Owner agrees to pay all property taxes on the Property when due and furnish to the City proof of such payment on an annual basis until the Loan is paid in full.

7. The Owner understands and agrees that the Loan is for the benefit of the Owner only and only as long as the Owner actually live in the home. In the event that all or any part of the improved real property that is the subject of this Agreement or an interest therein is sold, transferred or otherwise alienated, or if the Owner ceases to live in the Owner's home, the total amount of the Loan, without interest shall, at the discretion of the City, be immediately due and payable.

8. The Owner acknowledges that the Loan is comprised of federal HOME Program funds. The Owner further understands and agrees that the City of Las Vegas requires that unit the (Owner's home) assisted with federal funds remain affordable until the Owner's home is sold, transferred or otherwise alienated and the subsidy provided by federal funds is recaptured. Owner agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Owner's home in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following deed restrictions:

- (a) The Loan term will be for a period of 360 months at 3% interest.
- (b) The Property must be used as the Owner's principal home.
- (c) No temporary subleases of Owner's home are allowed;
- (d) Federal funds, which comprise the loan, must be recaptured upon sale, transfer or change of ownership of Owner's home.
- (e) Should the Homebuyer lose possession of the property through foreclosure, the City of Las Vegas must be properly notified in a timely manner in order to be included in the division of net proceeds of the property (if any), and this amount will satisfy the repayment of the HOME investment.
- (f) The estimated value of the Property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area where the Property is located.

9. a. The City will not subordinate its lien position for future lending except in the following circumstances: (1) to refinance an existing mortgage to a lower interest rate to reduce their monthly payment by a minimum of \$50 per month; or (2) in the event of the death of the owner and the property is being refinanced to allow a new income eligible family member to acquire the property. Home equity loans will only be allowed if the financier of the loan is willing to take a subordinate position to the City's lien. Bill consolidation loans, new higher mortgages, or loans that result in the Owner receiving cash as a result of the new increased value of the asset will not be approved for subordination.

b. The City's Finance Department will provide the loan servicing activities for all direct loans. Loan payment begins 60 days after the final inspections have been approved or the notice of completion is recorded, whichever occurs last. The homeowner will be sent a late payment reminder if payment is not received by the 15th of the month. A late payment fee of 5% will be charged on all overdue accounts.

c. Delinquent accounts past sixty (60) days will be forwarded to the City Attorney of Las Vegas or an outside collection agency for appropriate collection efforts. All costs incurred in the collection efforts will be assessed against the homeowner.

10. Owner agrees to indemnify and save the City, its officers, employees and agents (collectively "City"), harmless from and against any claims or causes of action filed against City as a result from, related to, or arising out of Owner's action or inaction concerning the Rehabilitation work on Owner's home.

11. According to Executive Order 12166, enacted on August 11, 2000, it is mandated that the federal government reduce language barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons to HUD benefits may violate Title VI based upon national origin.

12. MISCELLANEOUS PROVISIONS

A. NOTICES

Any notice or other communications required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

CITY: City of Las Vegas
Attention: Director,
Neighborhood Services Department
400 East Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

OWNER: Maria Del L. Magana

4005 Via Vaquero Avenue

Las Vegas, NV 89102

B. AMENDMENTS

This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

C. TIME OF THE ESSENCE

Time is of the essence of the Agreement and each and every term, condition and provision hereof.

D. NO WAIVER

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

E. COUNTERPARTS

This agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original.

F. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior understandings or agreements between the parties.

G. HEADINGS AND INTERPRETATION

Headings used in this Agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

H. CHOICE OF LAW

This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the State of Nevada.

I. SEVERABILITY

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction, or rendered by the adoption of a statute invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

J. ATTORNEY'S FEES

In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorney's fees to all court costs incurred, in addition to any other damages or relief awarded.

K. ASSIGNMENT

This Agreement may not be assigned without the written consent of the City.

L. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Owner represents that the Owner's home is owned individually by the Owner. Owner warrants that it shall disclose, on the form attached hereto as Exhibit C, all principals, including, partners of Owner, as well as all persons and entities any principal of Owner who acquires an interest in the Owner's home. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

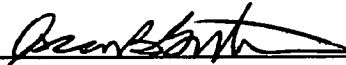
M. RIGHT TO REVIEW AND AUDIT

- A. The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owner goes out of existence, the Owner shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
- B. The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owner further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owner or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, Owner agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Owner are incomplete, the Owner agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owner further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

...
...
...
...
...
...
...
...
...
...
...
...

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

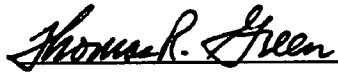
CITY OF LAS VEGAS

BY: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

Approved as to form:

 6/16/05
Date

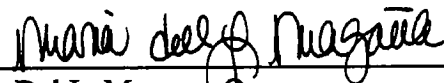

Maria Del L. Magana, Owner

Exhibit "A"
CITY OF LAS VEGAS
NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD DEVELOPMENT DIVISION

RESIDENTIAL REHAB FINANCING
(Owner Occupied Direct Loan)

AMENDED PROMISSORY NOTE

Property: 4005 Via Vaquero Avenue

Amount: \$192,629.30

Date: _____

FOR VALUE RECEIVED, the undersigned Maria Del L. Magana (hereinafter referred to as the "Borrower"), jointly and severally, promise(s) to pay, in lawful money of the United States of America, to the CITY OF LAS VEGAS, on order, the principal sum of One hundred ninety two thousand six hundred twenty nine and 30/100--DOLLARS (\$192,629.30) ("Principal" or "Loan") with interest as described hereafter from the Commencement Date. The repayment of the Principal sum is for the purpose of remuneration of the HOME Program funds. Both principal and interest shall be payable to the CITY OF LAS VEGAS, Department of Finance and Computer Services, Treasury Division, 400 East Stewart Avenue, 6th Floor, Las Vegas, Nevada 89101 or such other place as the holder may designate in writing.

The Principal shall bear interest at the rate of three (3%) per annum and shall be amortized over a 30 year period and fully due and payable in 30 years. Repayment shall be made in consecutive monthly installments of Eight hundred twelve and 14/100--DOLLARS (\$812.14)

commencing on the 15th day of the calendar month that follows the Commencement Date, which is the date the Contractor records in the Office of County Recorder a Notice of Completion concerning the work that is described in the Loan Agreement of even date herewith to which this Promissory Note pertains. Subsequent installments are due on the 15th day of each month thereafter until the principal and interest are fully paid, except that final payment of the entire indebtedness evidenced hereby, if not sooner paid shall be due and payable on the 15th day of June 2035.

If any monthly installments under this Promissory Note is not paid when due, and if such failure is continuing on the date the next installment under this Promissory Note becomes due and payable, the entire principal amount outstanding, together with accrued interest thereon, shall at once become due and payable at the option of the Note holder. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Promissory Note, the holder shall be entitled to all reasonable costs and expenses including, but not limited to, reasonable attorney's fees.

Borrower shall make payable to the Note holder a late charge of five percent (5%) of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Borrower may repay the principal amount, in whole or in part, at any time. The Note holder may require that any partial prepayments (1) be made on the date monthly installments are due, and (2) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and

shall not postpone the due date, if any, subsequent monthly installments, or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

The balance of the Promissory Note shall be immediately due and payable upon demand if any of the following conditions occur:

1. The Borrower ceases to reside on the Property which is pledged as security for the indebtedness herein by means of a Deed of Trust of even date herewith.
2. All of any part of the Property, or any interest therein, is sold, transferred or otherwise alienated.
3. The Borrower acknowledges that the Loan is comprised of federal HOME Program funds. The Borrower further understands and agrees that the City of Las Vegas requires that Borrower's home remain affordable until the Borrower's home is sold, transferred or otherwise alienated and the subsidy provided by federal Home Program funds is recaptured.

In addition, Borrower agrees to execute this Promissory Note and a Deed of Trust of even date herewith granting the property of Borrower's home in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following restrictions which shall also be contained in the Deed of Trust:

1. The Loan term will be for a period of 360 months;
2. The Property must be used as the Borrower's principal home;
3. No temporary subleases of Borrower's home are allowed;

4. Federal funds which comprise the Loan must be recaptured upon sale, transfer or change of ownership of Borrower's home.
5. Should the Borrower lose legal position of the Property/Borrower's home through foreclosure proceedings, the Borrower acknowledges and agrees that the City will acquire payment of the HOME Program funds from the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME Program;
6. The estimated value of the property, after rehabilitation, does not exceed 95 percent of the median purchase price for the area where the Property is located.

In the event that any of the aforesaid conditions occur, the holder of this NOTE may without notice at its option, declare said indebtedness at once due and payable, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor, and protest are hereby waived by the maker thereof.

Any notice to Borrower provided for in this Promissory Note shall be given by mailing such notice by certified mail, addressed to Borrower at the property address stated below, or such other address as Borrower may designate to the Note Holder. Any notice to the Note Holder shall be given by mailing such notice by certified mail, return receipt requested, to the City of Las Vegas, Neighborhood Services Department, Neighborhood Development Division, 400 East Stewart Avenue, 2nd Floor, Las Vegas, Nevada 89101, or at such other address as may have been designated by notice to Borrower.

PROPERTY COMMONLY KNOWN AS 4005 VIA VAQUERO AVENUE, LAS VEGAS, NEVADA IS THE SECURITY FOR THE INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secure the Promissory Note and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

This Note shall be governed by and constructed in accordance with the laws of the State of Nevada. If the Borrower is more than one, each covenant and obligation contained therein stated shall be joint and several.

In witness whereof, the borrower(s) have executed this Promissory Note on this
_____, 2005.

MARIA DEL L. MAGANA, BORROWER

The principal amount of this Note is hereby adjusted as set forth below. The provisions of the Loan Agreement, the Deed of Trust and other loan documents shall apply to this adjustment as of the date set forth.

ADJUSTED AMOUNT

DATE

APN: 162-06-812-075

Exhibit "B"
AMENDMENT TO DEED OF TRUST

THESE PRESENTS, executed at Las Vegas, Nevada, this _____ day of _____, 2005,
by Maria Del L. Magana and City of Las Vegas, Beneficiary.

WITNESSETH:

1. The Trustor and Beneficiary are named as such in that certain Deed of Trust recorded as Document No. 0002050 in Book No. 20050126 of Official Records in the Office of the County Recorder of Clark County, Nevada. None of the Trustors or Beneficiaries has transferred any interest under or in connection with the Deed of Trust.
2. As of the date of the AMENDMENT TO DEED OF TRUST, the Beneficiary has made an additional loan of \$53,629.30 to the Trustor, which is evidenced by an Amended Promissory Note executed and delivered by the Trustor to the Beneficiary.
3. In addition to the obligations originally secured by the Deed of Trust referred to in Paragraph 1 above, it has been and is hereby mutually agreed by the Trustor and Beneficiary the Deed of

4. Trust shall also secure performance of all of the obligations evidenced by the Amended Promissory Note referred to in Paragraph 2 above.

IN WITNESS WHEREOF, the undersigned parties have executed these presents.

Trustor: Maria Del L. Magana

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this _____ day of _____ 2005,
there appeared before me, a Notary Public in
and for said County and State, _____

known to be the person(s) described in and who executed the same freely and voluntarily for the uses and purposes therein mentioned.

Notary Public

Trustor

WHEN RECORDED MAIL TO:

**City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd floor
Las Vegas, NV 89101
Attn: Erik King**

MAIL TAX STATEMENTS TO:

Maria Del L. Magana
4005 Via Vaquero Avenue
Las Vegas, NV 89102

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

Owner represents and discloses that the Owner's home is owned by the Owner. Owner warrants that it shall disclose all principals, including partners of Owner, as well as all persons and entities of any principal acquiring an ownership in Owner's home. Throughout the term hereof, Owner shall notify in writing of any material change, including in the principals and partners of Owner and all persons and entities holding more than 1% interest in Owner or any principal of Owner. The changes shall be listed as follows:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. <u>Mariadel L Magaña</u>	<u>4005 Via Vaquero Ave - LV 89102</u>	<u>592-2313</u>

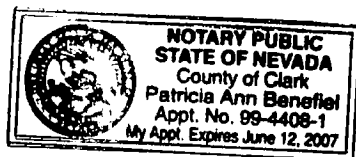
Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the following list is full and complete.

By: Mariadel L Magaña
Maria Del L. Magana

Subscribed and sworn to before me this

20 day of JUNE, 2005
Patricia Ann Benefiel
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an additional \$225,210 of Community Development Block Grant (CDBG) Construction funds for the completion of the facility expansion of the Smart Start Child Care Center located at 1260 West Owens Avenue - Ward 5 (Weekly).

Fiscal Impact

☐

No Impact

Amount: \$225,210

☒

Budget Funds Available

Dept./Division: Neigh. Svcs./Neigh. Devel.

☐

Augmentation Required

Funding Source: CDBG

PURPOSE/BACKGROUND:

On April 5, 2000, City Council approved \$300,000 in CDBG Construction funds for the expansion of the Smart Start Childcare Center. Due to increases in construction materials, permit fees and unforeseen project delays, the cost of the project has increased. The agency has requested additional funding in the amount of \$225,210 which will allow the agency to contract with the lowest bidder for the project.

RECOMMENDATION:

Staff recommends that the city approve the request for additional funds in the amount of \$225,210 for completion of the facility expansion of the Smart Start Child Care Center.

BACKUP DOCUMENTATION:

AMENDMENT ATTACHED

Letter from Smart Start dated August 11, 2004

MOTION:

WEEKLY – APPROVED as recommended – UNANIMOUS

MINUTES:

COUNCILMAN WEEKLY asked when construction is expected to commence. ORLANDO SANCHEZ, Director, Neighborhood Services, answered that the funding should be in place within the next 30 days, the contract will then be awarded, and construction should commence within the next 60 days.

COUNCILMAN WEEKLY thanked JAMES CHANEY, who was not present, and noted that he had the opportunity to converse with some of the parents who take their children to this care center, and they indicated that they are very appreciative of the services, especially of the financial assistance they have received. He is looking forward to the expansion of this facility. MR. SANCHEZ pointed out that this is the only 24-hour facility in the area. Approximately 45 additional families will receive assistance when the expansion is completed.

(9:38 – 9:40)

1-1051

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of September 15, 2004

Date Submitted: October 19, 2007

Amendment to Item #35

Purpose of Amendment:

Executed Agreement Added to the Final Minutes as follows:

- Community Development Block Grant Agreement between the City of Las Vegas and Ethel-Willia, Inc.

Submitted By: Stacey Campbell

Signature: Doreen K. Bridges

City Clerk or Chief Deputy

Date: 10/19/2007

Smart Start
Child Care Center
1280 West Owens Las Vegas, NV 89106

(702) 647-5700

August 11, 2004

Mr. Sanchez, Director
City of Las Vegas
Neighborhood Services
Las Vegas, NV

Dear Mr. Sanchez:

Smart Start Child Care Center received an approved funding level of 550,000 (CDBG - \$300,000 and EDI - \$250,000) for a capital expansion project. To date, \$52,179.53 has been spent (\$25,000 for project management fees and \$27,179.53 for utility connections). Current available funding is \$497,820.00

The low bid received from the bid opening on June 23, 2004 to complete construction was \$225,209.53 to finalize this project that began four (4) years ago. The additional amount reflects an increase in costs since project start-up.

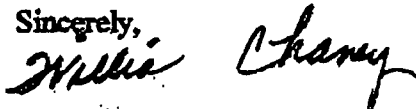
Smart Start is the only childcare facility in the Special Impact Area of the Enterprise Community that operates 24 hours a day, seven (7) days a week. Services are provided for ninety (90) pre-school aged children on a daily basis. After school care and age appropriate activities are provided for approximately fifteen (15) children on a daily basis.

Upon completion of this project, services will be provided to forty-five (45) additional children on a daily basis. In addition we will have to only sickbay to care for twelve (12) mildly ill children. This will increase productivity in the workplace of Smart Start parents by reducing absenteeism.

Should you have additional questions, please call me at (702) 547-56700.

Thank you in advance for your favorable consideration

Sincerely,



William M. Chaney
Executive Director

WMC/tc

COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
Between the City of Las Vegas and
Ethel-Willia, Inc.

THIS AGREEMENT, made and entered into this 17TH day of OCTOBER, ²⁰⁰⁷~~2004~~ by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter referred to as "CITY," and Ethel-Willia, Inc., a nonprofit corporation duly organized under the laws of the State of Nevada, hereinafter referred to as SUBRECIPIENT, whose primary mailing address at the date of execution is 1260 W. Owens Avenue, Las Vegas, NV 89106.

WITNESSETH

WHEREAS, the CITY has entered into a Grant Agreement with the U.S. Department of Housing and Urban Development for participation in the Community Development Block Grant, hereinafter referred to as "CDBG," program under Title I of the Housing and Community Development Act of 1974, P.L. 93-383 as amended; and

WHEREAS, the CITY is responsible for planning, administering, implementing, and evaluating the CDBG program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, CITY as Grantee wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds by providing services to meet one (or more) of the CDBG Program's three broad National Objectives (defined in 24 CFR Part 570.208) as follows:

1. To benefit low- and moderate-income persons,
2. To aid in the prevention or elimination of slum or blight,
3. To meet Community Development needs having a particular urgency;

WHEREAS, on April 5, 2000, the City allocated the amount of \$300,000 in FY 2000-2001 CDBG funds to the Subrecipient for the expansion of the Smart Start Day Care Center; and

WHEREAS, on June 16, 2003, the City received \$250,000 of EDI funds of the FY 2002 HUD Appropriations Act for the expansion of the Smart Start Day Care Center.

WHEREAS, on September 15, 2004, the City allocated the amount of \$225,210 in FY 2004-2005 CDBG funds to the Subrecipient for the expansion of the Smart Start Day Care Center; and

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. ACTIVITIES

SUBRECIPIENT will be responsible for administering a 2000-2001 and 2004-2005 CDBG funds and FY 2002 EDI funds for the projects known as **Expansion of the Smart Start Day Care Center**, which provides activities eligible under the Community Development Block Grant Program as cited in the Scope of Services I.B.1, hereinafter referred to as "Program." It is expressly agreed and understood that the total amount to be provided by the CITY under this Agreement shall not exceed an aggregate total of **\$723,030** in CDBG and EDI funds, consisting of \$300,000 in FY 2000-2001 CDBG funds, \$225,210 in FY 2004-2005 CDBG funds and \$197,820 in FY 2002 HUD Appropriations Act to be allocated in accordance with the Program Budget as detailed in Exhibit "C," attached. SUBRECIPIENT hereby agrees to utilize said CDBG funds made available pursuant to this Agreement to supplement rather than supplant funds otherwise available. Subrecipient agrees that construction will not begin until the City of Las Vegas, Neighborhood Services Director or his/her designee has issued a Notice To Proceed, which shall not be unreasonably delayed following the request therefore by the Subrecipient.

B. PROGRAM DESCRIPTION

1. *Scope of Services to be provided*

The construction of a 4,000 square foot expansion to the current facility located at 1260 W. Owens Avenue. (Exhibit B) The new construction will allow for service level increase of forty-five (45) children and a sickbay capable of providing care for approximately twelve (12) mildly ill children.

C. CLIENT DATA

SUBRECIPIENT will be required to collect for and provide to the CITY Program accomplishments and usage records beginning July 1, 2004 or the date first written above, until June 30, 2005, unless this Agreement is modified at the express consent of the CITY and SUBRECIPIENT. SUBRECIPIENT shall submit, on a quarterly basis, and on occasion upon request of the CITY, a Progress Status Report that shall provide program statistics and a narrative to demonstrate compliance with national objectives as stated above. Failure to submit said reports in a timely manner may delay reimbursement to SUBRECIPIENT for grant-eligible Program expense. Records and reports shall contain, but not be limited to, the following data:

- 1) Total unduplicated (new) clients served including: ethnic breakdown, number and percentage of low- and moderate-income clients served and female heads-of-households served. Exhibit "D"
- 2) Overall number of clients served within the City of Las Vegas corporate limits. New clients plus old for the Program year.

- 3) Statement of Program year goals cited in SUBRECIPIENT application and measurable accomplishments toward achieving said goals through reporting date of said report.

These reports shall be forwarded to the City of Las Vegas Neighborhood Services Department, ATTN: Neighborhood Development Division. CITY will monitor the performance of SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by CITY will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable period of time after being notified by CITY, contract suspension or termination procedures will be initiated.

D. TIME OF PERFORMANCE

This Agreement provides for CDBG funding of SUBRECIPIENT program rendered in accordance with this Agreement from July 1, 2004 through June 30, 2005, inclusive. The CITY shall bear no liability to fund or provide payment for SUBRECIPIENT program services in the event that no CDBG grant award funds are received during fiscal year 2004-2005. Furthermore, the CITY shall be liable only for payment proportional to the extent that CDBG grant the CITY receives award funds. SUBRECIPIENT program expenses incurred after July 1, 2004, but prior to execution of this Agreement may be reimbursed upon approval of the Grantee and contingent upon SUBRECIPIENT conformance with 24 CFR 570.200(h)(1)(i-vi).

II. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH OTHER APPLICABLE STATUTES AND REGULATIONS

SUBRECIPIENT shall obtain any and all Federal, State, and Local permits and licenses required to execute the project or program as described in the Agreement's Scope of Services. SUBRECIPIENT further agrees to abide by all applicable Federal, State, and Local codes, regulations, statutes, ordinances, and laws.

SUBRECIPIENT also hereby agrees to comply with any and all development conditions as established by CITY Council, the CITY Planning Commission, the CITY Board of Zoning Adjustment, and by the CITY Planning Department as stated in the "Program Description" section of this Agreement. When necessary, the CITY may amend such conditions to comply with the City of Las Vegas General Plan, with Title XIX of the Municipal Code of the City of Las Vegas, and with any applicable state, local, and federal law.

B. IRS REGULATIONS

SUBRECIPIENT agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he/she is paid \$600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. 1099 instructions can be obtained on the IRS website.

C. CONSTRUCTION CONTROL

For any construction activities financed in whole or in part by CDBG funds pursuant to this agreement, Subrecipient agrees and understands that Subrecipient may not commence construction until the Director of the Neighborhood Services Department (hereinafter referred to as "Director") issues a Notice to Proceed in writing. Subrecipient further agrees and understands that the City may require the Subrecipient to use a City approved licensed voucher control company for the construction of the Project, unless specified otherwise in writing by the Director.

D. DEED OF TRUST REQUIRED FOR ACQUISITION / CAPITAL IMPROVEMENT

The City shall require reasonable assurances of security for Subrecipient's performance and repayment pursuant to 24 CFR 570.505, which shall be a Deed of Trust for such Property, the form of which is attached to this document as Exhibit "A" and which Subrecipient shall execute as part of this Agreement. Such Deed of Trust shall serve as a collateral interest in the property being financed with CDBG Program funds. If the Subrecipient ceases to meet a national objective in accordance with 24CFR570.208, or through foreclosure, transfer in lieu of foreclosure, or other circumstances, Subrecipient does not maintain vested ownership or legal possession of the Property, or if the provisions of Section II (F) of this Agreement are not complied with, Subrecipient will, upon the request of the City, repay to the City, without interest, the entire \$723,030 in CDBG Program funds that Subrecipient received from the City hereunder.

For all activities pertaining to acquisition of the Property or capital improvement on the Property, the SUBRECIPIENT shall record a "Deed of Trust" the form of which is attached as Exhibit "A" herein and by reference is made a part hereof. The SUBRECIPIENT, as Trustor, hereby agrees to record the "Deed of Trust" at the Recorder's Office of the County of Clark upon the closing of escrow on the Property to ensure performance by the SUBRECIPIENT pursuant to the Program as specified in this Agreement.

The Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in a minimum amount of \$723,030, which will protect the City from losses, damages, or claims concerning the title of the Property.

E. COMPLIANCE WITH NATIONAL OBJECTIVES

SUBRECIPIENT and CITY agree that so long as the Subrecipient shall well and truly perform its obligations to the City of Las Vegas under this Agreement, the City shall retain an interest in the "Property" through a Deed of Trust until the tenth anniversary of the date of final disbursement of funds to the Subrecipient. The funds will still be recapturable upon sale, refinance or transfer of title.

F. CONSTRUCTION COMPLIANCE REQUIRED

For any and all rehabilitation or construction to be performed by SUBRECIPIENT under the scope of this Agreement, SUBRECIPIENT hereby agrees that all such construction shall comply with any and all applicable federal, state, and local building codes, housing codes, and health, fire and safety codes. SUBRECIPIENT shall, to the greatest extent feasible, provide a detailed timeline, which explicitly provides deadlines for all major construction activities to be performed pursuant to this Agreement.

Furthermore, the SUBRECIPIENT hereby agrees to provide the CITY with a design and construction schedule detailing the project's phases to augment the CITY's capacity to monitor SUBRECIPIENT activities as to be performed under the "Program Description" of this Agreement.

G. SUBRECIPIENT RETAINS EXCLUSIVE RIGHT OF PERFORMING SERVICES

SUBRECIPIENT has requested the financial support of the CITY to enable SUBRECIPIENT to provide the services contemplated herein. The CITY shall have no relationship whatsoever with the services contemplated herein except the provision of financial support and the receipt of reports as provided herein. In any and all events, the services contemplated herein shall be rendered at the time, in the manner and under circumstances determined solely and exclusively by SUBRECIPIENT, subject only to review by the City of Las Vegas, Neighborhood Services Director or other designee of the Neighborhood Services Director to assure continuing eligibility for CDBG funding.

H. INDEMNIFICATION

SUBRECIPIENT agrees to protect, defend, indemnify and save harmless the CITY from and against any and all liability, damages, claims, suits, liens, and judgments of whatever nature, including but not limited to, claims for contribution and/or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. SUBRECIPIENT'S obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph, shall include any and all attorneys' fees incurred by the CITY in the defense and/or handling of said suits, demands, judgments, liens, claims and the like and all attorneys' fees and investigation expenses incurred by the CITY in enforcing and/or obtaining compliance with the provisions of this paragraph.

I. LIMIT ON ASSIGNMENT OF INTEREST

SUBRECIPIENT may not assign any part of its rights in this Agreement without consent of CITY. Any such assignment of rights without consent of CITY shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY.

J. ON-SITE MONITORING

Projects and programs funded under this Agreement will be subject to on-site monitoring by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States. Said representatives will be announced no less than 24 hours in advance of such visits, which shall occur during normal operating hours. The representatives may request, and be granted access to records. Representatives may, on occasion, interview program recipients who volunteer to be interviewed.

K. ACCESS TO RECORDS

At any time during normal business hours, SUBRECIPIENT'S records, with respect to matters covered by this Agreement shall be made available for audit, examination, and review by CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States.

L. INSURANCE AND BOND

If SUBRECIPIENT uses a vehicle in providing its services, it shall carry or provide a Comprehensive Automobile Liability Insurance covering bodily injury and property damage, with a minimum comprehensive single limit liability of \$1,000,000.00.

For all construction activities, SUBRECIPIENT must carry a performance bond of a sufficient amount to ensure performance by any and all private contractors retained to perform activities pertaining to the Scope of Services of this Agreement. The specific amount of any bond shall be consistent with the Program Budget as defined in Exhibit "C."

The SUBRECIPIENT shall be required to maintain general liability insurance on the property as follows: bodily injury liability insurance in the amount of \$1,000,000.00 for the injury to or death of any one person, and \$2,000,000.00 for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000.00.

The CITY shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The CITY shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the CITY shall be notified at least thirty (30) days prior to the cancellation or material change of any such coverage.

M. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment 1, all principals, including, partners of Subrecipient, as well as all persons and entities

holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within 15 days of any such change. Attachment 1.

N. CONTRACT REVISIONS

Changes in the Scope of Services as outlined herein must be in accordance with CDBG Program regulations, made by written amendment to this Agreement and approved by both the Subrecipient and the Mayor if funding amounts over \$24,999 are involved or by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Department Director is authorized to sign amendments, which revise the Agreement language without any funding impact. Any such changes must not jeopardize CDBG funding to the City.

O. GROUNDBREAKING/GRAND OPENING EVENTS

The Subrecipient agrees and understands that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the Subrecipient. In addition, the Subrecipient agrees to coordinate any ceremonial events concerning this project with the City of Las Vegas to include review and approval of the date selected, the invitations, the invitation list, the press release, and the programs. The City will be responsible for scheduling the event with any city-elected officials.

III. FEDERAL GENERAL CONDITIONS

A. RELIGIOUS ACTIVITIES

24 CFR 570.200(j)

As a general rule, in accordance with First Amendment Church/State Principles, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, except as cited at 24 CFR 570.200(J)(1)(2)(3).

B. POLITICAL ACTIVITIES

24 CFR 570.207

SUBRECIPIENT will comply with this section, which prohibits the use of CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration.

HATCH ACT

CHAPTER 15, TITLE 5, U.S. CODE

SUBRECIPIENT further agrees that none of the personnel employed in the administration of the within defined Project shall be in any way or to any extent, engaged in the conduct of political activities in contravention of Chapter 15, Title 5, U.S. Code.

C. PROGRAM INCOME
24 CFR 570.500

SUBRECIPIENT agrees that program income, as defined in 24 CFR 570.500, includes, but is not limited to, the following:

1. Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
2. Proceeds from the disposition of equipment purchased with CDBG funds;
3. Gross income from the use or rental of real or personal property acquired by SUBRECIPIENT with CDBG funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property, owned by SUBRECIPIENT, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
6. Interest earned on program income pending its disposition.

D. DISPOSITION OF PROGRAM INCOME
24 CFR 570.504

Program income shall be recorded separately and returned to the CITY for disposition. Upon approval by the CITY, SUBRECIPIENT may retain income from the Project provided that written notification is given to the Neighborhood Services Director and that the income is to be used for the exclusive benefit of the Program. Such income will be subject to guidelines for use of such income in accordance with HUD regulations.

E. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS
24 CFR 570.502

SUBRECIPIENT shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Non-profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-profit Institutions."

F. OTHER PROGRAM REQUIREMENTS
24 CFR SUBPART K

SUBRECIPIENT shall carry out its activities in compliance with all Federal laws and regulations as described in 24 CFR 570.600--570.612, except that SUBRECIPIENT will not assume the CITY'S environmental responsibilities described at 24 CFR 570.604, nor

the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 58.

1. GENERAL--24 CFR 570.600

SUBRECIPIENT agrees to comply with such laws and Program requirements as are applicable to grants made under section 106 of Title I of the Housing and Community Development Act of 1974.

2. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964--24 CFR 570.601
FAIR HOUSING ACT--24 CFR 570.601
EXECUTIVE ORDER 11063--24 CFR 570.601

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds and also obligating SUBRECIPIENT to use Federally-funded property for the purpose for which the Federal funds were awarded.

3. SECTION 109 OF THE ACT--24 CFR 570.602
AGE DISCRIMINATION ACT of 1975--24 CFR 570.602(c)
SECTIONS 504 OF THE REHABILITATION ACT OF 1973
24 CFR 570.602(c)

This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, which requires that no person in the United States shall, on the grounds of age, race, color, national origin, disability, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with Community Development Block Grant funds.

4. AFFORDABILITY PROVISIONS
24 CFR 570.208(a)(3)

Subrecipient acknowledges and understands that low and moderate-income households shall occupy all rehabilitation of permanent, residential structures, upon completion. For any rehabilitation of rental housing, occupancy by low and moderate-income households must be at affordable rents as determined by the City.

5. LABOR STANDARDS & DAVIS BACON ACT
24 CFR 570.603

Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance provided under

the Act. The Contract Work Hours and Safety Standards Act and Copeland Act also apply. Contractors or subcontractors on construction work shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

6. ENVIRONMENTAL STANDARDS
24 CFR 570.604

This Agreement is subject to the National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

7. NATIONAL FLOOD INSURANCE PROGRAM
24 CFR 570.605

This Agreement is subject to the Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

8. DISPLACEMENT, RELOCATION, ACQUISITION, AND ONE-FOR-ONE REPLACEMENT OF HOUSING
24 CFR 570.606

SUBRECIPIENT shall assure it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, non-profit organizations, and farms) as a result of activities pursuant to Part 570.606. Relocation of displaced persons shall be provided in conformance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. In addition, Subrecipient understands and agrees that there must be a one-for-one replacement of any occupied or vacant, occupiable low or moderate income dwelling which is demolished or converted to another use in connection with a CDBG-funded activity.

9. EMPLOYMENT AND CONTRACTING OPPORTUNITIES
24 CFR 570.607

SUBRECIPIENT shall comply with Executive Order 11246, as amended by Executive Order 12086, which provides for Equal Employment Opportunity, and Section 3 of the Housing and Urban Development Act of 1968, with implementing regulations at 24 CFR Part 135. Section 3 requires that employment and other economic development opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

10. LEAD-BASED PAINT
24 CFR 570.608

This Agreement is subject to the regulations at 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

11. USE OF DEBARRED, SUSPENDED, OR INELIGIBLE
CONTRACTORS OR SUBRECIPIENTS
24 CFR 570.609

This Agreement is subject to the requirements set forth in 24 CFR Part 5, in which is incorporated 24 CFR Part 24, which provides for the listing of debarred and suspended participants, participants declared ineligible, and participants who have voluntarily excluded themselves from participation in covered transactions pursuant to Part 24.

12. UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST
PRINCIPLES
24 CFR 570.610

SUBRECIPIENT shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110, A-122, A-133, and A-128, as applicable, as they relate to the acceptance and use of Federal funds pursuant to Part 570.610. The applicable sections of 24 CFR Parts 84 and 85 are set forth at Part 570.502.

13. CONFLICT OF INTEREST
24 CFR 570.611

This Agreement is subject to the general rule that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY as Recipient, or of any designated public agencies, or of SUBRECIPIENT who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted pursuant to Part 570.611, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or Agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

14. LIMITED ENGLISH PROFICIENCY (LEP)

Executive order 12166 enacted August 11, 2000, mandates the federal government reduce language barriers to limited English proficiency (LEP) persons with regard to accessing federal benefits.

Recipients of HUD assistance including state and local governments, public housing authority assisted housing providers, profit and non-profit organizations and other entities receiving funds directly or indirectly from HUD are subject to executive order 12166 and title vi provisions as a condition of receiving federal funds.

Failure to ensure limited English persons (LEP) access to HUD benefits may violate title vi civil rights protections based upon national origin.

G. DRUG-FREE WORKPLACE

As a subrecipient of CDBG funds, and in connection with public services offered, the SUBRECIPIENT agrees that it shall comply with the provisions of the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F, which requires that SUBRECIPIENT shall maintain a facility free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

H. EXPIRATION OR REVOCATION OF AGREEMENT

Upon the expiration or revocation of this Agreement, SUBRECIPIENT shall transfer to CITY any CDBG funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of CDBG funds.

I. ANTI-LOBBYING

Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, prohibits SUBRECIPIENT from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

J. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply fully with any and all provisions of the Americans with Disabilities Act (hereinafter referred to as "ADA") as applicable to the SUBRECIPIENT and the activities to be performed by SUBRECIPIENT under the scope of this Agreement. If employing more than fifteen (15) employees, SUBRECIPIENT agrees to comply fully

with Title I of the "ADA" as set forth at 28 CFR Part 130. If providing "public accommodations" as defined by the Act in Section 301(7)(A)-(L), SUBRECIPIENT agrees to comply fully with Title III of the "ADA" as set forth at 28 CFR Part 36. If providing public transportation, SUBRECIPIENT agrees to comply fully with the federal regulations as set forth at 49 CFR Parts 37 and 38.

IV. FINANCIAL MANAGEMENT

A. AUDIT REQUIREMENTS

This Agreement is subject to other requirements of United State's Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations" and its relevant attachments "A" through "O"; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

This Agreement is also subject to an OMB A-133 Audit pursuant to the Single Audit Act. Effective December 31, 2004, the Office of Management and Budget requires that grant recipients who expend \$500,000 or more during a one year period in federal funds aggregate, conduct an A-133 audit.

In order to ensure Program compliance to the greatest extent feasible, the Neighborhood Services Department has established a policy, effective July 1, 1997, which requires a Subrecipient receiving annual federal funding of \$50,000 or more for two consecutive years to submit an audited financial statement. Such Subrecipient must submit the audited financial statement no later than six (6) months after the conclusion of the second program year of federal funding.

Please Note: Beginning July 1, 2005, the City will implement the following audit policy: Any agency that expends between \$200,000 - \$499,999 in federal funds will be required to have a CPA Audited Financial Statement. The funds expended may be from one or multiple federal sources. If allowable by program regulations, the City may only pay for the portion of the audit, which represents the percentage of City federal funds in the program budget. This policy will replace the policy above placed in effect on July 1, 1997.

All Subrecipients who fall under the requirements of OMB A-133 Auditing rules must submit a full and complete copy of such audits to the Neighborhood Services Department. It is the responsibility of the SUBRECIPIENT to ensure that audits are completed in a proper and timely manner. Failure to submit copies of the A-133 Audit will render the SUBRECIPIENT as non-compliant. This means that no funds may be drawn until the City of Las Vegas Neighborhood Services Department has received and reviewed the copy of the

audit. Please refer to the Public Services Program Subrecipient Manual as provided for further guidance on this matter.

B. RIGHT TO REVIEW AND AUDIT

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Agreement for a period of three years, except those records subject to audit findings have been resolved. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.
2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records and books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the City of Las Vegas as designated by the City. If the City or the City's designated representatives find that the records delivered by the Subrecipient are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

C. DOCUMENTATION OF COSTS

All costs shall be recorded by budget line-items and be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charge. All checks, payrolls, invoices, contracts, and vouchers, orders or other accounting documents pertaining in whole or in part to the Agreements, shall be thoroughly identified and readily accessible.

D. FINANCIAL RECORD KEEPING

Financial records pertaining to all invoices, materials, payrolls, personnel records, and other data concerning matters related to this Agreement may be requested from SUBRECIPIENT

by duly authorized CITY representatives, CITY-contracted independent auditors, HUD and/or the Comptroller of the United States, or any combination thereof.

E. RECORDS

Program records shall be maintained in accordance with HUD and CITY requirements with respect to all matters covered by this Agreement. Such records shall be maintained for a period of five years after the term of this Agreement expires (effectively a fifteen year retention period).

F. PROGRAM BUDGET

Invoice expenditures eligible for payment by the CITY will be in accordance with the Project budget delineated in Exhibit "C" and subject to any conditions imposed in the Scope of Services, to include monthly or quarterly reports and narratives when seeking reimbursement from the City for Project costs. SUBRECIPIENT shall not make any changes in the Project budget unless permission is obtained in writing from the Neighborhood Services Department Director.

G. METHOD OF PAYMENT

The CITY shall reimburse valid invoices for approved Project budget expenditures identified in Exhibit "C" of this Agreement. Before paying such expenses, the CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures, the scope of services, pursuant to this Agreement. The CITY reserves the right to refuse reimbursement for expenses, which are CDBG-ineligible or which are not within the scope of this Agreement. Monthly and quarterly reimbursement requests shall include reports and narratives as detailed in "Scope of Services" section of this Agreement.

H. UNEXPENDED FUNDS

In the event that CITY staff anticipates the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the CITY reserves the right to such unexpended portion for other Projects/programs operating under the CITY'S CDBG Program. An extension of a June 30, 2004 deadline may be authorized in writing by the CITY Neighborhood Services Director the Director's designee.

I. ACCOUNTING METHODS

Expenditures charged to CITY fiscal year 2004-2004 CDBG funds will be accounted separately from all other revenue sources. SUBRECIPIENT shall maintain these records.

J. REAL PROPERTY, NON-EXPENDABLE PERSONAL PROPERTY, DEPRECIATION SCHEDULES, AND DISPOSITION OF PROPERTY

In accordance with the United States Office of Management and Budget (OMB) Circulars A-87, Cost Principles of State and Local Governments, and A-110, Grants and Agreements

with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, the following shall apply:

- 1) Non-expendable personal property will be defined as any property either tangible or intangible other than real property as defined herein, which has a unit acquisition cost of \$500 or more, and a useful life of more than one year.
- 2) Real property will be defined as land, including land improvements, structures and appurtenances thereto, but excluding movable machinery and equipment.
- 3) Non-expendable personal property shall be depreciated on a 5-year, straight-line schedule, as is the accounting standard used for the City of Las Vegas in its financial management. SUBRECIPIENT will be required to maintain property records for and report to the City during the 5-year depreciation period. If the property is disposed of prior to the 5-year depreciation period, the CITY shall provide the SUBRECIPIENT with disposition instructions upon request. If the property is disposed of for cash during this period, it constitutes Program Income, which must be reported in accordance with the Section III C. & D., Program Income, portion of this Agreement. Examples of non-expendable personal property are vehicles and computer equipment. If said property is a vehicle, the City shall be named as a lien-holder on the title.
- 4) When non-expendable personal property has been fully depreciated in accordance with the CITY'S 5-year straight-line schedule, and the property is disposed of for cash, the SUBRECIPIENT may retain such funds provided that SUBRECIPIENT notifies the CITY in writing and that SUBRECIPIENT uses such funds for the exclusive benefit of the Program.
- 5) Pursuant to 24 CFR Part 570.503, the SUBRECIPIENT must transfer upon expiration of the term of this Agreement any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds provided pursuant to this Agreement. In addition, any real property as described above either acquired or improved in whole or in part, in excess of \$25,000, shall be used to meet one of the national objectives pursuant to Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as deemed appropriate by the CITY. If not used as such, SUBRECIPIENT must dispose of such real property in a manner that results in the reimbursement of CDBG funds for the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. This reversion of assets will not be required after such period of time deemed appropriate by the CITY.

