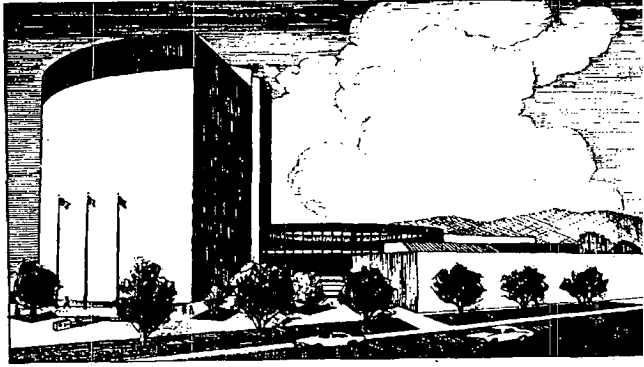




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL Meeting of

NOVEMBER 17, 2004

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT ABSENT EXCUSED

MAYOR OSCAR B. GOODMAN
(Excused from PM session)

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COUNCILMAN GARY REESE
MAYOR PRO-TEM

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COUNCILMAN LARRY BROWN

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COUNCILMAN LAWRENCE WEEKLY
(Excused from PM session)

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COUNCILMAN MICHAEL MACK

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COUNCILWOMAN JANET MONCRIEF
(Excused from AM session until 9:07 AM)

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COUNCILMAN STEVE WOLFSON

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DOUG SELBY, CITY MANAGER
(Excused from PM session)

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BRAD JERBIC, CITY ATTORNEY

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BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)

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TOM GREEN, DEPUTY CITY ATTORNEY

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BARBARA JO RONEMUS, CITY CLERK

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APPROVED BY REFERENCE: February 2, 2005

ATTEST:

CITY CLERK

MAYOR

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)

COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),

MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1), 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.

NOVEMBER 17, 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 - CHAPLAIN, COLONEL DAVID R. ROWBERRY, UNITED STATES AIR FORCE RESERVES
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF NATIONAL GEOGRAPHIC INFORMATION SYSTEMS DAY
- RECOGNITION OF PALO VERDE HIGH SCHOOL STATE TENNIS CHAMPIONS

BUSINESS ITEMS - MORNING

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

FINANCE & BUSINESS SERVICES - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of Change of Ownership and Business name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Vernor, Inc., dba Ozzie's, Paul M. Lampi, Dir, Pres, 50%, Jack N. Forbes, Dir, Secy, Treas, 50%, To: JPG Enterprises, Inc., dba Ozzies II, 5740 West Charleston Boulevard, Margaret L. Garcia, Dir, Pres, 45%, Gregory A. Qualls, Dir, Secy, Treas and Janet N. Kaai-Qualls, Dir, 55% jointly as husband and wife - Ward 1 (Moncrief)
5. Approval of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Hoosiers, Inc., dba Club 50, Wim Bosch, Dir, Pres, 50%, Paul M. Meyer, Dir, Secy, Treas, 50%, To: Yeti of Nevada, Inc., dba Maddy's, 865 North Lamb Boulevard, Suites 6, 7, 8 and 9, Shane R. Zack, Dir, Pres, 51%, Robert W. Ericksen, Dir, Secy, Treas, 49% - Ward 3 (Reese)
6. Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, Crest Lodge, Inc., dba Fong's Garden Cafe de Manila, 2021 East Charleston Boulevard, Lourdes S. Guevara, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
7. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 13 slots, Golden Route Operations, LLC, db at Olympic Garden, 1531 Las Vegas Boulevard South - Ward 3 (Reese)
8. Preapproval of the award of Bid No. 04.1730.05-LED, Anasazi Drive Overpass and Summerlin Parkway Interchange 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 - (Estimated amount \$8,000,000 - Road and Capital Projects Fund) - Ward 4 (Brown)
9. Approval of award of Contract No. 040351 for Multi-Functional Device Rental Services - Department of Information Technologies - Award recommended to: TOSHIBA BUSINESS SOLUTIONS (\$1,325,000 - Graphic Arts Internal Service Fund)
10. Preapproval of the award of Bid No. 04.1730.12-LED, I-15 Freeway Channel Project, Charleston Lateral Extension 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 - (Estimated amount \$5,000,000 - Road and Flood Capital Projects Fund) - Wards 1 and 5 (Moncrief and Weekly)
11. Approve the award of Bid No. 05.1730.05-LED, Severance Lane Diversion Sewer and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAB CONTRACTORS, INC. (\$185,000 - Sanitation Enterprise Fund) - Ward 6 (Mack)
12. Approve the award of Bid No. 050078-LED, Sprinkler and Riser Installation and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: CERTIFIED FIRE PROTECTION, INC. (\$126,896 - General Fund) - Ward 5 (Weekly)

FIRE & RESCUE - CONSENT

13. Approval of a Memorandum of Understanding between the City of Las Vegas and the American Red Cross for the transfer of Homeland Security Citizen Corps Program grant funds in the amount of \$37,096 for a Community Disaster Education Program and a Community Shelter Coordination Program - All Wards

NEIGHBORHOOD SERVICES - CONSENT

14. Approval of a Direct Loan Agreement expending \$41,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 216 Madison Avenue, Magdalene P. Denby, owner - Ward 5 (Weekly)
15. Approval of an Interlocal Agreement for shared funding of Regional Homeless Coordination and Inclement Weather Shelter - (\$131,920.00 - General Fund/Weather Shelter) - All Wards

PUBLIC WORKS - CONSENT

16. Approval of a Sewer Refunding Agreement between the City of Las Vegas and Cliff's Edge, Limited Liability Company to provide for an over-sized sewer in Tropical Parkway, Hualapai Way, Reiss Lane, Michelli Crest Way and Centennial Parkway (\$35,399.76 - Sanitation Fund) - Ward 6 (Mack)
17. Approval of Interlocal Contract 483 - Offsite Improvements adjacent to Regional Flood Control Detention Basin Projects Fiscal Year 2004 - 2005 between the City of Las Vegas, the Regional Transportation Commission (RTC), City of North Las Vegas, Clark County and the City of Henderson for engineering and construction (\$500,000 - Regional Transportation Commission) - All Wards
18. Approval of Supplemental No. 2 to Interlocal Contract 344b - Northern and Western Las Vegas Beltway between the City of Las Vegas, the City of North Las Vegas, Clark County and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$2,000,000 - Regional Transportation Commission) - Ward 6 (Mack)
19. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northwest Quarter of Section 1, Township 20 South, Range 59 East, Mount Diablo Meridian, for road, sewer and drainage purposes generally located on the south side of Peaceful Dawn Avenue, between Puli Road and Cliff Shadows Parkway alignments, APN 137-01-101-010, -101-011 - Ward 4 (Brown)
20. Approval of a Dedication from the City of Las Vegas, for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, for a bus turnout right-of-way located along Washington Avenue west of Pecos Road, APN 139-25-701-002 - Ward 3 (Reese)
21. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Southeast Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, for road, sewer and drainage purposes generally located on the west side of Fort Apache Road, between Severance Lane and Elkhorn Road alignments, APN 125-18-801-016 - Ward 6 (Mack)
22. Approval of First Supplemental Interlocal Contract LLD.04.A.03 - Local Drainage Improvements in Holmby Channel between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion - Ward 1 (Moncrief)
23. Approval of Fifth Supplemental Interlocal Contract LAS.10.R.00 - Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion - Ward 4 (Brown)
24. Approval of Supplemental Interlocal Contract 461a - ITS Communication Infrastructure Project between the City of Las Vegas and the Regional Transportation Commission (RTC) to revise the scope of the project - All Wards

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Contract 490 - Sound Walls at I-515 from I-15 to Charleston Boulevard between the City of Las Vegas and the Regional Transportation Commission (\$10,000,000 - Regional Transportation Commission [RTC]) - All Wards
26. Approval of an Engineering Design Services Agreement with Louis Berger Group, Inc., for engineering design services for the Sahara Avenue Sewer Phase IV Rehabilitation Project (\$99,696 - City of Las Vegas [CLV] Sanitation Fund) - Ward 3 (Reese)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company (NPC) for the installation of NPC facilities to provide power for streetlight service for the Durango Drive Phase 3, Special Improvement District 1481 Project (Frontage Road/Oso Blanca Road and El Capitan Way/Frontage Road) (\$10,473 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Fifth Amendment to Professional Services Agreement with Parsons Brinckerhoff Quade and Douglas, Inc., for professional services related to the continuation of engineering services in support of the design and construction of the I-15 Freeway Channel Project, Charleston Lateral Extension (\$54,849 - Clark County Regional Flood Control District [CCRFCD]) - Wards 1, 3 and 5 (Moncrief, Reese and Weekly)
29. Approval of a Professional Services Agreement with Terracon for material testing on the City of Las Vegas Special Improvement District 607 - Providence Project (\$500,000 - City of Las Vegas Special Improvement District [CLV SID] 607) - Ward 6 (Mack)
30. Approval of an Engineering Design Services Agreement with VPoint for engineering design services for the Craig Road Relief Sewer Project (\$98,470 - City of Las Vegas [CLV] Sanitation Fund) - Ward 6 (Mack)
31. Approval of an Access Agreement between the City of Las Vegas and Hickam Estates, Limited Liability Company (LLC) to allow access across the Drainage Channel located northwesterly of the intersection of Alexander Road and Durango Drive to provide legal access to, APNs 138-05-801-007, 138-05-801-038, 138-05-801-039 and 138-05-896-001 - County (near Ward 4 - Brown)
32. Approval to implement the Water Pollution Control Facility (WPCF) Technology Project (\$7,600,000 - Sanitation Enterprise Fund) - County
33. Approval of a Professional Services Agreement with HCA Architects, for the design services of Building and Safety Expansion of the West Service Center (WSC) located at 7551 Sauer Street (\$123,000 - City Facilities Capital Project Fund [CPF]) - Ward 4 (Brown)
34. Approval of an Encroachment Request from Southwest Engineering on behalf of Richmond American Homes, owner (area bounded by Deer Springs Way, Doe Brook Trail and Grand Montecito Parkway) - Ward 6 (Mack)
35. Approval of an Encroachment Request from JPL Engineering, Incorporated, on behalf of BJ Rancho Investment, Incorporated, owner (Washington Avenue west of Rancho Drive) - Ward 5 (Weekly)
36. Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf Centennial Gateway, LLC, owner (Centennial Center Boulevard north of Ann Road) - Ward 6 (Mack)
37. Approval of an Encroachment Request from L. R. Nelson, Incorporated, on behalf of Richmond American Homes Nevada, owner (southeast corner of Tule Springs Road and Sunny Springs Lane) - Ward 6 (Mack)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Mark E. Griffith and Naoma Griffith, owners (southeast corner of Whispering Sands Drive and Rainbow Boulevard, APN 125-14-201-002) - County (near Ward 6 - Mack)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - GC Wallace, Incorporated, on behalf of Silverstone I, L.P., owner (southwest corner of Ann Road and Durango Drive, APNs 125-32-501-009, 125-32-501-010, 125-32-501-011, 125-32-501-021, 125-32-501-022 and 125-32-501-023) - County (near Ward 6 - Mack)