V. MODIFICATION OR TERMINATION OF AGREEMENT

A. AMENDMENT OR REVISION REQUIRED BY HUD

SUBRECIPIENT and the CITY hereby agree to amend or otherwise revise this Agreement should HUD and/or any applicable federal statutes or regulations require such modification.

B. TERMINATION

If SUBRECIPIENT fails to fulfill in a timely and proper manner its obligation under this Agreement or shall violate any of the covenants, agreements or stipulations of this Agreement, the CITY shall thereupon have the right to suspend or terminate this Agreement and specify the effective date thereof in accordance with 24 CFR 85.43. Such notice shall be given no less than ten (10) days before the effective date of such termination and sent to SUBRECIPIENT at 1260 W. Owens Avenue, Las Vegas, NV 89106.

C. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

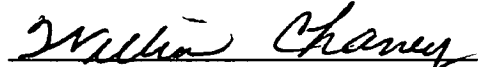
IN WITNESS WHEREOF, the parties hereto have entered this Agreement the day and year first above written.

CITY OF LAS VEGAS

Ethel-Willia, Inc.



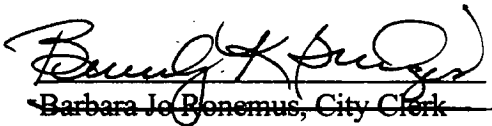
Oscar B. Goodman, Mayor



Willia M. Chaney, Executive Director

ATTEST:

ATTEST:



~~Barbara Jo Bonemus, City Clerk~~

By: Beverly K. Bridges, CMC
City Clerk

By: _____

COUNCIL ACTION: APRIL, 5, 2000; SEPTEMBER 15, 2004

APPROVED AS TO FORM: Thomas R. Chan 12/23/04

ACCEPTANCE OF DEFERRED LOAN AND AGREEMENT TO
COMPLY WITH DEFERRED LOAN CONDITIONS

I, Willia M. Chaney, Executive Director, Ethel-Willia, Inc., a non-profit corporation, on behalf of that corporation, do hereby accept the deferred loan in the amount of \$723,030 and the conditions imposed upon that loan contained in the Community Development Block Grant (CDBG) Agreement to Loan CDBG Program Funds to Ethel-Willia, Inc. approved by the City Council of the City of Las Vegas, Nevada on the 17th day of March 2004, a copy of which is attached hereto and incorporated herein.

Executed this 30 day of December, 2004.

Ethel-Willia, Inc.

By: Willia M. Chaney
Willia M. Chaney, Executive Director

State of Nevada)

County of Clark)

On this 30 day of December, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Willia M. Chaney, Executive Director, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Kim A. Barrera
Notary Public

ORDER NO. 99-50021-1

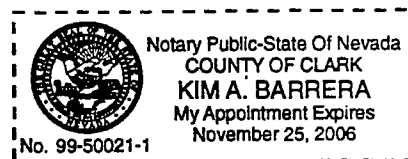


EXHIBIT "A"
SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2004 between Ethel-Willia, Inc., whose principal office is located at 1260 W. Owens Avenue, Las Vegas, NV 89106, herein called TRUSTOR, and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 E. Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called TRUSTEE and BENEFICIARY.

WITNESSETH: Whereas Trustor has received a deferred loan in the amount of \$723,030 from Beneficiary and has agreed to faithfully perform certain obligations and repay the deferred loan monies in accordance with the Community Development Block Grant of even date between Trustor and Beneficiary ("Agreement");

NOW THEREFORE, for the purpose of securing each agreement of the Trustor herein and therein contained and in the Agreement, Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, WITH POWER OF SALE, that certain property located in the City of Las Vegas, Clark County, State of Nevada described as:

See Exhibit "B" attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, Trustor shall abide by the terms of the Agreement executed; Trustor agrees to acquire, dispose of, construct, reconstruct, or install public facilities and make improvements to either benefit primarily low- and moderate-income persons; aid in the prevention or elimination of slum or blight; or to meet Community Development needs having a particular urgency; Trustor agrees to maintain and operate the above-described property as a drug-free environment; Trustor agrees to abide by any and all applicable CDBG program rules and regulations as provided by 24 CFR Part 570; Trustor agrees to transfer title of property to Beneficiary if Trustor, after proper notice and due process, is found to be in violation of its Agreement with Beneficiary; and

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$723,030 in CDBG program funds if the Property acquired by Trustor ceases to meet a national objective in accordance with 24CFR570.208, pursuant to its Agreement with Beneficiary, or if Trustor loses through foreclosure, sale, or other circumstances legal possession of the Property; and

All of the agreements and/or acknowledgments of the Trustee set forth in this Short Form Deed of Trust also constitute agreements or acknowledgments of the City of Las Vegas in its capacity as Beneficiary. The Trustee and Beneficiary agree that the Beneficiary and Trustee under the First Deed of Trust and their respective successors and assigns, including, without limitation, any purchaser, at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of any such purchaser, shall not be bound by or obligated

to perform any of the obligations of the Trustor under this Deed of Trust or under the Agreement referred to herein.

Notwithstanding the rights of Beneficiary to the Property under this Deed of Trust, Trustor agrees to repay to the Beneficiary \$723,030 in CDBG program funds if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through foreclosure, sale, or other circumstances Trustor loses legal possession of the Property; and

So long as the Subrecipient/Trustor shall well and truly perform its obligations to the City of Las Vegas under the Agreement, the obligations of the Subrecipient/Trustor will terminate on the tenth anniversary of the date of final disbursement of funds to the Subrecipient/Trustor; and thereafter the Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all the estate in the premises described in the "Request for Notice" hereto conveyed to the Trustee by the Trustor under the Deed of Trust. The funds will remain recapturable upon sale or transfer of title.

TRUSTEE acknowledges that the Property is or will be encumbered by a deed of trust (the First Deed of Trust), which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. TRUSTEE acknowledges and agrees that this Security Instrument and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Security Instrument. This Security Instrument will not be subject or subordinate to any replacement of the First Deed of Trust, occurring as a result of any prepayment, refinancing, sale or other transaction.

Trustor also agrees and acknowledges that a Request for Notice, the form of which is attached hereto shall be recorded upon the recordation of this Deed of Trust and the Agreement secured hereby.

By execution and delivery of this Deed of Trust and the Agreement secured hereby, Trustor agrees that Covenants Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of NRS 107.030 are adopted and incorporated herein and made a part hereof as though set forth herein, that Trustor will observe and perform said provisions, and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the address hereinabove set forth.

TRUSTOR:

Ethel-Willia, Inc., a Nevada non-profit corporation

BY: _____

Willia M. Chaney, Executive Director

State of Nevada)

County of Clark)

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Willia M. Chaney, Executive Director, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

WHEN RECORDED MAIL TO:

Rodney L. Lister
Neighborhood Services Department,
City of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89101

MAIL TAX BILL TO:

Richard Henry
Ethel-Willia, Inc.
2415 Doherty Way
Henderson, NV 89014

EXHIBIT "B"

LEGAL DESCRIPTION

APN 139-25-301-001

That portion of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 25, Township 20 South, Range 61 East, M.D.M., described as follows:

Parcel 1 as shown by map thereof in File 24 of Parcel Maps, Page 42, and Parcel 2A as shown by map thereof in File 26 of Parcel Maps, Page 68, in the Office of the County Recorder, Clark County, Nevada.

Together with those portions vacated by that certain Order of Vacation recorded April 9, 1979 in Book 1036 as Document No. 995696 of Official Records.

EXHIBIT "C"
PROGRAM BUDGET

Organization: Ethel-Willia, Inc.
Project: Day care facility construction.
Program: Community Development Block Grant, Fiscal Year 2004-2005

Program Budget*

Account	Description	Amount Authorized
992100	New Construction	\$ 723,030
Total Amount		\$ 723,030

*NOTE: Detailed construction budget to be submitted within 30 days of contract execution.

EXHIBIT "D"

CDBG MONTHLY REPORTS

Clients Served & Program Goals Met This Month

Neighborhood Services Department
Neighborhood Development Division
400 Stewart, 2nd Floor
Las Vegas, NV 89101

RE: Project: _____
Represents Month _____

HUD has created new race categories. In addition, HUD requires that the Hispanic ethnicity be counted either for every race sub category as applicable or as simply Hispanic.

*Hispanic must be counted for each category as appropriate and totaled in column C. Example: White column may have 25 clients, 4 of which are also Hispanic. The White column would have 25 and the Hispanic column would have 4, the total clients would still be 25, do not add the two columns together. There may be other categories that also have Hispanic clients. Therefore, column (C) would have the total Hispanic count for all mixed categories and a final total for mixed clients at the bottom of the column. The Hispanic total for clients claiming a straight Hispanic race and ethnicity must also be counted. This is a separate category and has its own row for monthly and year to date totals. The Year to Date Columns should reflect the numbers for each monthly column of clients served to date.

A	B	C	D	E
Race Category	Monthly Client Total	Monthly Hispanic Total*	Year To Date Client Total	Year to Date Hispanic Total
White				
Black/African American				
Asian				
American Indian/Alaskan				
Native Hawaiian/Other Pac. Islander				
American Indian Alaskan Native & White				
Asian & White				
Black & White				
American Indian/Alaskan Native & Black				
Other Multi Racial				
Asian/Pacific Islander				

Hispanic				
TOTAL All Categories				
Female				
Male				
Female Head of Household				

ATTACHMENT 1

DISCLOSURE OF PRINCIPALS

The principals and partners of *Ethel-Willia, Inc.* and all persons and entities holding more than 1% interest in Ethel-Willia, Inc. or any principal of *Ethel-Willia, Inc.* are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

Continue list until full and complete disclosure is made.

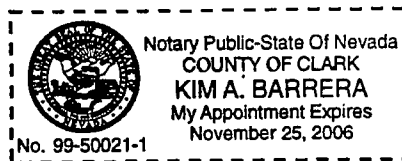
I certify under penalty of perjury, that the foregoing list is full and complete.

Ethel-Willia, Inc.

By: William Chavez
Title: Executive Director

Subscribed and sworn to before me this
30 day of December, 2004.

Kim A. Barrera
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

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

Approval of an allocation in the amount of \$400,000 in FY 2004 Home Investment Partnership (HOME) funds from the Clark County Consortium to be utilized for the City of Las Vegas Homebuyer Downpayment Assistance Program with the following participants: Women's Development Center, Consumer Credit Counseling and East Las Vegas Community Development Corporation to operate their Homebuyer Assistance Programs - All Wards

Fiscal Impact☐**No Impact****Amount: \$400,000**☒**Budget Funds Available****Dept./Division: Neigh. Svcs./Neigh. Devel.**☐**Augmentation Required****Funding Source: HOME****PURPOSE/BACKGROUND:**

The city of Las Vegas through a Request for Proposal (RFP) process has determined that the Women's Development Center, Consumer Credit Counseling and East Las Vegas Community Development Corporation are eligible and qualified to receive HOME funds for the purpose of providing down payment assistance and eligible closing costs to income qualified homebuyers. Each participant agency will draw funding from the program as they process their homebuyers.

RECOMMENDATION:

Staff recommends that City Council approve this allocation of funds and authorizes the Mayor to execute one Agreement with Women's Development Center, Consumer Credit Counseling and East Las Vegas Community Development Corporation after it has been approved by the City Attorney.

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:**APPROVED under separate actions (see individual items)****Item 55:****ABEYANCE under separate action (see individual item)****MINUTES:**

There was no related discussion.

(9:31 – 9:38)

1-815

**HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM
AGREEMENT TO FUND
EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION,
CONSUMER CREDIT COUNSELING
HOMEBUYER ASSISTANCE PROGRAM**

THIS AGREEMENT, made and entered into this 15th day of September, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 3320 Sunrise Ave., Ste. 108, Las Vegas, NV 89101 and CONSUMER CREDIT COUNSELING, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 2650 S. Jones, Las Vegas, NV 89146 (hereinafter referred to collectively as "Subrecipients" and individually as "Subrecipient"), the City and Subrecipients being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Clark County, Nevada (hereinafter referred to as "the County"), has entered into a Grant Agreement with the United States Department of Housing and Urban Development, (hereinafter referred to as "HUD"), for participation in the Home Investment Partnerships Program, (hereinafter referred to as the "HOME Program"), under 24 CFR Part 92 as amended; and

WHEREAS, the County has previously entered into an Interlocal Agreement with the State of Nevada whereby the County will administer certain HOME Program and Low-Income Housing Trust Fund (LIHTF) monies allocated to the County by the Housing Division, Department of Business and Industry, State of Nevada (hereinafter referred to as "NHD"); and

WHEREAS, the County, as the Entitlement Grantee for the HOME Program is responsible for planning, administration, implementation, and evaluation of the program; and

WHEREAS, the City has entered into an Interlocal Agreement with the County for the purpose of creating a HOME Program Consortium (hereinafter referred to as the "Consortium") wherein the City is entitled to participate in a pro rata share of all HOME Program and LIHTF funds allocated to and administered by the County; and

WHEREAS, the County, pursuant to the terms and conditions of the Interlocal Agreement with the City shall transfer HOME Program and LIHTF funds to the City; and

WHEREAS, Subrecipients have requested the City's assistance to provide a homebuyer assistance program to assist low income families in purchasing a home; and

WHEREAS, the City desires to assist Subrecipients by providing a pool of HOME Program funds to assist with its Homebuyer Assistance Program (hereinafter referred to as the "Program" or "Project"); and

WHEREAS, each Subrecipient is desirous of entering into this Agreement in order to implement its Program; and

WHEREAS, the Las Vegas City Council hereby determines that the Program shall provide a substantial benefit to the inhabitants of the City.

NOW THEREFORE, for and in consideration of the premises and of the mutual promises and agreements which are hereinafter contained, the Parties do hereby agree as follows:

I. Scope of Services

A. Subject to the actual receipt of funds from the County, the City will provide up to \$400,000.00 in federal HOME Program funds ("Funds") to Subrecipients to assist with the Homebuyer Assistance Program to be administered by each Subrecipient. The Funds are provided to the Subrecipients on an equal access to funding and will be disbursed to each Subrecipient on a first come, first serve basis until the Funds have been depleted. At no time will Subrecipients be allowed to exceed the total \$400,000.00 cap in Funds with open homebuyer applicant projects.

The Project consists of providing normal down payment and closing cost assistance to a minimum of forty (40) low income families to purchase their homes. Each project (homebuyer applicant) should be set up for the approximate amount required at close of escrow, not to exceed \$10,000. Financial assistance will involve zero interest, deferred payment, forgivable loan secured by a Deed of Trust on the property being purchased. The minimum amount of any loan must be \$1,000. Maximum reimbursement of up to \$10,000 will be for households with incomes 80% or below AMI.

The timing and method of providing HOME funds shall be entirely within the City's discretion. Should the Subrecipients not require the full \$400,000.00 in HOME Funds to close out the City funded Homebuyer Assistance Program, all unused proceeds will revert back to the City.

Each Subrecipient understands and agrees that the obligations, conditions and liabilities of the respective Subrecipients are several obligations, conditions and liabilities of each Subrecipient. Each Subrecipient shall have no obligation or liability to the other two Subrecipients as a result of entering into this Agreement. Each Subrecipient shall comply with the obligations and conditions required by this Agreement.

Prior to disbursement of any monetary assistance and as a condition thereof, the Subrecipient agrees to ensure that each applicant completes a homebuyer training and counseling course provided by a Homebuyer Counselor certified by HUD. Evidence of the completion of such training and counseling shall be maintained by the Subrecipient in the permanent record of each eligible applicant.

In satisfaction of its obligation herein, the Subrecipient may provide such training and counseling or allow the applicant to enroll in an existing program that addresses the concerns of home ownership, including but not limited to: Preparing for Home Ownership; Budgeting and Financing; Negotiating on a Home; Understanding the Costs of a First and Second Mortgage; Obtaining a Mortgage; Costs of Home Ownership; Closing on a Home; Responsibilities of Home Ownership; and Home Maintenance.

Subrecipient shall not commit HOME funds to a homebuyer project until the following has occurred:

1. Prospective Homebuyer has completed the required Homebuyer education course.
2. Household has been approved for a first mortgage loan through an approved lender.
3. Subrecipient has received authorization from City staff that sufficient funds are available.

Commitment of funds will be for a minimum period of 60 days. Each Subrecipient must have a written policy concerning the procedures to be followed if the homebuyer is unable to close escrow within the time allowed. Homebuyer must sign this policy acknowledging that they have read, understood, and agree to its terms.

The City shall require the Subrecipient to solicit participating lenders that shall offer preferred terms to clients participating in the city's Homebuyer Assistance Program through an advertised Request for Proposal (RFP). Subrecipient shall provide to applicant lenders a copy of their homebuyers assistance program and a copy of the federal HOME regulations to which they will be required to adhere (24 CFR Part 92) in the RFP package. To protect HOME assisted homebuyers from predatory lending practices, ensure competitive pricing, and promote efficient project administration, all participating Subrecipients must establish written procedures and a process to pre-approve the lenders. Subrecipient should use the following criteria in evaluating potential lenders:

- Capacity of the organization
- Commitment to serving nontraditional markets
- Quality of loan product(s)

Once submissions are received from lenders through the request for proposal process, a formal review process should be undertaken. Following lender selection, Subrecipient is responsible for ensuring they receive information and instructions concerning HOME Investment Partnership Program federal regulations as well as their own homebuyer assistance program. Subrecipient will be responsible for monitoring their selected lenders' performance through on-going assessment and review of products (at least yearly). Monitoring reports must be kept on file in the respective Subrecipient's offices.

The Subrecipient will then provide the list of approved lenders to potential homebuyers. Should a homebuyer desire to use a lender not included on the Subrecipients' list, the lender must apply and receive approval according to the formal process established by the Subrecipient to select lenders for the program. The lenders will be required to follow their stated policies and procedures to determine eligibility for the first mortgage loan. Once a homebuyer has been qualified, the lender may then refer them to the Subrecipient as a potential HOME funds recipient.

The City reserves the right to limit the duration of participation from successful lender respondents to the Request for Proposal.

B. Subrecipient understands and agrees that the City shall not release any HOME funds unless and until the required Environmental Reviews are completed by the City per 92 CFR 58.

C. Subrecipients agree that any Project costs incurred by a Subrecipient, exceeding the \$400,000.00 cap in HOME Program and/or other funds provided by the City pursuant to City of Las Vegas City Council action of September 15, 2004, will be the responsibility of that Subrecipient. Each Subrecipient further agrees to pay all maintenance and operating costs of each Subrecipient's respective Project, unless otherwise agreed to by the City.

D. Subrecipients agree to use the Homebuyer Assistance Deferred Loan Agreement, Exhibit "A-1", or "A-2", respectively, Promissory Note Secured by Deed of Trust, Exhibit "B-1", or "B-2" respectively and Deed of Trust, Exhibit "C" respectively, the forms of which are attached to this document and which each respective Subrecipient shall cause to be executed by the HOME Program recipient.

E. Each Subrecipient agrees to abide by the following Program Eligibility Requirements:

1. The property is purchased as the principal residence of the qualified buyer, and is located within the city limits of the City of Las Vegas.
2. The property may be either a single family housing unit, condominium or manufactured housing. Manufactured housing must meet the requirements of 24 CFR §92.254(c).
3. The property is subject to recapture provisions established by the City at the time of purchase.
4. The property has an initial purchase price and appraised value that does not exceed 95% of the median purchase price for the housing type in the area as determined by U.S. Department of Housing and Urban Development (HUD) as indicated in "Attachment III". This price includes all closing costs and options and/or upgrades.

5. The property may be new or existing construction. If existing, the property must be owner occupied or have been vacant for at least six months. Exceptions to the six month requirement are: 1) the present renter is the homebuyer; 2) the tenant was evicted for cause; and/or 3) the tenant moved voluntarily. The seller will be required to sign an affidavit.
6. The property must have a Housing Quality Standards (HQS) inspection and meet HQS acceptability criteria, as established by HUD, at time of initial occupancy.
7. The deferred loan will have a period of affordability of five years.
8. Subject to the following conditions, reasonable and customary closing costs may be paid with the HOME loan:
 - a. Assumes HOME eligible buyer;
 - b. Assumes close of mortgage escrow (if the loan does not close, HOME funds cannot be expended);
 - c. Assumes all costs meet the conditions established for the lender product as determined by the agreement between the Subrecipients and the lender; and
 - d. Assumes that all costs have been disclosed to borrower as required by law

Payment may be made for all reasonable closing costs. Reasonable and customary closing costs are as follows:

- a. Loan origination fee (up to 1%);
- b. Loan discount fee (up to 1%);
- c. Appraisal fee – market limit amount per lender proposal;
- d. Credit report;
- e. Recording fee;
- f. Document filing fee;
- g. Title insurance;
- h. HQS inspection fee (\$75 maximum);
- i. Residential warranty (\$350/1 year maximum);
- j. Escrow fee;
- k. Flood Certification fee;
- l. Flood insurance premium;
- m. Flood insurance reserves (two month maximum);
- n. Hazard insurance premium reserves (two month maximum);
- o. Private mortgage insurance reserves (two month maximum);
- ~~p.~~ Mortgage insurance premium – market limit amount per lender proposal;
- ~~q.~~ First lender processing fee;
- r. Property tax reserves (two month maximum);

- s. Prepaid interest (not exceeding 30 days); and
- t. Delivery Costs – up to 15 percent of the HOME assistance or a maximum of \$1,275 per home, whichever is less. Must be supported by detailed documentation demonstrating eligible costs incurred.

NOTE: COSTS NOT SPECIFIED IN ITEMS a THROUGH t above
WILL NOT BE CONSIDERED REIMBURSABLE WITH HOME
FUNDS

- 9. The Subrecipient shall offer the assistance to the eligible applicant by means of a deferred loan forgivable in its entirety at the end of the period of affordability provided the terms of the Homebuyer Assistance Deferred Loan Agreement in "Exhibit A" are met. The eligible applicant shall be required to execute a loan agreement, promissory note and second deed of trust as security for performance of the terms and conditions of the loan agreement.
- 10. Each applicant for assistance must satisfy the following home buyer requirements:
 - a. The applicant must make a minimum investment of \$500 to participate in the HOME program.
 - b. The applicant must occupy the property as a principal residence during the term of the second mortgage.
 - c. The applicant must complete a homebuyer training and counseling class offered by a HUD certified Homebuyer Counselor before being determined eligible.
 - d. The applicant must have been a resident of the City of Las Vegas for at least one year or be a Clark County resident opting to move into the City.
 - e. The applicant must accept specific deed restrictions as stated herein.
 - f. Upon sale of the property or transfer of title within the restriction period (5 years), the applicant agrees to repay the HOME funds pursuant to this agreement.
- 11. Each applicant for assistance must satisfy the following income eligibility requirements:
 - a. A low-income household is defined as a household unit having a gross annual income that does not exceed 80% of the median income for Las Vegas when the property is occupied. The income eligibility requirements are set forth in Attachment "II".
 - b. Eligible households may not have total assets exceeding \$10,000 (excluding two vehicles, subject property, furniture and fixtures). Assets include but are not limited to checking accounts, savings

- accounts, money market accounts, bonds, stocks, mutual funds, pension funds, 401(k) s, IRA's, boats, & motor homes, etc.
- c. Income eligibility must be certified prior to the approval of financial assistance.
12. If the applicant for assistance satisfies the requirements set forth above, the Subrecipients will provide funds in the form of a non-interest bearing loan to the applicant. As a condition to the funding of the loan, the applicant must agree to the following:
- a. The property cannot be rented or leased while the HOME Program restrictions are in effect.
 - b. The applicant agrees not to cause or allow any liens or encumbrances other than the first mortgage by a primary lender to be placed against the property while the HOME Program restrictions are in effect.
 - c. The applicant may not refinance the mortgage during the period of affordability (5 years) except for specific reasons.
 - d. The City shall require recapture of all HOME funds provided in the event the applicant sells the property or transfers title prior to the end of the period of affordability of the original loan, the house does not continue to be the principal residence of the homebuyer, the property owner has breached the terms of the HOME agreement, or at the death of the last surviving homebuyer of the property during the period of affordability.
13. Project Completion – Once a Subrecipient receives a copy of the recorded Deed of Trust and a final HUD-1, the Subrecipient may submit a HUD Completion Report and request for reimbursement. This must be mailed to the city and include:
- a. HUD Completion Report
 - b. Request for Funds form with original signature
 - c. Funds Applied Worksheet
 - d. Copy of Subrecipient's check to Title Company
 - e. Copy of refund check, if applicable.
 - f. Copy of all checks from Title Company or homebuyer to the Subrecipients.
 - g. Copy of final settlement statement (final signed HUD 1)
 - h. Deed of Trust (NOTE: copy of signed original must be recorded within 30 working days from close of escrow.
 - i. Signed Loan Agreement
 - j. Signed Promissory Note
 - k. Certified file checklist
 - l. Proof of homeowners insurance
 - m. Copy of certification of lead base paint risk assessor (if applicable)
 - n. Signed Request for Notice
 - o. Payroll documentation demonstrating labor costs for delivery costs.

- p. Copy of Appraisal
- q. Revised Set-Up Report with actual funding required
- r. Proof property passed HQS inspection
- s. FEMA report

14. Subrecipients must obtain and maintain the following records for five years after the conclusion of the affordability period:

- a. Project Set-Up Report;
- b. Contract between buyer and seller;
- c. Disclosure notice from FEMA stating that the home is not in a flood plain;
- d. Appraisal;
- e. Insurance policy rider showing City of Las Vegas on the policy as an additional insured;
- f. Final Settlement Sheet (HUD 1) from the Title Company;
- g. Certification of Completion of Homebuyer Education Program;
- h. Copy of Recorded Deed of Trust after recordation;
- i. Copies of all checks given and received from Title Company;
- j. Copy of passed HQS Inspection;
- k. Funds Applied Worksheet showing breakdown of HOME funds for normal down payment and acceptable closing costs;
- l. Copy of Request for Funds form;
- m. Project Completion Report;
- n. Verification of income and deposit; and
- o. Documentation that the applicant has met the requirements of the asset test as stated in Section I, E, 11b.

F. Foreclosure/Payoff/Refinancing

Should the homebuyer's property go into foreclosure proceedings, the Subrecipients will use their reasonable best efforts to take all precautions necessary to ensure the HOME funds invested in the property are protected. The Subrecipients should also offer counseling to the homebuyer ([or]sometimes hereinafter referred to as ["borrower"]) prior to entering into foreclosure]the "borrower") at the earliest stage possible in or prior to the commencement of the foreclosure process. Should the Homebuyer lose possession of the property through foreclosure, the City must be properly notified in a timely manner in order that the City be included in the division of net proceeds from the foreclosure sale. The homebuyers will be required to acknowledge and agree that the City will require repayment of the HOME program funds from the net proceeds (if any) from the foreclosure sale and that this amount will satisfy the repayment of the HOME Program funds.

The recapture provision of the HOME funds will be triggered by the voluntary or involuntary sale of the housing. If there are no net proceeds of a foreclosure sale or the net proceeds of a foreclosure sale are insufficient to repay the HOME investment due,

this amount will satisfy the repayment of the HOME Program funds to the City. The net proceeds are the sales price of the property minus loan repayment (other than HOME funds) and foreclosure costs charged to the homebuyer.

Should the homebuyer repay the HOME funds invested in the Property, the Subrecipient shall issue or forward a check to the City with a Deed of Reconveyance. The City will then execute the Deed of Reconveyance and submit said documents to the Subrecipient.

Refinancing of a HOME assisted property is allowable only for the following reasons (unless the HOME money is repaid to the City in the refinancing process):

1. To lower the interest rate and monthly payment on the first mortgage by a minimum of \$50 per month;
2. To allow the borrower to secure a loan to cover emergency non-insured property damage to the home; or
3. To allow the borrower to secure a loan to cover major, non-insured medical treatment.

The City will not agree to subordinate if the most recent appraised value of the property is less than the new mortgage amount plus the HOME funds invested in the property.

The City will not subordinate its position to any loans which do not meet the criteria noted above. The City will not subordinate its position to adjustable rate, interest only or negative amortization loans. In addition, the City will not subordinate its position if the borrower is refinancing to "cash-out" their equity for any reason. In order to expedite refinancing, the borrower shall request that Subrecipient send a written request to the City of Las Vegas Neighborhood Services Director explaining the reason for a subordination request. Supporting documentation confirming the reason for the requested subordination must be included. Additionally, the new refinanced amount must be at or below HUD's 203(b) limit FHA Maximum Mortgage Limit as determined by the City. The Subrecipient must receive written consent to the subordination request from the Neighborhood Services Director, which consent may be withheld at the discretion of the Neighborhood Services Director. The City of Las Vegas will not approve more than one subordination request per year per borrower, and only if the request fulfills the requirements above. Homebuyer may refinance the property if the HOME money is being paid back to the City in the process (see "Payoff" paragraph above).

G. Subrecipients Responsibilities

- a. Homebuyer Education – All HOME assisted homebuyers must complete a City approved homebuyer education course conducted by a HUD certified counselor. A copy of each homebuyer's certificate of completion must be maintained in the file by the Subrecipient. Prior to commitment of HOME funds, homebuyers must be informed of all

requirements and fees charged to participate in the homebuyer program, including the requirement to sign a Deed of Trust and the requirement of flood insurance if the property is located in a flood plain. In addition, the homebuyer must be educated concerning the hazards of lead based paint and the lead based paint requirements and a signed acknowledgement of this education by the homebuyer indicating that he has received this training and understands the dangers of lead based paint must be obtained and maintained by the Subrecipients in the project file. The Subrecipients should provide the potential homebuyer with the steps of the program process.

b. Marketing and Outreach – An affirmative action plan must be developed and implemented to insure that information and access for the program is made available to a broad spectrum of the community with an emphasis on traditionally under-served populations.

c. Determination of Income Eligibility – Technical eligibility of the household will be performed by the Subrecipients staff, independent of the financial analysis performed by other entities, e.g. lenders, realtors. Household income eligibility will be performed in accordance with procedures identified in HUD's *technical Guide for Determining Income and Allowances for the HOME Program, Second Edition (HUD-1780-CPD)*, using the most current HUD HOME Program Income Limits (Attachment II). An Income Eligibility Package must be completed on each household to include at a minimum an income and asset questionnaire, Household Income Declaration Form, and source documents used to verify income.

H. Lead Base Paint Requirements – If the home that the prospective HOME funded homebuyer has chosen was built prior to 1978, prior to close of escrow, the seller (at their expense) must have the home tested for lead based paint by an Environmental Protection Agency (EPA) State of Nevada certified risk assessor. If it is determined that the chosen home has lead based paint anywhere in the building, the home will be disqualified from the city's Welcome Home Homebuyer Assistance Program.

For properties built after 1978, prior to close of escrow, a visual assessment of all painted surfaces contained in the proposed property to be purchased, must be conducted to identify deteriorated paint and/or paint stabilization of deteriorated paint surfaces. A clearance examination will be required. The Subrecipients must make every effort to provide a prompt visual assessment of the property to ensure that the time limits of the real estate contract are met.

Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by the Subrecipients and the Mayor if funding amounts over \$24,999 are involved or by the Director of

Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Department Director is authorized to sign amendments which revise the Agreement language without any funding impact. Any such changes must not jeopardize HOME Program and/or LIHTF funding to the City.

II. City General Conditions

A. Subrecipients have requested the financial support of the City that is provided for in this Agreement in order to enable Subrecipients to close out their City assisted Homebuyer Assistance Program. The City shall have no relationship whatsoever with the services provided, except the provision of financial support and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such development on the part of the City may be claimed or found to exist, Subrecipients shall be an independent contractor only.

B. Subrecipient shall obtain any and all federal, state and local permits and licenses required to execute the Project as described in this Agreement's Scope of Services. Subrecipient further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws. The City makes no representation nor commitment concerning approval of development-related permits for the Project.

C. Subrecipient will provide the Director with client usage records for HOME-assisted units on a semi-annual basis during the period of this Agreement. These records will contain but are not limited to, the following data:

1. Total clients served;
2. Political entity from which client(s) moved;
3. Racial breakdown of clients served including Black, White, Hispanic, American Indian, Alaskan and Asian/Pacific Islander;
4. Number and percentage of Very Low-, Low- and Moderate-Income clients as defined by HUD HOME Program Income Guidelines;
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Name of each head of household served
9. Number of persons in each household served;
10. Number of veterans, male and female, served.

D. If a Subrecipient breaches its obligations to the City under the provisions of this Agreement in the case of one or more homebuyers or properties and the Subrecipient fails to cure any such breach that is curable after the Subrecipient receives notice of the breach from the City, Subrecipient will, upon the request of the City, repay to the City, without interest, the amount of HOME funds that Subrecipient received from the City hereunder.

E. No Subrecipient may assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein, for reimbursement to the City.

F. Subrecipients shall ensure that HOME Program recipients of the City HOME funds will carry homeowner's insurance covering the full replacement costs of the property. The City must be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City must be furnished evidence that the foregoing insurance coverages are in effect prior to disbursement of any funds.

G. Subrecipient shall allow duly authorized representatives of the City to conduct such occasional reviews, audits and on-site monitoring of the Project as the City deems to be appropriate in order to determine:

1. Whether the objectives of the Project are being achieved;
2. Whether the Project is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the Project;
4. Whether the financial operations of the Project are being conducted properly;
5. Whether the periodic reports to the City contain accurate and reliable information; and
6. Whether all of the activities of the Project are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

Visits by the City to the Project shall be announced to Subrecipient in advance of those visits and shall occur during normal operating hours. The representatives of the City may request, and, if such a request is made, shall be granted, access to all of the records of Subrecipients which relate to the Project. The representatives of the City may, on occasion, interview residents of the HOME-assisted units of the Project who volunteer to be interviewed.

H. At any time during normal business hours, Subrecipient's records, with respect to the Project, shall be made available for audit, examination and review by the City, contracted

independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

I. Subrecipients will protect, defend, indemnify and save harmless the City from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death of any person or persons caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. Subrecipient's obligation to protect, defend, indemnify, and save harmless as set forth in this paragraph shall include any and all reasonable attorneys' fees incurred by the City in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by the City in enforcing or obtaining compliance with the provisions of this Agreement.

J. Subrecipients will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agree to notify the City of any legal action which is filed by or against it in connection with or arising from the HOME Program.

K. This Agreement will commence as of the date set forth in the introductory paragraph (which shall be the date of approval by the City Council), however, the HOME Program funds will not be made available to Subrecipients until all Parties execute this Agreement.

L. In the event that Subrecipients and/or the City anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, the City reserves the right to extract that portion for other projects/programs operated under the City's HOME Program.

M. Subrecipients agrees that no officer or employee of Subrecipient may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

N. Subrecipients shall agree that no officer or employee of Subrecipient may use his or her position to secure or grant any unwarranted privilege, preference exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

O. Subrecipients shall agree that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Subrecipients warrant that they each have disclosed, on the form attached hereto as Attachment I-A, I-B, or I-C, all principals, including, partners of Subrecipients, as well as all persons and entities holding more than 1% interest in Subrecipients or any principal of Subrecipients. Throughout the term

hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

P. Subrecipients shall agree that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

Q. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

R. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

S. Right to Review and Audit –

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten (10) years, except those records subject to audit findings shall be retained for three (3) years after the period of affordability. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County, Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives find that the records delivered by the Contractor are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

III. Federal General Conditions

A. Subrecipients shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code;
2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-200 and the implementing regulations in 24 CFR, Parts 51 and 58;
3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284;
4. Section 109 of the Housing and Community Development Act;
5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2;
6. The Fair Housing Act, as amended;
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135;
8. Executive order 11063, as amended;
9. The Age Discrimination Act of 1975;
10. Section 504 of the Rehabilitation Act of 1973;
11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto;
12. The Fair Labor Standards Act;
13. The Federal Labor Standards Act;
14. Section 202(a) of the Flood Disaster Protection Act of 1973;

15. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35;
16. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law;
17. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act;
18. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988;
19. Section 320 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits Subrecipients from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipients, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

20. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipients shall:

- a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;
- b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
- c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U. S. Code.

D. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipients shall carry out their activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipients will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359,

F. Subrecipients shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

G. Subrecipients shall maintain records in accordance with 24 CFR 92.508.

H. Subrecipients shall comply with the requirements of Executive Order 11625, which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income shall be returned to the City unless the City authorizes in writing that all or a specific portion of such income will be retained by Subrecipients.

J. Any material breach of the terms of this section shall result in forfeiture of all HOME Program and/or LIHTF funds received by Subrecipients pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipients shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. The Subrecipients agree to ensure that the homes purchased with the assistance of the City HOME funds will have all health and safety violations corrected prior to initial occupancy. Furthermore, all HOME-assisted units shall be in compliance with Housing Quality Standards established by HUD for the Section 8 Program, and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements, within six (6) months from the date of closing.

M. Subrecipients agree to undertake an affirmative marketing program in conformance with 24 CFR 92 351 (b)

N. Subrecipients agree that this Agreement is in effect for a Period of Affordability of 5 years since the City grant consists solely of HOME funds received directly from HUD, commencing from the initial date of payment of HOME funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with applicable laws and regulations, including 24 CFR Part 92.503 and Administrative Guidelines, NRS 320, and NAC 310.

P. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of any HOME funds received from the State of Nevada by the City invested in the property be returned to the City's Neighborhood Services Department to be reinvested in other affordable housing units in accordance with Administrative Guidelines, NRS 320, and NAC 320.

Q. Should tenants be displaced as a result of acquisition of the Property, Subrecipients agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Financial Management

A. Subrecipients agree to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133.

B. Subrecipients agree that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

C. Subrecipients agree that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

D. Subrecipients agree that they may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

V. Modification or Revocation of Agreement

A. The City and the Subrecipients will amend or otherwise revise this Agreement should such modification be required by HUD, the Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipients shall be bound by any such amendments or revisions.

B. In the event that any of the HOME funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

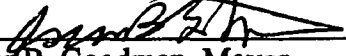
C. If a Subrecipient fails to fulfill, in a timely and proper manner, its obligations under this Agreement, the City may suspend or terminate this Agreement with respect to that Subrecipient in accordance with 24 CFR 85.44.

VI. Supervening Provisions

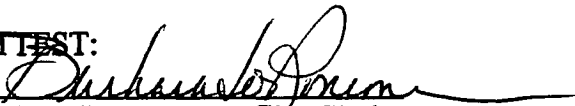
Notwithstanding any other provision of this Agreement to the contrary: (i) all of the obligations and liabilities of the respective Subrecipients under this Agreement are and shall be several (and not joint) obligations and liabilities of the three respective Subrecipients; and (ii) none of the Subrecipients shall have any obligation or liability, including, without limitation, any obligation to pay any expenses or to repay any advances, as a result of any acts, omissions or liabilities of the other two Subrecipients, including, without limitation, any breach or non-performance of any obligations by one or more of the other two Subrecipients. The intent of this Paragraph is to make each of the respective Subrecipients liable and accountable only for its own acts and omissions, and to avoid a situation in which a Subrecipient that has complied with its obligations under this Agreement is threatened with bankruptcy and/or with termination of its community services as a result of wrongful acts or omissions by either of the other Subrecipients.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

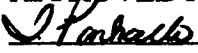
CITY OF LAS VEGAS


Oscar B. Goodman, Mayor

ATTEST:

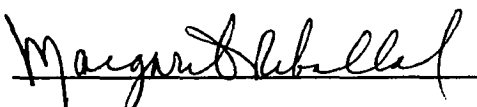

Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:


10/20/05 Date

Approved by City Council
September 15, 2004

EAST LAS VEGAS
COMMUNITY
DEVELOPMENT
CORPORATION


Margarita Rebollal, Executive
Director

CONSUMER CREDIT
COUNSELING


Michele Johnson, President/CEO

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Margarita Rebollal, Executive Director of the LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION, and Michele Johnson, President of the CONSUMER CREDIT COUNSELING, a Nevada non-profit corporation, on behalf of our respective corporations, do hereby accept the grant made and the conditions imposed upon that grant contained in the HOME Investment Partnerships "HOME" Program Agreement to Fund approved by the City Council of the City of Las Vegas, Nevada on the 15th day of September, 2004, a copy of which is attached hereto and incorporated herein.

Executed this 13 day of October, 2005

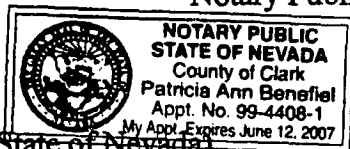
EAST LAS VEGAS COMMUNITY
DEVELOPMENT CORPORATION

By: Margarita Rebollal
Margarita Rebollal, Executive Director

State of Nevada)
County of Clark)

On this 13 day of October, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Margarita Rebollal, as Executive Director of East Las Vegas Community Development Corporation, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Patricia Ann Benefiel
Notary Public



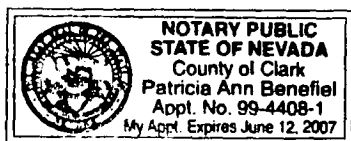
State of Nevada)
County of Clark)

CONSUMER CREDIT COUNSELING

By: Michele Johnson
Michele Johnson, President/CEO

On this 13th day of October, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michele Johnson, as Executive Director of Consumer Credit Counseling, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Patricia Ann Benefiel
Notary Public



ATTACHMENT "I-A"

DISCLOSURE OF PRINCIPALS

The principals and partners of EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION and all persons and entities holding more than 1% interest in EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION, or any principal of EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION, are the following:

FULL NAME PHONE	BUSINESS ADDRESS	BUSINESS
1.		
2.		
3.		
4.		
5.		
6.		

See Attached List

Continue list until full and complete disclosure is made.

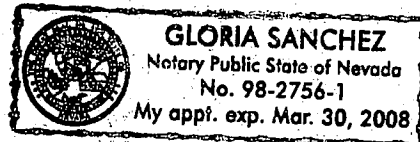
I certify under penalty of perjury, that the foregoing list is full and complete.

EAST LAS VEGAS COMMUNITY
DEVELOPMENT CORPORATION

By: *Margarita Rebollal*
Margarita Rebollal
Title: Executive Director

Subscribed and sworn to before me this
1st day of November, 2005

Gloria Sanchez
Notary Public



East Las Vegas Community Development Corporation (ELVCDC)10/31/05

Board of Directors

2005 – 2007

Mildred Arroyo McClain, PhD, President

Asst. Professor, Professional Studies Dept.
UNLV School of Dental Medicine
1001 Shadow Lane, MS 7410
Las Vegas, NV 89106-4124
Home: 269-2065
Cell: 250-6833
Direct: 774-2642
Fax: 774-2721
E-mail: millie.mcclain@unlv.edu
Member: 11/00-01/07

Cynthia A. Enerson, CPA, Treasurer

Daniel T. Gerety, PC-Tax Director
3027 E. Warm Spring Suite 400
Las Vegas 89101
Home: 269-9539
Bus: 933-2213
Fax: 933-2214
Cell: 340-9119
E-mail: cenerson@geretycpa.com
Member: 01/02-01/07

Faustina Gbafa, Resident

Kindred Hospital Environment Services
2903 Poplar Avenue
Las Vegas, NV 89101
Home: 735-3519
Cell: 445-5530
E-mail: johnngbafa@cox.net
Member: 01/03-01/07

Francisco Herrera, Resident

2947 Poplar Ave.
Las Vegas, NV 89101
Home: 419-4398
Bus: 731-7110
Member 04/03-01/07

Felipe I. Rodriguez, B.A. F.C.

Rodriguez Partners
850 E. Desert Inn Road, Ste# 1004
Las Vegas, NV 89109
Home: 858-0159
Bus: 858-0159
Fax: 434-0912
E-mail: firodl@aol.com
Member: 11/00-01/07

Edward A. Garcia, Esquire, Vice President

Jones Vargas, Attorneys at Law
3773 Howard Hughes
Las Vegas, NV 89102
Home: 269-2065
Bus: 734-2220
Fax: 734-2722
Cell: 580-5142
E-mail: emg@jonesvargas.com
Member: 11/00-01/07

Janeth Alvarado, Secretary

6298 Navajo Gorge Court
Las Vegas, NV 89142
Home: 313-3191
Cell: 378-8344
E-mail: BANDIT1GO@aol.com
Member: 11/00-01/07

Jaime Cruz, Corresponding Secretary

Energy Manager, MGM Mirage
3260 Industrial Road,
Las Vegas, NV 89109
Home: 263-6671
Bus: 791-7313
Cell: 235-1979
jaimacruz@mirage.com
Member 1/2005-2007

Olga Abrica, Resident

2943 Poplar Avenue
Las Vegas, NV 89101
Home: 678-6121
Cell:
Member: 07/03-01/05

Margarita Rebolal, B.S. Executive Director
ELVCDC

3320 Sunrise Avenue, Suite 108
Las Vegas, NV 89101
Bus: 307-1710
Home: 214-8283
Cell: 332-2316
E-mail: mvreb@elvcdc.org

ADVISORY BOARD
2005-2007

Jay Hiner, CRA, Comm. Dev. Officer
Nevada State Bank
3345 S. Maryland Pkwy
Las Vegas, NV 89102
Bus: 642-2482
Fax: 642-5433
E-mail: dhiner@nsbank.com
Member:

Charlene Peterson, Director FannieMae
3993 Howard Hughes Parkway, Suite 670
Las Vegas, NV 89109
Bus: 765-7600
Fax: 765-7610
Cell: 596-5458
Phone: (626)-396-5538
E-mail: charlene_peterson@fanniemae.com
Member:

Rahee Kang, Staff Accountant
7587 Mesa Verde Lane
Las Vegas, NV 89113
Cell: 702-493-9902
Home: 451-9467
Email: kangrahee@hotmail.com
Member: 7/05

Charles Harper Hulan,
Citibank Community Development
3900 Paradise Road Suite 127
Las Vegas, NV 89109
Home: 702-373-8168
Bus: 702-796-1366
Fax: 702-796-3733
Cell:
Email: harper.hulan@citigroup.com

Patricia Arriaga
Home: 897-7687
Cell: 400-9918
Bus: 897-7321
Email: arriagarivera@aol.com

Elias Samorano, Serv. Coord.
City of Las Vegas, Rafael Riviera Center
3962 E. Carey, #2
Las Vegas, NV 89115
Bus: 229-4602
Fax: 382-5960
Cell: 808-2561
E-mail: esamorano@lasvegasnevada.gov
Member: 11/00-01/05

Maria Evgenia Lopez-Rea, Staff Accountant
646 Arroyo Way
Boulder City, NV 89005
Cell: 702-379-7581
Home: 293-5079
Email: mlopezrea@yahoo.com
Member: 7/05

Adela Herrera
US Bank
2300 W Sahara
Las Vegas, NV 89145
Cell: 275-9701
Bus: 386-0822
Home: 364-2043
Email: adela.alvarez@usbank.com

W. M. "Mike" McClain,
FSCC, LLC- V P, General Contractor
3772 Edison Avenue
Las Vegas, NV 89121
Home: 436-9047
Bus: 739-1722
Cell: 210-3252
Fax: 739-1724
E-mail: mmcclain@fsc.nceusa.com

Carmen Mahan Retired
8501 W University Ave Unit 1030
Las Vegas, NV 89147
Home: 255-9824
Cell: 301-6084
E-mail: scrima1030@aol.com

ATTACHMENT "I-B"

DISCLOSURE OF PRINCIPALS

The principals and partners of CONSUMER CREDIT COUNSELING and all persons and entities holding more than 1% interest in CONSUMER CREDIT COUNSELING, or any principal of CONSUMER CREDIT COUNSELING, are the following:

FULL NAME PHONE	BUSINESS ADDRESS	BUSINESS

1	<u>see attached list</u>	
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

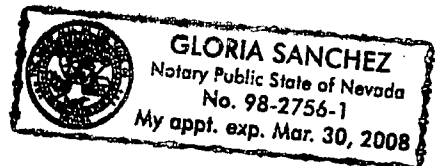
CONSUMER CREDIT COUNSELING

By: Michele Johnson
Michele Johnson
Title: President/CEO

Subscribed and sworn to before me this

31 day of October, 2005

Gloria Sanchez
Notary Public



**2005 BOARD OF DIRECTORS
CONSUMER CREDIT COUNSELING SERVICE**

Rusty Hammond – Chair
President
Hammond Financial Services
5185 S. Eastern Avenue
Las Vegas, NV 89119
795-7512
Fax 795-8875
rusty@hammondfinancial.net

Valorie Vega – Vice Chair
District Court Judge
RJC – Dist CT 2
200 Lewis Suite 16147
Las Vegas, NV 89155
671-4318
Fax 382-0006
vegaval@co.clark.nv.us

Marel Giolito – Secretary
President
Credit Bureau Central
2355 Red Rock #200
Las Vegas, NV 89102
579-0302
Fax 871-6031
mgiolito@cbcnv.com

Pam Pallan – Treasurer
Relationship Manager
Business Bank of NV.
6085 W. Twain Ave.
Las Vegas, NV 89103
952-4460
Fax 579-3064
ppallan@bbnv.com

Ritch VanDuzer
President / CEO
Sierra Schools FCU
P. O. Box 7255
Reno, NV 89510
775-329-6673 x118
Fax 775-329-6237
ritchvanduzer@msn.com

Ron Heaton
President
State Bank of Southern Utah
377 North Main
Cedar City, Utah 84720
435-865-2300
435-865-2288
rheaton@sbsu.com

Michael Douglas
NV Supreme Court Justice
316 Bridger Avenue
Las Vegas, NV 89101
486-3225 (Linda Mercer)
775-684-1755 (CC)
mdouglas@nvcourts.state.nv.us

John S. Wilcox
District Manager/ SVP
US Bank
2300 W. Sahara Ave. #200
Las Vegas, NV 89102
386-2904
Fax 368-1446
John.Wilcox@usbank.com

J. Alan Pughes
President / CEO
Community One Federal Credit Union
2699 N. Tenaya
Las Vegas, NV 89128
968-1100
jap@communityonefcu.com

Peter Poggione
President
Star 7 Communications
289 Pilot Road Suite B
Las Vegas, NV 89119
253-1551
Fax 253-7993
ppoggione@star7.com

Michele Johnson, Non-Voting
President/CEO
CCCS
2650 South Jones
Las Vegas, NV 89146
364-0344
Fax 364-1382
michele@cccsnevada.org

ATTACHMENT "III"

FHA Maximum Mortgage Limits for Clark County, Nevada

As of January 1, 2005

1 Living Unit

\$269,000

EXHIBIT "A-1"

HOMEBUYER ASSISTANCE DEFERRED LOAN AGREEMENT

Revised February 2005

This HOMEBUYER ASSISTANCE DEFERRED LOAN AGREEMENT ("AGREEMENT"), is made and entered into this _____ day of _____ 2005 by and between (insert name(s) of borrower), herein called APPLICANT, and EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION, a not-for-profit corporation existing under and by virtue of the laws of the State of Nevada.

WHEREAS, the City of Las Vegas has made available to EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION certain funds to be administered as deferred loans to HOME eligible homebuyers; and

WHEREAS, EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION desires to provide financial assistance and thus make available homeownership opportunities to low and moderate income families; and

WHEREAS, the Applicant has satisfied the criterion established by EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION and the City of Las Vegas for eligibility for a deferred loan.

NOW THEREFORE, City of Las Vegas agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION and/or the City of Las Vegas a deferred loan, subject to the following conditions, restrictions and covenants:

I. HOME FUNDS

The funds which are the subject of this Agreement, and which have been or will be provided to the Applicant as financial assistance for the purchase of the Applicant's permanent residence located at (insert street address of property), City of Las Vegas, Clark County, State of Nevada, herein called "Applicant's Residence" are HOME funds made available through the EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION Homebuyer Assistance Deferred Payment Loan Program. The HOME funds shall provide funding for a deferred loan to the Applicant in the principal amount of _____ which shall be evidenced by, among other things, a promissory note executed by Applicant in favor of the City of Las Vegas ("Promissory Note"). The deferred loan shall be used to satisfy down payment and eligible closing costs in accordance with the Purchase Agreement dated _____, 200____, as agreed to by the Applicant and by this reference made a part hereof, for the purchase of the Applicant's Residence. The legal description of Applicant's

Residence is attached hereto as Exhibit "A" sometimes hereinafter referred to as the "Property").

II. TERMS OF THE LOAN AND FOR REPAYMENT

The Applicant understands and agrees that the deferred loan is for the benefit of the Applicant only and only as long as the Applicant resides in the Applicant's Residence for a term of five (5) continuous years commencing on _____, 20__ and ending on _____, 20__ (the "Term").

The Applicant further agrees that any funds advanced as a deferred loan for financial assistance in the purchase of the Applicant's Residence shall be for the Applicant's primary housing unit, i.e., that unit in which the Applicant primarily resides.

The Applicant further agrees that throughout the Term, the deferred loan shall be repaid to the City of Las Vegas upon the death of the Applicant, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Applicants, the deferred loan shall be repaid upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the deferred loan shall be repaid upon the divorce of the Applicants, unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the primary housing unit, in which event, the sum shall be repaid upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the Term.

The Applicant further agrees that the deferred loan shall be immediately due and payable to the City of Las Vegas if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated. The deferred loan amount shall also become due and payable to the City of Las Vegas from the date the Applicant's Residence ceases to be the Applicant's primary housing unit, for any reason, including but not limited to, the Applicant selling, renting, abandoning, donating or giving the Applicant's Residence to another person or entity.

Upon verification by EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas that the Applicant is in breach of any terms of this Agreement, EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas, at its discretion, may notify the Applicant in writing of said breach by mailing by certified mail a Notice of Breach to the Applicant and demanding immediate cure or correction of the breach. The Applicant shall have a period of thirty five (35) days from the date the Notice of Breach to correct the breach. If the breach is not corrected within that period, the deferred loan must be repaid in full within ninety (90) days from the date of the Notice of Breach unless agreed otherwise by EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION and the City of Las Vegas at its discretion.

However, notwithstanding the above, the deferred loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

Should the homeowner repay the HOME funds invested in the Property, the EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION shall issue or forward a check to the City of Las Vegas. The City will then execute a Substitution of Trustee and Deed of Reconveyance and submit said documents to the Subrecipients.

Refinancing of a HOME-assisted property is allowable only for the following situations (unless the HOME money is repaid to the City in the refinancing process):

1. To lower the interest rate and monthly payment on the first mortgage by a minimum of \$50 per month;
2. To allow the homeowner to secure a loan to cover emergency non-insured property damage to the home;
3. To allow the homeowner to secure a loan to cover major, non-insured medical treatment

The City will not agree to subordinate if the most recent appraised value of the property is less than the new mortgage amount plus the HOME funds invested in the property.

City of Las Vegas will not subordinate its position for other credit debt or loans which do not meet the criteria noted above. In addition, the City will not subordinate its position if the homeowner is refinancing to "cash-out" their equity for any reason.

Additionally, the new refinanced amount must be at or below HUD's 203(b) limit FHA Maximum Mortgage Limit as determined by the City of Las Vegas.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the property and its contents in the minimum amount of \$_____ or its fair market value, whichever is higher. The Applicant agrees to have the City of Las Vegas, and East Las Vegas Community Development Corporation listed as an additional insured on the policy and to provide EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas a Certificate of Insurance which conforms with this provision. Applicant agrees to provide to EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, (insert name(s) of borrower), warrants that it has disclosed, on the form attached hereto as Attachment "I", all principals, including, partners of (insert name(s) of borrower), as well as all persons and entities holding more than 1% interest in (insert name(s) of borrower) or any principal of (insert name(s) of borrower). Throughout the term hereof, (insert name(s) of borrower) shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

VI. DEED RESTRICTIONS

The Applicant further agrees and understands that EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION Homebuyer Assistance Program requires that units (including the Applicant's Residence) assisted with HOME funds remain affordable until the Applicant's Residence is sold, transferred or otherwise alienated and the subsidy provided by HOME funds is recaptured. Applicant agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Applicant's Residence in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following requirements and restrictions:

- (1) The term of compliance is five (5) years.
- (2) The Property must be used as the Applicant's principal residence.
- (3) No subleases of Applicant's Residence are allowed.
- (4) HOME funds must be recaptured upon sale, transfer or change of ownership of Applicant's Residence.
- (5) In the event of foreclosure, the City will accept the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME funds in the property and all restrictions contained in this Article VI and the Deed of Trust will terminate.

VII. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VIII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION acknowledges and agrees that this Agreement and all rights EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust ("Senior Lien Holder"). The beneficiary under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Agreement. This Agreement will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

IX. NO ASSUMPTION

The Applicant agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective homebuyer, person or entity during the term of the Agreement.

DATED this _____ day of _____, 20__.

APPLICANT

APPLICANT

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this ____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is subscribed to the instrument, and
acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

EAST LAS VEGAS COMMUNITY
DEVELOPMENT CORPORATION

By: _____
Margarita Rebollal
Executive Director

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this ____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is subscribed to the instrument, and
acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

ATTACHMENT "I"
to Exhibit A-1
Disclosure of Principals

The principals and partners of _____ and all persons and entities holding more than 1% interest in _____ or any principal of _____ are the following:

FULL NAME

BUSINESS ADDRESS

BUSINESS PHONE

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

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: _____

Its: _____

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public

EXHIBIT "A-2"

HOMEBUYER ASSISTANCE DEFERRED LOAN AGREEMENT

Revised February 2005

This HOMEBUYER ASSISTANCE DEFERRED LOAN AGREEMENT ("AGREEMENT"), is made and entered into this _____ day of _____ 2005 by and between (insert name(s) of borrower), herein called APPLICANT, and CONSUMER CREDIT COUNSELING, a not-for-profit corporation existing under and by virtue of the laws of the State of Nevada.

WHEREAS, the City of Las Vegas has made available to CONSUMER CREDIT COUNSELING certain funds to be administered as deferred loans to HOME eligible homebuyers; and

WHEREAS, CONSUMER CREDIT COUNSELING desires to provide financial assistance and thus make available homeownership opportunities to low and moderate income families; and

WHEREAS, the Applicant has satisfied the criterion established by CONSUMER CREDIT COUNSELING and the City of Las Vegas for eligibility for a deferred loan.

NOW THEREFORE, City of Las Vegas agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from CONSUMER CREDIT COUNSELING and/or the City of Las Vegas a deferred loan, subject to the following conditions, restrictions and covenants:

I. HOME FUNDS

The funds which are the subject of this Agreement, and which have been or will be provided to the Applicant as financial assistance for the purchase of the Applicant's permanent residence located at (insert street address of property), City of Las Vegas, Clark County, State of Nevada, herein called "Applicant's Residence" are HOME funds made available through the CONSUMER CREDIT COUNSELING Homebuyer Assistance Deferred Payment Loan Program. The HOME funds shall provide funding for a deferred loan to the Applicant in the principal amount of _____ which shall be evidenced by, among other things, a promissory note executed by Applicant in favor of the City of Las Vegas ("Promissory Note"). The deferred loan shall be used to satisfy down payment and eligible closing costs in accordance with the Purchase Agreement dated _____, 200____, as agreed to by the Applicant and by this reference made a part hereof, for the purchase of the Applicant's Residence. The legal description of Applicant's Residence is attached hereto as Exhibit "A" sometimes hereinafter referred to as the "Property").

II. TERMS OF THE LOAN AND FOR REPAYMENT

The Applicant understands and agrees that the deferred loan is for the benefit of the Applicant only and only as long as the Applicant resides in the Applicant's Residence for a term of five (5) continuous years commencing on _____, 20__ and ending on _____, 20__ (the "Term").

The Applicant further agrees that any funds advanced as a deferred loan for financial assistance in the purchase of the Applicant's Residence shall be for the Applicant's primary housing unit, i.e., that unit in which the Applicant primarily resides.

The Applicant further agrees that throughout the Term, the deferred loan shall be repaid to the City of Las Vegas upon the death of the Applicant, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Applicants, the deferred loan shall be repaid upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the deferred loan shall be repaid upon the divorce of the Applicants, unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the primary housing unit, in which event, the sum shall be repaid upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the Term.

The Applicant further agrees that the deferred loan shall be immediately due and payable to the City of Las Vegas if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated. The deferred loan amount shall also become due and payable to the City of Las Vegas from the date the Applicant's Residence ceases to be the Applicant's primary housing unit, for any reason, including but not limited to, the Applicant selling, renting, abandoning, donating or giving the Applicant's Residence to another person or entity.

Upon verification by CONSUMER CREDIT COUNSELING or the City of Las Vegas that the Applicant is in breach of any terms of this Agreement, CONSUMER CREDIT COUNSELING or the City of Las Vegas, at its discretion, may notify the Applicant in writing of said breach by mailing by certified mail a Notice of Breach to the Applicant and demanding immediate cure or correction of the breach. The Applicant shall have a period of thirty five (35) days from the date the Notice of Breach to correct the breach. If the breach is not corrected within that period, the deferred loan must be repaid in full within ninety (90) days from the date of the Notice of Breach unless agreed otherwise CONSUMER CREDIT COUNSELING and the City of Las Vegas at its discretion.

However, notwithstanding the above, the deferred loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

Should the homeowner repay the HOME funds invested in the Property, the CONSUMER CREDIT COUNSELING shall issue or forward a check to the City of Las Vegas. The City will then execute a Substitution of Trustee and Deed of Reconveyance and submit said documents to the Subrecipients.

Refinancing of a HOME-assisted property is allowable only for the following situations (unless the HOME money is repaid to the City in the refinancing process):

1. To lower the interest rate and monthly payment on the first mortgage by a minimum of \$50 per month;
2. To allow the homeowner to secure a loan to cover emergency non-insured property damage to the home;
3. To allow the homeowner to secure a loan to cover major, non-insured medical treatment

The City will not agree to subordinate if the most recent appraised value of the property is less than the new mortgage amount plus the HOME funds invested in the property.

City of Las Vegas will not subordinate its position for other credit debt or loans which do not meet the criteria noted above. In addition, the City will not subordinate its position if the homeowner is refinancing to "cash-out" their equity for any reason.

Additionally, the new refinanced amount must be at or below HUD's 203(b) limit FHA Maximum Mortgage Limit as determined by the City of Las Vegas.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the property and its contents in the minimum amount of \$ _____ or its fair market value, whichever is higher. The Applicant agrees to have the City of Las[.] Vegas, State of Nevada and Consumer Credit Counseling listed as an additional insured on the policy and to provide CONSUMER CREDIT COUNSELING or the City of Las Vegas a Certificate of Insurance which conforms with this provision. Applicant agrees to provide to CONSUMER CREDIT COUNSELING or the City of Las Vegas at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, (insert name(s) of borrower), warrants that it has disclosed, on the form attached hereto as Attachment "I", all principals, including, partners of (insert name(s) of borrower), as well as all persons and entities holding more than 1% interest in (insert name(s) of borrower) or any principal of (insert name(s) of borrower). Throughout the term hereof, (insert name(s) of borrower) shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

VI. DEED RESTRICTIONS

The Applicant further agrees and understands that CONSUMER CREDIT COUNSELING Homebuyer Assistance Program requires that units (including the Applicant's Residence) assisted with HOME funds remain affordable until the Applicant's Residence is sold, transferred or otherwise alienated and the subsidy provided by HOME funds is recaptured. Applicant agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Applicant's Residence in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following requirements and restrictions:

- (1) The term of compliance is five (5) years.
- (2) The Property must be used as the Applicant's principal residence.
- (3) No subleases of Applicant's Residence are allowed.
- (4) HOME funds must be recaptured upon sale, transfer or change of ownership of Applicant's Residence.
- (5) In the event of foreclosure, the City will accept the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME funds in the property and all restrictions contained in this Article VI and the Deed of Trust will terminate.

VII. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by CONSUMER CREDIT COUNSELING or the City of Las Vegas in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VIII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

CONSUMER CREDIT COUNSELING acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. CONSUMER CREDIT COUNSELING acknowledges and agrees that this Agreement and all rights CONSUMER CREDIT COUNSELING hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust ("Senior Lien Holder"). The beneficiary under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Agreement. This Agreement will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

IX. NO ASSUMPTION

The Applicant agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective homebuyer, person or entity during the term of the Agreement.

DATED this _____ day of _____, 20__.

APPLICANT

APPLICANT

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally
appeared _____, personally known to be
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

CONSUMER CREDIT
COUNSELING

BY: _____
Michele Johnson, President/CEO

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally
appeared _____, personally known to be
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

ATTACHMENT "I"
to Exhibit A-2
Disclosure of Principals

The principals and partners of _____ and all persons and entities holding more than 1% interest in _____ or any principal of _____ are the following:

FULL NAME
PHONE

BUSINESS ADDRESS

BUSINESS

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

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: _____

Its: _____

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public

EXHIBIT "B-1"

**PROMISSORY NOTE
SECURED BY DEED OF TRUST
("NOTE")**

LOAN NO. _____
AMOUNT: _____
PROPERTY ADDRESS: _____

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101, the principal sum of

_____ (\$ _____)
("Loan")

without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property, which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith; or
2. All or any part of the aforesaid property, or any interest therein, is sold or transferred.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may at its option, declare an indebtedness at once due and payable, provided, however, notwithstanding the above, the Loan shall not be accelerated if to do so would violate applicable federal law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protest are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitation, attorney's fees, incurred by the EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION and/or THE CITY OF LAS VEGAS, in connection herewith.

No interest will be charged on this Note prior to default. Except as stated above, no monthly payments of principal will be due and payable during the term of this Note. If there has been no breach or default under any of the documents evidencing and/or securing the obligations of the undersigned, the entire amount

of this Note will be forgiven on the Maturity Date. The term of this Note will be for a period of sixty (60) months, commencing on the date of this Note and ending on the fifth (5th) anniversary of the date of this Note (the "Maturity Date").

Property legally described as:

and more commonly known as (insert street address of property) is the SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

If there has been no breach or default under any of the documents evidencing and/or securing the obligations of the undersigned prior to the Maturity Date, then upon satisfactory completion of all terms and conditions of this Note by the Borrower or upon payment of any and all balance due, the Borrower's obligation under the Note shall be satisfied by a release and satisfaction to be executed by the City of Las Vegas.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein Shall be joint and several obligations and liabilities of each of the undersigned.

BORROWER

DATE

BORROWER

DATE

EXHIBIT "B-2"

**PROMISSORY NOTE
SECURED BY DEED OF TRUST
("NOTE")**

LOAN NO. _____
AMOUNT: _____
PROPERTY ADDRESS: _____

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101, the principal sum of

(\$ _____)

("Loan")

without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property, which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith; or
2. All or any part of the aforesaid property, or any interest therein, is sold or transferred.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may at its option, declare an indebtedness at once due and payable, provided, however, notwithstanding the above, the Loan shall not be accelerated if to do so would violate applicable federal law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protest are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitation, attorney's fees, incurred by the CONSUMER CREDIT COUNSELING and/or THE CITY OF LAS VEGAS, in connection herewith.

No interest will be charged on this Note prior to default. Except as stated above, no monthly payments of principal will be due and payable during the term of this Note. If there has been no breach or default under any of the documents evidencing and/or securing the obligations of the undersigned, the entire amount of this Note will be forgiven on the Maturity Date. The term of this Note will be

for a period of sixty (60) months, commencing on the date of this Note and ending on the fifth (5th) anniversary of the date of this Note (the "Maturity Date").

Property legally described as:

and more commonly known as (insert street address of property) is the SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

If there has been no breach or default under any of the documents evidencing and/or securing the obligations of the undersigned prior to the Maturity Date, then upon satisfactory completion of all terms and conditions of this Note by the Borrower or upon payment of any and all balance due, the Borrower's obligation under the Note shall be satisfied by a release and satisfaction to be executed by the City of Las Vegas.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein Shall be joint and several obligations and liabilities of each of the undersigned.

BORROWER

DATE

BORROWER

DATE

EXHIBIT "C"

DEED OF TRUST

(HOMEBUYER ASSISTANCE DEFERRED PAYMENT LOAN)

THIS DEED OF TRUST, made this _____ day of _____, 20__, between (insert name of borrower), herein called TRUSTOR, whose address is (insert address of property), Las Vegas, Nevada (zip code) and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE AND BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of Las Vegas, Clark County, State of Nevada described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF, and commonly known as (insert street address of property).
(the "Property")

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the Beneficiary shall have the right to collect the same by any lawful means in the name of the Trustor.

FOR THE PURPOSE OF SECURING (1) performance of the Homebuyer Assistance Deferred Loan Agreement executed by TRUSTOR on the _____ day of _____, 20__ ("Homebuyer Assistance Deferred Loan Agreement") and hereby incorporated by reference herein; and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated _____, 20__ in the principal sum of _____ (\$ _____), executed by TRUSTOR in favor of BENEFICIARY, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Homebuyer Assistance Deferred Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

BENEFICIARY acknowledges that the Property is or will be encumbered by one Deed of Trust (the "First Deed of Trust") created by TRUSTOR to provide partial purchase money financing for TRUSTOR'S acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Deed of Trust. TRUSTEE acknowledges and agrees that this Deed of Trust and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust. The BENEFICIARY under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Deed of Trust. This Deed of Trust will not be subject to subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, sale or other transaction.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be sixty (60) months;
2. The Property shall be used as Applicant's principal residence;
3. No subleases of the Property are allowed;
4. Home funds must be recaptured upon the sale, transfer or change of ownership of the Property, and
5. In the event of foreclosure, the City will accept the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME funds in the property and all restrictions contained herein will terminate.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the

address hereinabove set forth:

Trustor:

Trustor:

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is subscribed to the instrument, and
acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is subscribed to the instrument, and acknowledged that he/she/they
executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

CITY OF LAS VEGAS
Trustee and Beneficiary

Orlando Sanchez, Director, Neighborhood Services Department

Approved as to Form:

Date

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is subscribed to the instrument, and
acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

WHEN RECORDED MAIL TO:
City of Las Vegas
Neighborhood Development Division
400 East Stewart
Las Vegas, NV 89101

ATTACHMENT "II"
HOME/LIHTF PROGRAM INCOME GUIDELINES:
U.S. Department of Housing and Urban Development (HUD) HOME/LIHTF
Program Limits (Effective February, 2005)
Median Family Income \$56,550)

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>
1	30% 12,400 50% 20,650 (Very Low-Income) 80% 33,100 (Low-Income)
2	30% 14,200 50% 23,600 (Very Low-Income) 80% 37,800 (Low-Income)
3	30% 15,950 50% 26,550 (Very Low-Income) 80% 42,550 (Low-Income)
4	30% 17,750 50% 29,550 (Very Low-Income) 80% 47,300 (Low-Income)
5	30% 19,150 50% 31,900 (Very Low-Income) 80% 51,050 (Low-Income)
6	30% 20,550 50% 34,250 (Very Low-Income) 80% 54,850 (Low-Income)
7	30% 22,000 50% 36,600 (Very Low-Income) 80% 58,650 (Low-Income)
8	30% 23,400 50% 38,950 (Very Low-Income) 80% 62,400 (Low-Income)

ATTACHMENT "III"

FHA Maximum Mortgage Limits for Clark County, Nevada

As of January 1, 2005

1 Living Unit

\$269,000

REQUEST FOR NOTICE
under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default and/or any Notice of Sale under the Deed of Trust recorded _____, as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

And, commonly known as:

executed by _____ as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 E. Stewart Avenue, 2nd Floor, Las Vegas NV 89101.

Dated: _____

State of Nevada)
County of Clark)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

_____ as _____,
known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Neighborhood Services Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

EXHIBIT "D"

Legal Description

HOMEBUYER ASSISTANCE DEFERRED LOAN AGREEMENT

Revised February 2005

This HOMEBUYER ASSISTANCE DEFERRED LOAN AGREEMENT ("AGREEMENT"), is made and entered into this _____ day of _____ 2005 by and between (insert name(s) of borrower), herein called APPLICANT, and EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION, a not-for-profit corporation existing under and by virtue of the laws of the State of Nevada.

WHEREAS, the City of Las Vegas has made available to EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION certain funds to be administered as deferred loans to HOME eligible homebuyers; and

WHEREAS, EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION desires to provide financial assistance and thus make available homeownership opportunities to low and moderate income families; and

WHEREAS, the Applicant has satisfied the criterion established by EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION and the City of Las Vegas for eligibility for a deferred loan.

NOW THEREFORE, City of Las Vegas agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION and/or the City of Las Vegas a deferred loan, subject to the following conditions, restrictions and covenants:

I. HOME FUNDS

The funds which are the subject of this Agreement, and which have been or will be provided to the Applicant as financial assistance for the purchase of the Applicant's permanent residence located at (insert street address of property), City of Las Vegas, Clark County, State of Nevada, herein called "Applicant's Residence" are HOME funds made available through the EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION Homebuyer Assistance Deferred Payment Loan Program. The HOME funds shall provide funding for a deferred loan to the Applicant in the principal amount of _____ which shall be evidenced by, among other things, a promissory note executed by Applicant in favor of the City of Las Vegas ("Promissory Note"). The deferred loan shall be used to satisfy down payment and eligible closing costs in accordance with the Purchase Agreement dated _____, 200____, as agreed to by the Applicant and by this reference made a part hereof, for the purchase of the Applicant's Residence. The legal description of Applicant's Residence is attached hereto as Exhibit "A" sometimes hereinafter referred to as the "Property").

II. TERMS OF THE LOAN AND FOR REPAYMENT

The Applicant understands and agrees that the deferred loan is for the benefit of the Applicant only and only as long as the Applicant resides in the Applicant's Residence for a term of five (5) continuous years commencing on _____, 20__ and ending on _____, 20__ (the "Term").

The Applicant further agrees that any funds advanced as a deferred loan for financial assistance in the purchase of the Applicant's Residence shall be for the Applicant's primary housing unit, i.e., that unit in which the Applicant primarily resides.

The Applicant further agrees that throughout the Term, the deferred loan shall be repaid to the City of Las Vegas upon the death of the Applicant, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Applicants, the deferred loan shall be repaid upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the deferred loan shall be repaid upon the divorce of the Applicants, unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the primary housing unit, in which event, the sum shall be repaid upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the Term.

The Applicant further agrees that the deferred loan shall be immediately due and payable to the City of Las Vegas if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated. The deferred loan amount shall also become due and payable to the City of Las Vegas from the date the Applicant's Residence ceases to be the Applicant's primary housing unit, for any reason, including but not limited to, the Applicant selling, renting, abandoning, donating or giving the Applicant's Residence to another person or entity.

Upon verification by EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas that the Applicant is in breach of any terms of this Agreement, EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas, at its discretion, may notify the Applicant in writing of said breach by mailing by certified mail a Notice of Breach to the Applicant and demanding immediate cure or correction of the breach. The Applicant shall have a period of thirty five (35) days from the date the Notice of Breach to correct the breach. If the breach is not corrected within that period, the deferred loan must be repaid in full within ninety (90) days from the date of the Notice of Breach unless agreed otherwise by EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION and the City of Las Vegas at its discretion.

However, notwithstanding the above, the deferred loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

Should the homeowner repay the HOME funds invested in the Property, the EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION shall issue or forward a check to the City of Las Vegas. The City will then execute a Substitution of Trustee and Deed of Reconveyance and submit said documents to the Subrecipients.

Refinancing of a HOME-assisted property is allowable only for the following situations (unless the HOME money is repaid to the City in the refinancing process):

1. To lower the interest rate and monthly payment on the first mortgage by a minimum of \$50 per month;
2. To allow the homeowner to secure a loan to cover emergency non-insured property damage to the home;
3. To allow the homeowner to secure a loan to cover major, non-insured medical treatment

The City will not agree to subordinate if the most recent appraised value of the property is less than the new mortgage amount plus the HOME funds invested in the property.

City of Las Vegas will not subordinate its position for other credit debt or loans which do not meet the criteria noted above. In addition, the City will not subordinate its position if the homeowner is refinancing to "cash-out" their equity for any reason.

Additionally, the new refinanced amount must be at or below HUD's 203(b) limit FHA Maximum Mortgage Limit as determined by the City of Las Vegas.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the property and its contents in the minimum amount of \$ _____ or its fair market value, whichever is higher. The Applicant agrees to have the City of Las Vegas, and East Las Vegas Community Development Corporation listed as an additional insured on the policy and to provide EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas a Certificate of Insurance which conforms with this provision. Applicant agrees to provide to EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, (insert name(s) of borrower), warrants that it has disclosed, on the form attached hereto as Attachment "T", all principals, including, partners of (insert name(s) of borrower), as well as all persons and entities holding more than 1% interest in (insert name(s) of borrower) or any principal of (insert name(s) of borrower). Throughout the term hereof, (insert name(s) of borrower) shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

VI. DEED RESTRICTIONS

The Applicant further agrees and understands that EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION Homebuyer Assistance Program requires that units (including the Applicant's Residence) assisted with HOME funds remain affordable until the Applicant's Residence is sold, transferred or otherwise alienated and the subsidy provided by HOME funds is recaptured. Applicant agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Applicant's Residence in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following requirements and restrictions:

- (1) The term of compliance is five (5) years.
- (2) The Property must be used as the Applicant's principal residence.
- (3) No subleases of Applicant's Residence are allowed.
- (4) HOME funds must be recaptured upon sale, transfer or change of ownership of Applicant's Residence.
- (5) In the event of foreclosure, the City will accept the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME funds in the property and all restrictions contained in this Article VI and the Deed of Trust will terminate.

VII. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION or the City of Las Vegas in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VIII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument. EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION acknowledges and agrees that this Agreement and all rights EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust ("Senior Lien Holder"). The beneficiary under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Agreement. This Agreement will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

IX. NO ASSUMPTION

The Applicant agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective homebuyer, person or entity during the term of the Agreement.

DATED this _____ day of _____, 20__.

APPLICANT

APPLICANT

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence) to

be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is subscribed to the instrument, and
acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

EAST LAS VEGAS COMMUNITY
DEVELOPMENT CORPORATION

By: _____
Margarita Rebollal
Executive Director

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is subscribed to the instrument, and
acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

HOMEBUYER ASSISTANCE DEFERRED LOAN AGREEMENT

Revised February 2005

This HOMEBUYER ASSISTANCE DEFERRED LOAN AGREEMENT ("AGREEMENT"), is made and entered into this _____ day of _____ 2005 by and between (insert name(s) of borrower), herein called APPLICANT, and CONSUMER CREDIT COUNSELING, a not-for-profit corporation existing under and by virtue of the laws of the State of Nevada.

WHEREAS, the City of Las Vegas has made available to CONSUMER CREDIT COUNSELING certain funds to be administered as deferred loans to HOME eligible homebuyers; and

WHEREAS, CONSUMER CREDIT COUNSELING desires to provide financial assistance and thus make available homeownership opportunities to low and moderate income families; and

WHEREAS, the Applicant has satisfied the criterion established by CONSUMER CREDIT COUNSELING and the City of Las Vegas for eligibility for a deferred loan.

NOW THEREFORE, City of Las Vegas agrees to provide a deferred loan to Applicant and Applicant agrees to borrow from CONSUMER CREDIT COUNSELING and/or the City of Las Vegas a deferred loan, subject to the following conditions, restrictions and covenants:

I. HOME FUNDS

The funds which are the subject of this Agreement, and which have been or will be provided to the Applicant as financial assistance for the purchase of the Applicant's permanent residence located at (insert street address of property), City of Las Vegas, Clark County, State of Nevada, herein called "Applicant's Residence" are HOME funds made available through the CONSUMER CREDIT COUNSELING Homebuyer Assistance Deferred Payment Loan Program. The HOME funds shall provide funding for a deferred loan to the Applicant in the principal amount of _____ which shall be evidenced by, among other things, a promissory note executed by Applicant in favor of the City of Las Vegas ("Promissory Note"). The deferred loan shall be used to satisfy down payment and eligible closing costs in accordance with the Purchase Agreement dated _____, 200____, as agreed to by the Applicant and by this reference made a part hereof, for the purchase of the Applicant's Residence. The legal description of Applicant's Residence is attached hereto as Exhibit "A" sometimes hereinafter referred to as the "Property").

II. TERMS OF THE LOAN AND FOR REPAYMENT

The Applicant understands and agrees that the deferred loan is for the benefit of the Applicant only and only as long as the Applicant resides in the Applicant's Residence for a term of five (5) continuous years commencing on _____, 20__ and ending on _____, 20__ (the "Term").

The Applicant further agrees that any funds advanced as a deferred loan for financial assistance in the purchase of the Applicant's Residence shall be for the Applicant's primary housing unit, i.e., that unit in which the Applicant primarily resides.

The Applicant further agrees that throughout the Term, the deferred loan shall be repaid to the City of Las Vegas upon the death of the Applicant, excluding an eligible heir to or beneficiary of the property, or, in the event there are two or more Applicants, the deferred loan shall be repaid upon the death of the last surviving Applicant.

In the event of divorce between two Applicants, the deferred loan shall be repaid upon the divorce of the Applicants, unless one of the Applicants is entitled pursuant to a decree of divorce to continue residing in the primary housing unit, in which event, the sum shall be repaid upon the death of the Applicant who continues to reside in the Applicant's Residence for the Term, or on the sale, transfer, or any other change of ownership of Applicant's Residence during the Term.

The Applicant further agrees that the deferred loan shall be immediately due and payable to the City of Las Vegas if at any time during the Term, the Applicant's Residence is used for other than as the Applicant's primary housing unit, is sold, transferred to another person or entity or otherwise alienated. The deferred loan amount shall also become due and payable to the City of Las Vegas from the date the Applicant's Residence ceases to be the Applicant's primary housing unit, for any reason, including but not limited to, the Applicant selling, renting, abandoning, donating or giving the Applicant's Residence to another person or entity.

Upon verification by CONSUMER CREDIT COUNSELING or the City of Las Vegas that the Applicant is in breach of any terms of this Agreement, CONSUMER CREDIT COUNSELING or the City of Las Vegas, at its discretion, may notify the Applicant in writing of said breach by mailing by certified mail a Notice of Breach to the Applicant and demanding immediate cure or correction of the breach. The Applicant shall have a period of thirty five (35) days from the date the Notice of Breach to correct the breach. If the breach is not corrected within that period, the deferred loan must be repaid in full within ninety (90) days from the date of the Notice of Breach unless agreed otherwise CONSUMER CREDIT COUNSELING and the City of Las Vegas at its discretion.