PUBLIC WORKS - CONSENT

40. Approval of an Encroachment Request from Tower Realty on behalf of 701 Bridger Avenue, LLC, owner (Bridger Avenue between Seventh Street and Eighth Street) - Ward 5 (Weekly)
41. Approval of an Encroachment Request from Wright Engineers on behalf of Becker Equities, owner (southeast corner of Centennial Parkway and Durango Drive) - Ward 6 (Mack)
42. Approval of an Encroachment Request from Nevada Homes Group on behalf of Day Star Ventures, LLC, owner (southwest corner of Deer Springs Way and Fort Apache Road) - Ward 6 (Mack)
43. Approval of an Encroachment Request from The WLB Group on behalf of F & F Horizons Associates, LLC, owner (northwest corner of Durango Drive and Charleston Boulevard) - Ward 2 (Wolfson)
44. Approval of an Encroachment Request from Great American Homes on behalf of Univest I, LLC, owner (northeast corner of Cheyenne Avenue and Hualapai Way) - Ward 4 (Brown)
45. Approval of an Encroachment Request from Third Street Promenade, LLC, owner (northwest corner of Third Street and Ogden Avenue) - Ward 5 (Weekly)
46. Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf of PN II, Incorporated, owner (Sky Pointe Drive south of Dorrell Lane) - Ward 6 (Mack)
47. Approval of an Encroachment Request from JD Charleston, Limited Partnership, owner (southwest corner of Charleston Boulevard and Martin L. King Boulevard) - Ward 1 (Moncrief)
48. Approval to grant Mission Industries located at 1001 S. 1st Street, 695 sewer connection credits to be transferred to a new location - Ward 1 (Moncrief)

RESOLUTIONS - CONSENT

49. R-165-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)
50. R-166-2004 - Approval of a Resolution approving the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)
51. R-167-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Wards 2 and 4 (Wolfson and Brown)
52. R-168-2004 - Approval of a Resolution approving the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Wards 2 and 4 (Wolfson and Brown)
53. R-169-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (\$177,528.56 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
54. R-170-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (\$177,528.56 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
55. R-171-2004 - 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 Buffalo Drive between Cheyenne Avenue and Craig Road from 35 MPH to 45 MPH - Ward 4 (Brown)
56. R-172-2004 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Centennial Parkway between Sky Pointe Drive and Tenaya Way from 25 MPH to 35 MPH - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

57. Approval to transfer the Las Vegas Technology Center Common Areas from the City of Las Vegas to the Las Vegas Technology Center Owners Association (LVTCOA) as required by the Operating Agreement approved by the City Council on March 1, 1995, and as amended on February 2, 2000 (Gain of \$35,200 – Industrial Revenue Fund) - Ward 4 (Brown)
58. Approval to enter into a Disposition and Development Agreement (DDA) with Silver Sky Assisted Living Nevada Limited Partnership (Developer) to purchase approximately ten (10) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road, APN 138-28-401-014 to develop and construct a senior assisted living project and senior housing - Ward 2 (Wolfson)
59. Approval of an Easement and Rights-of-Way from the City of Las Vegas to the City of Las Vegas for a seventy-foot drainage and access easement on APN 138-08-801-007 in the vicinity of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)
60. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a thirty-foot Non-Exclusive Utility Easement and pump station site on APN 138-08-801-006 in the vicinity of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)
61. Approval of a Grant, Bargain, Sale Deed from the City of Las Vegas to Westbridge Associates for approximately 5,648 square feet of land located on a portion of 6208 Hargrove Avenue, commonly known as the Mirabelli Senior Center - Ward 1 (Moncrief)
62. Approval of accepting a Grant, Bargain, Sale Deed from Westbridge Associates for approximately 5,238 square feet of land located on a portion of 6250 Hargrove Avenue, commonly known as land located West of the Mirabelli Senior Center at 6208 Hargrove Avenue - Ward 1 (Moncrief)
63. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Saito Family Revocable Living Trust for real property located at 319 North 6th Street, APN 139-34-512-023 (\$437,500 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)
64. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and George G. and Clara Y. Saito for real property located at 323 North 6th Street, APN 139-34-512-022 (\$437,500 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)
65. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Antonio Cortez for real property located at 325 North 6th Street, APN 139-34-512-021 (\$450,000 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

66. Discussion and possible action on the collective bargaining bill draft request submitted to the Legislative Counsel Bureau on behalf of the City
67. Report on Las Vegas Centennial Celebration 2005

CITY ATTORNEY - DISCUSSION

68. Discussion and possible action on Appeal of Work Card Denial: Yolanda Rochelle White, 2762 Eldora Circle #D, Las Vegas, Nevada 89146
69. Discussion and possible action on Appeal of Work Card Denial: Mary L. Oliphant, 4221 Walnut Family Court, Las Vegas, NV 89115

FINANCE & BUSINESS SERVICES - DISCUSSION

70. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Delek, LLC, dba One Stop Market, 7790 West Sahara Avenue, Eliahu Elezra, Mgr, Mmbr, 100% - Ward 1 (Moncrief)
71. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Nevada Hotel Reservations, Inc., Ann S. Meyers, Dir, Pres, Secy, Treas, 100%, To: Barrick-NG, LLC, dba Nevada Hotel & Casino, 235 South Main Street, Stephen A. Crystal, Pres, Phillip L. Flaherty, COO, David W. Barrick, Secy, Barrick Gaming Operations II, LLC, Managing Mmbr, 100%, Barrick Gaming Investments II, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy, Barrick Corporation, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy - Ward 1 (Moncrief)
72. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Ann S. Meyers, 100%, To: Barrick-QHG, LLC, dba Queen of Hearts Hotel & Casino, 19 Lewis Avenue, Stephen A. Crystal, Pres, Phillip L. Flaherty, COO, David W. Barrick, Secy, Barrick Gaming Operations II, LLC, Managing Mmbr, 100%, Barrick Gaming Investments II, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy, Barrick Corporation, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy - Ward 1 (Moncrief)
73. Discussion and possible action regarding Temporary approval of a new Auctioneer License, Meir Hayon, dba Meir Hayon, 56 Ridge Road, New Jersey, Meir Hayon, 100% - New Jersey
74. Discussion and possible action regarding a new Massage Establishment License subject to the provisions of the planning and fire codes, Wolf & Wolf, dba Enchantment Day Spa Health & Wellness Center, 4588 North Rancho Drive, Suite 12, Jeffrey L. Wolf and Kelli R. Wolf, 100% jointly as husband and wife (NOTE: Item to be heard in the afternoon session in conjunction with Item 137 - SUP-5189) - Ward 6 (Mack)
75. Discussion and possible action regarding Temporary Approval of a Massage Establishment License, Jagged Edge Day Spa & Salon, dba Jagged Edge Day Spa & Salon, 1932 Rock Springs Drive, Robert T. Fogarty, Mgr, Mmbr, 100% - Ward 4 (Brown)
76. Discussion and possible action regarding a new Nonprofit Club General License, Mesquite Club, Inc., dba Mesquite Club, 702 East St. Louis Avenue, Phyllis V. Noblitt, Pres - Ward 3 (Reese)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

77. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

78. Bill No. 2004-71 - Expands the boundaries of the Live/Work Overlay District to include the Las Vegas Medical District, and allows medical office uses within the Overlay District. Proposed by: Robert S. Genzer, Director of Planning and Development
79. Bill No. 2004-72 - Revises the standards for converting public streets into private streets in existing subdivisions. Sponsored by: Councilwoman Janet Moncrief

NEW BILLS - DISCUSSION

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.

- 80. Bill No. 2004-73 - Establishes the means for allowing the use "pet boarding" in certain commercial and industrial districts. Proposed by: Robert S. Genzer, Director of Planning and Development
- 81. Bill No. 2004-74 - Expands the allowability of mixed-use developments in the C-1 and C-2 Zoning Districts, and allow such developments by means of special use permit in the C-PB Zoning District. Sponsored by: Councilman Larry Brown
- 82. Bill No. 2004-75 - Provides for the relocation of off-premise signs that are required to be removed in connection with the installation of publicly-funded improvements. Proposed by: Robert S. Genzer, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

- 83. 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

- 84. Public hearing to consider the report of expenses to recover costs for abatement of nuisance at 517 W. Van Buren Avenue. PROPERTY OWNER: CHARLES ERBACHER - Ward 5 (Weekly)
- 85. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 804 Sunny Place. PROPERTY OWNERS: THOMAS & THERESA M. ALBANESE - Ward 5 (Weekly)
- 86. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 915 H Street. PROPERTY OWNERS: ABNER HEATHMON, SR., PEARLINE HEATHMON, ABNER HEATHMON, JR., AND BARBARA N. HEATHMON - Ward 5 (Weekly)
- 87. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 1913 S. 11th Street. PROPERTY OWNER: JAMES R. KENT - Ward 3 (Reese)
- 88. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition at 4312 Dover Place. PROPERTY OWNER: DIMPLE LEE KEPLINGER - Ward 1 (Moncrief)
- 89. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 504 Rose Street. PROPERTY OWNER: MATHEW OSAYAREN - Ward 5 (Weekly)
- 90. Public hearing on local improvement district for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
- 91. Public hearing on local improvement district for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

PLANNING & DEVELOPMENT

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 - CONSENT

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

92. EOT-5421 - APPLICANT/OWNER: JAMES AND ELIZABETH BRACY, JR. - Request for a Second Extension of Time of an approved Special Use Permit (U-0072-00) WHICH ALLOWED A CHURCH/ HOUSE OF WORSHIP at 330 North 9th Street (APN 139-35-112-001), R-4 (High Density Residential) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
93. EOT-5402 - APPLICANT/OWNER: BONANZA REALTY, LLC - Request for an Extension of Time for an approved Rezoning (Z-0046-02) FROM: R-2 (MEDIUM LOW DENSITY RESIDENTIAL) AND C-M (COMMERCIAL/INDUSTRIAL) TO: C-1 (LIMITED COMMERCIAL) on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN 139-27-707-008, 139-27-712-046 through 051 and 139-27-810-001 through 004), Ward 5 (Weekly). Staff recommends APPROVAL
94. EOT-5403 - APPLICANT/OWNER: BONANZA REALTY, LLC - Request for an Extension of Time for an approved Site Development Plan Review [Z-0046-02(1)] FOR A 326 UNIT MULTI-FAMILY SENIOR APARTMENT COMPLEX WITH 20,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN 139-27-707-008, 139-27-712-046 through 051 and 139-27-810-001 through 004), R-2 (Medium Low Density Residential) and C-M (Commercial/Industrial) Zones under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Weekly). Staff recommends APPROVAL
95. EOT-5404 - APPLICANT/OWNER: BONANZA REALTY, LLC - Request for an Extension of Time for an approved Special Use Permit (U-0114-02) WHICH ALLOWED A MULTI-FAMILY SENIOR APARTMENT COMPLEX on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN 139-27-707-008, 139-27-712-046 through 051 and 139-27-810-001 through 004), R-2 (Medium Low Density Residential) and C-M (Commercial/Industrial) Zones under Resolution of Intent to C-1 (LIMITED COMMERCIAL), Ward 5 (Weekly). Staff recommends APPROVAL
96. EOT-5436 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Site Development Plan Review [Z-0076-98(18)] WHICH ALLOWED A 8,144 SQUARE FOOT COMMERCIAL DEVELOPMENT on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL
97. EOT-5437 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0116-00) WHICH ALLOWED A RESTAURANT WITH DRIVE-THROUGH on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL
98. EOT-5438 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0161-00) WHICH ALLOWED RESTRICTED GAMING IN CONJUNCTION WITH A CONVENIENCE STORE on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL
99. EOT-5439 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0115-00) WHICH ALLOWED THE SALE OF PACKAGED LIQUOR FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH A CONVENIENCE STORE on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL

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100. EOT-5440 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0114-00) WHICH ALLOWED FUEL PUMPS IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL

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101. DIR-5444 - APPLICANT/OWNER: CANYON GATE AT LAS VEGAS, INC. - Request for a Water Feature Exemption TO ALLOW THE OPERATION OF TWO WATER FEATURES for a Single Family Development and Golf Course adjacent to the north side of Sahara Avenue, approximately 1,000 feet west of Durango Drive, (APN 163-05-813-019 and 047), Ward 1 (Moncrief). Staff recommends APPROVAL
102. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 9 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL. NOTE: THIS ITEM IS BEING RENOTICED AS THE PREVIOUS NOTICE SENT FOR THE OCTOBER 20, 2004 CITY COUNCIL MEETING HAD AN ERROR REGARDING THE PREVIOUSLY APPROVED HOURS OF DELIVERY
103. ROC-5384 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO COURTYARD, LLC - Request for a Review of Condition Number 10 of an approved Rezoning (Z-0013-01) TO ELIMINATE THE REQUIREMENT FOR A MASTER SIGN PLAN TO BE SUBMITTED FOR APPROVAL OF PLANNING COMMISSION AND CITY COUNCIL PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING ON THE SITE for an approved office building on 2.82 acres adjacent to the east side of Rancho Drive, approximately 300 feet south of Charleston Boulevard (APN 162-04-101-021), R-E (Residence Estates) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 1 (Moncrief). Staff recommends APPROVAL
104. ROC-5406 - PUBLIC HEARING - APPLICANT/OWNER: ASTORIA HOMES - Request for a Review of Condition Number 5 of an approved Site Development Plan Review (SDR-2669) TO ALLOW A 6 FOOT CORNER SIDE YARD SETBACK WHERE 9 FEET IS THE MINIMUM SETBACK REQUIRED for an approved 282 lot single family detached cluster development on 30.85 acres approximately 660 feet east of Cliff Shadows Parkway, between Gilmore Avenue and Gowan Road (APN 137-12-212-001 through 282), PD (Planned Development) Zone and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends APPROVAL
105. ROC-5445 - PUBLIC HEARING - APPLICANT/OWNER: CARINA CORPORATION - Request for a Review of Condition Number 5 of an approved Site Development Plan Review (SDR-4370) TO ALLOW A 5 FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED FOR LOTS THAT HAVE A SIDE PROPERTY LINE ADJACENT TO HUALAPAI WAY (LOTS 3, 4, 9, 10, 15 and 16 ON THE APPROVED SITE PLAN) for an approved 68 lot single family 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] under Resolution of Intent to R-PD7 (Residential Planned Development - 7 Units Per Acre), Ward 6 (Mack). Staff recommends APPROVAL
106. SDR-4978 - PUBLIC HEARING - APPLICANT: LAS TUNIS, LLC - OWNER: CLARK COUNTY DEVELOPMENT CORPORATION - Request for a Site Development Plan Review FOR A 5,660 SQUARE FOOT MEDICAL OFFICE BUILDING AND WAIVERS OF TRASH ENCLOSURE SEPARATION, FRONT YARD SETBACK, AND WIDTH OF PERIMETER LANDSCAPING on 0.45 acres on James Bilbray Drive, approximately 120 feet south of Smoke Ranch Road (APN 138-23-110-032), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

107. SDR-5190 - PUBLIC HEARING - APPLICANT: MG PROPERTIES - OWNER: MARTIN W. GREENWALD - Request for a Site Development Plan Review FOR A 7,660 SQUARE FOOT COMMERCIAL ADDITION AND WAIVERS FROM PERIMETER LANDSCAPING REQUIREMENTS on 2.0 acres adjacent to the northeast corner of Rancho Drive and Lone Mountain Road (APN 125-35-401-006), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
108. SDR-5198 - PUBLIC HEARING - APPLICANT/OWNER: WILTON PARTNERS ARVILLE NO. 8, LLC - Request for a Site Development Plan Review FOR A 11,739 SQUARE FOOT COMMERCIAL BUILDING AND WAIVERS OF BUILDING PLACEMENT, FOUNDATION LANDSCAPING ALONG THE SIDEWALK, AND LANDSCAPE BUFFER STANDARDS on 1.49 acres on the west side of Arville Street, approximately 250 feet north of Sahara Avenue, (APN 162-06-412-003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
109. MOD-5267 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Major Modification to the Las Vegas Medical District PLAN IN ORDER TO REDUCE HEIGHT AND SETBACK RESTRICTIONS ON MIXED-USE DEVELOPMENTS, LIST THEM AS A SPECIFIC USE ON THE TABLE OF PERMITTED USES, PROVIDE FOR THE INCORPORATION OF THE LIVE/WORK ORDINANCE, AND CLARIFY THE TABLE OF PERMITTED USES TO UPDATE TERMINOLOGY, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
110. VAC-5130 - PUBLIC HEARING - APPLICANT: RYLAND HOMES - OWNER: CLIFFS EDGE, LLC - Petition to Vacate public rights-of-way generally located west of Puli Road, north of Centennial Parkway, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
111. VAC-5131 - PUBLIC HEARING - APPLICANT: RYLAND HOMES - OWNER: CLIFFS EDGE, LLC - Petition to Vacate U. S. Government Patent Reservations generally located west of Puli Road, north of Centennial Parkway, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
112. VAR-5114 - PUBLIC HEARING - APPLICANT/OWNER: OR INVESTMENT GROUP, LLC - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Variance TO ALLOW A 60-FOOT REAR YARD SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 408 FEET FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF TWO 10-STORY, 132-FOOT TALL BUILDINGS, A 12-STORY, 150-FOOT TALL BUILDING AND TWO 16-STORY, 195-FOOT TALL BUILDINGS on 5.84 acres adjacent to the west side of Rancho Drive, approximately 180 feet south of Lake Mead Boulevard (APN 139-19-611-002), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-3 vote) and staff recommend DENIAL
113. SUP-5111 - PUBLIC HEARING - APPLICANT/OWNER: OR INVESTMENT GROUP, LLC - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF TWO 10-STORY, 132-FOOT TALL BUILDINGS, A 12-STORY, 150-FOOT TALL BUILDING AND TWO 16-STORY, 195-FOOT TALL BUILDINGS adjacent to the west side of Rancho Drive, approximately 180 feet south of Lake Mead Boulevard (APN 139-19-611-002), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-3 vote) and staff recommend DENIAL
114. SDR-5109 - PUBLIC HEARING - APPLICANT/OWNER: OR INVESTMENT GROUP, LLC - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Site Development Plan Review and a Waiver of the Commercial Development Standards to allow a three-foot front yard setback where 20 feet is the minimum required FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF 504 RESIDENTIAL CONDOMINIUM UNITS AND 90,000 SQUARE FEET OF RETAIL SPACE IN TWO 10-STORY, 132-FOOT TALL BUILDINGS, A 12-STORY, 150-FOOT TALL BUILDING AND TWO 16-STORY, 195-FOOT TALL BUILDINGS on 5.84 acres adjacent to the west side of Rancho Drive, approximately 180 feet south of Lake Mead Boulevard (APN 139-19-611-002), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-3 vote) and staff recommend DENIAL

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115. VAR-5202 - PUBLIC HEARING - APPLICANT/OWNER: KEVIN R. AND BARBARA SIPES - Request for a Variance TO ALLOW A 2.94-ACRE DEVELOPMENT WHERE 5 ACRES IS REQUIRED FOR A RESIDENTIAL PLANNED DEVELOPMENT on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
116. ZON-5203 - PUBLIC HEARING - APPLICANT/OWNER: KEVIN R. AND BARBARA SIPES - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
117. SDR-5204 - PUBLIC HEARING - APPLICANT/OWNER: KEVIN R. AND BARBARA SIPES - Request for a Site Development Plan Review FOR A PROPOSED 7 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
118. RQR-5168 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required One Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL
- ✓ 119. RQR-5164 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: S&S # 2, LLC - Required Two Year Review of an Approved Special Use Permit (U-0042-95) WHICH ALLOWED A 50 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 410 North Eastern Avenue (APN 139-36-210-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
- ✓ 120. RQR-5165 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: LIPKIN 1992 TRUST - Required Two Year Review of an Approved Special Use Permit (U-104-02) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1501 Western Avenue (APN 162-04-605-005), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
121. RQR-5166 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: RANCHO DRIVE, LLC - Required Two Year Review of an Approved Special Use Permit (U-0037-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN on the east side of Rancho Drive, approximately 200 feet south of Rainbow Boulevard (APN 125-35-401-001), C-1 (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
- ✓ 122. RQR-5167 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: HAL-STAN, INC. - Required Two Year Review of an Approved Special Use Permit (U-0038-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3500 North Rancho Drive (APN 138-12-710-044), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL
- ✓ 123. RQR-5169 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: STEVE & RAYNELL PHILLIPS - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an Approved Special Use Permit (U-0027-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6651 West Charleston Boulevard (APN 163-02-104-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 1 (Moncrief). The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL
- ✓ 124. RQR-5170 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: BOYS CLUBS OF CLARK COUNTY, INC. - Required Two Year Review of an Approved Special Use Permit (U-0041-95) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2800 Marlin Avenue (APN 139-36-213-001), R-4 (High Density Residential) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

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125. RQR-5171 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & B PROPERTIES LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3900 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-1 vote) and staff recommend DENIAL.

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

127. SUP-4694 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL.

128. SUP-4830 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT BY 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northwest corner of Westcliff Drive and Rainbow Boulevard (APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend DENIAL.

129. SUP-5072 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: PDC AUTO TITLE LOAN - OWNER: CHARLESTON HEIGHTS DEVELOPMENT COMPANY - Request for a Special Use Permit and Waivers of the Separation Distance Standards to allow a zero-foot distance from a parcel with a similar use where 1,000 feet is the minimum required; to allow a zero-foot distance from residential uses where 200 feet is the minimum required; and a Waiver of floor area standards to allow 800 square feet where 1,500 square feet is the minimum required FOR A PROPOSED AUTO TITLE LOAN BUSINESS at 6708 West Cheyenne Avenue (APN 138-10-816-007), C-1 (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL.