However, notwithstanding the above, the deferred loan shall not be accelerated where to do so would violate applicable federal law. Any failure to execute said option shall not constitute a waiver of the right to exercise the same at any time.

Should the homeowner repay the HOME funds invested in the Property, the CONSUMER CREDIT COUNSELING shall issue or forward a check to the City of Las Vegas. The City will then execute a Substitution of Trustee and Deed of Reconveyance and submit said documents to the Subrecipients.

Refinancing of a HOME-assisted property is allowable only for the following situations (unless the HOME money is repaid to the City in the refinancing process):

1. To lower the interest rate and monthly payment on the first mortgage by a minimum of \$50 per month;
2. To allow the homeowner to secure a loan to cover emergency non-insured property damage to the home;
3. To allow the homeowner to secure a loan to cover major, non-insured medical treatment

The City will not agree to subordinate if the most recent appraised value of the property is less than the new mortgage amount plus the HOME funds invested in the property.

City of Las Vegas will not subordinate its position for other credit debt or loans which do not meet the criteria noted above. In addition, the City will not subordinate its position if the homeowner is refinancing to "cash-out" their equity for any reason.

Additionally, the new refinanced amount must be at or below HUD's 203(b) limit FHA Maximum Mortgage Limit as determined by the City of Las Vegas.

III. ADEQUATE INSURANCE

The Applicant further agrees to maintain policies of sufficient fire, hazard and flood insurance (where required) on the Applicant's Residence which will adequately cover and secure the property and its contents in the minimum amount of \$ _____ or its fair market value, whichever is higher. The Applicant agrees to have the City of Las Vegas, State of Nevada and Consumer Credit Counseling listed as an additional insured on the policy and to provide CONSUMER CREDIT COUNSELING or the City of Las Vegas a Certificate of Insurance which conforms with this provision. Applicant agrees to provide to CONSUMER CREDIT COUNSELING or the City of Las Vegas at least ten (10) days written notice of cancellation of any insurance, any material change in insurance coverage or an impending lapse of such coverage. Applicant shall annually adjust the amount of insurance required to be maintained by this Article III.

IV. COMPLIANCE WITH LOCAL CODES

The Applicant also agrees to maintain the Applicant's Residence in accordance with all building, fire, health and other applicable codes during the term of the Agreement.

V. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, (insert name(s) of borrower), warrants that it has disclosed, on the form attached hereto as Attachment "T", all principals, including, partners of (insert name(s) of borrower), as well as all persons and entities holding more than 1% interest in (insert name(s) of borrower) or any principal of (insert name(s) of borrower). Throughout the term hereof, (insert name(s) of borrower) shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

VI. DEED RESTRICTIONS

The Applicant further agrees and understands that CONSUMER CREDIT COUNSELING Homebuyer Assistance Program requires that units (including the Applicant's Residence) assisted with HOME funds remain affordable until the Applicant's Residence is sold, transferred or otherwise alienated and the subsidy provided by HOME funds is recaptured. Applicant agrees to execute the Promissory Note and a Deed of Trust of even date herewith granting the property of Applicant's Residence in favor of City of Las Vegas, State of Nevada ("Deed of Trust") and to comply with and/or acknowledge the following requirements and restrictions:

- (1) The term of compliance is five (5) years.
- (2) The Property must be used as the Applicant's principal residence.
- (3) No subleases of Applicant's Residence are allowed.
- (4) HOME funds must be recaptured upon sale, transfer or change of ownership of Applicant's Residence.
- (5) In the event of foreclosure, the City will accept the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME funds in the property and all restrictions contained in this Article VI and the Deed of Trust will terminate.

VII. ATTORNEY'S FEES AND COURT COSTS

The Applicant agrees that upon any breach of terms, as specified in Article II, III, IV or V of this Agreement, the Promissory Note or Deed of Trust, the Applicant shall pay for any and all legal costs, including attorney's fees and court costs incurred by CONSUMER CREDIT COUNSELING or the City of Las Vegas in the recovery or collection of the deferred loan amount due pursuant to this Agreement.

VIII. SECURITY

The Applicant agrees that the deferred loan granted herein shall be secured by the Deed of Trust executed by the Applicant, and recorded in the Office of the County Recorder of Clark County, State of Nevada.

CONSUMER CREDIT COUNSELING acknowledges that the Property is or will be encumbered by one deed of trust (the "First Deed of Trust") created by Applicant to provide partial purchase money financing for Applicant's acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Security Instrument CONSUMER CREDIT COUNSELING acknowledges and agrees that this Agreement and all rights CONSUMER CREDIT COUNSELING hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the beneficiary and trustee under the First Deed of Trust ("Senior Lien Holder"). The beneficiary under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Agreement. This Agreement will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

IX. NO ASSUMPTION

The Applicant agrees that the deferred loan, which is the subject of this Agreement, shall not be assumable by any prospective homebuyer, person or entity during the term of the Agreement.

DATED this _____ day of _____, 20__.

APPLICANT

APPLICANT

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally appeared _____, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally
appeared _____, personally known to be
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

CONSUMER CREDIT
COUNSELING

BY: _____
Michele Johnson, President/CEO

STATE OF NEVADA)
ss:
COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me, personally
appeared _____, personally known to be
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is subscribed to the instrument, and acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

Disclosure of Principals

The principals and partners of _____ and all persons and entities holding more than 1% interest in _____ or any principal of _____ are the following:

FULL NAME
PHONE

BUSINESS ADDRESS

BUSINESS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
-

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: _____

Its: _____

Subscribed and sworn to before me this _____
_____ day of _____, 20____.

Notary Public

**PROMISSORY NOTE
SECURED BY DEED OF TRUST
("NOTE")**

LOAN NO. _____
AMOUNT: _____
PROPERTY ADDRESS: _____

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101, the principal sum of

_____ (\$ _____)
("Loan")

without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property, which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith; or
2. All or any part of the aforesaid property, or any interest therein, is sold or transferred.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may at its option, declare an indebtedness at once due and payable, provided, however, notwithstanding the above, the Loan shall not be accelerated if to do so would violate applicable federal law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protect are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitation, attorney's fees, incurred by the EAST LAS VEGAS COMMUNITY DEVELOPMENT CORPORATION and/or THE CITY OF LAS VEGAS, in connection herewith.

No interest will be charged on this Note prior to default. Except as stated above, no monthly payments of principal will be due and payable during the term of this Note. If there has been no breach or default under any of the documents evidencing and/or securing the obligations of the undersigned, the entire amount of this Note will be forgiven on the Maturity Date. The term of this Note will be for a period of sixty (60) months, commencing on the date of this Note and

ending on the fifth (5th) anniversary of the date of this Note (the "Maturity Date").

Property legally described as:

and more commonly known as (insert street address of property) is the SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

If there has been no breach or default under any of the documents evidencing and/or securing the obligations of the undersigned prior to the Maturity Date, then upon satisfactory completion of all terms and conditions of this Note by the Borrower or upon payment of any and all balance due, the Borrower's obligation under the Note shall be satisfied by a release and satisfaction to be executed by the City of Las Vegas.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein Shall be joint and several obligations and liabilities of each of the undersigned.

BORROWER

DATE

BORROWER

DATE

**PROMISSORY NOTE
SECURED BY DEED OF TRUST
("NOTE")**

LOAN NO. _____
AMOUNT: _____
PROPERTY ADDRESS: _____

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 East Stewart, Las Vegas, Nevada 89101, the principal sum of

_____ (\$ _____)
("Loan")

without interest, upon the occurrence of either of the following two conditions:

1. The undersigned ceases to reside on the real property, which is pledged as security for the indebtedness herein by means of a certain Deed of Trust of even date herewith; or
2. All or any part of the aforesaid property, or any interest therein, is sold or transferred.

In the event that either of the aforesaid conditions occur, the holder of the NOTE may at its option, declare an indebtedness at once due and payable, provided, however, notwithstanding the above, the Loan shall not be accelerated if to do so would violate applicable federal law. Any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any time.

Presentment, notice of dishonor and protect are hereby waived.

Should payment thereof not be made when due, the undersigned further promises to pay all cost of collection, including, without limitation, attorney's fees, incurred by the CONSUMER CREDIT COUNSELING and/or THE CITY OF LAS VEGAS, in connection herewith.

No interest will be charged on this Note prior to default. Except as stated above, no monthly payments of principal will be due and payable during the term of this Note. If there has been no breach or default under any of the documents evidencing and/or securing the obligations of the undersigned, the entire amount of this Note will be forgiven on the Maturity Date. The term of this Note will be for a period of sixty (60) months, commencing on the date of this Note and

ending on the fifth (5th) anniversary of the date of this Note (the "Maturity Date").

Property legally described as:

and more commonly known as (insert street address of property) is the SECURITY FOR INDEBTEDNESS EVIDENCED BY THIS PROMISSORY NOTE. A Deed of Trust of even date herewith secures this Promissory Note, and reference is made to said Deed of Trust for rights as to acceleration of the indebtedness evidenced by this Promissory Note.

If there has been no breach or default under any of the documents evidencing and/or securing the obligations of the undersigned prior to the Maturity Date, then upon satisfactory completion of all terms and conditions of this Note by the Borrower or upon payment of any and all balance due, the Borrower's obligation under the Note shall be satisfied by a release and satisfaction to be executed by the City of Las Vegas.

This NOTE shall be governed by and construed in accordance with the laws of the State of Nevada. If the undersigned is more than one, each covenant and obligation contained herein Shall be joint and several obligations and liabilities of each of the undersigned.

BORROWER

DATE

BORROWER

DATE

DEED OF TRUST

(HOMEBUYER ASSISTANCE DEFERRED PAYMENT LOAN)

THIS DEED OF TRUST, made this _____ day of _____, 20__, between (insert name of borrower), herein called TRUSTOR, whose address is (insert address of property), Las Vegas, Nevada (zip code) and the City of Las Vegas, a municipal corporation duly organized in the State of Nevada, whose principal office is located at 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: Neighborhood Services Department, herein called TRUSTEE AND BENEFICIARY.

WITNESSETH, that TRUSTOR IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that property located in the City of Las Vegas, Clark County, State of Nevada described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF, and commonly known as (insert street address of property).
(the "Property")

TOGETHER WITH all appurtenances in which TRUSTOR has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the Beneficiary shall have the right to collect the same by any lawful means in the name of the Trustor.

FOR THE PURPOSE OF SECURING (1) performance of the Homebuyer Assistance Deferred Loan Agreement executed by TRUSTOR on the _____ day of _____, 20__ ("Homebuyer Assistance Deferred Loan Agreement") and hereby incorporated by reference herein; and (2) payment of any and all indebtedness evidenced by and accruing under the Promissory Note dated _____, 20__ in the principal sum of _____ (\$_____), executed by TRUSTOR in favor of BENEFICIARY, or order.

TO PROTECT THE SECURITY OF THE DEED OF TRUST, TRUSTOR AGREES:

By the execution of this Deed of Trust that those provisions included in the Homebuyer Assistance Deferred Loan Agreement and Promissory Note, are hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the TRUSTOR or his successors will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

BENEFICIARY acknowledges that the Property is or will be encumbered by one Deed of Trust (the "First Deed of Trust") created by TRUSTOR to provide partial purchase money financing for TRUSTOR'S acquisition of the Property which will be recorded in the Official Records of Clark County, Nevada prior to recordation of this Deed of Trust. TRUSTEE acknowledges and agrees that this Deed of Trust and all rights of TRUSTEE hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to all rights and remedies of the BENEFICIARY and TRUSTEE under the First Deed of Trust. The BENEFICIARY under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser, shall not be bound by or obligated to perform any of the obligations of the Purchaser under this Deed of Trust. This Deed of Trust will not be subject to subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, sale or other transaction.

THE TRUSTOR AGREES TO COMPLY WITH THE FOLLOWING RESTRICTIONS:

1. The term of compliance shall be sixty (60) months;
2. The Property shall be used as Applicant's principal residence;
3. No subleases of the Property are allowed;
4. Home funds must be recaptured upon the sale, transfer or change of ownership of the Property, and
5. In the event of foreclosure, the City will accept the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME funds in the property and all restrictions contained herein will terminate.

THE UNDERSIGNED TRUSTOR requests that a copy of any Notice of Default, any Notice of Sale, and or any Notice of Lien hereunder be mailed to the

address hereinabove set forth:

Trustor:

Trustor:

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is subscribed to the instrument, and
acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is subscribed to the instrument, and acknowledged that he/she/they
executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

CITY OF LAS VEGAS
Trustee and Beneficiary

Orlando Sanchez, Director, Neighborhood Services Department

Approved as to Form:

Date

STATE OF NEVADA)

ss:

COUNTY OF CLARK)

On this _____ day of _____, in the year 20__, before me,
personally appeared _____,
personally known to be (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name(s) is subscribed to the instrument, and
acknowledged that he/she/they executed it.

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20__.

NOTARY PUBLIC in and for said
County and State

WHEN RECORDED MAIL TO:
City of Las Vegas
Neighborhood Development Division
400 East Stewart
Las Vegas, NV 89101

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Agreement between the Economic Opportunity Board Community Action Partnership and the City of Las Vegas in the amount of \$140,000 to be utilized by the City of Las Vegas Child Care Improvement Grant (CCIG) for childcare providers and to assist the City of Las Vegas Child Care Licensing Division with staff development and other training - All Wards

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The CCIG created in 1997 is a proactive approach to addressing the rising concerns of quality childcare in Las Vegas. Funding can be used for staff services and support of the CLV Child Care Licensing Division. Mini-grants may be awarded up to \$5,000 to ensure licensed providers meet codes and regulations, early childhood literacy, and childcare training in a variety of topics including health and safety. To date, the City of Las Vegas has received \$861,000 for the CCIG program. Due to the city's outstanding performance, the CCIG program has been awarded an additional \$140,000.

RECOMMENDATION:

Staff recommends City Council approve to enter into an Agreement with the EOB Community Action Partnership in the amount of \$140,000 and authorize the Mayor to execute the agreement upon approval by the City Attorney.

BACKUP DOCUMENTATION:

Agreement for Quality Enhancement Programs and Services

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815



EOB Community Action Partnership
 2500 W. Washington Ave.
 Las Vegas, Nevada 89106
 Phone: (702) 387-KIDS (5437)
 Toll Free: (888) 387-0090
 Fax: (702) 636-0078

AGREEMENT FOR QUALITY ENHANCEMENT PROGRAMS AND SERVICES

This Agreement ("Agreement") entered into by the Economic Opportunity Board Community Action Partnership's Child Care Assistance Division ("EOB Community Action Partnership - CCAD") and CITY OF LAS VEGAS ("Delegate Agency") for the purpose of providing Quality Enhancement Programs and Services, in compliance with the State of Nevada, Department of Human Resources Welfare Division Regulations, for compensation in the amount of \$140,000.00. This Agreement shall be effective for the period commencing July 1, 2004 to December 31, 2004, with the following stipulations, conditions, and requirements:

PERFORMANCE:

I. COMPLIANCE

- A. This Agreement shall not become effective until approved by the appropriate representatives or governing body of both EOB Community Action Partnership - CCAD and the Delegate Agency.
- B. IRS Tax Exemption Letter- Delegate Agency must have on file proof of IRS granting 501[c] 3 nonprofit status or other appropriate tax reporting documentation for public or private agencies.

II. ASSURANCES

- A. Autonomy of Parties- EOB Community Action Partnership - CCAD and the Delegate Agency are associated with each other only to the extent set forth in this Agreement, and in respect to the performance of services as defined in this Agreement. Each party shall remain autonomous from the other party, and subject only to the terms of this Agreement. Each party shall have the sole right to supervise, manage, operate, control and direct the performance of the details under this Agreement. Nothing contained in this document shall be construed to create a partnership, employer-employee relationship, or otherwise create liability for one party whatsoever with respect to indebtedness, liabilities, and obligation of the other.
- B. Severability- If any provision contained in this Agreement is held to be unenforceable by law, this Agreement shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

EOB Community Action Partnership

- C. Keeping Good Records- Delegate Agency assures EOB Community Action Partnership - CCAD that it shall maintain accurate work records on participant services, assistance and references, duties performed under this Agreement, and financial transactions as may be required.

Delegate Agency agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the Delegate Agency, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office location of the Delegate Agency where such records may be found, with or without notice by auditors from EOB Community Action Partnership or the State of Nevada, the Nevada Department of Administration, Budget Division, Nevada Attorney General's Office or its Fraud Control Units, the Nevada State Legislative auditor, any relevant Federal agency, including, but not limited to, the Comptroller General, the General Accounting Office and Office of the Inspector General.

- D. Non-Political and Non-Religious Activities; Compliance with Laws- Delegate Agency assures that funds will not be used for any political activity or any activities to provide voters and prospective voters with transportation to the polls or similar assistance in connection with any election or any voter registration activity. Delegate Agency agrees to comply with Title VI of the Civil Rights Act of 1964. Delegate Agency will not use funds from CCDF for religious or sectarian purposes. Delegate Agency also agrees to comply with all applicable laws, ordinances and codes of State and local governments.

- ** E.** Delegate Agency does agree to defend, indemnify, and hold harmless EOB Community Action Partnership – CCAD and the Nevada Department of Human Resources and the employees, officers and agents of EOB Community Action Partnership – CCAD and the Nevada Department of Human Resources from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Delegate Agency or the employees or agents of the Delegate Agency in the performance of this Contract. ****Subject to NRS Chapter 41,**

F. Federal Conditions

1. Delegate Agency agrees to comply with Fair Labor Standards Act of 1938, as amended, which establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one half, as well as other provisions for employees paid under this agreement.

EOB Community Action Partnership

2. Delegate Agency agrees to comply with the Equal Employment Opportunity, Executive Order, which prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin.
 3. Delegate Agency agrees to comply with the Pro-children Act of 1994, Public Law 103-227, Part C-Environment Tobacco Smoke, by not permitting smoking in any portion of any non-residence indoor facility or facility which is leased by the Delegate Agency which portion is also used routinely or regularly for the provision of health, daycare, education, or library services to children under 18 years of age.
- G. Confidentiality - Subject to the Delegate Agency's requirement to comply with NRS Chapter 239, Public Records, each party shall keep confidential all information, in whatever form, observed or received by that party to the extent that such information is confidential by law or as required in this Agreement.

III. SCOPE OF WORK

- A. Delegate Agency will provide staff services and support to its Child Care Licensing Division
- B. Delegate Agency will offer Childcare Improvement mini-grants to licensed child care providers. Delegate Agency will be responsible for ensuring these funds are utilized for the approved purpose and for determining the nature of the materials and/or resources the Child Care Improvement mini-grants may be used for.
- C. Delegate Agency will offer child care training programs that promote quality improvement in a variety of topics. Delegate Agency is responsible for determining the content and format of such training, and determining the cost, if any to the consumer. Additionally, the Delegate Agency will maintain records of attendees of such training.

IV. MONITORING AND REPORTING

- A. Delegate Agency agrees that it will keep and maintain current licenses, permits, notices and certifications which may be required by any City ordinance or state and Federal statutes and regulations that effect the provisions of work being carried out under this Agreement.
- B. Delegate Agency shall permit EOB Community Action Partnership - CCAD and/or the Nevada Department of Human Resources representatives to monitor program progress during the year. EOB Community Action Partnership - CCAD will monitor Delegate Agency records at least one time during the year. Delegate Agency will further allow access by any authorized EOB Community Action Partnership

EOB Community Action Partnership

official, State official or the Comptroller of the United States or any duly authorized representative to any documents related to the program during normal business hours.

- C. Delegate Agency will provide quarterly reports to EOB Community Action Partnership - CCAD regarding program status, services rendered and grants approved.

V. COMPENSATION

- A. EOB Community Action Partnership - CCAD agrees to compensate Delegate Agent an amount not to exceed \$140,000.00 for the grants, services and support provided by the Delegate Agency pursuant to this Agreement.
- B. Delegate Agency will be reimbursed by providing invoices, or other backup related to the services/grants provided, and the actual cost for compensation of the additional Licensing staff services and support. Delegate Agency shall provide a summary of the requested reimbursement, and attach all necessary back up documentation per request of funds.
- C. EOB Community Action Partnership - CCAD will reimburse Delegate Agency, by check, within 30 days of receiving the request for reimbursement.
- D. Reimbursements for expenditures related to this Agreement may not exceed \$140,000.00.

VI. TERMINATION

- A. This Agreement may be voluntarily terminated through a mutual decision by both parties, or unilaterally by either party at any time, with or without cause. All notices of termination required shall be provided in writing, and delivered by mail or in person to the other party not less than thirty (30) days prior to the effective date of the termination.
- B. The Delegate Agency shall be entitled to any reasonable and irrevocable expense incurred prior to the date of termination.
- C. If the Delegate Agency fails to fulfill its obligations in the performance of work specified under this Agreement, or violates any of the applicable laws or conditions, EOB Community Action Partnership - CCAD shall have the right to terminate this Agreement by giving no less than ten (10) days notice prior to the effective date of the termination. Upon such termination, Delegate Agency agrees to transfer to the EOB Community Action Partnership - CCAD any grant assets and applicable records, which are in its possession at the time of such termination.

EOB Community Action Partnership

I have read and understand the provisions contained within this agreement and agree to fulfill my obligations as stated.

EOB COMMUNITY ACTION
PARTNERSHIP - CCAD

CITY OF LAS VEGAS

By: Mary B. Twitty
Mary B. Twitty, Acting Executive
Director

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

Attest:

Barbara Jo Ronemus
Barbara Jo Ronemus, City Clerk

Approved as to form:

J. P. [Signature]
Date 10/26/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER, 15, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of parcels recommended for disposal at the Fall 2005 Bureau of Land Management Public Land Sale - Wards 4 and 6 (Brown and Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Staff is recommending the nomination of two parcels for disposal at the Fall 2005 Public Land Sale. Descriptions are provided on the attached maps and Agenda Memo. Each of these parcels is located in an area of the City appropriate for development and not otherwise needed for a public purpose. There are no other parcels appropriate for nomination at this time.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Maps

MOTION:

BROWN – APPROVED as recommended – UNANIMOUS

MINUTES:

COUNCILMAN BROWN said he wanted to take this opportunity to address CITY MANAGER SELBY and the Planning Department regarding mixed-used development, which is a product that is growing in popularity. It was brought to his attention that this type of development is against City ordinance and outside the redevelopment area. But he does not want this type of quality development to be discouraged throughout the City, especially outside of the redevelopment area in an attempt to force it downtown.

NOTE: COUNCILMAN BROWN stressed that this is a matter that needs to be fully discussed with the Councilmembers. Therefore, he directed CITY MANAGER SELBY or ROBERT GENZER, Director, Planning and Development, to put an item on the agenda or to bring it up at the individual Councilmember briefings.

(9:40 – 9:41)

1-1130

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 15, 2004

DEPARTMENT: Planning and Development

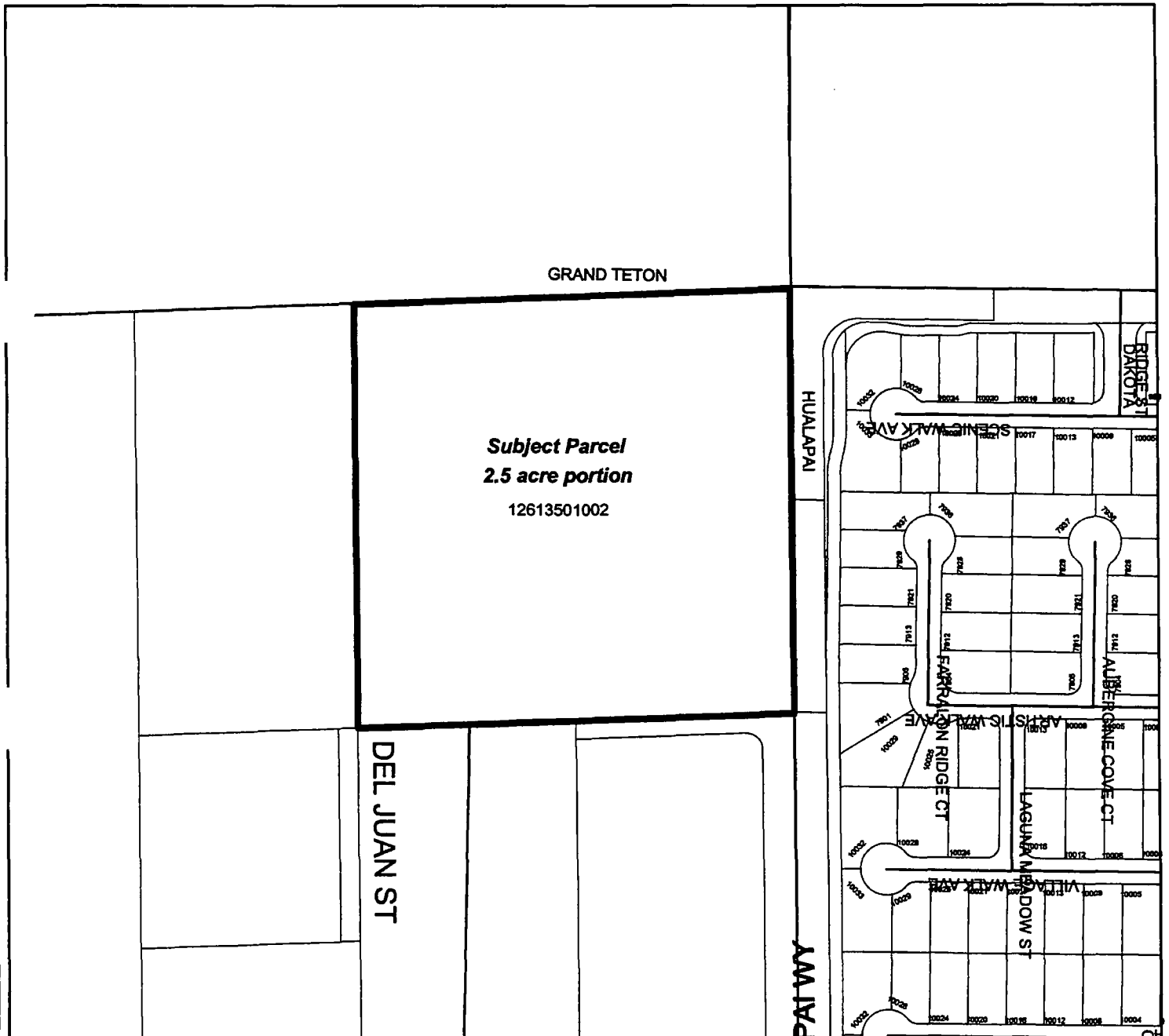
ITEM DESCRIPTION: Approval of parcels recommended for disposal at the Fall 2005 Bureau of Land Management Public Land Sale.

City of Las Vegas Nominations for the Fall 2005 Public Land Sale:

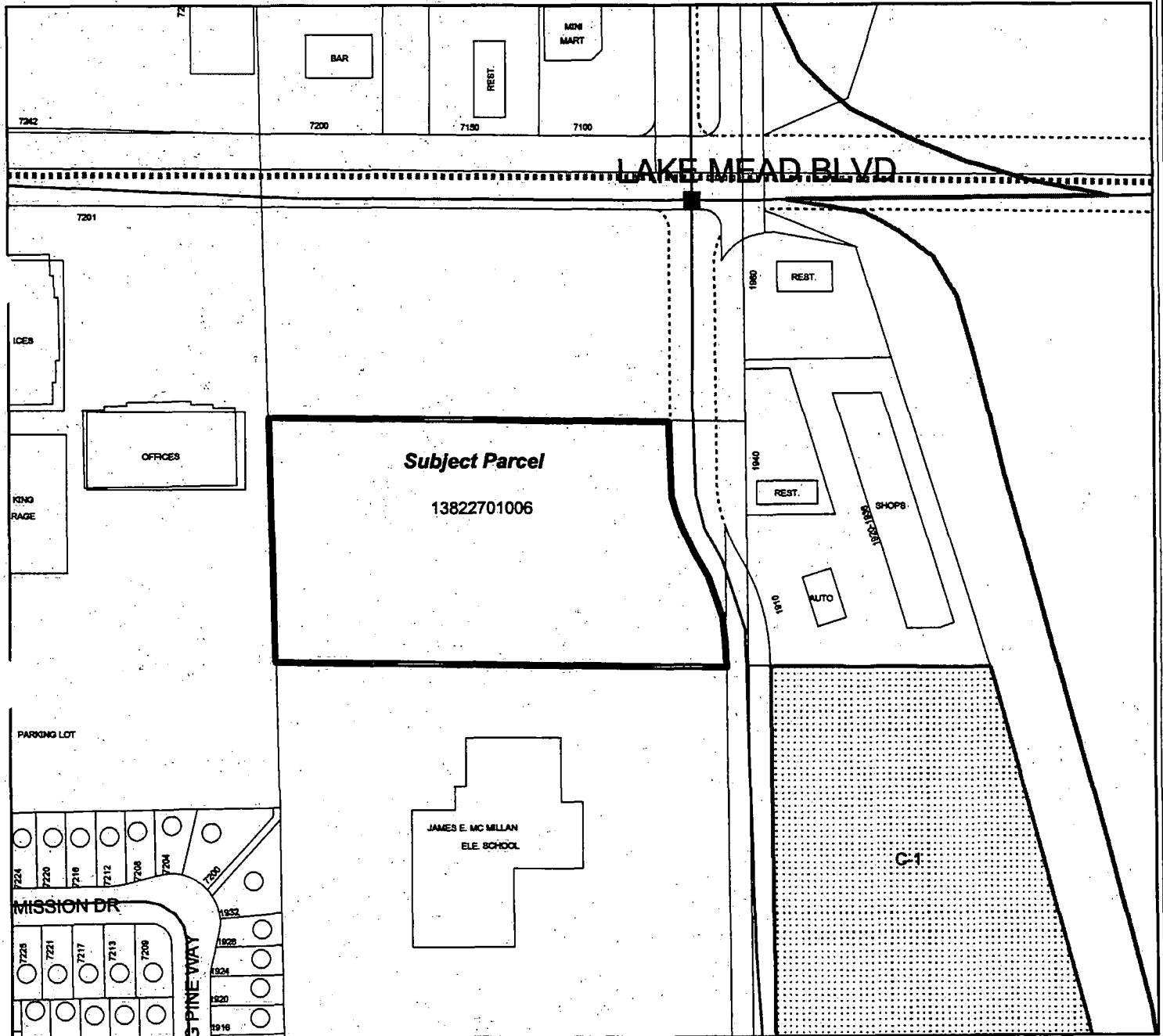
1. APN: Portion of 126-13-501-002 (2.5 acres)
SW corner of Grand Teton Drive and Hualapai Way
Pt. NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, section 13, T 19 S, R 59 E

2. APN: 138-22-701-006 (4.92 acres)
West side of Rock Springs Drive, 300 feet south of Lake Mead Drive
Pt. NW $\frac{1}{4}$ SE $\frac{1}{4}$, section 22, T 20 S, R 60 E

City of Las Vegas Nominations for the Fall 2005 Public Land Sale



City of Las Vegas Nominations for Fall 2005 Public Land Sale



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PLANNING AND DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an interlocal agreement between the City of Las Vegas and Clark County for the construction of Pioneer Trail - Wards 1 and 5 (Moncrief and Weekly)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The purpose of this item is to provide a mechanism for the City of Las Vegas to be reimbursed by Clark County for the cost of constructing Pioneer Trail. This project was submitted for funding by Clark County under the Southern Nevada Public Lands Management Act, and received final approval by the Secretary of the U.S. Department of Interior. It was subsequently funded on November 5, 2003 in the amount of \$401,275.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement
2. Submitted after Final Agenda - Comment letter from Charleston Neighborhood Preservation

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

**INTERLOCAL AGREEMENT
BETWEEN
CLARK COUNTY AND THE CITY OF LAS VEGAS**

This Interlocal Agreement is made and entered into this 21st day of September, 2004, by and between Clark County, a political subdivision of the State of Nevada (the "County") and the City of Las Vegas, a municipal corporation within the State of Nevada (the "City").

RECITALS

WHEREAS, Pursuant to the provisions of NRS 277.180, any two or more governmental entities of this State may enter into an agreement with each other which provides for joint or cooperative action; and

WHEREAS, the County submitted on behalf of the Clark County Regional Transportation Commission a request under the Southern Nevada Public Land Management Act (SNPLMA) for the funding of that project entitled, to wit: "Pioneer's Trail;" and

WHEREAS, the project was approved by the Secretary of the U.S. Department of Interior and subsequently funded in the amount of \$401,275.00 (\$360,250.00 plus a ten percent contingency, plus \$5,000.00 additional direct cost funding); and

WHEREAS, the Regional Transportation Commission and the County have asked the City to manage the construction of the Pioneer's Trail; and

WHEREAS, one of the goals of the Pioneer's Trail is to recognize and interpret the cultural history of the first residents of the Las Vegas Valley and to promote the preservation of its remaining historic and cultural resources; and

WHEREAS, the City of Las Vegas has agreed to install various poles, banners and markers located at the historic sites along the trail, as approved by the Secretary of Interior; and

WHEREAS, the County has agreed to administer the grant approved on November 5, 2003, authorized by the Southern Nevada Public Lands Management Act.

NOW, THEREFORE, the undersigned parties agree as follows:

1. **PROJECT DESCRIPTION.** The Project consists of the design and installation of various improvements which will be more fully identified and agreed upon by the parties hereto subsequent to the execution of this Agreement. The Project will include, but is not necessarily limited to, sidewalk improvements, trail marker poles, banners, artwork and monument markers, identifying the route and historic significance of the Pioneer's Trail through the City, as approved by the Secretary of Interior.

The Pioneer's Trail, which is the subject of funding pursuant to this Agreement, begins at the Las Vegas Spring Preserve (located near the intersection of Alta Drive and Valley View Boulevard), heads east through that portion of the City commonly known and referred to as "West Las Vegas," and terminates at the Old Las Vegas Mormon Fort State Historic Park.

2. **COUNTY OBLIGATIONS.** As part of its obligation under this Agreement, the County agrees to do the following:

- a. To submit the task order to the **BLM** for the Project as the sponsor of the Project.
- b. To reimburse the City for the costs incurred in completing the Project which are set forth in Exhibit "A", an element of the task order submitted by Clark County, and attached hereto and incorporated herein as a part of this Agreement. Exhibit "A" is a part of the Task Order submitted by Clark County. In no event shall the County be obligated to pay more than is set forth in the task order, Exhibit "A" or the amount approved under SNPLMA by the Secretary of Interior.
- c. To pay each invoice submitted by the City for work completed on the Project within 60 days of receipt thereof, regardless of whether the County has been reimbursed by the U. S. Bureau of Land Management.
- d. To seek reimbursement from the U. S. Bureau of Land Management for funds spent in connection with the Project.

3. **CITY OBLIGATIONS.** As a part of its obligation under this Agreement, the City agrees to do the following:

- a. To complete the work set forth in the Scope of Work, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement. The City will complete the work in a professional manner in compliance with all applicable local, state, and federal guidelines, regulations, and laws.
- b. To acquire, install and maintain the necessary components of the Project subsequently agreed upon by the parties hereto including, without limitation, banners, markers, permanently installed artwork, and sidewalks.
- c. To retain the services of a professional design consultant to design the trail markers, banners and conduct the historical research and interpretation of the Pioneer's Trail per the terms and conditions outlined in the task order and the SNPLMA Implementation Agreement.
- d. The Project shall be completed in a timeframe not to exceed eighteen (18) months from the date of execution of this Agreement, unless an extension is required due to circumstances beyond the control of the City. The extension shall be agreed to by both parties.
- e. To provide the County, as the administrator of the SNPLMA funds, with documentation supporting any and all requests for the payment reimbursement of Project expenses, and to provide any additional documentation requested by the County that may be required in the administration of the SNPLMA funds.
- f. To provide written documentation of the completed or in progress work if so requested by the County or the SNPLMA administrator.

- g. To provide the County with copies of the City's Comprehensive Annual Financial Statement as evidence of financial accountability, including the single audit of all federal expenditures.

4. **TERM.** This Agreement shall commence on the date of execution by the City or the County, whichever is the latter to occur (which date shall be inserted in the introductory paragraph of this Agreement) and shall continue in force and effect, unless earlier terminated by Section 5 below, until the City has completed the Project, whereupon the City will assume maintenance responsibility for the improvements installed as part of the Project.

5. **RIGHT OF TERMINATION.** Either party may terminate this Agreement for any reason whatsoever by providing the other party with 30 days written notice thereof. In the case of termination by the County, the City shall be reimbursed for expenses incurred prior to the effective date of the termination.

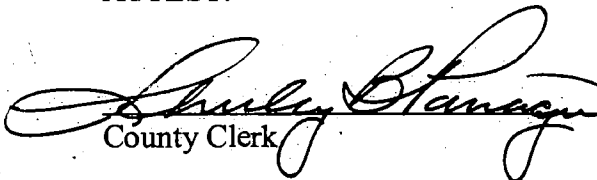
6. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof.

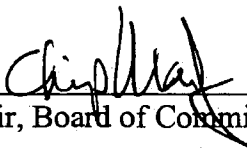
7 **AMENDMENTS.** No amendment is effective to this Agreement unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF the parties have entered on this Agreement the day and year first written above.

ATTEST:

CLARK COUNTY

 9/21/04
County Clerk Date

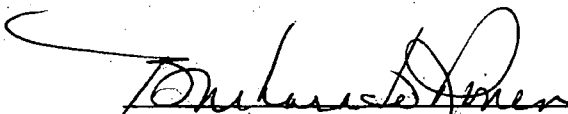
By:  9/12/04
Chair, Board of Commissioners Date

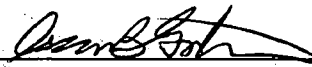
APPROVED AS TO FORM:

By: 
Mary-Anne Miller
Deputy District Attorney Date

ATTEST:

CITY OF LAS VEGAS


Barbara Jo Ronemus, City Clerk Date

By: 
OSCAR B. GOODMAN, Mayor Date

APPROVED AS TO FORM:

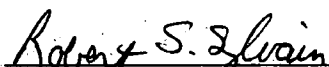
By:  9-29-04
Robert S. Sylvain, Dep. City Attorney, Date

EXHIBIT "A"

Appendix B-5 PARKS, TRAILS, AND NATURAL AREAS PROJECTS ESTIMATED DIRECT COSTS & KEY MILESTONE DATES

Project Name: Pioneer's Trail County/City: Clark County
Project #: CC06 Priority #: 3-17
Prepared by: Ron Gregory Phone: (702) 455-3121 Date: 8/20/04

Identify estimated costs of eligible reimbursement expenses:

1. Planning, Environmental Compliance, & Preconstruction Engineering & Design* (pre-design sketches & conceptual drawings; environmental assessment and permitting, specialist surveys/reports for archaeology, wildlife, biology, etc.; architectural & engineering analysis, design, surveying, & field investigations; construction drawings, specifications, cost estimates, and engineering technical reports

\$ 79,255.00 22 %

2. Construction Contract Costs (including labor, supplies & materials, construction management, etc.; sampling/testing; site restoration; and recipient-furnished supplies and materials)

\$ 266,585.00 74 %

3. Official Vehicle Use (pro rata cost for use of Official Vehicles when required to carry out project)

\$ 0 0 %

4. Other Direct Costs (direct labor for local/regional government personnel to do project procurements; COR; PI; personnel assigned as NEPA lead; personnel assigned to review contracted surveys, designs/drawings, reports, etc.; project manager and/or project supervisor; and contracted costs for project manager and/or project supervisor

\$ 14,410.00 5 %

5. Direct Labor (to perform project construction)

\$ 0 0 %

6. Balance of 10% Contingency Funds

\$ 36,025.00 10 %

TOTAL:** \$ 396,275.00 110 %

Estimated Key Milestone Dates:

- Environmental Decision Notice/FONSI Date: N/A
- Construction Contract Award Date (list for each contract): January 2005
- Final Completion Date (mm/dd/yyyy – must be through reimbursement request submittal): April 30, 2007

*Item #1 not to exceed 27% of total project cost, even if recipient labor is used to perform this work.

**Total dollar percentage may not exceed 110%; the approved amount plus a 10% contingency.

**Appendix B-5 (Addendum) PARKS, TRAILS, AND NATURAL AREAS PROJECTS
ESTIMATED DIRECT COSTS & KEY MILESTONE DATES**

Project Name: Pioneer's Trail County/City: Clark County
 Project #: CC06 Priority #: 3-17
 Prepared by: Ron Gregory Phone: (702) 455-3121 Date: 8/20/04

Identify estimated costs of eligible reimbursement expenses:

1. Planning, Environmental Compliance, & Preconstruction Engineering & Design* (pre-design sketches & conceptual drawings; environmental assessment and permitting, specialist surveys/reports for archaeology, wildlife, biology, etc.; architectural & engineering analysis, design, surveying, & field investigations; construction drawings, specifications, cost estimates, and engineering technical reports

\$ _____ %

2. Construction Contract Costs (including labor, supplies & materials, construction management, etc.; sampling/testing; site restoration; and recipient-furnished supplies and materials)

\$ _____ %

3. Official Vehicle Use (pro rata cost for use of Official Vehicles when required to carry out project)

\$ _____ %

4. Other Direct Costs (direct labor for local/regional government personnel to do project procurements; COR; PI; personnel assigned as NEPA lead; personnel assigned to review contracted surveys, designs/drawings, reports, etc.; project manager and/or project supervisor; and contracted costs for project manager and/or project supervisor

\$ 5,000.00*** %

5. Direct Labor (to perform project construction)

\$ _____ %

6. Balance of 10% Contingency Funds

\$ _____ %

TOTAL:** \$ 5,000.00 %

Estimated Key Milestone Dates:

- Environmental Decision Notice/FONSI Date: N/A
- Construction Contract Award Date (list for each contract): N/A
- Final Completion Date (mm/dd/yyyy – must be through reimbursement request submittal): April 30, 2007

*Item #1 not to exceed 27% of total project cost, even if recipient labor is used to perform this work.

**Total dollar percentage may not exceed 110%; the approved amount plus a 10% contingency.

COMMENTS: *** Represents additional allowed costs approved by the Secretary on 8/5/04.

EXHIBIT "B"

SCOPE OF WORK

- 1) Research and write history of each site on the Pioneer's Trail.
- 2) Select banner poles and final marker design.
- 3) Identify exact locations for the banner poles trail markers.
- 4) Obtain permission from the City of Las Vegas to put the banner poles and trail markers on the sidewalk.
- 5) Select a company to make the banners and pole fasteners.
- 6) Select a company to make the trail markers.
- 7) Select a company to attach the banners to the banner poles.
- 8) Select a company to put the trail markers in the sidewalk.
- 9) Install banners and trail markers.



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

PHONE/FAX: (702) 877-2438

Protest

14 September 2004

to: CLV Mayor GOODMAN and Councilpersons BROWN, MACK, MONCRIEF,
REESE, WEEKLY and WOLFSON

Please consider the following concerns and address them regarding the several agenda items. We will be observing.

Councilpersons Moncrief and Weekly, Charleston Neighborhood Preservation, eagerly awaits any Pioneer Trails action.

#50 & #51—Action at Mirabelli also eagerly welcomed.

#65—Councilman Wolfson, this "real world" change is welcomed.

#66—The DEVELOPMENT of the project and housing must incorporate the requests of the HOA people in the abutting area such as trees for screening for visual and noise abatement also, traffic control.

#83—No for this business at this location. Congestion here does not accommodate for customers of such business.

#87—Well, if Mayor & Council are happy, in this instance, Charleston Neighborhood Preservation will try to be happy.

#88—Yes, to CLV being the controlling entity. NO, to all Directors being appointed by any one person!

#95—NO, NO, NO. Residents are at this time, unable to vote for PLANNING commissioners, therefore, under no circumstances can you allow their vote to become the law of the land. Such a proposal is shocking in an American city government. If State law does suggest such action, such action must be removed. Mr. Genzer, we request an appointment with you to discuss this at your earliest convenience.

#104—Staff has made the best decision here. Preventing public access to streets paid for by them (us) leads to no favorable circumstances. We think that a granted "variance" has led to these subsequent requests. Closing Alta between Decatur and Buffalo would certainly quiet our neighborhood.

#107—You should go with denial. The parade of electeds to the stand during Plan. Commission do not even represent the area.

#129, 130, 131—We welcome Albertson's to this area.

MEMBERS

Vicki Arnold - Junita Clark - Miriam Ean - Marcus Gobel - Rose Hounath - June Ingram - Rick Johnson
Gene & Pearl Leonardo - Sherry Mason - Dorothy Orr - Barbara Roth - Layne Rushforth - Pamela Standish - Others

Submitted after final agenda

Date 9/15/04 Item #39

RECEIVED
CITY CLERK

2004 SEP 15 A 11:03

Support

see p2 - 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Seventh Supplemental Interlocal Contract 250g - Alta Drive - Rancho Drive to Union Pacific Railroad (UPRR) Property between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase total project funding (\$92,000 - Regional Transportation Commission) - Ward 5 (Weekly)

Fiscal Impact

☐	No Impact	Amount: \$92,000
☒	Budget Funds Available	Dept./Division: Public Works/City Engineer
☐	Augmentation Required	Funding Source: RTC

PURPOSE/BACKGROUND:

Seventh Supplemental Interlocal Contract 250g will increase funding for Alta Drive - Rancho Drive to UPRR Property. Additional funding is required for engineering costs expended for night shifts as required by the Nevada Department of Transportation (NDOT). The Clark County Regional Transportation Commission approved this contract at their August 12, 2004 Board Meeting. Total cost of this project shall not exceed \$7,692,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Seventh Supplemental Interlocal Contract 250g

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41: APPROVED under separate actions (see individual items)
Item 55: ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

SEVENTH SUPPLEMENTAL INTERLOCAL CONTRACT

ALTA DRIVE, RANCHO DRIVE TO UPRR PROPERTY

THIS SEVENTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 15 day of Sept., 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 Alta Drive, Rancho Drive to UPRR Property, located wholly within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated October 3, 1995 and Supplemental Interlocal Contracts dated July 11, 1996, June 11, 1998, June 10, 1999, November 9, 2000, February 8, 2001 and June 13, 2002 for the design and construction of Alta Drive, Rancho Drive to UPRR Property; and

WHEREAS, the CITY wishes 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 \$7,692,000 which includes all of the above items.
2. The CITY will be granted a revised "Authorization to Proceed" for engineering design at a cost not to exceed \$775,983, right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$107,054, Right-of-Way acquisition in an amount not to exceed \$2,670,547 and construction at a cost not to exceed \$4,138,416. 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 October 3, 1995 and Supplemental Interlocal Contracts dated July 11, 1996, June 11, 1998, June 10, 1999, November 9, 2000, February 8, 2001 and June 13, 2002 shall remain unchanged.

//

IN WITNESS WHEREOF, this SEVENTH SUPPLEMENTAL INTERLOCAL

CONTRACT is effective as of the date first set forth above.

APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

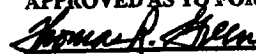
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

9-15-04
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR

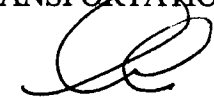

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
 8/23/04
Date

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

8-12-04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ **CONSENT**

☐ **DISCUSSION**

SUBJECT:

Approval of Interlocal Contract 481 for a City Parkway - D Street Connector Alignment Study between Grand Central Parkway and I-15 between the City of Las Vegas and the Regional Transportation Commission (RTC) (\$100,000 - Regional Transportation Commission) - Ward 5 (Weekly)

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 481 applies to services for a City Parkway - D Street connector alignment study between Grand Central Parkway and I-15. The alignment study will include development of alternative alignments, alternative evaluation and related right-of-way design. The Clark County Regional Transportation Commission approved this contract at their August 12, 2004 Board Meeting. Total cost of this study shall not exceed \$100,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 481

MOTION:

WEEKLY – APPROVED as recommended – UNANIMOUS

MINUTES:

COUNCILMAN WEEKLY explained that he wanted this item pulled for discussion to give AL GALLEG0 an opportunity to express his concerns.

MR. GALLEG0 said that this matter originally came about at the 8/12/2004 Regional Transportation Commission meeting, yet none of the affected parcel owners have been notified, especially the owner of 3-Star Body Shop, whose business will go under with this project because it will go through the only parking available for the building. This proprietor moved his business from the County to the City and now the City is going to drive him out.

CITY COUNCIL MEETING OF SEPTEMBER 15, 2004

Consent – Public Works

Item 41 – (Approval of Interlocal Contract 481 for a City Parkway - D Street Connector Alignment Study between Grand Central Parkway and I-15 between the City of Las Vegas and the Regional Transportation Commission (RTC) (\$100,000 - Regional Transportation Commission) - Ward 5 (Weekly)

MINUTES – Continued:

RICHARD GOECKE, Director, Public Works, said that this matter involves an RTC funded study, which has not even been started. Once a consultant is hired, there will be opportunities to notify the affected property owners. But, at this time, it would be premature, because the alignment study will look at different alternatives.

MAYOR GOODMAN confirmed with MR. GOECKE that once the final determination is made on the study, the property owners will be notified so that they can give their input. MR. GALLEGOS countered that the determination has been made and still no one has been notified. He insisted that the property owners be notified. COUNCILMAN WEEKLY said that the meetings on this matter were made public. He indicated that he is also concerned about how this project will affect the nearby senior centers. He assured MR. GALLEGOS that ample notification will be provided to the affected property owners and the public.

(9:41 – 9:46)

1-1198

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of September 15, 2004

Date Submitted: February 13, 2009

Amendment to Item # 41

NOTE: Subsequent to the Final Minutes being completed, a Verbatim Transcript was prepared and incorporated into the Final Minutes.

Submitted By: _____

Vicky Darling

Signature: _____

Beverly H. Bruger

City Clerk or Chief Deputy

Date: _____

2/13/2009

INTERLOCAL CONTRACT

CONTRACT # 481

CITY PARKWAY – D STREET CONNECTOR ALIGNMENT STUDY

THIS INTERLOCAL CONTRACT, made and entered into this 15 day of Sept., 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, projects to design, purchase right-of-way, perform construction inspection and construct roadway improvements have been planned for the City Parkway – D Street Connector between Grand Central Parkway and I-15; and

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project has been approved by the Regional Transportation Commission.

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

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to services for the City Parkway – D Street connector alignment study between Grand Central Parkway and I-15. The alignment study will include development of alternative alignments, alternative evaluation and related right-of-way design. Additional funding will be requested after the study has been completed.

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:

3. The total cost for the study shall not exceed \$100,000.
4. "Authorization to Proceed" for the study at a cost not to exceed \$100,000. The cost of this study will not be included in engineering percentage limitations.
5. A separate request for an "Authorization to Proceed" will be required for engineering design, right-of-way acquisition, construction and construction engineering.
6. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. All of the funding for this Project will be provided by RTC.
2. This study shall be performed by the CITY or by a consultant employed by the CITY.
3. Administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.
4. The Project must be completed to the satisfaction of the RTC prior to December 30, 2005.
The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.
5. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.
6. A copy of the completed study shall be provided to the RTC.

...

...

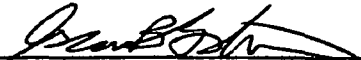
APPROVED AS TO LEGALITY AND FORM:


ZEV KAPLAN, GENERAL COUNSEL

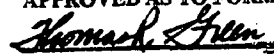
DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

9-15-04
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
 8/23/04
Date

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

8-12-04
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

CITY COUNCIL MEETING OF
September 15, 2004
VERBATIM TRANSCRIPT – ITEM 41

1 **Approval of Interlocal Contract 481 for a City Parkway – D Street Connector Alignment**
2 **Study between Grand Central Parkway and I-15 between the City of Las Vegas and the**
3 **Regional Transportation Commission (RTC) (\$100,000 – Regional Transportation**
4 **Commission) – Ward 5 (Barlow)**

5
6 **Appearance List:**

7 GARY REESE, Councilman

8 OSCAR GOODMAN, Mayor

9 LAWRENCE WEEKLY, Councilman

10 AL GALLEG0, citizen of Las Vegas

11 RICHARD GOECKE, Director of Public Works

12
13
14 5 minutes

15
16 Typed by: Vicky Darling

17 Proofed by: Angela Crolli

CITY COUNCIL MEETING OF
September 15, 2004
VERBATIM TRANSCRIPT – ITEM 41

18 **COUNCILMAN REESE**

19 And, Your Honor, we have Item Number 41, it's approval of Interlocal Contract 481 for a City
20 Parkway – D Street Connector Alignment Study between Grand Central Parkway and Interstate
21 15 between the City of Las Vegas and Regional Transportation (RTC). This is in Councilman
22 Weekly's Ward.

23
24 **MAYOR GOODMAN**

25 All right. Thank you. Councilman?

26
27 **COUNCILMAN WEEKLY**

28 Your Honor, this is a concern that Mr. Gallego had brought to my attention some time ago and he
29 wanted to, maybe, state his concerns on the record here today. So I asked this, that this item be
30 pulled up so that there will be an explanation for your understanding. Thank you.

31
32 **AL GALLEGO**

33 Okay. Al Gallego, citizen of Las Vegas. This agenda originally came forward at the Regional
34 Transportation Commission meeting on the 12th last month; now it's on this agenda. I'm very
35 concerned. It's been over a month and this has been talked about for quite a while. None of the
36 owners in those parcels where this proposal street is gonna go in has not been notified.
37 'Specially one company that is on Bonanza Road, Three Star Body Shop. This is gonna
38 devastate, they just opened up, roughly, six months ago. This is gonna close 'em down. 'Cause
39 it's gonna go right through their only parking that they have in the whole building. And they're
40 very concerned. They moved from the other, County, Clark County to Las Vegas and now we're
41 gonna drive them out. And I'm very concerned about it. And I'm concerned that none of the
42 parcel owners have been notified.

43
44 **MAYOR GOODMAN**

45 Let's hear from Mr. Goecke.

CITY COUNCIL MEETING OF
September 15, 2004
VERBATIM TRANSCRIPT – ITEM 41

46 **AL GALLEGOS**

47 Okay, Sir.

48

49 **RICHARD GOECKE**

50 This is an RTC-funded study and this study hasn't even commenced yet. So, at that point in
51 time, when we hire a consultant and get ready to go, certainly there will be opportunities to notify
52 the effected property owners. But we wouldn't even really know, necessarily, who even to
53 contact because, in this alignment study will be looking at different alternatives until such time
54 we find something that's, that looks good to us. That would be an appropriate time to make
55 some of those contacts.

56

57 **MAYOR GOODMAN**

58 So, in other words, just so Mr. Gallegos (sic) and the viewing public understands, once a
59 determination is made as far as the study, the study will then be brought forward for public
60 debate and discussion and those who are effected by the end result of the study will be notified.

61

62 **RICHARD GOECKE**

63 Correct.

64

65 **AL GALLEGOS**

66 Sir, I – differ with that.

67

68 **MAYOR GOODMAN**

69 Well, that's the way it is.

70

71 **AL GALLEGOS**

72 They have – I – have looked at the agenda and so forth and I know which properties they're
73 gonna go through. And –

CITY COUNCIL MEETING OF
September 15, 2004
VERBATIM TRANSCRIPT – ITEM 41

74 **MAYOR GOODMAN**

75 Okay, well, until they make that decision –

76

77 **AL GALLEGO**

78 – they haven't notified anybody. So, I think that they should notify the – property owners. They
79 already, I – have all the information they have. I mean, they – know exactly where they – gonna
80 go through, what streets are gonna close and so forth. The study's already been made. Thank
81 you.

82

83 **MAYOR GOODMAN**

84 Okay. Thank – you.

85

86 **COUNCILMAN WEEKLY**

87 Your Honor?

88

89 **MAYOR GOODMAN**

90 Yes?

91

92 **COUNCILMAN WEEKLY**

93 I appreciate Mr. Gallegos (sic) concern, but as Mr. – Goecke pointed out, Mr. Gallego, at this
94 point, it's nothing but a study. And so, again, once things begin to move forward, 'cause this was
95 on the news last night, and it's been publicized that there have been public hearings and it's been
96 open to the public.

97

98 **AL GALLEGO**

99 It has?

CITY COUNCIL MEETING OF
September 15, 2004
VERBATIM TRANSCRIPT – ITEM 41

100 **COUNCILMAN WEEKLY**

101 Absolutely. Absolutely. And so what's – gonna happen is, well, we also have concerns, Al, as
102 we look at the widening projects, of how it would possibly impact our Las Vegas Senior Center
103 and the Dula Center over here. That's a – major concern, which –

104

105 **AL GALLEGOS**

106 I went to a meeting last night and I'm very concerned that, what's gonna happen there.

107

108 **COUNCILMAN WEEKLY**

109 Well –, the, again, that, those are not just concerns of your's or the folks at Three Star Auto. We
110 have concerns as to what's gonna happen with the, one of the most utilized senior centers I have
111 here in the City of Las Vegas, that big beautiful pool that when Councilman Reese represented
112 the area that he had rebuilt. All of that is of major concern. Fire Station Number One is located

113 –

114

115 **AL GALLEGOS**

116 Yes.

117

118 **COUNCILMAN WEEKLY**

119 – right near the interstate there. So, all of those concerns are being taken into consideration. And
120 do believe we're having lots of conversations about this and this will be noticed to the public and
121 all responsible property owners will be notified accordingly, so that they can be in on the
122 conversations.

123

124 **AL GALLEGOS**

125 Okay. Thank you, Sir.

126

127 **COUNCILMAN WEEKLY**

128 Yes, Sir. Thank you very much. Your Honor, with this, I **move for approval**, please.

CITY COUNCIL MEETING OF
September 15, 2004
VERBATIM TRANSCRIPT – ITEM 41

129 **MAYOR GOODMAN**

130 All right, let's vote please. Post. **(Motion carried unanimously.)** Motion carries. Thank you,

131 Mr. Gallegos (sic).

132

133 **(END OF DISCUSSION)**

134 /vwd;ac

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Interlocal Contract 482 - Bus Turnout Project FY 2005 between the City of Las Vegas and the Regional Transportation Commission (RTC) (\$500,000 - Regional Transportation Commission) - Ward 3 (Reese)

Fiscal Impact

☐

No Impact

Amount: \$500,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: RTC

PURPOSE/BACKGROUND:

Interlocal Contract 482 will provide funding for bus turn outs along the Charleston Boulevard corridor between Fremont Street and Nellis Boulevard. The Clark County Regional Transportation Commission approved this contract at their August 12, 2004 Board Meeting. Total cost of this project shall not exceed \$3,500,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 482

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

INTERLOCAL CONTRACT**Bus Turnout Project
Fiscal Year 2005**

THIS INTERLOCAL CONTRACT, made and entered into this 3rd day of November, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", COUNTY OF CLARK, a political subdivision of the State of Nevada and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised States, the Regional Transportation Commission may approve and fund projects to improve streets or highways; and

WHEREAS, the CITY desires to improve streets and highways within the City in accordance with the improvements set forth herein, and hereinafter referred to as the "PROJECT"; and

WHEREAS, the facilities upon which improvements will be done are facilities eligible for RTC funding.

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

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the installation of bus turnouts along Citizen Area Transit bus routes. The basic improvements will result in the installation of bus turnouts including right-of-way acquisition, construction of bus turnout, passenger loading pad, ADA accessibility, utility relocation, retaining walls, landscaping, sign relocation, driveways relocation, storm drain drop inlets relocation and any other miscellaneous items to complete the project. The improvements will be designed and constructed in accordance with the appendix called "Guidelines for the Provisions of Bus Turnouts and Passenger Loading Areas for the Citizens Area Transit (CAT) Bus" in the Policies and Procedures Manual of the RTC.

The PROJECT limits will be bus stops along Charleston Boulevard between Fremont Street and Nellis Boulevard.

SECTION II - PROJECT COSTS

The RTC agrees to provide funding from Question 10 Transit funds for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

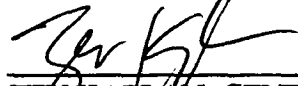
1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$3,500,000 which includes all of the above.
2. "Authorization to Proceed" for engineering design at a cost not to exceed \$475,000 and for right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$25,000 at the time written Authorization to Proceed is received from the RTC.
3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.
4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the Regional Transportation Commission as funding agency.
2. The network condition assessment, analysis, preliminary engineering, and design shall be performed by the CITY or by a consultant employed by the CITY.
3. The design, construction, and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada.
4. Upon completion of the construction of the improvements, it shall be maintained by the responsible entity having jurisdiction and no funding is provided by this agreement for maintenance.
5. The improvements must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada by December 30, 2007.
6. The City's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after completion of a project.

1. ☐ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11. ☐ 12. ☐ 13. ☐ 14. ☐ 15. ☐ 16. ☐ 17. ☐ 18. ☐ 19. ☐ 20. ☐ 21. ☐ 22. ☐ 23. ☐ 24. ☐ 25. ☐ 26. ☐ 27. ☐ 28. ☐ 29. ☐ 30. ☐ 31. ☐ 32. ☐ 33. ☐ 34. ☐ 35. ☐ 36. ☐ 37. ☐ 38. ☐ 39. ☐ 40. ☐ 41. ☐ 42. ☐ 43. ☐ 44. ☐ 45. ☐ 46. ☐ 47. ☐ 48. ☐ 49. ☐ 50. ☐ 51. ☐ 52. ☐ 53. ☐ 54. ☐ 55. ☐ 56. ☐ 57. ☐ 58. ☐ 59. ☐ 60. ☐ 61. ☐ 62. ☐ 63. ☐ 64. ☐ 65. ☐ 66. ☐ 67. ☐ 68. ☐ 69. ☐ 70. ☐ 71. ☐ 72. ☐ 73. ☐ 74. ☐ 75. ☐ 76. ☐ 77. ☐ 78. ☐ 79. ☐ 80. ☐ 81. ☐ 82. ☐ 83. ☐ 84. ☐ 85. ☐ 86. ☐ 87. ☐ 88. ☐ 89. ☐ 90. ☐ 91. ☐ 92. ☐ 93. ☐ 94. ☐ 95. ☐ 96. ☐ 97. ☐ 98. ☐ 99. ☐ 100. ☐

APPROVED AS TO LEGALITY AND FORM:


ZEV KARLMAN, GENERAL COUNSEL

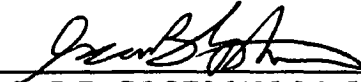
DATE OF COUNCIL ACTION:

9-15-04

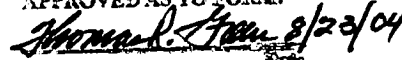
ATTEST:


BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, MAYOR

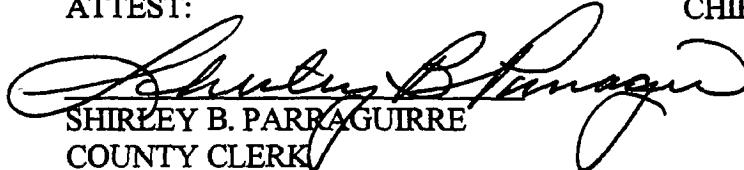
APPROVED AS TO FORM:


8/23/04

DATE OF COMMISSION ACTION:

11-3-04

ATTEST:


SHIRLEY B. PARRAGUIRRE
COUNTY CLERK

COUNTY OF CLARK

By: 
CHIP MAXFIELD, CHAIRMAN

DATE OF COMMISSION ACTION:

8-12-04

ATTEST


TONI MICHENER
EXECUTIVE ASSISTANT

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

By: 
BRUCE L. WOODBURY, CHAIRMAN

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of Fourth Supplemental Interlocal Contract LAS10J98 - Gowan North Channel Alexander Drive to Lone Mountain Road and Lone Mountain Outfall between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase total project funding (\$20,000 - Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$20,000

☒

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source: CCRFCDD

PURPOSE/BACKGROUND:

Fourth Supplemental Interlocal Contract LAS10J98 will provide funding for design engineering and right-of-way design. Additional funding is necessary to cover additional shop drawing reviews. The Clark County Regional Flood Control District approved this contract at their August 12, 2004 Board Meeting. Total cost of the project shall not exceed \$641,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Interlocal Contract LAS10J98

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

**FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
GOWAN NORTH CHANNEL ALEXANDER DRIVE TO
LONE MOUNTAIN ROAD AND LONE MOUNTAIN OUTFALL**

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 12th 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, 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 generally described in the 1997 Master Plan Update, Structures GONO 0117, 0151, 0179, 0205, GOLM 0000, 0049, and 0101; and

WHEREAS, the flood control improvements proposed herein are generally described in the 2002 Master Plan Update, Structures GONO 0117, 0181, 0183, GOLM 0000, 0049, and 0101, hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its annual project priority list; and

WHEREAS, an Interlocal Contract for Gowan North Channel, Alexander Drive to Lone Mountain Road and Lone Mountain Outfall dated September 10, 1998, a Supplemental Interlocal Contract dated May 11, 2000, a Second Supplemental Interlocal Contract dated May 16, 2002 and a Third Supplemental Interlocal Contract dated July 11, 2002 were entered into between the DISTRICT and the CITY for the design of flood control improvements described in the DISTRICT Master Plan Update of the Las Vegas Valley; and

WHEREAS, the City desires to increase funding for engineering; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract and the supplemental Interlocal Contracts as follows:

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

SECTION II – PROJECT COSTS

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. The engineering and design shall not exceed \$640,000.
2. Preparation of right-of-way drawings, description, title reports of the right-of-way required, and appraisals at a cost not to exceed \$1,000.
3. The total cost of this contract shall not exceed \$641,000 which includes all items described in Paragraphs one and two 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.

All other sections of the Interlocal Contract dated September 10, 1998, and Supplemental Interlocal Contracts dated May 11, 2000, May 16, 2002 and July 11, 2002 remain unchanged.

[illegible]

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

August 13, 2004
ATTEST

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

Carolyn Frazier
CAROLYN FRAZIER
SECRETARY TO THE BOARD

APPROVED AS TO LEGALITY AND FORM:

Chris Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

9-15-2004
ATTEST

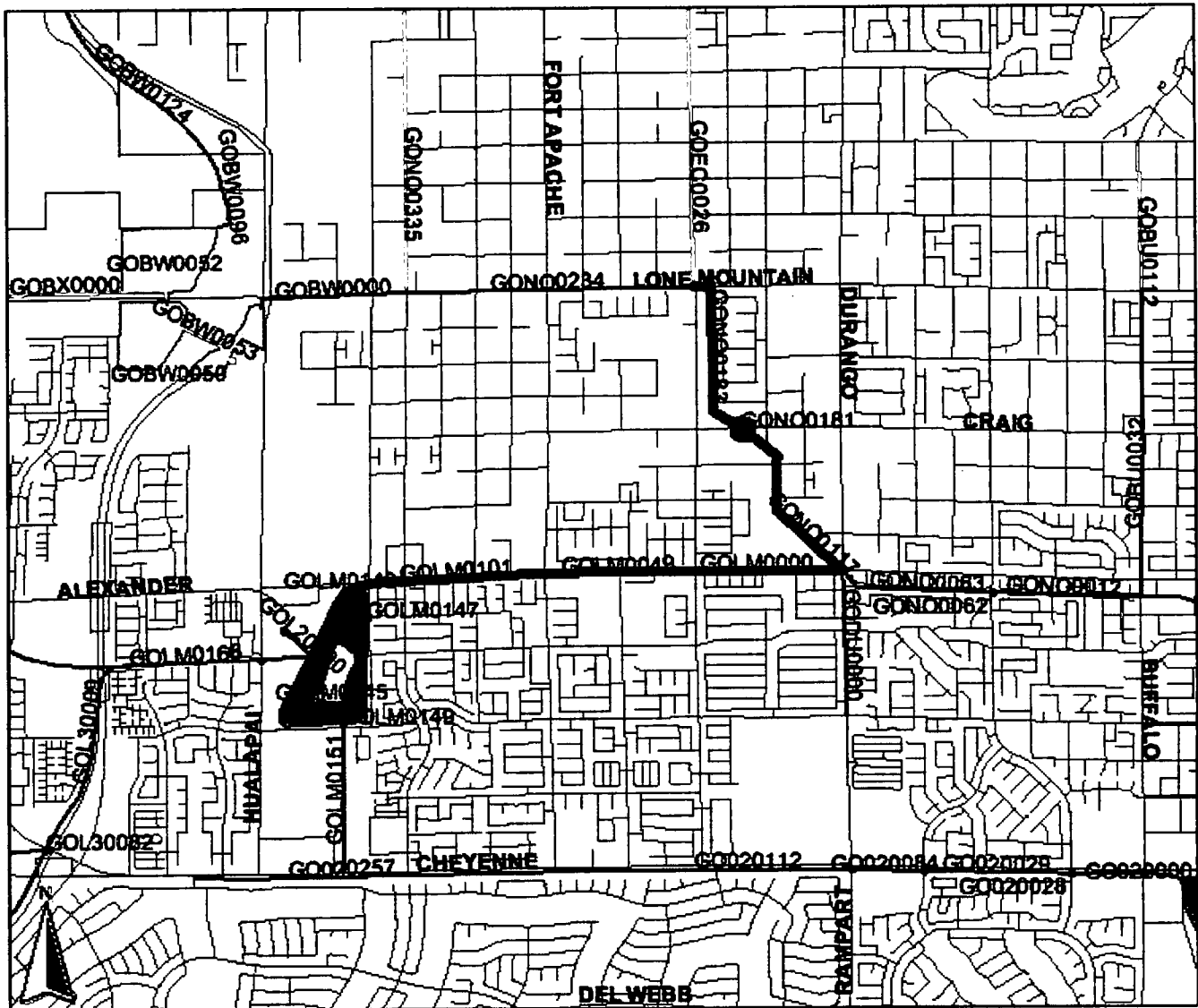
BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
Thomas R. Brown 8/23/04
Date

Exhibit A

Gowan North Chan. Alexander to Lone Mtn and Ln Mtn Outfall



Project Number: LAS10J98

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval to file a Right-of-Way Grant with the Bureau of Land Management for drainage purposes on portions of land lying within the Southwest Quarter of Section 31, Township 19 South, Range 60 East, the North Half of Section 6 and the Northwest Quarter of Section 5, Township 20 South, Range 60 East, Mount Diablo Meridian, generally located on the north and south sides of the Lone Mountain Road alignment, between the Hualapai Way and El Capitan Way alignments, APNs 125-31-401-007, -403-001, -801-002, -804-002, 138-05-101-006, 138-06-201-001, -503-001, -003 and -004 - County (near Ward 6 - Mack)

Fiscal Impact

☒

No Impact

☐

Budget Funds Available

☐

Augmentation Required

Amount:

Dept./Division: Public Works/City Engineer

Funding Source:

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKDS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of Richmond American Homes, owners (north of Centennial Parkway, between Fort Apache Road and Kevin Street, APNs 125-20-401-006, -007, -009; 125-20-403-001, -002, -003, -004; 125-20-402-004 and -005) - County (near Ward 6 - Mack)

Fiscal Impact

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division: Public Works/City Engineer

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This request is to connect 260 single family dwellings located north of Centennial Parkway, between Fort Apache Road and Kevin Street. The owners propose to connect to a 10-inch sewer line located in Centennial Parkway. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

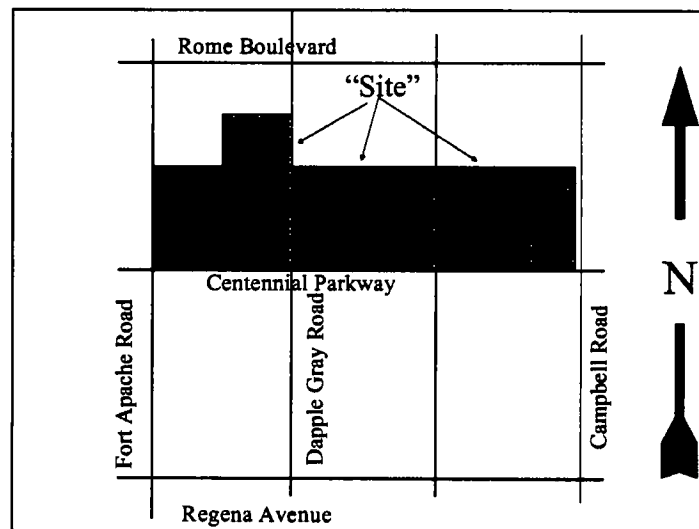
AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – SOUTHWEST ENGINEERING ON BEHALF OF RICHMOND AMERICAN HOMES, OWNERS (NORTH OF CENTENNIAL PARKWAY, BETWEEN FORT APACHE ROAD AND KEVIN STREET, APN 125-20-401-006, -007, -009; 125-20-402-004, -005; 125-20-403-001, -002, -003, -004)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 4th day of August, 2004, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Richmond American Homes (approximately 32.5 acres -- vacant land; Parcel Nos.

125-20-401-006

125-20-401-007

125-20-401-009

125-20-402-004

125-20-402-005

125-20-403-001, 002, 003, and 004

which are within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

/////

/////

/////

/////

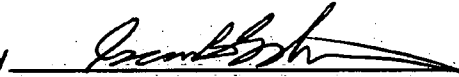
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  9/21/04
Deputy City Attorney

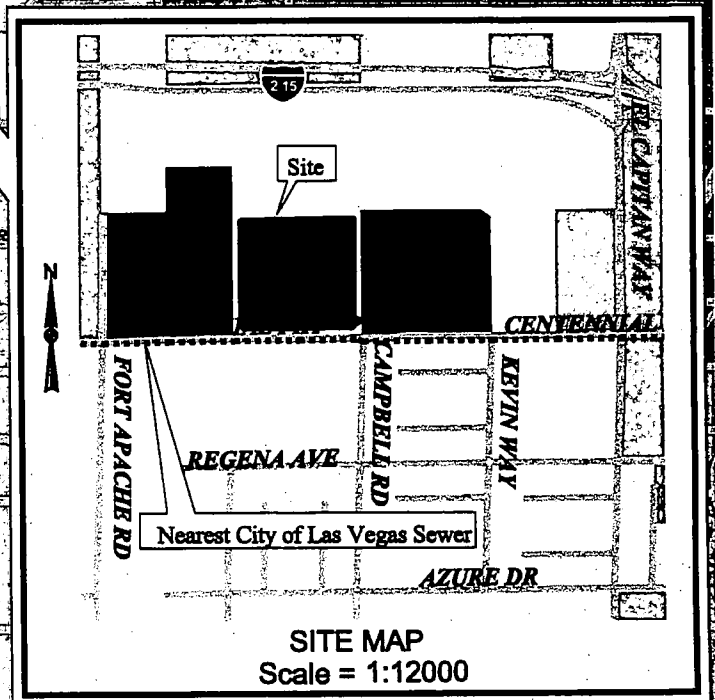
FORT APACHE CENTENNIAL EAST
PARCEL NO. 125-20-401-006 -007, 009, 402-004 - 005
125-20-403-001 - 004
TOTAL PARCEL ACREAGE= 32.5 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 9.5 MILES FROM SITE.

**UNINCORPORATED
 COUNTY**

**Nearest City of
 Las Vegas Sewer**

**CITY
 OF
 LAS VEGAS**

Nearest CCWRD Sewer



Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Southwest Engineering on behalf of Sky Ridge Limited, owner (Tee Pee Lane at Oso Blanca 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 encroachment shall consist of landscaping on the east side of Tee Pee Lane extending southward from Oso Blanca Road for approximately 1,155 feet and on the east and west sides of Oso Blanca Road and of the medians of Oso Blanca Road extending southward from Tee Pee Lane for approximately 997 feet consisting of landscaping and irrigation to meet Town Center Landscaping Requirements for the proposed Sky Ridge Unit 1 subdivision. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (Tee Pee Lane at Oso Blanca Road)

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

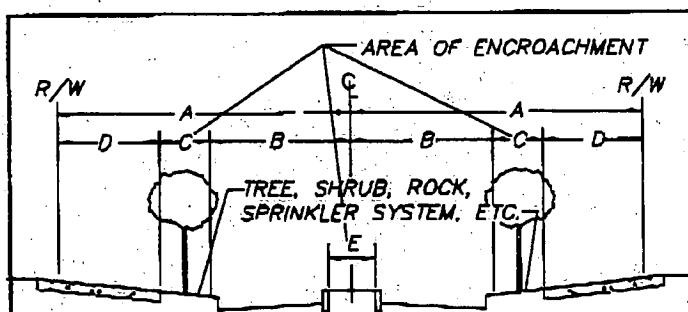
Items 3, 35, 38 & 41: **APPROVED** under separate actions (see individual items)
Item 55: **ABEYANCE** under separate action (see individual item)

MINUTES:

There was no related discussion.

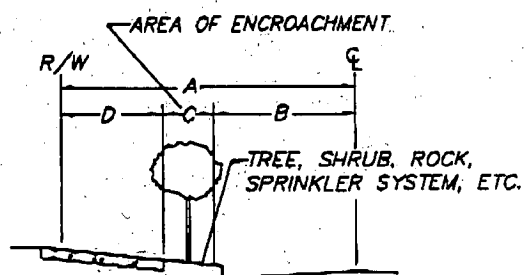
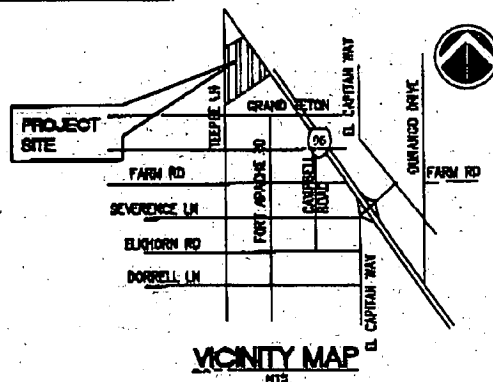
(9:31 – 9:38)

1-815



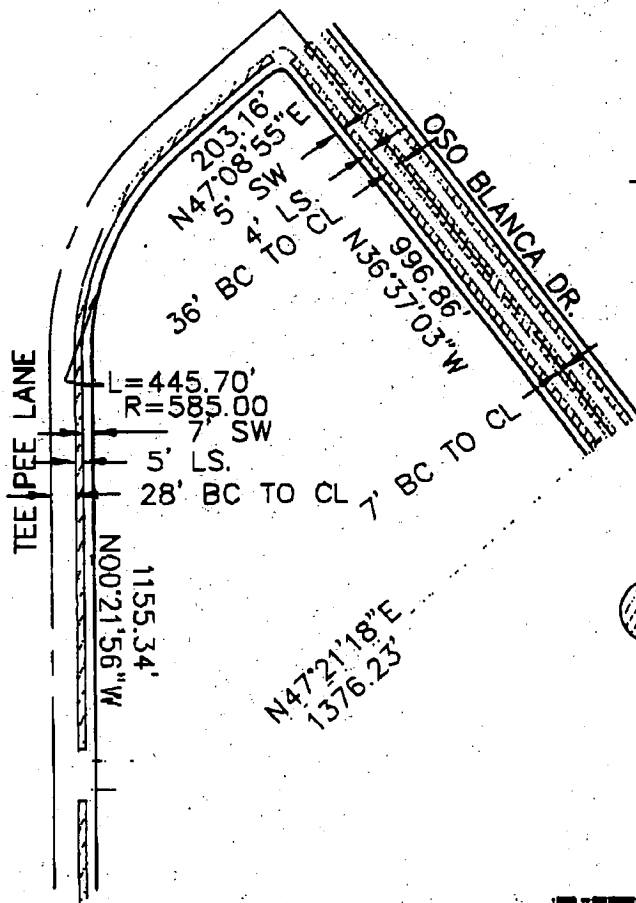
A	B	C	D	E
45'	36'	4'	5'	14'

OSO BLANCA SECTION
N.T.S.



A	B	C	D
40'	28'	3.61-5.0'	6.39'-5.0'

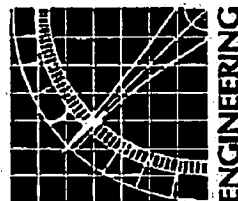
TEE PEE LANE SECTION
N.T.S.



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA

EXHIBIT "A"

ENCROACHMENT EXHIBIT
NTS
SKY RIDGE



SOUTHWEST
LAND PLANNING • MAPPING • DEVELOPMENT

3610 North Rancho Drive
Las Vegas, Nevada 89130
Telephone: (702) 648-9700
fax: (702) 648-4143

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Southwest Engineering on behalf of Richmond American Homes, owners (northwest corner of Chieftain Street and Centennial Parkway, APN 125-19-802-012) - County (near Ward 6 - Mack)

Fiscal Impact

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

PURPOSE/BACKGROUND:

This request is to connect 28 single family dwellings located at the northwest corner of Chieftain Street and Centennial Parkway. The owners proposed to connect to an existing 10-inch sewer line located in Centennial Parkway. The Planning Department has determined the project does conform to the City's General Plan for the area; there is sufficient capacity in the City Sanitary Sewer. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area and cannot be annexed to the City.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41: **APPROVED** under separate actions (see individual items)
Item 55: **ABEYANCE** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)
1-815

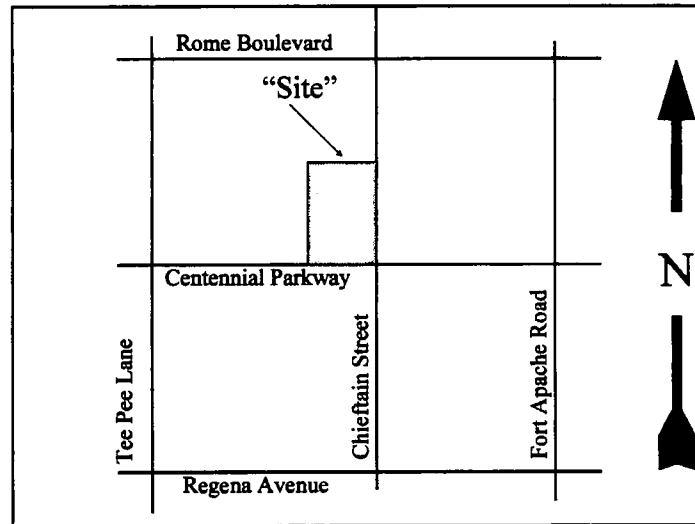
AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – SOUTHWEST ENGINEERING ON BEHALF OF RICHMOND AMERICAN HOMES, OWNERS (NORTHWEST CORNER OF CHIEFTAIN STREET AND CENTENNIAL PARKWAY, APN 125-19-802-012)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 3rd day of August, 2004, by and between the CLARK COUNTY WATER RECLAMATION DISTRICT ("DISTRICT") and the CITY OF LAS VEGAS ("CITY"), both political subdivisions of the State of Nevada, located within Clark County, Nevada.