130. SUP-5228 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GARTH W. LAMB - OWNER: GARTH W. LAMB AND SHARI L. HUMBLE-LAMB - Request for a Special Use Permit FOR AN EXISTING ANIMAL HOSPITAL, CLINIC, OR SHELTER WITH OUTSIDE PENS AND A PROPOSED ADDITION TO THE HOSPITAL at 5000 North Jones Boulevard (APN 125-36-302-005), R-E (Residence Estates), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL.

131. SDR-5094 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GARTH W. LAMB - OWNER: GARTH W. LAMB AND SHARI L. HUMBLE-LAMB - Request for a Site Development Plan Review and a Waiver of perimeter landscaping standards FOR A PROPOSED 2,890 SQUARE-FOOT ADDITION TO AN EXISTING ANIMAL HOSPITAL WITH OUTSIDE PENS on 2.18 acres at 5000 North Jones Boulevard (APN 125-36-302-005), R-E (Residence Estates), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL.

132. SUP-5136 - PUBLIC HEARING - APPLICANT: LLANTERA NEVADA, LLC - OWNER: LINDA L. BASCOS - Request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MINOR at 4350 East Bonanza Road (APN 140-30-803-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL.

133. SUP-5137 - PUBLIC HEARING - APPLICANT: LLANTERA NEVADA, LLC - OWNER: LINDA L. BASCOS - Request for a Special Use Permit FOR A CAR WASH (FULL SERVICE) at 4350 East Bonanza Road (APN 140-30-803-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

134. SUP-5148 - PUBLIC HEARING - APPLICANT/OWNER: ROBERTA J. GOOD AND RICHARD C. GOOD - Request for a Special Use Permit FOR A PROPOSED GUEST HOUSE/CASITA TO EXCEED THE HEIGHT OF THE MAIN DWELLING BY ONE FOOT TWO INCHES AND HAVE THREE OCCUPANT ROOMS WHERE ONE OCCUPANT ROOM IS ALLOWED at 6600 Buckskin Avenue (APN 138-11-312-018), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL
135. SUP-5181 - PUBLIC HEARING - APPLICANT/ OWNER: STREAMLINE TOWER, LLC - Request for a Special Use Permit FOR A 22 STORY, 24,000 SQUARE FOOT, MIXED USE DEVELOPMENT adjacent to the southeast corner of Las Vegas Boulevard and Ogden Avenue (APN 139-34-611-001, 011 and 012), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
136. SDR-5180 - PUBLIC HEARING - APPLICANT/OWNER: STREAMLINE TOWER, LLC - Request for a Site Development Plan Review FOR A 267 FOOT TALL, 251 UNITS AND 24,000 SQUARE FEET OF COMMERCIAL IN A MIXED USE DEVELOPMENT WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN on 1.03 acres adjacent to the southeast corner of Las Vegas Boulevard and Ogden Avenue (APN 139-34-611-001, 011 and 012), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
137. SUP-5189 - PUBLIC HEARING - APPLICANT: JEFF & KELLI WOLF - OWNER: RANCHO PINES, LP - Request for a Special Use Permit FOR A THERAPEUTIC MASSAGE ESTABLISHMENT AND A WAIVER FROM THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM A CHILD CARE FACILITY at 4588 North Rancho Drive, Suite #12 (APN 138-02-214-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). (NOTE: This item to be heard in conjunction with Morning Session Item 74) The Planning Commission (7-0 vote) and staff recommend APPROVAL
138. SUP-5191 - PUBLIC HEARING - APPLICANT/OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Special Use Permit FOR A CHILD CARE CENTER TO ACCOMMODATE A MAXIMUM OF 186 CHILDREN adjacent to the southwest corner of Tule Springs Road and Farm Road (a portion of APN 125-16-301-001 and 002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
139. SDR-5192 - PUBLIC HEARING - APPLICANT/OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Site Development Plan Review FOR A CHILD CARE CENTER on 1.53 acres adjacent to the southwest corner of Tule Springs Road and Farm Road (a portion of APN 125-16-301-001 and 002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
140. SUP-5215 - PUBLIC HEARING - APPLICANT: DAVID VANZANTEN - OWNER: JAMES POLLINS AND LUISA TAPIA - Request for a Special Use Permit FOR A TAVERN AND FOR A WAIVER OF THE 1,500 FOOT MINIMUM DISTANCE SEPARATION REQUIREMENT FROM A RELIGIOUS FACILITY at 9 West Charleston Boulevard (APN 162-03-110-109), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
141. ZON-4991 - PUBLIC HEARING - APPLICANT: RANDY BLACK, JR. - OWNER: DURANGO TOWN CENTER, LLC AND JIM MARSH AMERICAN CORPORATION - Request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER), on 4.79 acres adjacent to the southeast corner of Regena Avenue and Riley Street (APN 125-29-502-010), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
142. SDR-4985 - PUBLIC HEARING - APPLICANT: RANDY BLACK, JR. - OWNER: DURANGO TOWN CENTER, LLC AND JIM MARSH AMERICAN CORPORATION - Request for a Site Development Plan Review FOR A MEDICAL/PROFESSIONAL/RETAIL DEVELOPMENT on 22.31 acres adjacent to the southeast corner of Regena Avenue and Riley Street (APN 125-29-502-010 and 125-29-510-006, 125-29-601-002 and 020), U (Undeveloped) Zone [T-C (Town Center) General Plan Designation] and TC (Town Center) [PROPOSED: T-C (Town Center)] Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
143. ZON-5176 - PUBLIC HEARING - APPLICANT/OWNER: NEVADA H.A.N.D., INC., ET AL - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: R-5 (APARTMENT) on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 139-35-211-087, 088, 089, 090 and 091), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

144. SDR-5177 - PUBLIC HEARING - APPLICANT/OWNER: NEVADA H.A.N.D., INC., ET AL - Request for a Site Development Plan Review FOR A PROPOSED 5 STORY, 60 UNIT, MULTI-FAMILY DEVELOPMENT on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 135-35-211-087, 088, 089, 090 and 091), R-3 (Medium Density Residential) Zone [PROPOSED: R-5 (Apartment)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL
145. GPA-5120 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: GC (GENERAL COMMERCIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
146. ZON-5121 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request for a Rezoning FROM: U (UNDEVELOPED) [GC (GENERAL COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-2 (GENERAL COMMERCIAL) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
147. VAR-5124 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request for a Variance TO ALLOW 0.44 ACRES OF OPEN SPACE WHERE 0.66 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), GC (General Commercial) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units per Acre)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
148. SDR-5122 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] under Resolution of Intent to C-2 (General Commercial) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units per Acre)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission recommends APPROVAL
149. GPA-5015 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to Amend portions of the Downtown North Land Use Plan and the Downtown Centennial Plan to add the Scenic Byway as an Urban Trail along both sides of Las Vegas Boulevard between Washington and Sahara Avenues, Wards 1 and 5 (Moncrief and Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
150. GPA-5016 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend the Downtown North Land Use Plan to add the Cultural Corridor Trail, located on the west side of Las Vegas Boulevard between Washington Avenue and Bonanza Road, as an Urban Trail, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
151. GPA-5157 - PUBLIC HEARING - OWNER/APPLICANT: CITY OF LAS VEGAS - Request to amend the Master Plan Recreation and Transportation Trail Elements TO RE-DESIGNATE PORTIONS OF PROPOSED ALIGNMENTS IN DEVELOPED AREAS AS PEDESTRIAN PATHS, Ward 1, 3, 4, 5 and 6 (Moncrief, Reese, Brown, Weekly and Mack); AND TO REVISE CROSS SECTIONS, All Wards. The Planning Commission (6-1 vote) and staff recommend APPROVAL
152. GPA-5194 - PUBLIC HEARING - APPLICANT/OWNER: MARIA TORRES AND JOSE TORRES - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: R (RURAL DENSITY RESIDENTIAL) TO: L (LOW DENSITY RESIDENTIAL) on 0.46 acres at 2665 North Jones Boulevard (APN 138-14-704-015), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

153. GPA-5278 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend Policy 3.4.1 of the Las Vegas 2020 Master Plan, which currently reads as follows: "That a minimum of 30 percent of available BLM lands be planned for recreational and parks uses within the northwest sector of the city, in the general vicinity of the intersection of Kyle Canyon Road and US 95", to the following: "That a minimum of 30 percent of available BLM lands be planned as open space within the Centennial Hills Sector of the City of Las Vegas through the adoption of an open space plan". And to amend Policy 3.4.3, which currently reads as follows: "That a minimum of 20 percent of available BLM lands within the Kyle Canyon area be made available for the development of a high technology business park, research and higher education, within the northwest sector of the city", to the following: "That an adequate amount of available BLM lands within the Centennial Hills Sector of the City of Las Vegas be made available for the development of a high technology business park, research facility and/or higher education facility", Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL
154. GPA-5075 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request to amend a portion of the Southwest Sector of the General Plan FROM: SC (SERVICE COMMERCIAL) AND ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO M (MEDIUM DENSITY RESIDENTIAL) on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
155. ZON-5076 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) AND ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATIONS] TO: R-PD14 (RESIDENTIAL PLANNED DEVELOPMENT - 14 UNITS PER ACRE) on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
156. VAR-5336 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SEPARATION OF 52 FEET WHERE 90 FEET IS THE MINIMUM DISTANCE REQUIRED FROM SINGLE-FAMILY DEVELOPMENT FOR A PROPOSED 140-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), U (Undeveloped) Zone [SC (Service Commercial) and ML (Medium-Low Density Residential) General Plan Designations] [PROPOSED: R-PD14 (Residential Planned Development - 14 Units Per Acre)], Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
157. SDR-5077 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request for a Site Development Plan Review FOR A PROPOSED 140-UNIT CONDOMINIUM DEVELOPMENT on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), U (Undeveloped) Zone [SC (Service Commercial) and ML (Medium-Low Density Residential) General Plan Designations] [PROPOSED: R-PD14 (Residential Planned Development - 14 Units Per Acre)], Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
158. GPA-5182 - PUBLIC HEARING - APPLICANT/OWNER: INFIELDFIELD DEVELOPMENT II, LLC AND JOHN D. FIELD - Request to Amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 2.49 acres adjacent to the southwest corner of Alexander Road and Leon Avenue (APN 138-12-110-021 and 022), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL. (NOTE: The applicant requests to withdraw the portion of this application for APN 138-12-110-022; and to hold the remaining portion of the application for APN 138-12-110-021 to the 1/19/05 City Council meeting)
159. ZON-5183 - PUBLIC HEARING - APPLICANT/OWNER: INFIELDFIELD DEVELOPMENT II, LLC AND JOHN D. FIELD - Request for a Rezoning FROM: O (OFFICE) TO: C-1 (LIMITED COMMERCIAL) on 2.49 acres adjacent to the southwest corner of Alexander Road and Leon Avenue (APN 138-12-110-021 and 022), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL. (NOTE: The applicant requests to withdraw the portion of this application for APN 138-12-110-022; and to hold the remaining portion of the application for APN 138-12-110-021 to the 1/19/05 City Council meeting. Companion items will be SDR-5573 and VAR-5575 going on the 1/19/05 City Council meeting also.)