WITNESSETH:

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into contracts for the performance of sewer service activity or any undertaking which the agency is authorized by law to perform; and

WHEREAS, the CITY provides sewage treatment at its own facilities; and

WHEREAS, DISTRICT sewer lines are not accessible to provide service to the area as shown in Exhibit "A," owned by Richmond American Homes of Nevada (approximately 5.0 acres -- vacant land; Parcel No. 125-19-802-012 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

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

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

/////

/////

/////

/////

/////

/////

/////

/////

6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

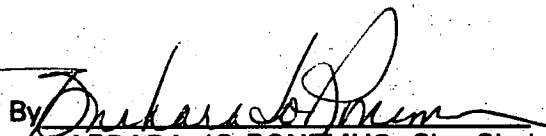
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  9/21/04
Deputy City Attorney

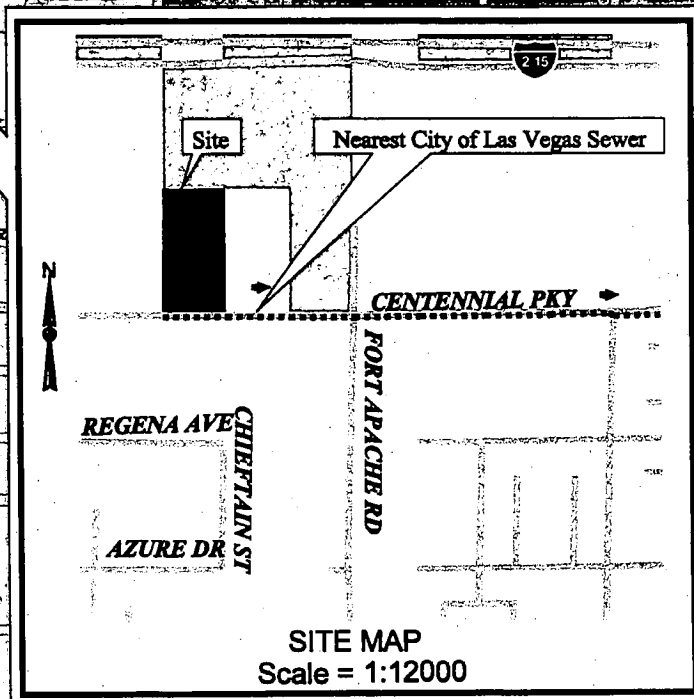
CENTENNIAL/CHIEFTAN PARCEL
PARCEL NO. 125-19-802-012
TOTAL PARCEL ACREAGE= 5.0 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 10.5 MILES FROM SITE.

UNINCORPORATED COUNTY

Nearest City of Las Vegas Sewer

CITY OF LAS VEGAS

Nearest CCWRD Sewer



Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from MM & K Trust, owner (Tenth Street at Garces Avenue) - Ward 5 (Weekly)

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 10.5 feet wide area of landscaping on the west side of Tenth Street extending approximately 22 feet along the property line consisting of trees, shrubs, ground cover and an irrigation system for the proposed O'Bannon 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" (Tenth Street at Garces Avenue)

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41: **APPROVED** under separate actions (see individual items)

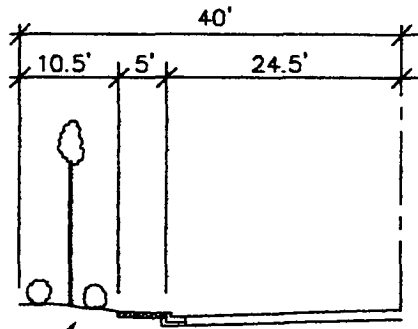
Item 55: **ABEYANCE** under separate action (see individual item)

MINUTES:

There was no related discussion.

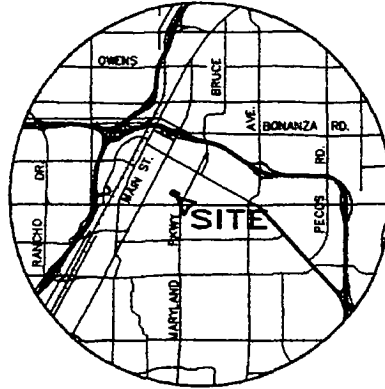
(9:31 – 9:38)

1-815



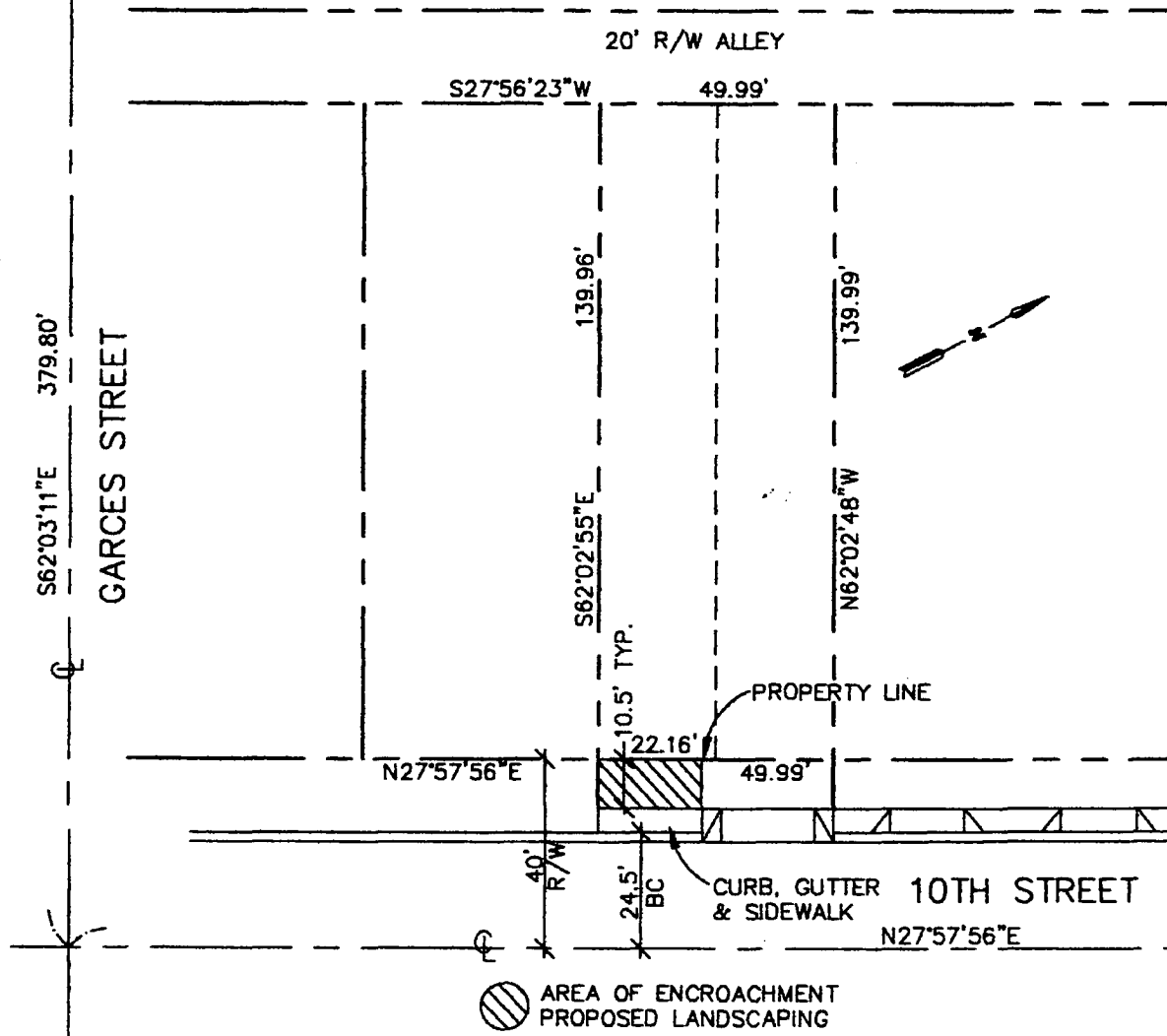
TREE, SHRUB, ROCK,
SPRINKLER SYSTEM, ETC...

TYP. SECTION
NTS



VICINITY MAP

EXHIBIT "A"



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Construction Management Agreement with TJ Consulting for construction management services on Fire Station No. 8 located at Mojave Road and Harris Avenue, Fire Station No. 47 located at Alta Drive and Carriage Hill Drive and Freedom Park Pool located at Pecos Road and Washington Avenue (\$184,912 - Various Capital Project Funds) - Wards 2 and 3 (Wolfson and Reese)

Fiscal Impact

☐

No Impact

Amount: \$184,912

☒

Budget Funds Available

Dept./Division: Public Works/Eng. Integration

☐

Augmentation Required

Funding Source: Various Capital Project Funds

PURPOSE/BACKGROUND:

The scope of work includes two new prototype fire stations and a park swimming pool and bathhouse.

RECOMMENDATION:

That the City Council approve the negotiated Construction Management Agreement with TJ Consulting for the Construction Management services of Fire Station No. 8, Fire Station No. 47 and Freedom Park Pool in the amount of \$184,912 and approve an Additional Services contingency reserve of \$20,000.

BACKUP DOCUMENTATION:

Construction Management Agreement

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

CONSTRUCTION MANAGEMENT AGREEMENT FOR FIRE STATION #8, #47 PROJECT ADMINISTRATION

THIS AGREEMENT is made and entered into this 15th day of Sept., 2007, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and **TJ CONSULTING** (herein the "Construction Manager").

WITNESSETH:

WHEREAS, the City intends to construct **FIRE STATION #8, #47 PROJECT ADMINISTRATION** commonly known and referred to as the "Project"; and

WHEREAS, the Construction Manager is properly qualified and has the personnel and facilities necessary to perform the services hereinafter set forth within the required time; and

WHEREAS, with respect to the Project, the City intends to publicly bid and retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been engineered and designed by a professional engineer (herein the "Consultant"); and

WHEREAS, the City desires to retain the services of a qualified construction manager who will be responsible for providing the services requested by the City which may include, without limitation, review of documents (including submittals) prepared by the Contractor, contract administration, change order negotiations and execution, monitoring and documenting construction progress in connection with the Project;

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 Eight hereof.

SECTION ONE CONSTRUCTION MANAGER RESPONSIBILITIES

1.01 Scope of Services. Acting as a fiduciary agent for the City, the Construction Manager hereby agrees to provide the services set forth in "Scope of Services", Exhibit "A", and "Required Submittals", Exhibit "B", and "Performance Schedule", Exhibit "C", attached hereto, subject to the terms and conditions of this Agreement.

1.02 Additional Services. The Construction Manager shall provide the services set forth in "Hourly Rate Schedule," Exhibit "E" attached hereto, if, and only if, so requested in writing by the City. Payment will be made to the Construction Manager for such services in accordance with Section 5.02.

1.03 Performance Standards. In performing the services set forth in the Scope of Services, the Construction Manager shall follow practices consistent with generally accepted construction management standards.

1.04 Waiver. The City's approval of any documents or services furnished by the Construction Manager shall not in any way relieve the Construction Manager of responsibility for the professional and technical accuracy of its documents and services. The City's review, approval, acceptance or payment for any of the Construction Manager'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 Construction Manager shall remain liable in accordance with the terms of this Agreement and applicable law for the damages to the City caused by the Construction Manager's negligent act or omission in performance of this Agreement.

1.05 Construction Manager's Representative. The Construction Manager's Representative is hereby designated as indicated in Exhibit "F", "Key Personnel List", who shall be responsible for providing the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Manager, or by the associates and employees identified in the Construction Manager's proposal provided that such associates and employees perform under the personal supervision of the Manager. All employees identified in the Construction Manager's cost proposal shall be subject to approval by the City's Representative. Should the Manager, or any associate or employee, be unable to complete his or her responsibility for any reason, the Construction Manager will replace the employee with a qualified person approved by the City. If the Construction Manager fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 8.0.3.

1.06 **Correspondence Review.** The Construction Manager shall furnish the City's Representative copies of each correspondence sent to the Contractor or to any regulatory agencies.

1.07 **Cooperation with the City.** The Construction Manager agrees that its officers, associates, employees and subcontractors will cooperate with the City in providing the 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's Representative.** The Director of Public Works or his authorized representative is hereby designated as the City's Representative with respect to this Agreement. The City's Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Construction Manager.

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

2.03 **Review of Construction Manager's Services and Documents.** The services to be performed by the Construction Manager shall be subject to periodic review by the City's Representative. The review comments of the City's Representative shall be reported in writing to the Construction Manager. To prevent an unreasonable delay in the construction of the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, change order requests, requests for information, memos to designer and letters of clarification by or to the Construction Manager, submitted to the City for comment within 10 working days of receipt of such documents.

2.04 **Access to Records.** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Construction Manager as it may request, any 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 the Scope of Services. The City shall assist the Construction Manager 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 the Scope of Services.

SECTION THREE CHANGES TO THE SCOPE OF SERVICES

3.01 **Requested Changes.** The City may at any time, by written order, make changes to the Scope of Services to be provided by the construction of the Project or the Scope of Services.

3.02 **Adjustment of Compensation.** If the changes requested by the City cause an increase in the cost or time required for the Construction Manager to perform any of the services required thereunder, an equitable adjustment shall be made in the compensation to be paid to the Construction Manager under Section Five and the Scope of Services 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 Construction Manager of written notification of the changes to the services to be provided under the Scope of Services unless the City grants in writing a further period of time before the date of final payment. If final payment is made to the Construction Manager, the Construction Manager waives any right to seek any equitable adjustment in compensation with respect to that change.

SECTION FOUR TERM OF AGREEMENT

4.01 **Term.** This Agreement shall commence on the day in the first paragraph set forth above and shall remain in force and effect until the Project is completed (as evidenced by the issuance of a Certificate of Completion) unless the City serves upon the Construction Manager a thirty (30) day written Notice of Termination pursuant to Section 8.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

4.02 **Disputes.** This Section shall not be construed to preclude the filing of any disputes arising out 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 this Agreement or the subject matter hereof, would otherwise accrue under the statutes of limitations or doctrines of law.

SECTION FIVE COMPENSATION AND TERMS OF PAYMENT

- 5.01** **General.** The City agrees to pay the Construction Manager as compensation for the services provided under Article 1 of this Agreement the amount of the fixed Fee set forth in Exhibit "D" (Fee and Man-hours Breakdown). In no event shall the total amount of compensation to be paid to the Construction Manager exceed the total fixed Fee set forth in Exhibit "D", unless written authorization is given by the City.
- 5.02** **Compensation.** Construction Manager estimate of the number of man-hours to be expended in the performance of this agreement is set forth in "Fee and Man-hours Breakdown", Exhibit "D", attached hereto. The City shall pay the Construction Manager for the services actually performed under the Scope of Services the hourly rates set forth in "Hourly Rate Schedule", Exhibit "E", attached hereto unless a different hourly rate has been approved by the Director of Public Works, or his designee.
- 5.03** **Invoice.** An invoice shall be submitted to the City each month for the services provided during the previous month based upon the rates set forth in the "Fee Breakdown", Exhibit "D", and the "Hourly Rate Schedule", Exhibit "E". An original invoice and one copy to the City's Representative in the format acceptable to the City Representative, attached hereto shall be submitted to the City. Payment shall be due within sixty (60) days after the date of receipt and approval by the City's Representative of the monthly invoice, unless the amount set forth therein, or any portion thereof, is being disputed by the City in which case payment shall be made on the undisputed amount. Failure to pay the Construction Manager within this period may, if so requested by the Construction Manager, result in a penalty of one-half (½) percent per month being applied to the unpaid balance.
- 5.04** **Retainage.** Upon approval, the City shall pay to the Construction Manager ninety-five percent (95%) of the monthly invoice with the remaining five percent (5%) being retained for the purpose set forth in Section 5.05.
- 5.05** **Right to Off-Set.** The City's Representative may subtract or off-set from any unpaid invoice received from the Construction Manager any damages, costs and expenses caused by, resulting from or arising out of, the negligent acts or omissions of the Construction Manager in the performance of the services under this Agreement including, without limitation, the lack of proper oversight and review of the documents prepared by the Consultant and/or the Contractor. The City's Representative shall provide a written statement to the Construction Manager of the damages, costs and expenses which have been subtracted from any payment to the Construction Manager along with appropriate documentation and receipts, if any, and a description of the negligent errors or deficiencies attributed to the Construction Manager.
- 5.06** **Final Payment.** Upon completion by the Construction Manager of the services required under this Agreement, and upon acceptance of such services by the City, which acceptance will not be unreasonably withheld, the Construction Manager will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

SECTION SIX PROJECT SCHEDULE

- 6.01** **Project Schedule.** If so required under the Scope of Services, the Construction Manager will obtain from the Contractor and furnish to the City's Representative a schedule for performance of the construction of the Project (herein the "Project Schedule") no later than thirty (30) days after the Contractor receives written notice to proceed from the City. The Construction Manager shall review the Project Schedule for compliance with the milestone requirements set forth in the construction documents and that the times allotted for each task are reasonable. The Construction Manager shall complete his review within ten (10) days of receipt of the Project Schedule. The Construction Manager shall monitor the progress of the Contractor against the Project Schedule and shall document and report the Contractor's progress to the City's Representative.
- 6.02** **Revised Project Schedule.** If the Contractor's performance is delayed or the sequence of tasks changed, the Construction Manager shall notify the City's Representative in writing of the reasons for the delay or the change. The Construction Manager shall then require the Contractor to prepare a revised Project Schedule for submission to and approval by the City's Representative. The Construction Manager shall review the Project Schedule and monitor the Contractor's performance and completion of the work in accordance therewith.

SECTION SEVEN AUDIT: ACCESS TO RECORDS

- 7.01** **Records.** The Construction Manager shall maintain books, records and other documents directly pertinent to performance of the Scope of Services in accordance with generally accepted accounting principles and practices. The Construction Manager shall also maintain the financial information and data used by the Construction Manager 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 and established 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 for the purpose of inspection, audit and copying. The Construction Manager will provide proper facilities for such access and inspection. Any negotiated hourly rates will not change due to an audit.

7.02 **Disclosure.** The Construction Manager agrees to the disclosure of all information and reports resulting from access to records pursuant to Sections 7.01 above, to any of the agencies referred to in Section 7.01 above, provided that the Construction Manager 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 Construction Manager.

7.03 **Period of Maintenance.** The books, records and other documents under Sections 7.01 and 7.02 above 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.

7.04 **Subcontract Provisions.** The Construction Manager agrees to include Sections 7.01 through 7.03 in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of \$10,000.

SECTION EIGHT MISCELLANEOUS PROVISIONS

8.01 **Suspension.** The City may suspend performance by the Construction Manager under a Scope of Services for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Construction Manager at least ten (10) working days prior to the effective date of the suspension. With such suspension, the City shall pay to the Construction Manager the amount of compensation, for the unpaid services rendered prior the effective date of suspension. The Construction Manager shall not provide any further services under the Scope of Services after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Construction Manager for any cause other than the error or omission of the Construction Manager for an aggregate period in excess of thirty (30) days, the Construction Manager shall be entitled to an equitable adjustment of the compensation payable to the Construction Manager under the Scope of Services including reimbursement of the Construction Manager for additional costs occasioned as a result of such suspension of performance by the City.

8.02 **Termination.** The City reserves the right to terminate this Agreement without cause or default on the part of the Construction Manager with ten (10) working days' prior written notification to the Construction Manager. Notification of the Construction Manager is deemed to have occurred on that date that the City deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. In the event of termination, without cause or default, the City agrees to pay to the Construction Manager the reasonable value for the services performed as of the date that notification of termination is received by the Construction Manager.

8.03 **Default.** The occurrence of any of the following events shall constitute a default by the Construction Manager hereunder (hereinafter "Event of Default"):

A. If the Construction Manager shall default in the due observance and performance of any term, condition or covenant contained in this Agreement.

B. If the Construction Manager shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Construction Manager 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 Construction Manager for the purpose of effecting any of the foregoing;

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

D. If the Construction Manager should, in the judgment of the City, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule set forth in Section Six of this Agreement, then, if any such Event of Default continues for three (3) working days after written notice to the Construction Manager, 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 Construction Manager hereunder, finish this Agreement by such means as the City may see fit, deduct from any balance due the Construction Manager the reasonable and necessary cost of

finishing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Construction Manager and in the event the cost of finishing the Construction Manager's work exceeds the balance due the Construction Manager, such excess shall be paid by the Construction Manager to the City within five (5) days of invoicing by 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 Construction Manager except for the reasonable value for the services performed as of the date of receipt of the notice of termination. The costs and expenses of completing this Agreement of the Construction Manager shall be computed and audited by the City's designated representative. The audit shall be made in accordance with generally accepted accounting principles and the Construction Manager shall pay all costs of such audit.

It is expressly agreed that the City reserves the right to off-set any and all claims made by the Construction Manager for payment of its Fee or the reimbursement of additional costs incurred hereunder, with any claims that the City might have against the Construction Manager for failure to comply with any of the terms and conditions of this Agreement.

8.04 Ownership of Documents. Any and all plans, drawings, specifications, studies and other documents (including magnetic media) prepared or assembled by the Construction Manager or any of its subcontractors which are related to the performance of this Agreement are deemed to be the property of the City. In the event of completion or termination of this Agreement, the City reserves the right to require delivery of any and all plans, drawings, specifications, studies and other documents not in its possession. Any use of such completed documents for other projects and/or any use of incomplete documents without specific written authorization from the Construction Manager will be at the City's sole risk. The Construction Manager shall be entitled to a reproducible copy of such plans, drawings, specifications, studies and other documents furnished to the City.

8.05 Insurance. The Construction Manager shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. **Employers Insurance Company of Nevada (EICON).** Such insurance shall protect the Construction Manager and the City from employee claims based on job-related sickness, disease, or accident.

B. **Comprehensive General Liability Insurance** (bodily injury and property damage). Such insurance shall protect the Construction Manager, its agents and vehicles used to provide the services required under this Agreement. Such coverage shall be in a minimum amount of \$1,000,000 combined single limit for the period of time covered by this Agreement. The Construction Manager's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. **Professional Liability Insurance.** Such insurance shall protect the Construction Manager from claims arising out of performance of professional services caused by a negligent act, error, 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.

D. **Comprehensive General Liability and Professional Liability Insurance.** The Comprehensive General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Construction Manager's contractual liability to the City, 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.

E. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$100,000 without the written approval of the City.

F. **Period of Coverage.** Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement. 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 that coverage is "claims made" and the retroactive date. Upon availability, the Construction Manager shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Construction Manager shall provide the City annually a Certificate of Insurance as evidence of such insurance.

8.06 Indemnity. Notwithstanding any of the insurance requirements required under Section 8.05, and not in lieu thereof, the Construction Manager 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, 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 in consequence of, the negligent acts or omissions of the Construction Manager, its subcontractors, agents or anyone employed by the Construction Manager, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

As part of its obligation hereunder, the Construction Manager 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 acts or omissions of the Construction Manager, its subcontractors or agents, for and against which the Construction Manager 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 Construction Manager shall fail to do so, the City 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 Construction Manager.

8.07 Assignment. The City and the Construction Manager 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 Construction Manager 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.

8.08 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 Construction Manager of any of its obligations hereunder.

8.09 Construction Manager Warranties. The Construction Manager hereby represents and warrants:

A. 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 able to furnish the plant, tools, materials, supplies, equipment and labor, 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 and licensed to do business in the City of Las Vegas and the State of Nevada.

B. 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.

C. That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Construction Manager's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement.

D. That it has, pursuant to the requirements of Resolution 79-99 (adopted by the City Council on August 4, 1999, and effective October 1, 1999), as amended by resolution 105-99 (adopted by City Council November 17, 1999), disclosed on the form attached hereto as Exhibit "G", all of the principals, including partners, of the Construction Manager, as well as persons and entities holding more than a one percent (1%) interest in the Construction Manager or any principals of the Construction Manager. If the Construction Manager, its principals or partners, are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act or the Employees 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 Construction Manager shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

8.10 Construction Manager Employees. The Construction Manager 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 Construction Manager fails to remove any employee from the work of this Agreement 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.

8.11 Independent Contractor. It is hereby expressly agreed and understood that in the performance of the services required herein, the Construction Manager 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.

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

8.13 Compliance with Laws. The Construction Manager 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.

8.14 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.

8.15 Confidentiality. The Construction Manager shall treat the information relating to the Project which has been produced by the Construction Manager 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 Construction Manager shall also require subcontractors and vendors to comply with this requirement.

8.16 Site Inspection. The Construction Manager represents that it has visited the location of the Project identified in the Scope of Services and has satisfied itself as to the general condition thereof and that the Construction Manager'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.

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

8.18 Notice. Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, or deposited with the United States Postal Service addressed as follows:

CITY:

Samuel D. Tolman
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 382-3232

CONSTRUCTION MANAGER:

Timothy J. Blond
TJ CONSULTING
1504 Willowbark Court
Las Vegas, NV 89117

Phone: (702) 254-0626

8.19 Prohibition Against Contingent Fees. The Construction Manager warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an 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 Construction Manager, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.20 Dispute Resolution

A. 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 furnished to the Construction Manager. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Construction Manager receives its copy of such decision, the Construction Manager mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Construction Manager shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The Construction Manager shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final

decision of a dispute hereunder, the Construction Manager shall proceed diligently with the performance of 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 Construction Manager are services entitled to additional compensation, the Construction Manager agrees to notify the City prior to providing such services of the Construction Manager'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 such services and failure to provide the City with such notice shall constitute a waiver of such claim.

B. 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 in accordance with the Arbitration Rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent which contains a specific reference to this Agreement and which is signed by the City and the Construction Manager. 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 and any agreement to arbitrate with an additional person or persons duly consented to by the City and the Construction Manager shall be specifically enforceable under the prevailing arbitration law.

C. In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the Construction Manager, which arises out of, from, or is connected with the construction of the Project, or the performance of the Construction Manager under this Agreement, the Construction Manager agrees and 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 Construction Manager is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections D and E apply to the joinder rights provided herein in such a way as to preclude the City from joining the Construction Manager as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, or results from, the construction of the Project.

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

D. In order for the Construction Manager to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Construction Manager within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other 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 from subsequently arbitrating that particular claim, dispute or other matter.

E. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the Nevada Arbitration Association or the American Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

F. 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 Procedure.

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

H. By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Mediation Rules of the Nevada Arbitration Association or the American Arbitration Association then existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

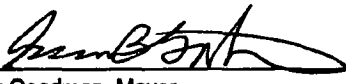
8.21 **Attorney Fees.** The prevailing party in a litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and costs.

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

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

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

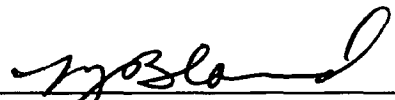
CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

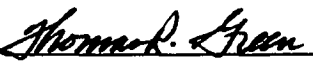
ATTEST


Barbara Jo Ronemus, City Clerk

CONSTRUCTION MANAGER

By 
Timothy J. Blong, TJ Consulting

APPROVED AS TO FORM

 8/23/04
Deputy City Attorney Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " HOURLY RATE SCHEDULE

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 PURPOSE

1.1.1 The services covered by this agreement are for the purpose of administering the Construction Contract for the Project per Section 01300 of the Construction Contract Project Manual, throughout the construction of the Project.

1.1.2 The Scope of Service set forth in this Exhibit and the compensation to the Construction Manager for said Scope of Services is based upon the Construction Manager and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the Construction Manager. If increased scope or workload is encountered, the Construction Manager shall notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.3 GENERAL REQUIREMENTS

1.3.1 The Construction Manager's work shall, to the extent possible, be prepared using Expedition software by Primavera, same version as the City is currently using. Where Expedition capabilities are limited, provide documents in the following software formats: AutoCAD 2000, Microsoft Office 2000 and Microsoft Project 2000.

1.3.2 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the sender. The Construction Manager shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Construction Manager shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.3 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.4 No disclaimers are allowed on any document submittals.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Construction Manager to allow the Construction Manager to complete their work.

2.2 The City shall provide the Construction Manager with:

2.2.1 Any other information required to complete the work, as available, which is not in the Construction Manager's Scope of Services.

2.2.2 The full use of any on site facilities that the Contractor is obligated to provide for the City's use, including a conditioned and furnished field office with phone, fax, desk, table, storage cabinet, plan rack, filing cabinet, bookshelves, chairs, tackboard, wastebasket, parking space(s), access to sanitary facilities and drinking fountain, if so indicated in the Contract Documents for the Project. It is the Construction Manager's duty to review the documents for such information and to determine and include in the total Fee, any field office requirements that the Contractor is not providing.

2.2.3 Access arrangements for the Construction Manager to enter upon public and private property as required to perform their services.

2.2.4 A management team to review submittals, and to work with the Construction Manager to achieve an acceptable, cost effective Project.

ARTICLE 3: THE CONSTRUCTION MANAGER'S RESPONSIBILITIES

3.1 The Construction Manager shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Pre-Construction Services

3.1.2 Construction Management and Contract Administration

3.1.3 Project Close-Out

3.1.4 Table of Responsibilities

3.2 PRE-CONSTRUCTION SERVICES

3.2.1 **Plan and Specification Review.** The Construction Manager shall:

3.2.1.1 Perform a review of the Plans and Specifications.

3.2.1.2 Perform a follow-up review of the geotechnical report.

3.2.1.3 Review the Contractor's Dust Permit for Construction Contract compliance.

3.2.1.4 Review the Contractor's Dust Mitigation Plan for Construction Contract compliance.

3.2.1.5 Review the Contractor's Storm Water Permit for Construction Contract compliance.

3.2.1.6 Forward any comments to the City Project Manager.

3.2.2 **Pre-Construction Meetings.** The Construction Manager shall:

3.2.2.1 Participate in partnering sessions if requested by the City.

3.2.2.2 Organize and hold the pre-construction conference in accordance with Section 01300 of the Construction Contract Project Manual.

3.2.2.3 Be responsible for taking and issuing the Pre-Construction Meeting Minutes to the City Project Manager and Contractor.

3.2.2.4 Be responsible for making any adjustments to the Meeting Minutes as may be deemed reasonable.

3.2.2.5 Organize and hold a Site Mobilization Meeting in accordance with Section 01300 of the Construction Contract Project Manual.

3.2.2.6 Be responsible for the taking of and issuance of any Site Mobilization Meeting Minutes, if necessary.

3.2.2.7 Generate all Meeting Minutes in Expedition and forward to the Contractor, City Project Manager and Architect for review and record.

3.2.3 **Pre-Construction Schedules.** The Construction Manager shall:

3.2.3.1 Receive from the Contractor, all Schedules including Schedule of Values.

3.2.3.2 Review and provide to the City Project Manager and the Architect comments and recommendations on the Contractor's Preliminary Guaranteed Progress Schedule in accordance with Section 01330 of the Construction Contract Project Manual.

3.2.3.3 Review any revision to the Preliminary Progress Schedule in accordance with Section 01330 of the Construction Contract Project Manual and forward all comments and recommendations to the City Project Manager and the Architect for review.

3.2.3.4 Review and comment on the Contractor's Post Construction Contract Award Schedule of Values in accordance with Section 01200 of the Construction Contract Project Manual. The Construction Manager will forward all comments and recommendations to the City Project Manager and the Architect for review.

3.2.4 **Pre-Construction Condition Photos.** The Construction Manager shall:

3.2.4.1 Coordinate and execute the photographing of the existing Project conditions prior to the commencement of construction.

3.2.4.2 Develop a pre-construction photo log with related comments and shall provide a copy to the City Project Manager.

3.2.4.3 Along with the "Existing Condition" Photo Log, the Construction Manager shall provide a detailed condition summary for review by the City Project Manager and the Architect.

3.3 CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION

3.3.1 **General.** Provide full service Construction Contract Administration during the construction phase of the Project. The Construction Manager shall provide staff and documentation to ensure compliance with the Contract Documents.

3.3.2 **Project Field Office.** The Construction Manager shall:

3.3.1.2 Develop and issue a list of telephone numbers, including emergency numbers for use by the City Project Manager, Construction Manager and Contractor personnel.

3.3.1.3 Ensure public information is provided in the field office as required by law and the City.

3.3.1.4 Except as specifically provided by the City or Contractor (reference City's Responsibilities in Exhibit "A"), provide a complete and ready to use conditioned and furnished field office including:

3.3.1.4.1 An on site computer system and printer to manage the Project, which may be of a portable design and removed when the Construction Manager is not on site.

3.3.1.4.2 A suitable copy machine and fax machine with dedicated phone line.

3.3.1.4.3 A field office phone and cell phone.

3.3.1.4.4 Furniture including a plan table and file cabinet.

3.3.1.5 Make the Construction Manager's field office available for use by the City's personnel, special inspectors, testing consultants, and other consultants when they are providing services on site. Provide a chair and writing surface for such use by others when needed, which may be the Construction Manager's desk or table. A separate dedicated desk or work area is not required.

3.3.2 Photographs. The Construction Manager shall:

3.3.2.1 Be responsible for thoroughly photographing the progress of construction throughout the duration of the Project. Photos will be taken daily, each business day, to show both activity and the lack of activity. This includes but is not limited to providing the City a monthly progress summary showing a pictorial representation of work completed during each month. All photos will be taken with either a 35 mm camera or a digital camera (not a mixture of both formats) showing the picture's date imprinted on the face of each photo and a written description of location taken, work shown or lack of work shown, problem or defect demonstrated, or other purpose of the photo.

3.3.3 Daily Reports (Contractor & Construction Manager). The Construction Manager shall:

3.3.3.1 Be responsible for producing, in Expedition and separate from the Contractor, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.

3.3.3.2 Ensure that the Contractor develops its own daily report and will obtain such reports for the Construction Manager field office and City record daily.

3.3.3.3 Ensure that the Construction Manager's and Contractor's daily reports include all of the items required in the Contract Documents, including: the weather conditions, name of contractors on site and number of workers for each, deliveries, equipment, accidents and safety issues, inspections and tests conducted, construction activities, and work completed. The Construction Manager shall immediately notify the City of any safety concerns.

3.3.3.4 When Construction Manager determines that any of the Contractor's daily reports are inaccurate, incomplete or contain potential claim information, the Construction Manager will generate a response, in Expedition, detailing any concerns and requested changes and will forward these documents to the City Project Manager for review and approval.

3.3.4 Payment Application (Review & Approval). The Construction Manager shall:

3.3.4.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.

3.3.4.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.

3.3.4.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Project Manager providing written response as to why in accordance with the NRS. The City Project Manager will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.

3.3.5 Prevailing Wage Records. The Construction Manager shall:

3.3.5.1 Forward all prevailing wage records to the City for review, approval and record. The Construction Manager will maintain an additional file of the Contractor's prevailing wage records for each progress payment application.

3.3.5.2 Notify the City Project Manager of any reported prevailing wage violations.

3.3.6 Project Construction Schedules (Weekly, Monthly & Revisions). The Construction Manager shall:

3.3.6.1 In accordance with Section 01330 of the Construction Contract Project Manual, ensure that the Contractor develops and submits schedules for each progress meeting whenever any of the conditions referenced are encountered.

3.3.6.2 Thoroughly review the Contractor's Baseline Schedule to ensure that such schedule complies with the Construction Contract requirements. Furthermore, the Construction Manager shall utilize its Construction and Claims experience to ensure that the Contractor's Baseline Schedule adequately depicts all of the significant work activities with reasonable timelines.

3.3.6.3 Review all monthly progress schedules for Construction Contract compliance. In addition, the Construction Manager will thoroughly review each progress schedule to ensure that all changes are represented reasonably.

3.3.6.4 Generate a response, which either approves or rejects the Contractor's monthly progress schedules and provide written explanation to the City Project Manager for review and approval.

3.3.6.5 Maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Project Manager each month.

3.3.7 Signatures. Under no circumstances shall the Construction Manager sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Construction Manager's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed as received.

3.3.8 Substitutions. The Construction Manager shall:

3.3.8.1 Receive all requests for substitutions from the Contractor and review them for Construction Contract compliance, log them into Expedition, reject or forward them to the City Project Manager and Architect for review and approval.

3.3.8.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Construction Manager will forward a written notice of rejection to the City Project Manager for review and approval.

3.3.9 Shop Drawings/Submittals. The Construction Manager shall:

3.3.9.1 Prepare a Master List of all contractually required submittals and forward copies to the field office and City Project Manager and the Architect for record.

3.3.9.2 Receive all Submittals from the Contractor and review each for Construction Contract compliance. In the event the submittal is received in a manner contrary to the Construction Contract requirements, the Construction Manager will forward a notice of rejection to the Contractor, Architect and the City Project Manager for review and record.

3.3.9.3 Develop a Submittal Log in Expedition showing each submittal, the date received, date forwarded to the Architect, number of days with the Architect, date returned, Architect's response, and the date returned to Contractor.

3.3.9.4 All submittals that are received in accordance with the Construction Contract requirements will be logged into Expedition and forwarded to the Architect for review and approval or rejection.

3.3.9.5 Re-Submittals will be handled in the same manner as Submittals.

3.3.9.6 Forward all Submittals to the City Project Manager.

3.3.10 RFI'S. The Construction Manager shall:

3.3.10.1 Create and maintain in Expedition a Request For Information (RFI) Log.

3.3.10.2 Develop an RFI Log in Expedition that shows the date each RFI was received, the content of the RFI, the date forwarded to the Architect and City Project Manager, the date returned, the number of days with the Architect, and the response and the date returned to the Contractor.

3.3.10.3 Receive all RFIs from the Contractor and log them into Expedition and coordinate the reply for each.

3.3.10.4 Answer RFIs that can easily be answered without a constructive change to the Construction Contract and forwarded to the City Project Manager for review and approval.

3.3.10.5 Immediately notify the City Project Manager whenever the Construction Manager determines that an RFI is frivolous and unwarranted.

3.3.10.6 Forward all RFIs to the City Project Manager for review and response.

3.3.10.7 All responses to RFIs will be routed through the Construction Manager who will log them into Expedition.

3.3.11 Change Orders. The Construction Manager shall:

3.3.11.1 Create a Change Order Request (COR) log in Expedition.

3.3.11.2 Receive and log all Contractor submitted CORs accordingly.

3.3.11.3 Review all CORs and forward them to the City Project Manager and Architect. The Construction Manager will generate a summary of the events/circumstances surrounding the COR that includes the Construction Manager's recommendation regarding each matter.

3.3.11.4 Assist in the negotiations of all Change Order pricing.

3.3.11.5 Draft rejections of CORs as deemed appropriate and forward them to the City Project Manager for review and approval.

3.3.11.6 In the event a change is required but pricing is unable to be mutually agreed upon, the Construction Manager will draft a Construction Contract Change Directive to the Contractor and will forward copies to the City Project Manager and Architect for review and approval.

3.3.11.7 Coordinate and seek the signatures for approval from the City Project Manager, Architect and Contractor for all change orders that have obtained a mutually agreed upon price.

3.3.12 Field Directives. The Construction Manager shall:

3.3.12.1 Issue Field Directives for emergencies and items that require immediate response.

3.3.13 Coordinate Project Progress Meetings/Participate in Partnering Meetings. The Construction Manager shall:

3.3.13.1 Coordinate and execute all progress meetings in accordance with Section 01300.

3.3.13.2 Take and draft all Progress Meeting Minutes and distribute copies to the City Project Manager, Architect and Contractor for review and approval.

3.3.13.3 Make any reasonable and merited adjustments to the meeting minutes when requested by the Contractor and Architect within the time specified.

3.3.13.4 Participate in any partnering meetings and draft minutes from such with copies forwarded to the City Project Manager for review and approval.

3.3.14 Notices of Non Compliance. The Construction Manager shall:

3.3.14.1 Issue Notices of Non-Compliance for any work activity that is not in compliance with the Contract Documents and forward copies to the City Project Manager and Architect.

3.3.15 Notices of Potential Claim. The Construction Manager shall:

3.3.15.1 Forward any and all Notices of Potential Claim to the City Project Manager and Architect for review and record.

3.3.15.2 Develop a summary of events and submit it with the Notices of Potential Claim.

3.3.15.3 Draft a response to any Notices of Potential Claim and forward to the City Project Manager for review and approval.

3.3.16 Quality Control – (Inspections & Material Testing contracted and paid by the City). The Construction Manager shall:

3.3.16.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on site quality inspections, special inspections, and material testing services provided by the City's consultants.

3.3.16.2 Review and respond to all inspections and test results with the Contractor and forward copies of each to the City Project Manager and Architect for review and approval.

3.3.16.3 Have a representative on-site at all times during construction to ensure that all construction activities are performed in accordance with the Contract Documents.

3.3.17 Public Information. The Construction Manager shall:

3.3.17.1 Refer all public inquiries to the City Project Manager.

3.3.18 Project Documentation Control. The Construction Manager shall:

3.3.18.1 Develop a system in Expedition for logging all correspondence received and generated.

3.3.18.2 Maintain a complete set of as-built drawings for the Project, independent of the Contractor's as-built drawing set.

3.3.19 Reporting. The Construction Manager shall:

3.3.19.1 Prepare a monthly progress and summary report and submit it to the City with the monthly payment request. Reference Exhibit "B".

3.3.19.2 Phone the City Project Manager each day activity is occurring on site or outstanding issues remain unresolved, to update the City on the Project status.

3.3.20 Traffic Control. The Construction Manager shall:

3.3.20.1 Monitor and respond to all traffic control issues.

3.3.20.2 Review any traffic control plans submitted by the Contractor and forward them to the City with recommendations.

3.3.21 Punchlists and Substantial Completion. The Construction Manager shall:

3.3.21.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Construction Manager will coordinate and participate in the walk through with the City Project Manager, Architect and Contractor.

3.3.21.2 Collect from the Contractor and forward the Certificate of Occupancy to the City Project Manager and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.

3.3.21.3 Develop in Expedition a punchlist generated from the walk through and forward it to the City Project Manager and Architect for review and approval prior to forwarding to the Contractor.

3.3.21.4 Upon a finding by the City Project Manager that the Project is Substantially Complete, the Construction Manager will prepare in Expedition and issue a Certificate of Substantial Completion for signature by the City Project Manager and Architect. Copies will be forwarded to the City Project Manager and Architect for record.

3.3.21.5 Observe and verify that all punchlist items are completed in accordance with the Construction Contract requirements.

3.3.21.6 Upon proper completion of the punchlist items, the Construction Manager will assist in ensuring that the City Project Manager is properly and promptly notified to allow for Contractor payment.

3.3.21.7 If requested by the City Project Manager, assist the building occupants in coordinating their move in, Project re-keying, utility services and building system maintenance contracts.

3.4 PROJECT CLOSEOUT

3.4.1 General. Provide a complete record of Project documentation to the City Project Manager for Project closeout.

3.4.1 Final Quantities and Payment. The Construction Manager shall:

3.4.1.1 Determine the final quantities for unit price items and forward a summary to the City Project Manager and Architect for review and record.

3.4.1.2 To facilitate Final Payment to the Contractor, the Construction Manager will collect the required affidavits and related documents and will issue them to the City Project Manager.

3.4.1.3 Obtain the Final Payment approval from the City Project Manager.

3.4.2 Equipment Verification. The Construction Manager shall:

3.4.2.1 Upon completion of the Project, the Construction Manager will ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Construction Contract requirements.

3.4.2.2 Ensure that all related equipment manuals are accounted for and delivered to the City Project Manager.

3.4.2.3 Verify that all spare parts and materials are provided and/or accounted for in accordance with the Construction Contract requirements.

3.4.3 Final Report and Delivery of Project Documentation. The Construction Manager shall:

3.4.3.1 Prepare a final Project report and forward to the City Project Manager.

3.4.3.2 Place and label Project files in containers and deliver to the City Project Manager.

3.4.1.1 Provide the City Project Manager with a complete and final as-built set of drawings.

3.5 TABLE OF RESPONSIBILITIES

3.5.1 The following Table of Responsibilities further describes the Construction Manager's responsibilities, duties, and services as well as the general process in regard to his relationship to the City and other third parties working on the Project, and is hereby made a part of this Exhibit.

3.5.2 The Table is subject to change at the City's discretion. If such change is merely an increase or decrease in the level of responsibility of the listed tasks, the total Fee shall not be adjusted for such change.

END OF EXHIBIT "A", TABLE OF RESPONSIBILITIES ON NEXT PAGE

Table of Responsibilities (USING an outside Construction Manager)

07/15/03

- 1 = Principal Responsibility [(1) desired but not essential]
 2 = Participatory Responsibility
 3 = Observation
 n = No Participation

This is not a complete list of responsibilities.

	OAS Project Manager	Construction Manager	Architect/Prime Consultant	General Contractor
CONSTRUCTION PHASE				
Pre-Construction Conditions Photos	2	1	3	1
Progress Photos, daily regardless of activity	2	1	3	1
Ceremonial Event Photos & Attendance	1	2	n	n
Daily Reports, fill out in Expedition (separate from the Contractor's)	3	1	n	n
Daily Reports, collect and review contractor's reports	2	1	n	2
Schedule of Values, review initial submittal	1	1	3	2
Payment Applications, review & approve	1	1	3	2
Payment Applications, write to contractor for pmt withholding per NRS	2	1	3	2
Prevailing Wage, collect and maintain wage records from contractor	2	1	n	2
Prevailing Wage, investigate violations (Purchasing Dept. has primary responsibility)	2	2	n	2
Construction Schedules, review Initial, monthly, & corrective submittals	1	1	3	2
Construction Schedules, send scheduling correction letters	2	1	3	n
Substitution Requests, log (Expedition), send "too-late" reject notices	2	1	2	n
Substitution Requests, review & approve	1	2	1	n
Shop Drawings & Submittals, prepare master list for project	3	1	3	1
Shop Drawings & Submittals, log (Expedition), verify specs, reject or forward to Architect	3	1	2	2
Shop Drawings & Submittals, review & stamp	2	2	1	n
Shop Drawings & Submittals, route for Project Manager's approval to issue to Proj Rep for Contractor	2	1	2	2
RFI, log and coordinate reply (Expedition)	2	1	2	3
RFI, authority to reply to the contractor	1	2	2	3
RFI, Interpret Drawings & Specs	2	2	1	3
Change Order Requests, log (Expedition)	2	1	3	2
Change Order Requests, review & negotiate	1	1	1	2
Change Orders, prepare	2	1	3	n
Change Orders, required approval signatures	1	2	1	1
Pre-Con Meeting, conduct	1	1	2	2
Progress Meetings, conduct	2	1	2	2
Progress Meeting Minutes, type & distribute (support by Gell as available)	3	1	3	3
Notice of Non-compliance, issue	2	1	2	3
Notice of Potential Claims, respond to	2	1	2	3
Inspect for Code Compliance (Bldg Dept. has prime responsibility)	3	3	2	2
Review Construction for compliance to Drawings & Specs	2	1	2	2
As-Built Drawing Set, maintain	2	2	2	1
As-Built Drawing Set, review and verify that contractor is maintaining	2	1	2	n
Coord Special Inspections & Material Testing	3	2	n	1
Review and comment on testing reports	2	1	1	3
Punch List, conduct walk-thru	1	1	1	1
Punch List, type & distribute	2	1	2	2
Punch List, verify compliance	2	1	2	2
Notify & Coordinate Owner Move-in	1	3	n	2
Certificate of Occupancy, collect, copy, file, deliver	3	1	n	1
Certificate of Substantial Completion, prepare & issue (Expedition)	2	1	n	n
Certificate of Substantial Completion, sign	1	2	(1)	3
PROJECT CLOSE-OUT				
(Notice of Completion, prepare & sign) NOT CURRENTLY USED	4	2	n	3
Collect & Distribute Manuals & Warranties	2	1	n	2
Demonstrate Equipment Operation	3	1	(1)	1
Spare Parts & Materials, verify provided	3	1	n	2
As-Built Drawings, review prior to forwarding to consultant for drafting	1	2	2	2
Project Record Docs (as-builts, submittals), log, record, transmit	3	1	2	2
Project Record Docs received from CM, verify scanning, archive	1	2	n	n
Final Payment, collect affidavits & documents	2	1	n	3
Final Payment, approve	1	2	n	n
Close-Out Checklist and Turnover Memo	1	2	n	n
Warranty Calls, handle	1	n	3	2

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 The Construction Manager shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional Construction Manager submittals and requirements, and documents to be forwarded from the Contractor.

ARTICLE 2: CONSTRUCTION PHASE – MONTHLY INVOICES

2.1 Together with the Construction Manager's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

2.1.1 A monthly progress and summary report.

2.1.2 The Construction Manager's Daily Reports, with original signature of the Construction Manager.

2.1.3 The Construction Manager's daily photographs, labeled and dated.

2.1.4 Current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project electronic file format.

2.1.5 Electronic copy of the Expedition database containing all Project documents generated to date.

ARTICLE 3: CLOSE-OUT PHASE – FINAL PAYMENT

3.1 Together with the Construction Manager's invoice for final payment, or upon termination of this Agreement for any reason, provide:

3.1.1 A final Project summary report.

3.1.2 All original documents including photographs and negatives, or printed copies and electronic files if digital, relating to the Project produced during the term of this Agreement. Provide electronic files of all documents that are electronically produced or stored. Organize and label all documents in containers.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: GENERAL

1.1 The time schedule for performance of the Construction Manager's work begins with the date of this Agreement and runs the length of time that the Contractor has by Construction Contract to reach Substantial Completion plus a reasonable time after that for punch list and document close-out of the Project.

1.2 The current estimated construction cost of this Project is \$10,663,000.00.

ARTICLE 2: LATE COMPLETION

2.1 The Construction Manager's total Fee for the Scope of Services is based on:

2.2 An anticipated start date is September 22, 2004 and conclude twelve months thereafter

2.3 If any of the proceeding completion schedules are exceeded, the Construction Manager shall be compensated for any additional costs required due to the delay as an Additional Service, which shall be agreed to in writing prior to rendering the Additional Services.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

MONTH	FEE
12 Months	\$15,410.00
TOTAL	\$184,912.00

ARTICLE 1: INVOICING

- 1.1** Invoices shall be submitted monthly and reflect the monthly rates shown above.
- 1.2** None of these monthly invoices shall affect the prompt payment for authorized Additional Services and Reimbursable Expenses as completed, except that retainage shall also be held on any Additional Services.

ARTICLE 2: ON-SITE HOURS

2.1 Construction through Substantial Completion Phase

2.1.1 The Construction Manager on-site hours shall average forty (40) hours per week and the Administrative Assistant hours shall average twenty (20) hours per week over the construction term, from Contractor's initial on-site staging through Substantial Completion. The Construction Manager shall determine how and when to expend the combined average eighty (80) hours per week over the construction term.

2.1.2 The Construction Manager shall utilize all reasonable means in timely completing the required Scope of Services (Exhibit "A"). The parties to this Agreement understand that there may be periods during the term of this Agreement when the workload can not be reasonably or properly handled by the Construction Manager within the hours and personnel shown herein. If this should occur, the Construction Manager shall immediately notify the City Project Manager of the situation.

2.2 Project Close-Out Phase

2.2.1 The Project Close Out Fee shown above is based on 30 days at full-time staffing and 30 days at part-time staffing of both the Construction Manager and Administrative Assistant, to be billed monthly basis. This Fee is a Not To Exceed amount. In the event the Close Out hours required justifiably exceeds the Not To Exceed Fee, after written approval from the City, the Fee may be adjusted based on Additional Services as set forth in Exhibit "E".

2.2.2 After Substantial Completion, the Construction Manager shall expend sufficient on-site hours to fulfill the obligations of the Agreement subject to the limitations in hours and the Not to Exceed Close Out Fee shown above.

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

ARTICLE 1: CONSTRUCTION MANAGER'S HOURLY RATES

- 1.1 The following hourly rates are to be used as the basis for negotiation of Additional Services as required, except that if the Additional Services are due to an extension of the construction schedule, the monthly rates shown on Exhibit "D" shall be the rate basis rather than the hourly rates shown here. Rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal	\$00.00
Project Manager	\$00.00
Administrative Assistant	\$00.00
Weekly Rate	\$00.00

ARTICLE 2: ADDITIONAL SERVICES

- 2.1 No Additional Services are authorized or anticipated as of the date of this Agreement. Should the following events occur and be authorized in writing, the Additional Services will be based on the following rates:

2.1.1 Extension of time to the Construction Contract beyond that indicated in Exhibit "C" (Performance Schedule), shall be based on the weekly rate.

2.1.2 Additional Services not related to an extension of time but rather to a change in scope of services shall be based on hourly rates of the individuals.

ARTICLE 3: REIMBURSABLE EXPENSES

- 3.1 None authorized or anticipated as of the date of this Agreement. Should any Reimbursable Expenses be authorized, they shall be billed at actual cost without overhead multiplier. Should the following expenses be authorized in writing, they will be considered a Reimbursable Expense:

3.1.1 Except as otherwise provided for in this Agreement: reproduction costs beyond normal office paperwork and submittals required in Exhibit "B", travel costs outside the greater Las Vegas Area, and additional insurance premiums.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Samuel D. Tolman

PROJECT REPRESENTATIVE: Glenn Rinehimer and Carson West

CONSTRUCTION MANAGER'S PROJECT STAFF

The following personnel will be assigned by to work on the Project. Any changes require City approval.

ON-SITE PROJECT REPRESENTATIVE: Timothy J. Blond

CONSTRUCTION MANAGER: To be determined

END OF EXHIBIT "F"

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>	
<u>Address</u>	
<u>Telephone</u>	
<u>EIN or DUNS</u>	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	
Fire Station 8 and Freedom Park pool	
<u>RFP #:</u>	

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.	<i>Principal</i> <i>Timothy J. BLOND</i>	<i>1504 W. Willowbark</i> <i>LV NV 89117</i>	<i>702-2540626</i>
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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



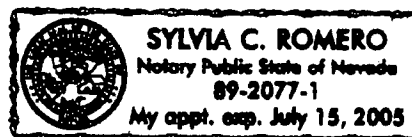
 Name

 9.1.4
 Date

Subscribed and sworn to before me this 1st day of

September, 2004.


 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of an Interlocal Agreement with the Las Vegas Valley Water District for water service at Mirabelli Community Center located at 6200 Hargrove Avenue (\$1,896 - Capital Improvement Projects Fund) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$1,896

☒

Budget Funds Available

Dept./Division: Public Works/Eng. Integration

☐

Augmentation Required

Funding Source: CIP Fund

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before the Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed and the required fees paid.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Interlocal Agreement No. 110388
2. Submitted after Final Agenda - Comment letter from Charleston Neighborhood Preservation

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
MIRABELLI COMMUNITY CENTER**

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the state of Nevada, hereinafter called "DISTRICT".

RECITALS

WHEREAS, the DISTRICT is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the CITY is engaged in the redevelopment of real property for a community center, generally located on the Hargrove Avenue, north of Elton Avenue, and further referenced as Clark County Assessor's Parcel Number 138-35-501-011; and

WHEREAS, the DISTRICT is willing to continue to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water facilities for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the water main(s), fire hydrants and laterals, service connections, backflow prevention assemblies, and appurtenances, from the main to the point where the water being delivered leaves the piping owned by the DISTRICT, hereinafter called "WATER FACILITIES," shown on that certain plan or plans entitled:

**MIRABELLI COMMUNITY CENTER
Utility Plan**

- B. That said WATER FACILITIES shall be constructed in the locations shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- C. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- D. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph A above.
- E. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

- F. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- G. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- H. That all WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event any WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT's requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT's Service Rules.
- I. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements to be not less than twenty (20) feet in width and perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.
- J. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- K. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- L. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- M. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- N. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- O. The DISTRICT, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the DISTRICT, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to thereafter operate and maintain WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That all WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the DISTRICT.
- B. That construction water shall only be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.
- C. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- D. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the DISTRICT, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- E. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgments, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- F. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- G. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- H. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.
- I. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

- J. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 15
day of September, 2004.

APPROVED:

Robert S. Glavin 8-31-04

City Attorney

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

CITY OF LAS VEGAS

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

ATTEST:

Patricia Mulroy
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

LAS VEGAS VALLEY WATER DISTRICT

BY: Myrna Williams
MYRNA WILLIAMS, President
Board of Directors



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

PHONE/FAX: (702) 877-2438

Protest

14 September 2004

to: CLV Mayor GOODMAN and Councilpersons BROWN, MACK, MONCRIEF,
REESE, WEEKLY and WOLFSON

Please consider the following concerns and address them regarding the several agenda items. We will be observing.

██████████ Councilpersons Moncrief and Weekly, Charleston Neighborhood Preservation, eagerly awaits any Pioneer Trails action.

#50 & #51—Action at Mirabelli also eagerly welcomed.

#65—Councilman Wolfson, this "real world" change is welcomed.

#66—The DEVELOPMENT of the project and housing must incorporate the requests of the HOA people in the abutting area such as trees for screening for visual and noise abatement also, traffic control.

#83—No for this business at this location. Congestion here does not accommodate for customers of such business.

#87—Well, if Mayor & Council are happy, in this instance, Charleston Neighborhood Preservation will try to be happy.

#88—Yes, to CLV being the controlling entity. NO, to all Directors being appointed by any one person!

#95—NO, NO, NO. Residents are at this time, unable to vote for PLANNING commissioners, therefore, under no circumstances can you allow their vote to become the law of the land. Such a proposal is shocking in an American city government. If State law does suggest such action, such action must be removed. Mr. Genzer, we request an appointment with you to discuss this at your earliest convenience.

#104—Staff has made the best decision here. Preventing public access to streets paid for by them (us) leads to no favorable circumstances. We think that a granted "variance" has led to these subsequent requests. Closing Alta between Decatur and Buffalo would certainly quiet our neighborhood.

#107—You should go with denial. The parade of electeds to the stand during Plan. Commission do not even represent the area.

#129, 130, 131—We welcome Albertson's to this area.

MEMBERS

Vicki Arnold - Janita Clark - Miriam Ean - Marcus Gobel - Rose Homath - June Ingram - Rick Johnson
Gene & Pearl Leonardo - Sherry Mason - Dorothy Orr - Barbara Roth - Layne Rutherford - Pamela Stange, Mrs. Others

Submitted after final agenda

Date 9/15/04 Item #50

RECEIVED
CITY CLERK

2004 SEP 15 A 10:3

Support

see p2 - 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Designated Services Agreement with Terracon Consultants Inc., for material testing and special inspection services of Mirabelli Community Center Demo and Rebuild located at Elton Avenue and Hargrove Avenue (\$36,742 - Capital Improvement Projects Fund) - Ward 1 (Moncrief)

Fiscal Impact

☐

No Impact

Amount: \$36,742

☒

Budget Funds Available

Dept./Division: Public Works/Eng. Integration

☐

Augmentation Required

Funding Source: CIP Fund

PURPOSE/BACKGROUND:

To provide construction material testing and special inspection services during the construction of a proposed 32,000 square foot community center.

RECOMMENDATION:

That the City Council approve the negotiated Designated Service Agreement with Terracon Consultants Inc., for Construction Material Testing and Special Inspection Services for Mirabelli Community Center in the amount of \$36,742 and approve an Additional Services contingency reserve of \$5,000.

BACKUP DOCUMENTATION:

1. Designated Services Agreement
2. Submitted after Final Agenda - Comment letter from Charleston Neighborhood Preservation

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

**DESIGNATED SERVICES AGREEMENT
FOR
SPECIAL INSPECTION MATERIAL TESTING**

THIS AGREEMENT is made and entered into this 15 day of September, 2007, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and **TERRACON CONSULTANTS, INC.**, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the **MIRABELLI COMMUNITY CENTER DEMO AND REBUILD** (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing **SPECIAL INSPECTION MATERIAL TESTING** hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed pursuant to Chapter 623, 623A, or 625 as required for the services to be provided, of the Nevada Revised Statutes within the State of Nevada, and posses the special knowledge, skills and expertise 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 Description of Consultant's Services. The Consultant hereby agrees to provide **SPECIAL INSPECTION MATERIAL TESTING** set forth in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals) attached hereto.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted standards in the profession for **SPECIAL INSPECTION MATERIAL TESTING**

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 Designation of Consultant's Representative. The Consultant's Representative is hereby designated as **C. JOHN STARK**, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in Exhibit "F" (Key Personnel List) provided that such associates and employees perform under the personal supervision of the Consultant's Representative. 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 the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

2.01 City Representative. The Director of Public Works or his authorized representative is hereby designated **PATRICK BATTE** 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 Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports 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. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

3.01 Requested Changes. The City may at any time, by written order, make changes 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 in the cost or time required for the Consultant 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. If final payment is made to the Consultant, the Consultant waives 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 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 in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE SUBCONSULTANT AGREEMENT

5.01 Subconsultant Provisions. In the event that the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

(i). The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for said subconsultant 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 subconsultant shall have no more rights against the City than that of the Consultant.

(iii). The subconsultant 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.

(iv). Unless otherwise approved in writing by the City's Representative, the subconsultant shall 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 this Agreement.

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City (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, the City agrees to set aside sufficient funds to compensate the Consultant for Basic Services.

7.02 Compensation: Basic Services. For the services set forth in **Exhibit "A"**, the City shall compensate the Consultant a fixed Fee in the amount as set forth in **Exhibit "D"** (Fee Breakdown), which shall be paid pursuant to monthly invoices.

7.03 Compensation: Additional Services. For any services not set forth in **Exhibit "A"** (Scope of Services), the City shall pay to the Consultant a sum based upon either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in **Exhibit "E"** (Hourly Rate Schedule), provided prior approval for such services is given in writing by the City's Representative.

7.04 Invoice. The Consultant may invoice for approved and completed work on a monthly basis. The City Representative will notify the Consultant of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Representative, within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice, within a period of (60) days. If the payment period exceeds sixty, (60) days, the Consultant will contact the City Representative to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The Consultant may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the Consultant.

7.05 Retainage. Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retainage may be increased as provided in Section 8.02 of this Agreement.

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

7.07 Final Payment and Release of Retainage. Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

SECTION EIGHT PERFORMANCE SCHEDULE

8.01 Performance Schedule. The Consultant shall perform and complete the services required hereunder according to the schedule ("Performance Schedule") set forth in **Exhibit "C"**. The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact City's Representative while onsite. If the performance of services is delayed or submittals are not delivered in the time period as outlined in **Exhibit "C"**, the Consultant shall notify the City's Representative in writing of the reasons for the delay.

8.02 Increase in Retainage. If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the Consultant has complied with the Performance Schedule or presented an acceptable plan for such compliance.

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. 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 for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

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 three (3) business 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.* The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the City either (i) faxes a copy of the notice to the Consultant to the fax number provided in the Section entitled "Notice" of the Agreement, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. 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 *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 should 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, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, 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, finish this Agreement by such means as the City may see fit, deduct from any balance due the Consultant the reasonable and necessary cost of finishing the work if the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by 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 costs and expenses of completing this Agreement of the Consultant shall be computed and audited by the City's designated Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay all 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.*

A. The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the

documents prepared as instruments of service are the property of the City except as prohibited by law and the City shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. In the event of the completion or termination of this Agreement, the City reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the City's sole risk.

B. The City retains contractual rights to all design concepts developed by the Consultant.

C. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

10.05 Insurance. The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. **Workmen's Compensation Insurance.** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. **Comprehensive General Liability Insurance.** Such insurance shall protect 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 Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. **Professional Liability Insurance (Errors and Omissions Coverage).** Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, 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.

D. **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 with respect to its Comprehensive General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. To provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. **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 \$200,000 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.

F. **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 that coverage is "claims made" 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 and employees, harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the City, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions 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 City, its officers and employees, 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, any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the City. If the Consultant shall fail to do so, the City 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 able to furnish the plant, tools, materials, supplies, equipment and labor, 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.

(iii). That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement.

(iv). That the Consultant 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"** (Disclosure of Ownership/Principals) 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 fifteen (15) days of such change.

10.10 Consultant's Employees. The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement 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 each Project, the Consultant 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 (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO CITY:

Patrick Batte
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

TO CONSULTANT:

C. John Stark
TERRACON CONSULTANTS, INC.
4343 Polaris Avenue
Las Vegas, NV, 89103

Phone: (702) 597-9393 Fax: (702) 597-9009

10.19 Prohibition Against Contingent Fees. The Consultant 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 furnished 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 the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be 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 hereunder, the Consultant shall proceed diligently with the performance of 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 shall

constitute 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, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. 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 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. None of the time provisions imposed under Subsection C and D 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 for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other 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 from subsequently arbitrating that particular claim, dispute or other matter.

E. Arbitration of Claim. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, 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, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

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 and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the Nevada Arbitration Association or the American Arbitration Association or as agreed by the parties. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

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.

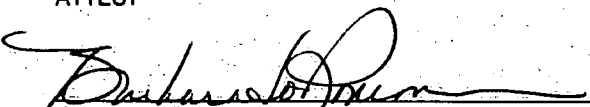
10.24 **Agreement Version.** This Agreement consists of the City's standard provisions updated as of January 12, 2001.

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

CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

ATTEST


Barbara Jo Ronemus, City Clerk

CONSULTANT

By 
Andrew Bowman P.E., Terracon Consultants, Inc.

APPROVED AS TO FORM

 8/19/04
Deputy City Attorney Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT “ A ” SCOPE OF SERVICES

EXHIBIT “ B ” REQUIRED SUBMITTALS

EXHIBIT “ C ” PERFORMANCE SCHEDULE

EXHIBIT “ D ” FEE BREAKDOWN

EXHIBIT “ E ” HOURLY RATE SCHEDULE

EXHIBIT “ F ” KEY PERSONNEL LIST

EXHIBIT “ G ” DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

GENERAL. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference herein, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement (except that under no circumstances shall the scope shall be limited to less than the requirements of the City of Las Vegas Department of Building and Safety), to avoid re-typing standard schedules of hourly rates for personnel, rates for material tests, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments are to be ignored in connection with this Agreement, even if such attachments are signed by the parties to this Agreement.

Testing and sampling operations shall be in accordance with recommended American Society for Testing Materials (ASTM) Standards and other standard testing methods and procedures, and as necessary to produce the information required for the reports. Report all laboratory determinations.

The Consultant, at no additional cost, shall properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges shall be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

REGULATORY AUTHORITIES. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

The Consultant acknowledges that they have thoroughly reviewed the scope of work of this Agreement with the City of Las Vegas Department of Building and Safety and all governmental regulatory authorities, have included all requirements of these authorities in the Fee shown in Exhibit "D", and hereby waives any right to claim additional compensation for any reason caused by these regulatory authorities.

CONTRACTOR. The Consultant does hereby acknowledge, understand and agree that the construction means, methods, and scheduling of the individual trades involved in the Project are under the control of the Contractor and not the City, and that the Consultant is required to coordinate with the Contractor in performance of this Agreement regardless of how the Contractor chooses to schedule the work, or what means and methods the Contractor chooses to utilize, and that the Consultant is experienced in the work of this Agreement and the type of construction shown in the Project documents, and that the Consultant has thoroughly reviewed all of the available documents for the Project, visited the site, and will perform the services of this Agreement without an increase in compensation from the City for any construction conflicts, problems or delays encountered in regard to the Contractor, subcontractors, workers, construction type, construction schedule, construction means and methods, site parking, site office, site utilities, and all other construction conditions that are under the control of the Contractor.

SPECIAL INSPECTION SCOPE OF WORK. The Consultant shall provide the complete scope of Special Inspection and testing services required by the City of Las Vegas Department of Building and Safety for the Project and any additional special inspection indicated in the Project drawings and specifications. The required scope of work, duties, responsibilities, and reporting submittals are contained in, but not limited to, the City of Las Vegas Department of Building and Safety Special Inspection Guidelines SI-1 form, the Special Inspection Agreement SI-3 form, the Scope of Work SI-6 form, the currently adopted version of

the amended building code, the building permit drawing set for the Project stamped and noted by the Building Department and reserved for the on-site use of the Special Inspector, as well as all qualifying documentation, agreements, and requirements set forth between the City of Las Vegas Department of Building and Safety and the Consultant, the Consultant's subconsultants, and the individual professionals representing the Consultant. The work of the special inspector includes the observation of all testing required by the Building Department for the Project.

The scope of work also includes all necessary work in providing the following reports, as required and acceptable to the appropriate City of Las Vegas regulatory authorities:

1. Final Grading Report(s), On and off site.
2. Pad Certification Report(s), and Pad Re-certification Report(s) as required.
3. R-Value Verification Report for off-site construction not required O.I.T. match existing.
4. Select Backfill Letter for off-site trenching backfill material.

The Consultant does represent that they are an Approved Special Inspection Agency as qualified by the City of Las Vegas Department of Building and Safety, and that they will remain so during the term of this Agreement. If the Consultant is removed from this qualified list, or otherwise limited in performing their duties and responsibilities under this Agreement, the Consultant does hereby agree to subcontract their responsibilities to a properly qualified consultant at no additional cost to the City. The City shall have the right to approve any such subconsultant prior to their use.

MATERIAL TESTING SCOPE OF WORK. In addition to the material testing included in the Special Inspection Scope of Work SI-6 form and as otherwise required by the City of Las Vegas Department of Building and Safety, the Consultant shall provide the following material testing for the Project, each of which is more fully described in the Project Documents:

1. See enclosed proposal listed herein.
2. O.I.T. (Offsite Inspection Testing-City of Las Vegas) to core parking lot for pavement thickness and verify offsite type II.

In addition to the material testing more fully described in the Project Documents, the Consultant shall also provide the following additional material testing:

1. Terracon to test type II for on site for on site asphalt, curbs, gutters, and sidewalks.
2. Terracon to test and verify on site trench backfill and compaction.
3. No R- value verification required for on site asphalt.
4. Testing as required (SIA) by SI-6 application #709784 for plan check #C-176-04 issued by the City of Las Vegas Department of Building and safety on 4-22-04.

CONSULTANT REPORTING.

In addition to the reports required by the material testing sections of the Project Documents and the daily, weekly, and final report requirements for Special Inspection requirements by the City of Las Vegas, Department of Building and Safety, the Consultant shall immediately report verbally and in writing to the City Representative any:

1. Testing or inspection that fails specifications or requirements (non-conforming items).
2. Missed testing or inspections, including periodic inspections when continuous was required.
3. Testing where there is a reasonable doubt that the future test results may not meet the specifications.
4. Construction that proceeds without the required testing or inspection.
5. Construction that proceeds after uncorrected failed test results or doubtful future results.

6. Construction that is not in compliance with the Project Documents.
7. Structural failure or collapse.
8. Disciplinary actions taken by the Building Department against the Consultant or Contractor.
9. Daily reports shall note the following minimum information for the City's use on each report:
 - a. Whether inspection was Continuous or Periodic.
 - b. Time Beginning Inspection.
 - c. Time Ending Inspection.
 - d. Total Hours spent inspecting for the day.
 - e. List of Non-conforming Items not yet corrected, inspected, and approved at the end of the day.

CONSULTANT LIMITATIONS.

The Consultant is NOT authorized to do any of the following:

1. To inspect or approve any work for which the building permit has not been issued;
2. To inspect or approve or otherwise authorize any work to commence before the Building Department has made the initial inspection;
3. To inspect or approve any work other than that for which they are specifically certified;
4. To accept alternative materials, structural changes, or revisions to plans without approval by the City and Building Department.
5. Any act or statement to the Contractor that leads the Contractor to claim a change in price or schedule.

RE-INSPECTION and RE-TESTING.

Re-inspection and re-testing services shall be considered Additional Services as provided for in this Agreement. The Additional Services requirement for pre-authorization in writing shall be waived for a re-inspection and re-testing if: 1) the re-inspection and re-testing is required by the Department of Building and Safety, and 2) it is not reasonable to require the pre-authorization without impacting the Project schedule, and 3) the Consultant provides itemized detailed records of the re-inspection and re-testing performed to the City and the Contractor within 24 hours of performing each service.

The Consultant agrees to cooperate with the Contractor in providing re-testing and re-inspection services as required by regulatory authorities and as requested by the Contractor, and to invoice the Contractor directly for such services no less frequently than monthly and at the same rates and conditions as the terms of this Agreement. Prior to providing each re-inspection and re-testing service, the Contractor shall sign a Consultant prepared notice stating that the re-inspection and re-testing is being performed at the request of the Contractor. If the Contractor refuses to sign any such notice or notes a disagreement on the notice along with the signature, the Consultant shall continue providing services as required by the "Continued Service" provisions of Exhibit "E", although the City shall not be obligated to compensate the Consultant for such services if the re-inspection and re-testing service claim is invalid as defined herein.

The Consultant shall timely notify the City in writing should the Contractor fail to compensate the Consultant for any re-inspection and re-testing services, so that the City can make a good faith effort to withhold such compensation from the Contractor and reimburse the Consultant. Should the Consultant fail to provide such notification of non-payment to the City the earlier of: 1) 60 days after providing the service, or 2) 30 days after Substantial Completion of the Project excepting those services performed after Substantial Completion, the claim for such service shall be invalid and no compensation shall be paid to the Consultant.

Re-inspection and re-testing claims shall also be invalid and no compensation shall be paid to the Consultant if one or more of the following events occur: 1) the Consultant fails to note the circumstances and reasons for each failure to obtain the Contractor's signature on the notice requesting service in their itemized detailed records of the re-inspection and re-testing, or 2) the Consultant fails to provide records on a daily "as performed" basis or in sufficient detail to evaluate the claim, or 3) the need for such service is caused in whole or part by the actions or inactions of the Consultant, or the Consultant's failure to fulfill their duties with the Department of Building and Safety, regardless of whether such duties or failure is specifically referenced by this Agreement, or 4) the Consultant fails to either gain pre-authorization in writing by the City or fails to meet the conditions for waiver of the pre-authorization as provided for herein.

July 30, 2004
Revised on August 12, 2004

City of Las Vegas
Office of Architectural Services
400 Stewart Avenue
Las Vegas, Nevada 89101

Attention: Mr. Patrick Batte

Re: Cost Estimate for Inspection and Testing Services
Mirabelli Community Center
6200 Elton Avenue
Las Vegas, Nevada 89107
Proposal No. C6404173.R1

Dear Mr. Batte:

Terracon Consultants, Inc. appreciates the opportunity to submit this cost estimate to provide inspection and testing services for the referenced project. This cost estimate presents our understanding of the project, proposed services, and the fee schedule that will apply. This proposal supersedes our Proposal No. C6404173 dated July 30, 2004.

1.1.1.1 PROJECT INFORMATION

It is our understanding that the proposed project will consist of a new community center located at 6200 Elton Avenue. Special inspections will include earthwork, on-site improvements, steel, concrete, and masonry construction. The structure will be one-story in height, of structural steel/steel joist framing with steel stud and masonry walls on concrete foundations. The project will be subject to City of Las Vegas Building Department jurisdiction. Our preparation for this proposal included the following:

- Review of the Geotechnical Exploration report prepared by Owens Geotechnical, Inc. (Project No. E-03-209, dated September 4, 2003) and addendum to report dated June 2, 2004.
- Review of the project plans and specifications prepared by Dekker Perich Holmes Sabatini, dated May 11, 2004.
- Review of the Scope of Work, SI-6 from the City of Las Vegas Building Department CLV Plans Check No. C-176-04 (Application No. 709787).

1.1.1.2 SCOPE OF SERVICES

The following inspections and tests will be provided in accordance with the requirements of Section 1701 of The Uniform Building Code (Special Inspections), and the Project Plans and Specifications.

- Special Grading – A City of Las Vegas approved inspector will be assigned to the project on a part time "periodic" basis to observe grading operations, obtain appropriate samples for laboratory tests and perform in-place field density testing. The inspector will observe the Contractors compliance to geotechnical recommendations.
- On-call Soil Testing – A soil technician will be provided as requested to perform in-place field density tests of backfill, utility backfill and pavement base and subgrade.
- Reinforced Concrete Inspection – An ICBO certified inspector will provide inspection of reinforcing steel placement, and inspection and testing of Portland Cement Concrete during placement. Representative test specimens will be cast at the specified frequency and tested for compressive strength.
- Structural Masonry Inspection – An ICBO certified masonry inspector will observe the placement of masonry units and reinforcing steel, observe grout spaces and provide continuous inspection during grouting. Masonry prisms, grout and mortar specimens will be cast at the frequencies required by code and the Project Plans, and tested for compressive strength.
- Structural Steel Inspection – A structural steel inspector certified by ICBO and AWS will provide field inspections and/or non-destructive testing as required for welded connections, field alterations, and high-strength bolting.
- Project Management – A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. All field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final report.
- Final Reports – Upon completion of the work, a final summary report will be prepared and submitted to the City of Las Vegas Building Department or Public Works Department, whichever applicable. The report will include the daily inspection reports, field tests and a summary of all of the laboratory tests performed. Documentation of corrective action in response to non-compliant reports will be included.
- Additional Services – If additional work, beyond the scope and fees of this proposal, is required please contact our office. A short Supplement to the Agreement form or Supplemental Proposal will be issued to outline the additional work to be performed and the associated fees. To authorize us to begin this additional work, simply return a signed copy of the Supplement.
- Scheduling Work – Field services will be provided on a "call-out" basis when scheduled by your authorized representative. A minimum of 24 hours notice is required to schedule our services, although we will attempt to meet requests in a short time frame. Terracon Consultants, Inc. will only provide testing when called by your onsite representative.

1.1.1.3 PROJECT FEE

Based on the project information available for our review, our estimated budget to perform the proposed scope of services is \$36,742. A breakdown of our Cost Estimate is attached as Exhibit C. Fees for services provided will be based on the unit rates included in the Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price.

Many factors, including those out of our control, such as weather and the contractor's schedule, and how often we are called to the site to test, will dictate the final fee for our services. We will not exceed our budget amount unless authorized by you.

For services provided on a "call-out" basis, overtime is defined as all hours in excess of eight per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A two-hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative.

Terracon's total fee is due within thirty days following receipt of invoice. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you. Please do not hesitate to call if you have any questions or comments regarding this proposal.

1.1.1.3.1 EXHIBIT C – COST ESTIMATE:

DESCRIPTION	ESTIMATED UNITS	UNIT FEE	ESTIMATED TOTAL
1.1.1.3.1.1 Special Grading			
▪ Senior Soils Technician, per hour (1227)	120	\$63	\$7,560.00
▪ Soils Technician Trench & Parking Lot, per hour (1225) On-site	50	\$57	\$2,850.00
▪ Moisture / Density Relationship (Proctor), each (2046)	2	\$175	\$350.00
▪ Import Acceptance Report, each (2045)	1	\$500	\$500.00
▪ Fill Acceptance Report, each (2044)	1	\$500	\$500.00
▪ Pad Certification, each (1211)	1	\$200	\$200.00
			\$11,960.00
1.1.1.3.1.2 Concrete and Reinforcing Steel			
▪ Concrete Inspector, per hour (1235)	65	\$63	\$4,095.00
▪ Compressive Strength of Concrete, set of 4 (1642)	25	\$65	\$1,625.00
		Subtotal	\$5,720.00
1.1.1.3.1.3 Structural Masonry			
▪ Masonry Inspector, per hour (1245)	115	\$63	\$7,245.00
▪ Compressive Strength-Masonry Prism, each (4002)	6	\$113	\$678.00
▪ Compressive Strength-Grout, set of 3 (4007)	12	\$65	\$780.00
▪ Compressive Strength-Mortar, set of 3 (1222)	2	\$65	\$130.00
		Subtotal	\$8,833.00
1.1.1.3.1.4 Structural Steel (Welding & Bolting)			
▪ Structural Steel Inspector, per hour (1275)	24	\$63	\$1,512.00
▪ Certified Welding Inspector, per hour (1255)	64	\$63	\$4,032.00
▪ High Strength Bolting Inspector, per hour (1260)	24	\$63	\$1,512.00
▪ Compressive Strength of Non-shrink Grout, per set (4009)	5	\$65	\$325.00
		Subtotal	\$7,381.00
1.1.1.3.1.5 Project Management Review & Report Preparation			
▪ Project Manager, per hour (1155)	22	\$84	\$1,848.00
▪ Final Grading Report, each (1205) On Site	1	\$500	\$500.00
▪ Special Inspections Final Report, each (1206)	1	\$500	\$500.00
		Subtotal	\$2,848.00

1.2 ESTIMATED PROJECT TOTAL

TOTAL

\$36,742.00

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

The Consultant shall provide the following submittals:

SPECIAL INSPECTION. Provide reports and other submittals as required by the Building Department. Provide one (1) duplicate copy concurrent with each Building Department submittals to the Office of Architectural Services City Representative, stamped, signed and dated by the licensed engineer of record.

MATERIAL TESTING. Five (5) copies of any reports, stamped, signed and dated by the licensed engineer of record.

All reports shall be on white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

It is understood that the City may produce and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

Subject to any limitations stated in the Consultant's proposal, the specified services shall be completed as the Project progresses and reports delivered to the City within Thirty (30) calendar days of the inspection and testing, barring circumstances beyond the Consultant's control that force a delay.

The Consultant shall respond to a request to perform an inspection or test with Twenty Four (24) Hours from the time the request is received from the City's Representative.

The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact the City's Representative while on-site.

Site access is hereby provided to the Consultant by the City for the scope of services contained in this Agreement. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property.

The Consultant shall provide the required services until the Project is completed. Except as provided for in Paragraph 10.01 Suspension, additional compensation shall not be allowed should the completion date of the Project extend beyond the completion date anticipated.

END OF EXHIBIT "C"

FEE BREAKDOWN

PHASE	FEE	REMARKS
Special Inspection/Material Testing	\$36,742.00	
TOTAL FEE	\$36,742.00	

Reference the "Compensation and Terms of Payment" section of this Agreement for retainage requirements.

22

EXHIBIT "E"

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of this Agreement and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal Engineer	\$163
Project Manager	\$84
Engineer	\$103
Technician/CADD Operator	\$48
Clerical	\$43

MATERIAL TESTING RATES The cost of standard tests attached to this Agreement, or if no schedules are attached as otherwise provided by the Consultant as of the date of this Agreement, are to be used as the basis for negotiation of Additional Services. These testing rates are valid for the duration of this Agreement and include labor costs for the test, overhead, administration and profit.