PLANNING & DEVELOPMENT - DISCUSSION

160. SDR-5184 - PUBLIC HEARING - APPLICANT/OWNER: INFIELT DEVELOPMENT II, LLC AND JOHN D. FIELD - Request for a Site Development Plan Review FOR A 14,000 SQUARE FOOT OFFICE BUILDING AND A 17,250 SQUARE FOOT COMMERCIAL BUILDING AND A WAIVER OF THE COMMERCIAL DEVELOPMENT STANDARDS TO ALLOW A 10 FOOT REAR SETBACK WHERE 20 FEET IS REQUIRED on 2.49 acres adjacent to the southwest corner of Alexander Road and Leon Avenue (APN 138-12-110-021 and 022), O (Office) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL. (NOTE: The applicant requests to withdraw the portion of this application for APN 138-12-110-021)
161. GPA-5205 - PUBLIC HEARING - APPLICANT: SANSONE DEVELOPMENT - OWNER: BUREAU OF LAND MANAGEMENT - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: PF (PUBLIC FACILITIES) TO: SC (SERVICE COMMERCIAL) on 4.18 acres adjacent to the southwest corner of Lake Mead Boulevard and Rock Springs Drive (APN 138-22-701-005), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
162. ZON-5206 - PUBLIC HEARING - APPLICANT: SANSONE DEVELOPMENT - OWNER: BUREAU OF LAND MANAGEMENT - Request for a Rezoning FROM: U (UNDEVELOPED) [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 4.18 acres adjacent to the southwest corner of Lake Mead Boulevard and Rock Springs Drive (APN 138-22-701-005), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL
163. GPA-5034 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: H (HIGH DENSITY RESIDENTIAL) on 16.78 acres north of Alta Drive and west of Martin L. King Boulevard (APN 139-33-202-005), Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
164. ZON-4941 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: R-PD50 (RESIDENTIAL PLANNED DEVELOPMENT - 50 UNITS PER ACRE) on 16.78 acres north of Alta Drive and west of Martin L. King Boulevard (APN 139-33-202-005), Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
165. VAR-5035 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request for a Variance TO ALLOW A 20 FOOT SETBACK WHERE 1,212 FEET IS REQUIRED on 16.78 acres north of Alta Drive and west Martin L. King Boulevard (APN 139-33-202-005), C-1 (Limited Commercial) Zone [PROPOSED: R-PD50 (Residential Planned Development - 50 Units Per Acre)], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
166. SDR-5155 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request for a Site Development Plan FOR A PROPOSED 21 STORY, 840 UNIT CONDOMINIUM DEVELOPMENT IN THREE BUILDINGS on 16.78 acres north of Alta Drive and west of Martin L. King Boulevard (APN 139-33-202-005), C-1 (Limited Commercial) Zone [PROPOSED: R-PD50 (Residential Planned Development - 50 Units Per Acre)], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
167. SUP-5196 - NOT TO BE HEARD BEFORE 4:00 P.M. - PUBLIC HEARING - APPLICANT: GARY R. BRENNAN - OWNER: JAE SUM KIM AND MIMI KIM - Appeal filed by the Applicant from the Denial by the Planning Commission of a Request for a Special Use Permit FOR A 445 UNIT RESIDENCE HOTEL adjacent to the southeast corner of Rainbow Boulevard and Rancho Drive (APN 125-35-401-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL
168. SDR-5197 - NOT TO BE HEARD BEFORE 4:00 P.M. - PUBLIC HEARING - APPLICANT: GARY R. BRENNAN - OWNER: JAE SUM KIM AND MIMI KIM - Appeal filed by the Applicant from the Denial by the Planning Commission of a Request for a Site Development Plan Review FOR A 445 UNIT RESIDENCE HOTEL on 7.8 acres adjacent to the southeast corner of Rainbow Boulevard and Rancho Drive (APN 125-35-401-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

SET DATE

169. 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

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

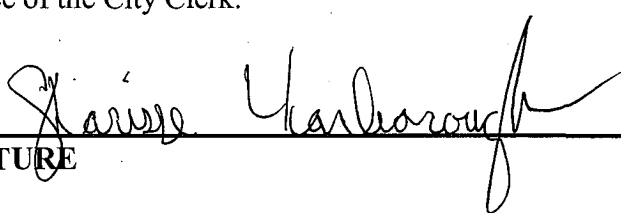
(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

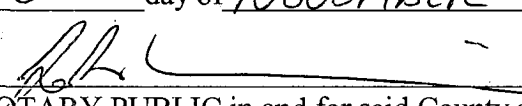
Sharisse Yarborough, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10th** day of **November, 2004**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **City of Las Vegas, City Council Meeting** to be held on the **17th day of November, 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.

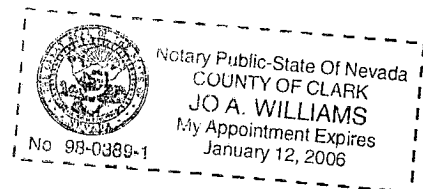

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

10th day of NOVEMBER, 2004


NOTARY PUBLIC in and for said County and State



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

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **10th** day of **November, 2004** at the hour of **3:30 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **17th day of November, 2004**, at **9:00 A.M.**, Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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



SIGNATURE

City Clerk

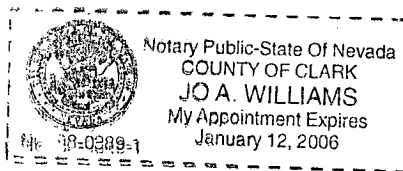
DEPARTMENT

Subscribed and sworn to before me this

10th day of NOVEMBER, 2004



NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: NOVEMBER 17, 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

MINUTES:

PRESENT: MAYOR GOODMAN (excused for the entire afternoon session) and COUNCILMEMBERS REESE, BROWN, WEEKLY (excused for the entire afternoon session), MACK, MONCRIEF (excused from the morning session until 9:07 a.m.) and WOLFSON

Also Present: CITY MANAGER DOUG SELBY (excused for the entire afternoon session), 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 RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue
(9:04)

1-1

- INVOCATION - CHAPLAIN, COLONEL DAVID R. ROWBERRY, UNITED STATES AIR FORCE RESERVES

MINUTES:

CHAPLAIN, COLONEL DAVID R. ROWBERRY, United States Air Force Reserves, gave the invocation.

(9:04- 9:07)

1-21

- PLEDGE OF ALLEGIANCE

MINUTES:

MAYOR GOODMAN led the audience in the Pledge.

(9:07 - 9:08)

1-95

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE EMPLOYEE OF THE MONTH

BACKUP DOCUMENTATION:

Submitted after meeting: copy of face of plaque for Connie Patterson, November's Employee of the Month

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward MARK VINCENT, Director, Finance and Business Services, and MARY McQUOID, Manager, Accounting and Operations, to assist him in recognizing CONNIE PATTERSON, Financial Analyst, as November's Employee of the Month. MRS. PATTERSON'S husband and children also came forward. The Mayor indicated that MRS. PATTERSON became employed with the City in January 2000 and has since then been very instrumental in setting up numerous finance-based programs, including Hansen cashier training, the travel policies and procedures, and the successful online timecard system. Her co-workers guarantee that any project MRS. PATTERSON is involved in will be prompt, easy, productive, and cost-effective.

MRS. PATTERSON is also very positive and has the ability to inspire everyone around her with her dedication. She recently assumed one of her co-workers' responsibilities after that person took early medical retirement. MR. VINCENT said that MRS. PATTERSON is an exemplary employee.

MRS. PATTERSON accepted the Employee of the Month plaque and thanked co-workers BETH and INGRID for nominating her. She felt honored to be recognized by her peers and thankful to work with such wonderful people.

(9:08 - 9:11)

1-124

CEREMONIAL BACKUP

RECOGNITION OF THE EMPLOYEE OF THE MONTH

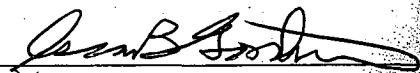


Connie Patterson

November 2004

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




MAYOR


CITY MANAGER


DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF NATIONAL GEOGRAPHIC INFORMATION SYSTEMS DAY

BACKUP DOCUMENTATION:

1. Submitted after meeting: copy of Proclamation proclaiming Wednesday, November 17, 2004, as Geographic Information Systems Day (GIS Day)
2. Submitted after meeting: copy of Certificate of Award to Jorge Morteo for 3-D GIS Urban Simulation, of which a video was shown but not submitted

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN REESE called forward ROGER JACKS, Principal of Desert Pines High School, JOSEPH MARCELLA, Director of Information Technologies, and ROBERT GENZER, Director of Planning and Development. COUNCILMAN REESE felt honored to proclaim November 17, 2004, as National Geographic Information Systems Day in the City of Las Vegas and presented each aforementioned person with a Proclamation. In celebration of this Day, City employees from Information Technologies and Planning and Development would be partnering to demonstrate cutting-edge technology to over 400 students at Desert Pines High School who are involved in the Desert Pines Academy of Information Technologies, which offers hands-on practice and exposure to careers in Information Technologies.

MR. JACKS expressed his appreciation for the opportunity to work with the City of Las Vegas and was very excited about the GIS presentation that would be given that afternoon.

As a member of the Technology Institute Board, MR. MARCELLA attested to the technology preparedness of the youth coming out of the Institute. They are very technology savvy and are doing a great job. He commended MR. JACKS.

After a 3-D GIS Urban Simulation video was shown, MR. GENZER called forward JORGE MORTEO, who spearheaded the simulation, and presented him with a Certificate of Award for taking second place in the Urban Computer Simulation competition held in San Diego, California. With this technology, planners can replicate the environment as it exists and how it might be in the future. MR. MORTEO said he was very happy to work for the City of Las Vegas and will continue to enjoy his job.

(9:11 - 9:18)

1-311

CEREMONIAL BACKUP

RECOGNITION OF NATIONAL GEOGRAPHIC INFORMATION SYSTEMS DAY

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, November 17, 2004 as Geographic Information Systems Day; and

WHEREAS; There have been widespread and rapid technological advances in hardware, software, mapping and telecommunications related to the GIS industry; and

WHEREAS; The City of Las Vegas departments of Information Technologies and Planning and Development are committed to promoting GIS awareness, education and technical training by partnering with local schools and other various groups to utilize this technology most appropriately and wisely; and

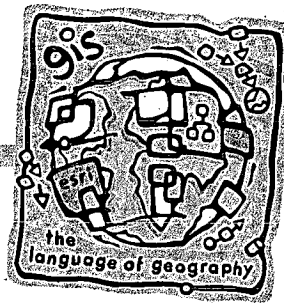
WHEREAS; The City of Las Vegas GIS users use the latest technology to help staff make better decisions, produce more sophisticated maps and provide residents with more accurate and useful information; now

THEREFORE; We, the Mayor and Members of the Las Vegas City Council, do hereby take great pride in proclaiming Wednesday, November 17, 2004 as:

Geographic Information Systems Day *(GIS DAY)*

In the City of Las Vegas and urge all citizens and employees to join us in celebrating GIS Day and participate in daylong activities.


Mayor Oscar B. Goodman



CERTIFICATE OF AWARD

MOST UNIQUE

Second Place

presented to

City of Las Vegas 3-D GIS Urban Simulations

Jorge Morteo



ESRI USER CONFERENCE

August 2004
San Diego, California

Jack Dangermond
President, ESRI

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF PALO VERDE HIGH SCHOOL STATE TENNIS CHAMPIONS

MOTION:

None required. A presentation was made.

MINUTES:

NOTE: Copies of the certificates of appreciation were not submitted.

Head Coaches GINA PICCOLO (men's team) and ZACH BRANDT (women's team) joined COUNCILMAN WOLFSON to recognize the Palo Verde High School Men's and Women's State Championship Tennis Teams, who each won in the Nevada AAAA Division.

COUNCILMAN WOLFSON presented each coach with a huge trophy as a token of pride in the accomplishments of both teams. He congratulated the players and wished them well. Both coaches thanked the COUNCIL for recognizing the hard work of the players.

COUNCILMAN WOLFSON then called forward the players of each team and said they each would receive a certificate of appreciation.

(9:18 - 9:22)

1-413

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

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

MOTION:

REESE - Motion to bring forward and STRIKE Item 57 and Hold in ABEYANCE Item 69 to 12/1/2004 - UNANIMOUS with WOLFSON not voting

MINUTES:

There was no discussion.

(9:22 - 9:23)

1-574

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council Meeting of September 1, 2004

MOTION:

REESE - APPROVED by Reference - UNANIMOUS with WOLFSON not voting

MINUTES:

There was no discussion.

(9:23)

1-603

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

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

Fiscal Impact:

☐ No Impact	Amount:	\$46,603,502.52
☒ Budget Funds Available	Dept./Division:	Accounting Operations
☐ Augmentation Required	Funding Source:	All Funds

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

BACKUP DOCUMENTATION:

Summary of cash expenditures for the period 10/16/04 - 10/31/04

Total Services and Materials Checks \$8,939,369.52
Total Payroll Checks \$5,645,294.89
Total Wire Transfers \$32,018,838.11

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

NOTE: After consideration of the Consent Items and before consideration of Item 68, COUNCILMAN MACK disclosed that the locations involved in Items 63, 64, and 65 are near the Lady Luck Hotel/Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-gaming license. Since COUNCILMAN MACK'S brother-in-law had not approached him on the aforementioned items and COUNCILMAN MACK did not believe that his brother-in-law's interests would be affected, COUNCILMAN MACK voted on Items 63, 64, and 65.

MINUTES:

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

(9:23 - 9:24/9:42)

1-611/1-1219

City of Las Vegas

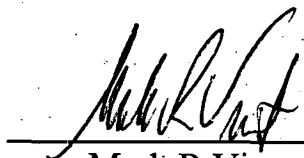
Summary of Cash Expenditures

For period of 10/16/04 - 10/31/04

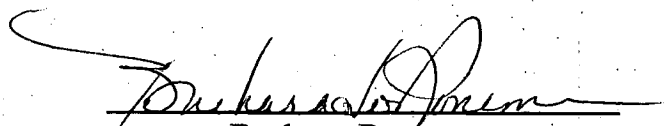
Total Services & Materials Checks :	\$8,939,369.52
Total Payroll Checks:	\$5,645,294.89
Total Wire Transfers:	\$32,018,838.11

Grand Total:	\$46,603,502.52

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

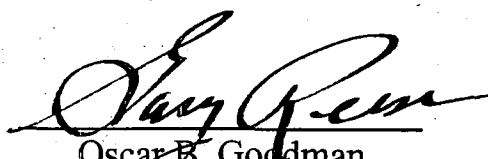


Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On November 17, 2004, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor
Gary Reese, Mayor Pro-Tem

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership and Business name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Vernor, Inc., dba Ozzie's, Paul M. Lampi, Dir, Pres, 50%, Jack N. Forbes, Dir, Secy, Treas, 50%, To: JPG Enterprises, Inc., dba Ozzies II, 5740 West Charleston Boulevard, Margaret L. Garcia, Dir, Pres, 45%, Gregory A. Qualls, Dir, Secy, Treas and Janet N. Kaai-Qualls, Dir, 55% 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 Change of Ownership and Business name for a Tavern License and a new Restricted Gaming License for 15 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Hoosiers, Inc., dba Club 50, Wim Bosch, Dir, Pres, 50%, Paul M. Meyer, Dir, Secy, Treas, 50%, To: Yeti of Nevada, Inc., dba Maddy's, 865 North Lamb Boulevard, Suites 6, 7, 8 and 9, Shane R. Zack, Dir, Pres, 51%, Robert W. Ericksen, Dir, Secy, Treas, 49% - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

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

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, Crest Lodge, Inc., dba Fong's Garden Cafe de Manila, 2021 East Charleston Boulevard, Lourdes S. Guevara, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 15 slots

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

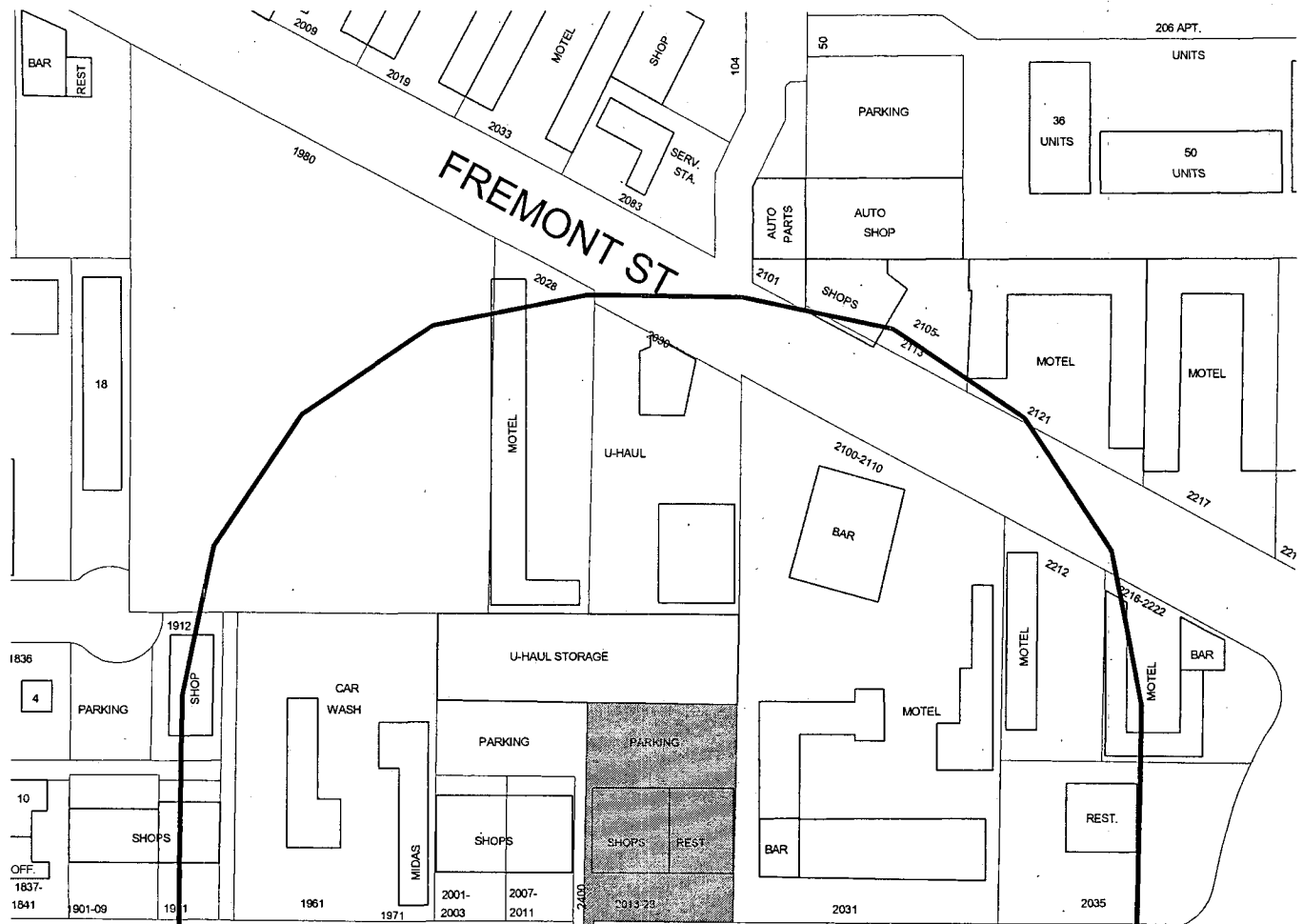
MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

FONG'S GARDEN CAFE' DE MANILA

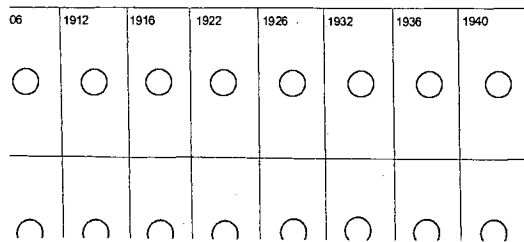


LVD

CHARLESTON BLVD

400' Radius

BALLARD DR



RESTWOOD AVE

TERN AVE

0 80 160 Feet

006



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 13 slots, Golden Route Operations, LLC, db at Olympic Garden, 1531 Las Vegas Boulevard South - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 13 slots

RECOMMENDATION:

Recommend approval subject to the conditions approved by the Nevada Gaming Commission

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

OLYMPIC GARDEN



0 100 200 Feet



007



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Preapproval of the award of Bid No. 04.1730.05-LED, Anasazi Drive Overpass and Summerlin Parkway Interchange 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 - (Estimated amount \$8,000,000 - Road and Capital Projects Fund) - Ward 4 (Brown)

Fiscal Impact:

☐	No Impact	Amount:	\$8,000,000.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Road and Capital Projects Fund

PURPOSE/BACKGROUND:

This project is for the construction of a bridge structure on Anasazi Drive consisting of post tension concrete box girder, construction of traffic signal system at the Anasazi Drive Interchange, placement of aggregate base, plant mix bituminous base, bituminous surface, open graded plantmix, sidewalks, median island, curb and gutter, storm drainage pipes, inlets and manholes, and other related work.

PCC: L. E. Davis

RECOMMENDATION:

That the City Council preapprove the award of Bid No. 04.1730.05-LED, Anasazi Drive Overpass and Summerlin Parkway Interchange to the lowest responsive and responsible or best bidder and the construction conflicts and contingency reserve set by Finance and Business Services. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

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

Approval of award of Contract No. 040351 for Multi-Functional Device Rental Services - Department of Information Technologies - Award recommended to: TOSHIBA BUSINESS SOLUTIONS (\$1,325,000 - Graphic Arts Internal Service Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$1,325,000.00
☒	Budget Funds Available	Dept./Division:	Information Technologies
☐	Augmentation Required	Funding Source:	Graphic Arts Internal Service Fund

PURPOSE/BACKGROUND:

This contract will provide Multi-Functional Device (copier) Rental Services throughout the City from date of award through December 31, 2008. The contract provides an aggregate savings of \$470,000 over (48) forty-eight months, even while including an option for (10) ten color machines. Award of contract is a result of RFP 040351.