ADDITIONAL SERVICES None authorized or anticipated as of the date of this Agreement. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services.

Pre-authorized. Except as otherwise provide in this Agreement, if Additional Services are not pre-authorized by the City in writing, the City shall be under no obligation to pay for any such services provided.

Continued Service. If a fee cannot be negotiated for Additional Services required by the Department of Building and Safety, or some other disagreement arises between the parties to this Agreement, or other event occurs that threatens to disrupt the Project schedule, regardless of the causes, the Consultant agrees to act in the best interest of the Project and to timely perform services as may be required by the Department of Building and Safety, independent of any dispute or claim, which shall be resolved in accordance with the terms of this Agreement.

Records. The Consultant shall maintain and provide to the City itemized detailed records for each Additional Service including the names of personnel, date and hours worked, tasks completed, area of the Project under construction, scope of work on the SI-6 form as appropriate to the service, whether the service required a special trip to the site or was performed in addition to already scheduled on-going work on the site, and other information as may reasonably be required by the City to properly evaluate the services performed. In addition, to evaluate Additional Services provided or claimed, the City may required the Consultant to provide this same level of detail for other work being performed by the Consultant concurrent with, adjacent to, or otherwise related to the Additional Services under consideration.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

If the City requests additional copies of any reports beyond those required by this Agreement, they shall be considered a Reimbursable Expense.

END OF EXHIBIT "E"

EXHIBIT "F"

CITY PERSONNEL

PROJECT MANAGER: Patrick Batte

PROJECT REPRESENTATIVE: Carson West

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: C. John Stark

ENGINEER OF RECORD: Richard E. Van Horn, P.E.

PROJECT MANAGER:

TECHNICIAN/CADD:

CLERICAL:

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None.

END OF EXHIBIT "F"

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>
Name	Terracon Consultants Inc.
Address	16000 College Blvd. Lengxa, Kansas 66219
Telephone	913-599-6886
EIN or DUNS	42-1249917

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: Special Mirabelli Community Center Demo and Rebuild. Inspection and Testing Services	
RFP #:	

Block 3	<u>Type of Business</u>

☐	Individual	☐	Partnership	☐	Limited Liability Company	☒	Corporation

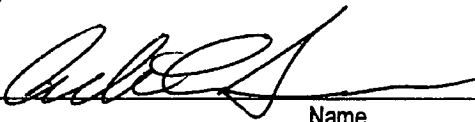
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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.	The Terracon Companies Inc 100% ownership of stock	16000 College Blvd. Lenexa, Kansas 66219	913-599-6886
2.			
3.			
4.			

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

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

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



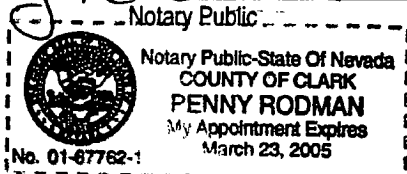
Name

8/18/04

Date

Subscribed and sworn to before me this 18 day of

August 2004
Penny Rodman





CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

PHONE/FAX: (702) 877-2438

Protest

14 September 2004

to: CLV Mayor GOODMAN and Councilpersons BROWN, MACK, MONCRIEF,
REESE, WEEKLY and WOLFSON

Please consider the following concerns and address them regarding the several agenda items. We will be observing.

Councilpersons Moncrief and Weekly, Charleston Neighborhood Preservation eagerly awaits any Pioneer Trails action.

#50 & #51—Action at Mirabelli also eagerly welcomed.

#65—Councilman Wolfson, this "real world" change is welcomed.

#66—The DEVELOPMENT of the project and housing must incorporate the requests of the HOA people in the abutting area such as trees for screening for visual and noise abatement also, traffic control.

#83—No for this business at this location. Congestion here does not accommodate for customers of such business.

#87—Well, if Mayor & Council are happy, in this instance, Charleston Neighborhood Preservation will try to be happy.

#88—Yes, to CLV being the controlling entity. NO, to all Directors being appointed by any one person!

#95—NO, NO, NO. Residents are at this time, unable to vote for PLANNING commissioners, therefore, under no circumstances can you allow their vote to become the law of the land. Such a proposal is shocking in an American city government. If State law does suggest such action, such action must be removed. Mr. Genzer, we request an appointment with you to discuss this at your earliest convenience.

#104—Staff has made the best decision here. Preventing public access to streets paid for by them (us) leads to no favorable circumstances. We think that a granted "variance" has led to these subsequent requests. Closing Alta between Decatur and Buffalo would certainly quiet our neighborhood.

#107—You should go with denial. The parade of electeds to the stand during Plan. Commission do not even represent the area.

#129, 130, 131—We welcome Albertson's to this area.

MEMBERS

Vicki Arnold - Jazsika Clark - Miriam Ben - Marcus Gobel - Rose Hornath - June Ingram - Rick Johnson
Gene & Pearl Leonardo - Sherry Mason - Dorothy Orr - Barbara Roth - Layne Rushforth - Pamela Stang - Others

Submitted after final agenda

Date 9/15/04 Item #51

RECEIVED
CITY CLERK
SEP 15 A
2004

Support

see p2 - 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD D. GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of a First Amendment to a Construction Management Agreement with TJ Consulting for construction management for Washington and Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$92,460 - Capital Project Funds) - Ward 4 (Brown)

Fiscal Impact

☐	No Impact	Amount: \$92,460
☒	Budget Funds Available	Dept./Division: Public Works/Eng. Integration
☐	Augmentation Required	Funding Source: Capital Project Funds

PURPOSE/BACKGROUND:

The City of Las Vegas is currently constructing Washington and Buffalo Park located on approximately 105 acres at Washington Avenue and Buffalo Drive. TJ Consulting is currently performing the Construction Management for the project. After the original Construction Management Agreement was approved, the construction term was extended by addendum. This First Amendment will maintain their services through the revised construction term.

RECOMMENDATION:

That the City Council approve the negotiated First Amendment to a Construction Management Agreement with TJ Consulting for Construction Management for Washington and Buffalo Park Phase 1A and 1B in the amount of \$92,460.

BACKUP DOCUMENTATION:

First Amendment

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41: **APPROVED** under separate actions (see individual items)
Item 55: **ABEYANCE** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this 15 day of September, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and TJ CONSULTING, a sole proprietorship (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant have entered into an Agreement dated December 3, 2003 (the "Agreement"), retaining the Consultant for the purpose of providing construction management services in connection with the Project commonly known and referred to as, to wit: Washington Buffalo Park, Phase 1A and 1B, which is located at the intersection of Washington Avenue and Buffalo Drive, and

WHEREAS, subsequent to the execution of the Agreement, the City extended the completion date of the Project by approximately four (4) months as a result of the determination that additional time would be needed for completion thereof by the Contractor;

WHEREAS, the parties hereto desire to amend the Agreement to provide additional compensation to the Consultant for the additional construction management services which will be provided by the Consultant as a result of the new Project completion date;

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Exhibit "D" to the Agreement is hereby amended to delete in its entirety the chart set forth therein which is entitled, to wit: Fee and Manhour Breakdown, and to insert in lieu thereof the chart attached hereto as Exhibit "1". The Consultant shall submit on a monthly basis to City's representative in writing a complete statement of the actual work completed, including any related costs thereto.
2. Section 1.1 of Exhibit "D" to the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

Invoices shall be submitted for the monthly fee shown above. If the Construction Management's services of the Consultant are completed earlier than currently projected in the chart set forth above, the Consultant shall be entitled to a prorated payment of the monthly fee for the month in which such services are completed, and no further payment of the compensation shall be made by the City.

3. Exhibit "G" (Disclosure of Ownership/Principals) of the Agreement is hereby deleted and Exhibit "G" attached hereto inserted in lieu thereof.

4. All other provisions of the Agreement remain in force and effect.

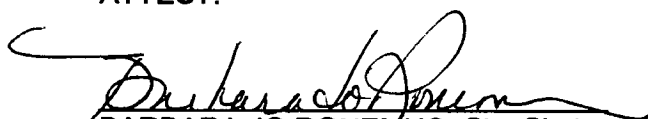
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed the day and year first above written.

CITY OF LAS VEGAS

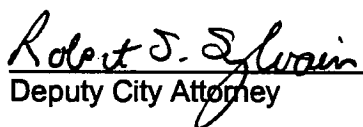
By: 
OSCAR B. GOODMAN, Mayor

"CITY"

ATTEST:


BARBARA JO RONECUS, City Clerk

APPROVED AS TO FORM:

 8-16-04
Deputy City Attorney Date

TJ CONSULTING

By: 
TIMOTHY J. BLOND

"CONSULTANT"

EXHIBIT "1"

FEE AND MANHOURS BREAKDOWN

MONTH	FEE
January 2004	\$14,000.00
February 2004	\$14,000.00
March 2004	\$14,000.00
April 2004	\$14,000.00
May 2004	\$14,000.00
June 2004	\$14,000.00
July 2004	\$14,000.00
August 2004	\$14,000.00
September 2004	\$14,000.00
October 2004	\$14,000.00
November 2004	\$14,000.00
December 2004	\$14,000.00
January 2005	\$15,410.00
February 2005	\$15,410.00
March 2005	\$15,410.00
April 2005	\$15,410.00
May 2005	\$15,410.00
June 2005	\$15,410.00
Project Close Out	\$16,800.00
TOTAL	\$277,260.00

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
TJ Consulting	
Name Timothy J. Blond	
Address 1504 Willowbark- Las Vegas, NV 89117	
Telephone 702-254-0626	
EIN or DUNS 88- 0456633	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: CM Contract: Washington Buffalo Park First Amendment	
RFP #:	

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

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

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 interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Timothy J. Blond	1504 Willowbark Ct., Las Vegas, NV 89117	702-254-0626
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5	<u>Disclosure of Ownership and Principals - Alternate</u>
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.	
<u>Name of Attached Document:</u> _____	
<u>Date of Attached Document:</u> _____	<u>Number of Pages:</u> _____

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

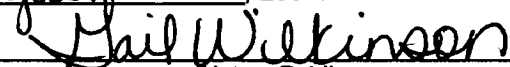


 Name
 8.11.4

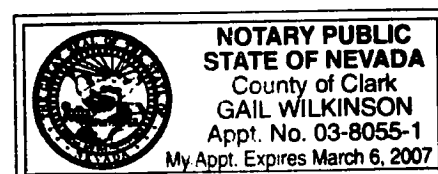
 Date

Subscribed and sworn to before me this 11th day of

August, 2004.



 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 15, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD D. GOECKE

☒

CONSENT

☐

DISCUSSION

SUBJECT:

Approval of a Blanket Services Agreement with Kennedy Jenks Consultant Inc., for the design services of Trails, Trailheads and various amenities (\$500,000 - Southern Nevada Public Lands Management Act) - Ward 6 (Mack)

Fiscal Impact

☐

No Impact

Amount: \$500,000

☒

Budget Funds Available

Dept./Division: Public Works/Eng. Integration

☐

Augmentation Required

Funding Source: SNPLMA

PURPOSE/BACKGROUND:

To provide ongoing consultant design services for the construction of a series of Trails, Trailheads and various amenities, to be individually identified in future project task orders.

RECOMMENDATION:

That the City Council approve the negotiated Blanket Services Agreement with Kennedy Jenks Consultant Inc., for the design services of Trails, Trailheads and various amenities in the amount not to exceed \$500,000.

BACKUP DOCUMENTATION:

Blanket Services Agreement

MOTION:

REESE – APPROVED Items 4-34, 36, 37, 39, 40, 42-54, and 56-72 – **UNANIMOUS** with **MACK** abstaining on Items 8 and 9 because they involve the Lady Luck Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-restricted gaming license

Items 3, 35, 38 & 41:

APPROVED under separate actions (see individual items)

Item 55:

ABEYANCE under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:31 – 9:38)

1-815

BLANKET SERVICES AGREEMENT FOR CIVIL ENGINEERING & DESIGN

THIS AGREEMENT is made and entered into this 15 day of September 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") and KENNEDY JENKS CONSULTANTS, (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct **TRAILS, TRAIL HEADS & VARIOUS AMENITIES** (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, with respect to each Project, the City desires to retain the Consultant who will be responsible for providing **CIVIL ENGINEERING & DESIGN** hereinafter set forth below; and

WHEREAS, the Consultant is properly licensed as required for the services to be provided in accordance with the Nevada Revised Statutes within the State of Nevada, and possesses the special knowledge, skills, expertise, personnel, facilities and equipment to perform the services hereinafter set forth within the time required under this Agreement; and

WHEREAS, the parties hereto intend with the execution of this Agreement to give to 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 (herein defined in Section 3.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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 Description of Consultant's Services. For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. The services anticipated to be included in each Project Task Order are included in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals) attached hereto. Each Project Task Order will detail the specific terms and services to be provided, including any variations from the Exhibits attached to this Agreement.

1.02 Performance Standards. In performing the services set forth in this Agreement, the Consultant shall follow practices consistent with generally accepted standards in the profession for **CIVIL ENGINEERING & DESIGN**.

1.03 Document Review. If so assigned by the Project Task Order, the Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, 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 Designation of Consultant's Representative. The Consultant's Representative is hereby designated as **JILL CRISTIANO, P.E.**, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by

the personnel identified in each Project Task Order provided that such associates and employees perform under the personal supervision of the Consultant's Representative. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in the Section entitled "Default" 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, regulatory agencies and other third parties to this Agreement, 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 the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

SECTION TWO CITY RESPONSIBILITIES

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

2.02 Review of Consultant's Services and Documents. The services to be performed by the Consultant shall be subject to periodic review by the City's Representative. To prevent an unreasonable delay in the Project, the City's Representative will endeavor to examine and comment in writing on the documents including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports 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. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

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 Consultant in connection with a particular Project.

3.02 Issuance. If so requested by the City, the Consultant shall prepare a Project Task Order setting forth the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." 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 City Representative to be executed on behalf of the City. Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

SECTION FOUR CHANGES TO PROJECT TASK ORDER

4.01 Requested Changes. The City may at any time, by written order, make changes in the services to be performed by the Consultant under the Project Task Order.

4.02 Adjustment of Compensation. If such changes cause an increase in the cost or time required for the Consultant to perform any of the services required there under, an equitable adjustment shall be made in the compensation to be paid to the Consultant under

the Project Task Order and the Project Task Order 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 under the Project Task Order unless the City grants in writing a further period of time before the date of final payment under the Project Task Order. If final payment is made to the Consultant under the Project Task Order, the Consultant waives any right to seek any equitable adjustment in compensation with respect to that Project Task Order.

SECTION FIVE ADDITIONAL SERVICES OF CONSULTANT

5.01 Additional Services. The Consultant shall provide only those additional services described in the Project Task Order and only if so requested in writing by the City. Payment will be in accordance with Sections 8.0.2 and 8.0.3 for the additional services rendered in connection with the Project Task Order.

5.02 Attendance at Meetings or Public Hearings. The Consultant shall notify the City in advance of any additional service cost, which may be incurred, prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION SIX SUBCONSULTANT AGREEMENT

6.01 Subconsultant Provisions. In the event that the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations hereunder, the following provisions shall be included in each subconsultant agreement:

(i). The Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant to the subconsultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for said subconsultant 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 subconsultant shall have no more rights against the City than that of the Consultant.

(iii). The subconsultant 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.

(iv). Unless otherwise approved in writing by the City's Representative, the subconsultant shall 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 this Agreement.

SECTION SEVEN TERM OF AGREEMENT

7.01 Term. This Agreement shall commence on the day it is approved by the City (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, the City agrees to set aside \$500,000.00 in total for the performance of the Project Task Orders authorized pursuant to this Agreement. In no event shall the total payments to the Consultant for the services provided under the aggregate of all of the Project Task Orders exceed the aforementioned amount appropriated by the City.

8.02 Compensation. For the services set forth in each Project Task Order, the City shall compensate the Consultant a fee in the amount as set forth in each Project Task Order, which shall be paid pursuant to monthly invoices.

8.03 Invoice. The Consultant may invoice for approved and completed work on a monthly basis. The City Representative will notify the Consultant of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Representative, within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice, within a period of (60) days. If the payment period exceeds sixty, (60) days, the Consultant will contact the City Representative to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The Consultant may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the Consultant.

8.04 Retainage. Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in Section 8.05 of this Agreement. The percentage of retainage may be increased as provided in Section 9.02 of this Agreement.

8.05 Right to Off-Set. The City's Representative may subtract or offset from any unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or 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 and Release of Retainage. Upon completion by the Consultant of the services required under each Project Task Order, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

SECTION NINE PERFORMANCE SCHEDULE

9.01 Performance Schedule. The Consultant shall perform and complete the services required in each Project Task Order according to the schedule (Performance Schedule) set forth in each Project Task Order. The Consultant shall have in his possession a cellular phone from which he may be contacted or may contact City's Representative while onsite. If the performance of services is delayed or submittals are not delivered in the time period as outlined in **Exhibit "C"**, the Consultant shall notify the City's Representative in writing of the reasons for the delay. The Consultant shall then prepare a revised Performance Schedule for submission to and approval by the City's Representative.

9.02 Increase in Retainage. If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the Consultant has complied with the Performance Schedule or presented an acceptable plan for such compliance.

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. 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 for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection. Any negotiated hourly rates shall not be revised due to an 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 a Project Task Order for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant at least three (3) business 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 Task Order, earned until the effective date of suspension less all previous payments. The Consultant shall not provide any further services under the Project Task Order after the effective date of suspension until otherwise notified in writing by the City. In the event the City suspends performance by the Consultant under a Project Task Order for any cause other than the error or omission of the Consultant for an aggregate period in excess of thirty (30) days, and resumes continuation of the Project Task Order performance by the Consultant, the Consultant shall be entitled to an equitable adjustment of the compensation payable to the Consultant under the Project Task Order, including reimbursement to Consultant for additional costs occasioned as a result of such suspension of performance. Should the Project Task Order not resume performance after such suspension, the City shall not be liable to the Consultant for more than the percentage of the Project Task Order completed at the time of suspension.

11.02 **Termination.** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant. Notification of the Consultant is deemed to have occurred on the date that the City either (i) faxes a copy of the notice to the Consultant to the fax number provided in the Section entitled "Notice" of the Agreement, or (ii) deposits written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notice" of the Agreement. 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 **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 should 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, then, if any such Event of Default continues for five (5) days after written notice to the Consultant, 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, finish this Agreement by such means as the City may see fit, deduct from any balance due the Consultant the reasonable and necessary cost of finishing the work if the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budget for this Project and paying the excess, if any, to the Consultant and in the event the cost of finishing the Consultant's work exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by 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 costs and expenses of completing this Agreement of the Consultant shall be computed and audited by the City's designated Representative. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay all 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.*

A. The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law and the City shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. In the event of the completion or termination of this Agreement, the City reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the City's sole risk.

B. The City retains contractual rights to all design concepts developed by the Consultant.

C. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

11.05 *Insurance.* The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Workmen's Compensation Insurance.*** Such insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Comprehensive General Liability Insurance.*** Such insurance shall protect 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 Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Professional Liability Insurance (Errors and Omissions Coverage).*** Such insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, 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.

D. ***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 with respect to its Comprehensive General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. To provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

E. ***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 \$200,000 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.

F. ***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 that coverage is "claims made" 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.

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 and employees, harmless from any and all claims, damages, losses, expenses,

suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the City, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions 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 City, its officers and employees, 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, any negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the City. If the Consultant shall fail to do so, the City 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 able to furnish the plant, tools, materials, supplies, equipment and labor, 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.

(iii). That it is Year 2000 compliant which means that to the extent the performance of this Agreement is dependent upon the Consultant's computer operations, such computers will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement.

(iv). That the Consultant 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" (Disclosure of Ownership/Principals) 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 fifteen (15) days of such change.

11.10 Consultant's Employees. The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement 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 each 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, prior to signing each Project Task Order, it has visited the location of the Project represented in each Project Task Order and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Project Task Order 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 (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

TO CITY: Richard Danielson AIA
Office of Architectural Services
Department of Public Works
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NV 89101

Phone: (702) 229-6535 Fax: (702) 384-4846

TO CONSULTANT: Jill Cristiano, P.E.
KENNEDY JENKS CONSULTANTS
840 Grier Drive
Las Vegas, Nv. 89119

Phone: (702) 270-3610 Fax: (702) 270-3611

11.19 Prohibition Against Contingent Fees. The Consultant 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 furnished 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 the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for

such selection. The decision of the arbitrator, or arbitrators, as the case may be 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 hereunder, the Consultant shall proceed diligently with the performance of 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 shall constitute 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, may, upon the agreement of the parties, be decided by arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. 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 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. None of the time provisions imposed under Subsection C and D 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 for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other 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 from subsequently arbitrating that particular claim, dispute or other matter.

E. Arbitration of Claim. The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, 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, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

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 and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the mediation rules of the Nevada Arbitration Association or the American Arbitration Association or as

agreed by the parties. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

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.

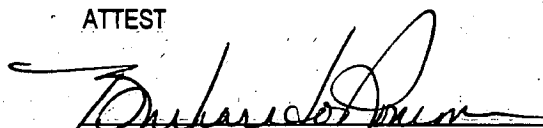
11.24 Agreement Version. This Agreement consists of the City's standard provisions updated as of January 12, 2001.

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

CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

ATTEST


Barbara Jo Ronemus, City Clerk

CONSULTANT

By 
Peter R. Samuolis, P.E., Kennedy Jenks Consultants

APPROVED AS TO FORM

 8/26/04
Deputy City Attorney Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " HOURLY RATE SCHEDULE

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein. The Scope of Service set forth in this Exhibit and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the Consultant. If increased scope or workload is encountered, the Consultant is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

.3 GENERAL REQUIREMENTS

1.3.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.3.2 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or approved equal".

1.3.3 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.3.4 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.5 Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

1.3.6 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.7 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities", incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

1.3.8 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.3.9 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.4 DEFINITIONS

1.4.1 "Construction Cost Estimate" as used herein is a forecast of construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

1.4.2 "Construction Budget" as used herein represents the dollar value for which funding will be obtained, including 5% bidding contingency and 10% construction contingency, and against which expenditures will be monitored.

1.4.3 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The City shall provide the Consultant with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Approved budget limitations for the Project. The City and the Consultant shall mutually agree upon a Construction Cost Budget for the work described herein prior to completion of the Schematic Design Phase.

2.2.3 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

2.2.4 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

2.2.5 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 The City shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.

2.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

2.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Programming and Conceptual Design Phase

3.1.2 Schematic Design and Master Planning Phase

3.1.3 Design Development Phase

3.1.4 Construction Document Phase

3.1.5 Bidding Phase

3.1.6 Construction Administration Phase

3.1.7 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the Consultant's estimates with the City's estimates.

3.2.2 If, at any time during the course of the Project, it becomes evident that the Construction Cost Estimate will exceed the Construction Cost Budget (developed by the City and agreed upon by the Consultant and the City), notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

3.3 DESIGN SUBMITTALS

3.3.1 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines.

3.4 GOVERNMENTAL AND AGENCY APPROVALS

3.4.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

3.4.1.1 General Plan Amendment. If requested by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required GPAs.

3.4.1.2 Rezoning. If required by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required rezonings.

3.4.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

3.4.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits.

3.4.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

3.4.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

3.4.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas and Development Section, including a Drainage Compliance Report.

3.4.1.8 Traffic Study. If required, traffic studies shall be an Additional Service.

3.4.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final construction documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Project Manager on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

3.4.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

3.4.3.1 OAS NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services (OAS), acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over

the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

3.4.3.2 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

3.5 GEOTECHNICAL DATA

3.5.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

3.5.1.1 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.5.1.2 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.5.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.5.3 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for all unknown subsurface conditions, which the Consultant shall use to model its bid documents after in achieving the same purpose.

3.6 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

3.6.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the Consultant shall:

3.6.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

3.6.1.2 SURVEY. Prepare a boundary and topographic survey for the Project.

3.6.1.3 GENERAL REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

3.6.1.4 ARCHITECTURAL PROGRAM. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Architectural Program, which details all goals, needs, spatial, and adjacency requirements of the Project.

3.6.1.5 SITE UTILIZATION. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

3.6.1.6 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

3.6.1.7 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Architectural Program, Site Utilization Report, and Cost Estimate. Incorporate the City's review comments.

3.6.1.8 SUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Architectural Program, Site Utilization information, Construction Cost Estimate and a preliminary conceptual design site plan and building elevations. Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

3.7 SCHEMATIC DESIGN (SD) PHASE

3.7.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

3.7.1.1 REVIEW. Review the program, schedule and construction budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other and advise the City of any problem issues.

3.7.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule and construction budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Project Manager, alternative approaches to the design and construction of the Project.

3.7.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives to confirm the feasibility of the Project program and design.

3.7.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

3.7.1.5 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

3.7.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

3.7.1.7 SUBMITTAL. Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, floor plans, elevations, sections, finishes and other drawings as necessary to describe the Project. Provide six (6) copies of the final documents from this phase.

3.7.1.8 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Comments regarding the Schematic Design Submittal shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Schematic Design Submittal prior to the Consultant proceeding with the Design Development Phase.

3.8 DESIGN DEVELOPMENT (DD) PHASE

3.8.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

3.8.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

3.8.1.1.1 DRAWINGS:

3.8.1.1.1.1 Code analyses.

3.8.1.1.1.2 Utility plans, including both on-site and off-site improvements.

3.8.1.1.1.3 Paving and grading plans, including both on-site and off-site improvements.

3.8.1.1.1.4 Planting plans.

- 3.8.1.1.1.5 Irrigation plans.
- 3.8.1.1.1.6 Architectural site plans, indicating any site furniture.
- 3.8.1.1.1.7 Finish schedules.
- 3.8.1.1.1.8 Foundation plans.
- 3.8.1.1.1.9 Plumbing plans.
- 3.8.1.1.1.10 Lighting plans.
- 3.8.1.1.1.11 Power plans
- 3.8.1.1.1.12 Low voltage system plans.
- 3.8.1.1.1.13 Signage plans.
- 3.8.1.1.1.14 Any other drawings necessary to describe the Project sufficiently, and to prepare an accurate cost estimate.

3.8.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

3.8.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

3.8.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

3.8.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Cost Estimate to the City's Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel.

3.8.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

3.8.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

9 CONSTRUCTION DOCUMENTS (CD) PHASE

3.9.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

3.9.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

3.9.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

3.9.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

3.9.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.9.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

3.9.1.6 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

3.9.1.6.1 Prepare 50 percent Construction Documents, including the following:

3.9.1.6.1.1 General

3.9.1.6.1.1.1 Completed title sheets, abbreviations, legends and site plans.

3.9.1.6.1.1.2 Responses to 100 percent Design Development review comments and incorporation into the documents as required.

3.9.1.6.1.1.3 Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.

3.9.1.6.1.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.9.1.6.1.2 Civil

3.9.1.6.1.2.1 Existing facilities plans showing all existing topography and improvements.

3.9.1.6.1.2.2 Utility distribution plans with sizes of all new and existing utilities.

3.9.1.6.1.2.3 Rough grading plans.

3.9.1.6.1.2.4 Finish paving and grading plans.

3.9.1.6.1.2.5 Horizontal control plans

3.9.1.6.1.2.6 Details with references to the plans.

3.9.1.6.1.2.7 Final calculations required to meet all levels of completion.

3.9.1.6.1.3 Landscape

3.9.1.6.1.3.1 Landscaping plans denoting all materials and sizes.

3.9.1.6.1.3.2 Irrigation plans with sizing of all piping.

3.9.1.6.1.3.3 Details with references to the plans.

3.9.1.6.1.3.4 Plans with all dimensions and finishes noted.

3.9.1.6.1.3.5 All elevations and sections required.

3.9.1.6.1.3.6 Enlarged plans of areas as needed to accurately portray the work.

3.9.1.6.1.3.7 Exterior details as required.

3.9.1.6.1.3.8 All section and detail bubbles completed to indicate the location of the sections and details.

3.9.1.6.1.4 Structural

3.9.1.6.1.4.1 Foundation plans including all dimensions.

3.9.1.6.1.4.2 Plans with complete section cuts and detail references.

3.9.1.6.1.4.3 Complete section and detail sheets.

3.9.1.6.1.4.4 Completed and detailed plans.

3.9.1.6.1.4.5 Final calculations required to meet this level of completion.

3.9.1.6.1.5 Mechanical/Plumbing

3.9.1.6.1.5.1 All mechanical equipment and fixture schedules completed.

3.9.1.6.1.5.2 All pipe sizes noted.

3.9.1.6.1.5.3 Cathodic protection requirements specified.

3.9.1.6.1.5.4 Points-of-connection including invert elevations.

3.9.1.6.1.5.5 All control diagrams shown and completed.

3.9.1.6.1.5.6 All details completed and referenced to the plans.

3.9.1.6.1.5.7 Final calculations required to meet this level of completion.

3.9.1.6.1.6 Electrical

- 3.9.1.6.1.6.1** All power, lighting and auxiliary systems plans reflecting complete circuiting.
- 3.9.1.6.1.6.2** Required single line drawings.
- 3.9.1.6.1.6.3** Completed panel schedules.
- 3.9.1.6.1.6.4** All details completed and referenced to the plans.
- 3.9.1.6.1.6.5** Final calculations required to meet this level of completion.

3.9.1.6.1.7 Specifications

- 3.9.1.6.1.7.1** Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 3.9.1.6.1.7.2** Final form technical specifications in CSI format.

3.9.1.6.2 Prepare 70 percent Construction Documents, including the following:

- 3.9.1.6.2.1** Complete drawings and specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

3.9.1.6.3 Prepare 90 Percent Construction Documents, including the following:

3.9.1.6.3.1 Drawings

- 3.9.1.6.3.1.1** Complete drawings containing all the information required for the 50 percent Construction Documents.

3.9.1.6.3.2 Specifications

- 3.9.1.6.3.2.1** Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.3.3 Calculations

- 3.9.1.6.3.3.1** Complete Civil, structural, mechanical, plumbing, and electrical calculations.

3.9.1.6.3.4 General

- 3.9.1.6.3.4.1** Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
- 3.9.1.6.3.4.2** Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.9.1.6.4 Prepare Final Construction Documents, including the following:

3.9.1.6.4.1 Drawings

- 3.9.1.6.4.1.1** Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.9.1.6.4.2 Specifications

- 3.9.1.6.4.2.1** Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.4.3 Calculations

- 3.9.1.6.4.3.1** Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.9.1.6.4.4 General

3.9.1.6.4.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" check set, confirming the quality control corrections to the Contract Documents.

3.9.1.6.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

3.10 BIDDING PHASE

3.10.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the Consultant, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

3.10.2 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

3.10.2.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, the Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

3.10.2.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

3.10.2.3 Attend and participate in the Pre-bid meeting.

3.10.2.4 Participate in bid evaluation and recommendations.

3.10.3 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

3.11 CONSTRUCTION ADMINISTRATION PHASE

3.11.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, thirty (30) days after the date which is determined by the Consultant to be the date of Substantial Completion of the Project, whichever first occurs.

3.11.2 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

3.11.2.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in a "Partnering Meeting" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. Attend and participate in weekly Construction Progress Meetings. Meeting dates, times, and place will be determined by the City.

3.11.2.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. Such visits shall be scheduled weekly with the City Representative and shall be attended by the designated representative of the Consultant. Consultant shall at all times have access to the site during construction of the Project.

3.11.2.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so.

Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's Representatives. All agreements shall be between the City and the Construction Contractor.

3.11.2.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due thereunder. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon substantial completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

3.11.2.5 DOCUMENT REVISIONS. During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for construction change directives required by errors or omissions. Construction change directive revisions shall be made in the CAD drawing or word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. The Consultant shall maintain a log of all revisions to the documents.

3.11.2.6 INTERPRETATIONS. If requested by City, render interpretations which may be necessary for the proper execution or progress of the construction of the Project with reasonable promptness and render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

3.11.2.7 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" or "or approved equal" provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. Re-submittal review and distribution time shall be prompt and not exceed seven (7) calendar days. After three (3) submittals, if the same item has not been approved, the City shall be notified of such.

3.11.2.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including Contractor fixes and alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, and as a result of the Consultant's errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor. The Consultant shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the City. The Consultant shall have two (2) days to prepare and distribute a revised response.

3.11.2.9 CHANGE ORDERS. If requested by the City, prepare and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents.

3.11.2.10 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

3.11.2.11 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

3.11.2.12 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

3.11.2.13 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

3.12 POST CONSTRUCTION PHASE

3.12.1 The Consultant shall:

3.12.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed reproducible mylar form to the City.

3.12.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant's shall include this provision in sub-consultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

- 1.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

- 2.1 Boundary and Topographic Survey.
2.2 Programming Report.
2.3 Conceptual Design Drawings.
2.4 Construction Cost Estimate.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- .1 Schematic Design Drawings and Specification Outline.
3.2 Construction Cost Estimate.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

- 4.1 Drawings and Specifications.
4.2 Presentation Drawings, mounted.
4.3 Materials Board.
4.4 Flood/Hydrology Report draft, if required by governing authorities
4.5 Construction Cost Estimate.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

- 5.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
5.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
.3 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
5.4 Construction drawings and specifications as described in the Scope of Services (Exhibit "A") at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
5.5 Building Permit Application.
5.6 Building Department and Land Development plan review permit applications.
5.7 Construction drawings and specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

ARTICLE 6: BIDDING PHASE

- 6.1 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

- 7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.
7.2 Meeting Minutes if requested by the City's Project Representative.
7.3 Drainage Compliance Report.

ARTICLE 8: POST CONSTRUCTION PHASE

8.1 Final Record Drawings in both electronic and Mylar format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

- 1.1 Reference each subsequent Project Task Order.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work will be detailed in each subsequent Project Task Order.
- 2.2 The City review periods shown in the subsequent Project Task Order schedule may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.
- 2.3 The Calendar Days to Complete for the Construction Documents phase shown in the subsequent Project Task Orders begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.
- 3.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:
- 3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of PublicWorks, Land Development Section.
- 3.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.
- 3.3.3 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 3.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal, that this action is generally on the critical path of the Project schedule.
- 3.3.5 The Nevada Power Company design submittal precedes the Sprint submittal, and needs to occur a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as the City has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the City having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.

- 3.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application for the Project. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.
- 3.4 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief for this responsibility.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

The total not to exceed fee for this Blanket Services Agreement is \$500,000.00.

The fee breakdown will be included in each subsequent Project Task Order.

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal	\$ 175.00
Project Manager	\$ 130.00
Engineer	\$ 130.00
Designer	\$ 114.00
Specification Writer	\$ 130.00
Drafter/CAD Operator	\$ 100.00
Work Processor/Clerical	\$ 68.00

SUBCONSULTANT'S HOURLY RATES

Subconsultant: J.W. Zunino & Assoc.	
CLASSIFICATION	HOURLY RATE
Principal	\$ 165.00
Project Manager	\$ 125.00
Engineer	\$ 125.00
Designer	\$ 110.00
Specification Writer	\$ 125.00
Drafter/CAD Operator	\$ 95.00
Work Processor/Clerical	\$ 65.00

Subconsultant: Allegro Consultants Inc.	
CLASSIFICATION	HOURLY RATE
Principal	\$ 190.00
Project Manager	\$ 175.00
Engineer	\$ 150.00
Designer	\$ 100.00
Specification Writer	\$ 100.00
Drafter/CAD Operator	\$ 60.00
Work Processor/Clerical	\$ 40.00

ADDITIONAL SERVICES

Site specific seismic testing and investigation to determine the structural requirements under the building code.
For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. This multiple includes all compensation for overhead and profit.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: Richard Danielson AIA

PROJECT REPRESENTATIVE:

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Jill Cristiano, P.E.

PRINCIPAL: Peter Samuolis, P.E.

CONSULTANT'S SUBCONSULTANTS

The following sub-consultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

CIVIL ENGINEER: Kennedy Jenks

STRUCTURAL ENGINEER: Kennedy Jenks

MECHANICAL ENGINEER: (as required)

ELECTRICAL ENGINEER: Allegro Consulting Inc.

LANDSCAPE DESIGN: J.W. Zunino & Associates

COST ESTIMATOR: Kennedy Jenks

GEOTECHNICAL ENGINEER: Kennedy Jenks

LAND SURVEYOR: Tri-State Surveying

END OF EXHIBIT "F"

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>
Name	
Address	
Telephone	
EIN or DUNS	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement:	
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.	David Kennedy , President	622 Folsom , San Francisco	415-243-2150
2.	Keith London, Vice President	16855 W. Bernardo, San Diego	858-676-3620
3.	Tom Foote, Vice President	5190 Neil Rd. #300, Reno, NV	775-827-7900
4.	Donald Weiden, CAO	622 Folsom, San Francisco	415-243-2150
5.	Jon Stedman, CFO	622 Folsom, San Francisco	415-243-2150
6.	Roger Null, Vice President	2151 Michelson, Irvine, CA	949-261-2134
7.	Chairman of Lynn Takaichi, the Board	32001-32nd Ave., Federal Way	253-874-0555
8.	John Wyckoff, CTO	2191 E. Bayshore, Palo Alto	650-852-2800
9.	Nathan Graves, Vice President	2828 SW Naito, Portland, OR	503-295-4911
10.	Edward Kistner, Vice President	32001-32nd Ave., Fed. Way	253-874-0555

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

Block 5

Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

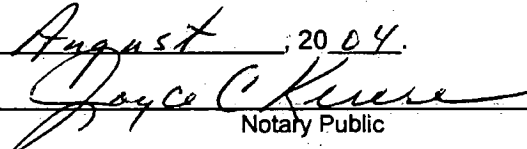
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.


 Name
 Peter Samuolis

Subscribed and sworn to before me this 24th day of

24 August 2004

Date

August, 2004.

 Notary Public

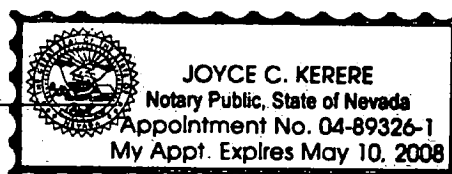


EXHIBIT "H"**PROJECT TASK ORDER**Number H- 1

Blanket Services Agreement Project Name:	TRAILS, TRAIL HEADS & VARIOUS AMENITIES
Blanket Services Agreement Date:	
Blanket Agreement Maximum Not-to-Exceed Fee:	\$500,000.00
Total Aggregate Fee Commitments prior to this Task Order:	0
Consultant's Business Name:	Kennedy Jenks Consultants

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

This Task Order Project Name:	Rio Vista Road & Bradley Road Segments
Location:	Tropical Parkway – Ann Road / 215 Beltway
Description:	Designated Trail Improvements
Estimated Construction Cost:	\$600,000 (to be determined)

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services: Unchanged from the description included in Exhibit "A" of the Agreement, except as follows: No exceptions.

ADDITIONAL SERVICES: None authorized or anticipated as of the date of this Project Task Order. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one and one tenth (1.10) times the amounts billed to the Consultant for such services.

REIMBURSABLE EXPENSES: None authorized or anticipated as of the date of this Project Task Order. For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one and one tenth (1.10) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

Section B – Required Submittals: Unchanged from the description included in Exhibit "B" of the Agreement, except as follows: No exceptions.

Section C – Performance Schedule: Unchanged from the description included in Exhibit "C" of the Agreement, except as follows:

1. The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order.
2. The maximum allowed time to complete each portion of the work is as follows:

BY PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	30	Includes 2 week City review period.
Schematic Design	40	Includes 2 week City review period.
Design Development	45	Includes 1 week City review period.
Construction Documents	60	City review is concurrent with drawings. See notes below for definition of the Days for this phase.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	175	

BY TASK:

Section D – Fee Breakdown:

FIXED FEE: The fixed fee for the Consultant Scope of Services for this Project Task Order is H-1, which shall be earned and paid according to the following breakdown:

BY PHASE	PERCENT	FEE	REMARKS
Programming and Conceptual Design	5 %	\$5,250.00	
Schematic Design	10 %	\$10,701.00	
Design Development	20 %	\$21,402.00	
Construction Documents	45 %	\$48,155.00	
Bidding	2 %	\$2,140.00	
Construction	15 %	\$16,052.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	3 %	\$3,200.00	
Total Fee	100 %	\$ 107,000.00	

HOURLY BASIS WITH NOT-TO-EXCEED TOTAL FEE: Consultant services shall be compensated based on hourly rates, with a maximum amount of compensation for this Task Order of \$ 107,000.00.
which shall be earned and paid according to the following breakdown:

BY MAN-HOUR BREAKDOWN PER TASK:

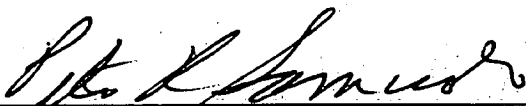
Section E – Hourly Rate Schedule: Unchanged from the description included in Exhibit "E" of the Agreement, except as follows: No exceptions.

Section F – Key Personnel List: Unchanged from the description included in Exhibit "F" of the Agreement, except as follows: No exceptions.

Section G – Disclosure: Unchanged since signing Exhibit "G" of the Agreement.

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Agreement referenced herein.

Dated this _____ day of _____.

By: 
Kennedy Jenks
Peter R. Samuolis, P.E.

By: _____
City of Las Vegas