PCC: C. White

POC: Jeff Gleen - (702) 878-9771

RECOMMENDATION:

That the City Council approve the award of Contract No. 040351, for Multi-Functional Device Rental Services to Toshiba Business Solutions in the amount of \$1,325,000 from date of award through December 31, 2008. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Preapproval of the award of Bid No. 04.1730.12-LED, I-15 Freeway Channel Project, Charleston Lateral Extension 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 - (Estimated amount \$5,000,000 - Road and Flood Capital Projects Fund) - Wards 1 and 5 (Moncrief and Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$5,000,000.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Road and Flood Capital Projects Fund

PURPOSE/BACKGROUND:

This project provides for the construction of an extension of the flood control facility for the I-15 Freeway Channel consisting of the Charleston Lateral Extension. Work includes, but is not limited to, construction of lateral systems at Charleston Boulevard and Rancho Lane, with channel reaches at Rancho Drive to Westwood Drive and Rancho Drive to Tonopah Drive to Charleston Boulevard. Work also includes installation of single pre-cast box culvert, lateral storm piping, drop inlets, sanitary sewer piping and other related work.

PCC: L. E. Davis

RECOMMENDATION:

That the City Council preapprove the award of Bid No. 04.1730.12-LED, I-15 Freeway Channel Project, Charleston Lateral Extension to the lowest responsive and responsible or best bidder and the construction conflicts and contingency reserve set by Finance and Business Services. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approve the award of Bid No. 05.1730.05-LED, Severance Lane Diversion Sewer and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAB CONTRACTORS, INC. (\$185,000 - Sanitation Enterprise Fund) -Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$185,000.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

The work to be performed under this contract is located on Bradley Road between Severance Lane and Elkhorn Road. The work involves the construction of a sanitary sewer diversion manhole and a PVC sewer line including, but not limited to, removal of structures and obstructions, sanitary sewer pipe, sanitary sewer manholes, traffic control and maintenance, construction surveying and dust control.

PCC: L. E. Davis

POC: Mark Ireland - (702) 642-3033

RECOMMENDATION:

That the City Council approve the award of Bid No. 05.1730.05-LED, Severance Lane Diversion Sewer to Tab Contractors, Inc. in the amount of \$185,000 and approve a construction conflicts and contingency reserve of \$18,500. Authority to execute the contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approve the award of Bid No. 050078-LED, Sprinkler and Riser Installation and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: CERTIFIED FIRE PROTECTION, INC. (\$126,896 - General Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$126,896.00
☒ Budget Funds Available	Dept./Division:	Field Operations
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

The work to be performed under this contract is to tie the existing fire pump into the three story structure of the City Hall Complex located at 400 Stewart Avenue. Work includes the installation of the riser for all three floors, the sprinkler system for the second floor, wet stand pipe and tamper valves for all three floors.

PCC: L. E. Davis

POC: Douglas Sartain - (702) 873-5995

RECOMMENDATION:

That the City Council approve the award of Bid No. 050078-LED, Sprinkler and Riser Installation to Certified Fire Protection, Inc. in the amount of \$126,896 and approve a construction conflicts and contingency reserve of \$12,689. Authority to execute the contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID WASHINGTON

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Memorandum of Understanding between the City of Las Vegas and the American Red Cross for the transfer of Homeland Security Citizen Corps Program grant funds in the amount of \$37,096 for a Community Disaster Education Program and a Community Shelter Coordination Program - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Memorandum between the City of Las Vegas and the American Red Cross will facilitate the transfer of \$37,096 from the City to support two programs for the American Red Cross. The first program is for a Community Disaster Education Program in the amount of \$18,048. The second program is a Community Shelter Coordination Program in the amount of \$19,048. These funds are from the FY2004 Homeland Security Citizens Corps Program grant.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Memorandum of Understanding

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF LAS VEGAS AND AMERICAN RED CROSS**

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

WHEREAS, the **AMERICAN RED CROSS SOUTHERN NEVADA CHAPTER** (hereinafter "Subrecipient") is a committed participant in the Program and funds totaling \$37,096.00 are designated within the City grant to support the Subrecipient's "Community Shelter Coordination" and "Community Disaster Education" programs; and,

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

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

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

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

TO SUBRECIPIENT:

American Red Cross Southern Nevada Chapter
Penney Towers, Chief Executive Officer
3672 N. Rancho Drive
Las Vegas, NV 89130

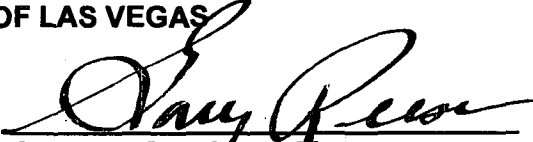
TO CITY:

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

IN WITNESS WHEREOF, the parties have approved this Agreement on this 17th
day of November, 2004, and their authorized officers have affixed their
names hereto.

CITY OF LAS VEGAS

By:


~~Oscar B. Goodman, Mayor~~
Gary Reese, Mayor Pro-Tem

Date

11/19/2004

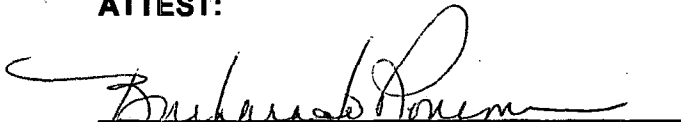
APPROVED AS TO FORM:


Daniel Still, Deputy City Attorney

Date

10/19/04

ATTEST:

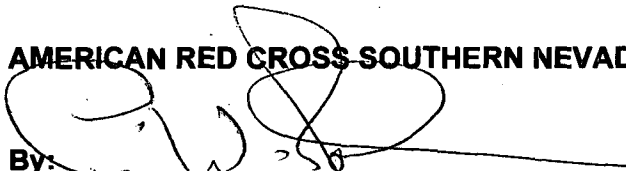

Barbara Jo Ronemus, City Clerk

Date

11/19/04

AMERICAN RED CROSS SOUTHERN NEVADA CHAPTER

By:


Craig Johnson, Board Chairman

Date

10/5/04


Penney Towers, CEO

Date

10-1-04

ATTEST:


Debbie Herman, Board Secretary

Date

10/5/04

EXHIBIT "A"

SCHEDULE OF PROGRAM FUNDS AND SCOPE OF WORK American Red Cross Southern Nevada Chapter

COMMUNITY DISASTER EDUCATION PROGRAM	TOTAL
Planning and staff expenses	\$ 13,548.00
Travel expenses	\$1,500.00
Equipment/supply expenses	\$2,000.00
Other/Miscellaneous	\$1,000.00
TOTAL	\$18,048.00

SCOPE OF WORK SUMMARY (COMMUNITY DISASTER EDUCATION PROGRAM):

- 1st Quarter
Train and coordinate community disaster education instructors
Identify training sites
Prepare course materials and resources
Schedule community disaster education courses and provide a schedule to the City.
- 2nd Quarter
Train 100 students within the Las Vegas/Clark County region
- 3rd Quarter
Offer supplemental courses focusing on specific disasters, mitigation/preparedness.
Train 100 students within the Las Vegas/Clark County region
- 4th Quarter (contingent upon NDEM Program extension)
Train 100 students within the Las Vegas/Clark County region

COMMUNITY SHELTER COORDINATION PROGRAM	TOTAL
Planning and staff expenses	\$ 13,548.00
Travel expenses	\$1,500.00
Equipment/supply expenses	\$3,000.00
Other/Miscellaneous	\$1,000.00
TOTAL	\$19,048.00

(con't)

EXHIBIT "A" (con't)

SCHEDULE OF PROGRAM FUNDS AND SCOPE OF WORK American Red Cross Southern Nevada Chapter

SCOPE OF WORK (COMMUNITY SHELTER COORDINATION PROGRAM)

- **1ST Quarter**

Identify fifteen (15) facilities by City ward and/or zip code and complete shelter surveys to include the identification of facility resources, contacts, and the development of floor plans for shelter set-up¹.

- **2nd Quarter**

Identify fifteen (15) facilities by City ward and/or zip code and complete shelter surveys to include the identification of facility resources, contacts, and the development of floor plans for shelter set-up¹.

Provide one, 5-hour shelter operations course to participants identified and recruited by the City of Las Vegas at the time and location specified by City.

- **3rd Quarter**

Identify fifteen (15) facilities by City ward and/or zip code and complete shelter surveys to include the identification of facility resources, contacts, and the development of floor plans for shelter set-up¹.

Provide one, 5-hour shelter operations course to participants identified and recruited by the City of Las Vegas at the time and location specified by City.

- **4th Quarter (contingent upon NDEM Program extension)**

Identify fifteen (15) facilities by City ward and/or zip code and complete shelter surveys to include the identification of facility resources, contacts, and the development of floor plans for shelter set-up¹.

Provide one, 5-hour shelter operations course to participants identified and recruited by the City of Las Vegas at the time and location specified by City.

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¹ A copy of all shelter facility surveys and floor plan set up diagrams will be provided to the City in an electronic format compatible with Microsoft Office 2000 applications.

EXHIBIT "B"

CITY OF LAS VEGAS PROGRAM ASSURANCES

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

December 15, 2004

March 15, 2005

June 15, 2005

*September 15, 2005 (contingent upon NDEM Program extension)

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

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

###

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Direct Loan Agreement expending \$41,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 216 Madison Avenue, Magdalene P. Denby, owner - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$41,000.00
☒	Budget Funds Available	Dept./Division:	Neigh. Svcs./Neigh. Devel.
☐	Augmentation Required	Funding Source:	HOME

PURPOSE/BACKGROUND:

Mrs. Denby and her husband are an elderly couple with an annual household income of \$29,772. This income level qualifies Mrs. Denby for a HOME funded 3% Direct Housing Rehabilitation Loan. The requested funding will cover the cost from the low responsive bidding contractor, work contract contingency, preliminary title report, credit report, recording fees and real estate appraisal.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Direct Loan Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - **UNANIMOUS** with **WOLFSON** not voting and **MACK** abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

DIRECT LOAN AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November, 2004 by and between the City of Las Vegas, a municipal corporation of the State of Nevada, (herein the "City"), and Magdalene P. Denby (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 216 Madison Avenue which more particularly described as:

VALLEY VIEW ADDITION
PLAT BOOK 1 PAGE 50
LOT 4 BLOCK 18
CITY OF LAS VEGAS
COUNTY OF CLARK
STATE OF NEVADA
APN: 139-27-211-010

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: Roofing, doors, paint, electrical and plumbing, windows, carpentry (hereinafter "Rehabilitation Work") and

WHEREAS, the Owner desires to obtain from the City a loan which is to be used solely for the rehabilitation 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 Thirty seven thousand three hundred seventy and 37/100--Dollars (\$37,370.37) (herein the "HOME" Program Loan) which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work 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.

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 \$37,370.37, 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.

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 \$37,370.37. 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 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 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 cease 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.

7. The Owner acknowledges that the loan is comprised of federal HOME 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:

- (1) The term of compliance is 10 years.
- (2) The Property must be used as the Owner's principal home.
- (3) No temporary subleases of Owner's home are allowed;
- (4) Federal funds, which comprise the loan, must be recaptured upon sale, transfer or change of ownership of Owner's home.
- (5) In the event of foreclosure, all deed restrictions contained herein in this provision and the Deed of Trust will terminate.
- (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.

8. 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 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. An approved subordination will be allowed once during the affordability period.

9. 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.

10. 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:

Magdalene P. Denby
216 Madison Avenue
Las Vegas, NV 89106

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

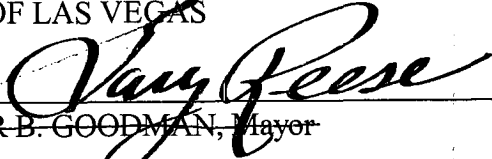
- A. The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records 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:

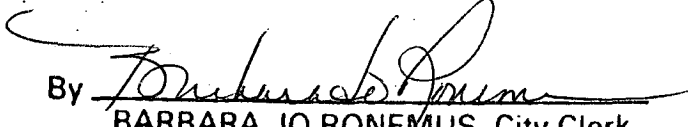

OSCAR B. GOODMAN, Mayor

Gary Fleese, Mayor Pro-Tem

ATTEST:

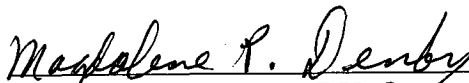
Attest:

By


BARBARA JO RONEMUS, City Clerk

Approved as to form:


Date


MAGDALENE P. DENBY, Owner

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Interlocal Agreement for shared funding of Regional Homeless Coordination and Inclement Weather Shelter - (\$131,920.00 - General Fund/Weather Shelter) - All Wards

Fiscal Impact:

☐ No Impact	Amount:	\$131,920.00
☒ Budget Funds Available	Dept./Division:	Neigh. Svcs./Neigh. Admin
☐ Augmentation Required	Funding Source:	General Fund/Weather Shelter

PURPOSE/BACKGROUND:

Since its creation, the SNRPC's Committee on Homelessness has undertaken several significant tasks relating to the regional issue of homelessness, including the establishment of inclement weather shelter for 03/04 as well as regional coordination. Clark County contracted with the Shade Tree, Salvation Army, Center for Independent Living, and Catholic Charities to provide up to 298 beds for men, women and children. The total cost of regional homeless coordination and inclement weather shelter is \$388,000 and will be shared among all local government entities on a population-based formula.

RECOMMENDATION:

Staff recommends funding approval of the city of Las Vegas' portion of the regional homeless coordination and inclement weather shelter totaling \$131,920.

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

**INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
REGIONAL HOMELESS COORDINATION
AND INCLEMENT WEATHER SHELTER**

This Interlocal Agreement is made and entered into this 2nd day, of November 2004, by and between the COUNTY of CLARK (hereinafter referred to as "County"), the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as "Cities").

WITNESSETH:

WHEREAS, County and Cities executed an Interlocal Agreement for the formation of the Southern Nevada Regional Planning Coalition (SNRPC) dated January 27, 2000, which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

WHEREAS, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

WHEREAS, the SNRPC has approved the formation of a Technical Committee on Homelessness to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "Committee"); and

WHEREAS, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function.

NOW, THEREFORE, the following have been mutually agreed upon by all parties:

**SECTION I: REGIONAL HOMELESS COORDINATION AND INCLEMENT
WEATHER HOMELESS ACTIVITIES**

The Committee on Homelessness is responsible for approving a comprehensive homeless plan and will oversee the coordination of regional homeless activities. The Regional Homeless Coordinator hired to implement the Committee's vision, philosophy of service, and regional approach to homelessness, is working to develop a comprehensive plan for the homeless for consideration by the Committee, which would include provisions for the homeless during inclement weather conditions. The Committee recognizes the continuing immediate need to provide for the welfare and safety of the homeless, and until a comprehensive homeless strategic

plan is ready for consideration and implementation, agree to commit funds on a population-based formula for the duration of the agreement (July 1, 2004 through June 30, 2005), not to exceed amounts stated in Exhibit A for regional homeless coordination, inclement winter weather shelter, and inclement summer day shelter.

The Regional Homeless Coordinator will work with the political subdivisions, providers, and the public to incorporate these seasonal activities as a priority in the comprehensive homeless strategic plan to improve housing and service programs for the homeless in Clark County (among public, private, and non-profit jurisdictions), address competing goals and conflicting services, and reduce/eliminate duplication of services.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

Funding for regional homeless coordination and inclement weather activities will be shared among County and the Cities on a population-based formula, not to exceed amounts stated in Exhibit A. County will bill cities upon the effective date of the interlocal agreement, July 1, 2004, and funds must be received within 30 days of billing.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause

1. Upon thirty days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

B. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.

C. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

D. Terms of Agreement Parties agree to reimburse the County for costs related to Regional Homeless Coordination, Inclement Winter Weather Shelter, and Inclement Summer Day Shelter for the 2004/2005 fiscal year beginning July 1, 2004, unless the Interlocal Agreement is terminated as set forth in paragraph A above.

E. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective, unless or until, it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

F. Other Party Liability County and Cities, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.

G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly

named a party hereto.

- H. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.
- I. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.
- K. Independent Contractor County and Cities are independent entities and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Agreement.
- L. Entire Interlocal Agreement This executed Interlocal Agreement contains the entire agreement among County and Cities relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.
- M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2004 through June 30, 2005.

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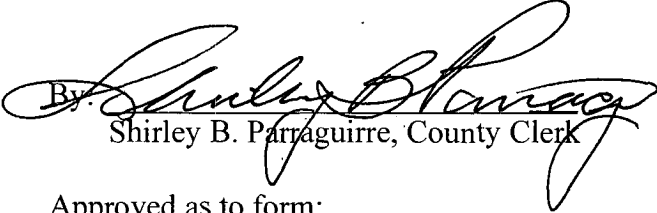
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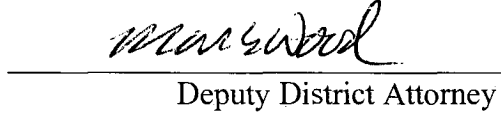
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IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day and year first written above.

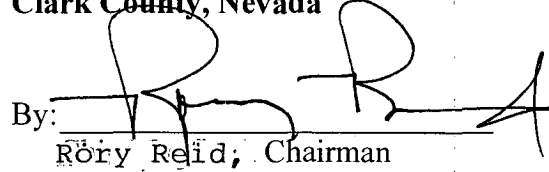
Attest:

By: 
Shirley B. Parraguirre, County Clerk

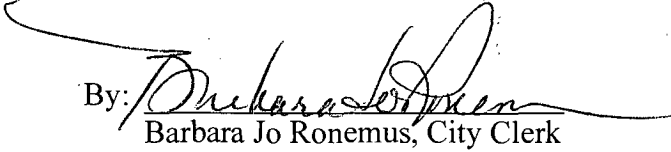
Approved as to form:


Deputy District Attorney

Board of County Commissioners
Clark County, Nevada

By: 
Rory Reid, Chairman

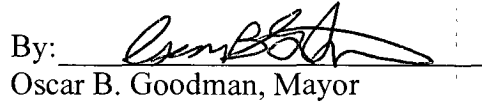
Attest:

By: 
Barbara Jo Ronemus, City Clerk

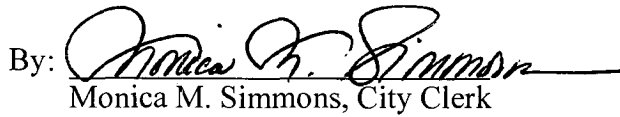
Approved as to form:

 1/28/05
City Attorney

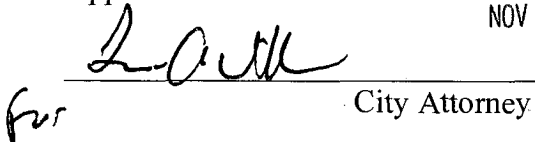
City of Las Vegas, Nevada

By: 
Oscar B. Goodman, Mayor

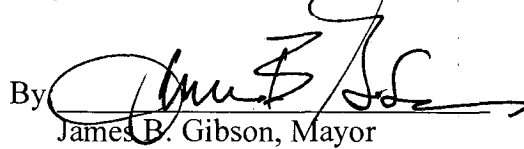
Attest:

By: 
Monica M. Simmons, City Clerk

Approved as to form:


for City Attorney

City of Henderson, Nevada

By: 
James B. Gibson, Mayor

COUNCIL ACTION
NOV 2 2004

Attest:

By:

~~Eileen Sevigny, City Clerk~~

Karen L. Storms, CMC
City Clerk

Approved as to form:

James T. McGuire
City Attorney

City of North Las Vegas, Nevada

By:

Michael L. Montandon
Michael L. Montandon, Mayor

Attest:

By:

Pamella A. Malmstrom
~~Vicki G. Mayes, City Clerk~~
Pamella A. Malmstrom
Acting City Clerk

City of Boulder City, Nevada

By:

Robert S. Ferraro
Robert S. Ferraro, Mayor

APPROVED AS TO FORM:

Dave Olsen

Dave Olsen, City Attorney

EXHIBIT A
**REGIONAL HOMELESS COORDINATION,
WINTER INCLEMENT WEATHER SHELTER,
AND SUMMER INCLEMENT WEATHER DAY SHELTER
SHARED FUNDING AMOUNTS**

Population based shared funding distribution between municipalities assuming a total funding amount of \$423,000:

REGIONAL HOMELESS COORDINATION

		Amt. Paid	Bal. Due
		Jan. 2004 - June 2004	July 2004 - June 2005
County of Clark (43%)	\$30,100.00	\$15,050.00	\$15,050.00
City of Las Vegas (34%)	\$23,800.00	\$11,900.00	\$11,900.00
City of Henderson (13%)	\$ 9,100.00	\$ 4,550.00	\$ 4,550.00
City of North Las Vegas (9%)	\$ 6,300.00	\$ 3,150.00	\$ 3,150.00
City of Boulder City (1%)	<u>\$ 700.00</u>	<u>\$ 350.00</u>	<u>\$ 350.00</u>
Total	\$70,000.00	\$35,000.00	\$35,000.00

WINTER INCLEMENT WEATHER SHELTER

County of Clark (43%)	\$141,470.00
City of Las Vegas (34%)	\$111,860.00
City of Henderson (13%)	\$ 42,770.00
City of North Las Vegas (9%)	\$ 29,610.00
City of Boulder City (1%)	<u>\$ 3,290.00</u>
Total	\$329,000.00

SUMMER INCLEMENT WEATHER DAY SHELTER

County of Clark (43%)	\$10,320.00
City of Las Vegas (34%)	\$ 8,160.00
City of Henderson (13%)	\$ 3,120.00
City of North Las Vegas (9%)	\$ 2,160.00
City of Boulder City (1%)	<u>\$ 240.00</u>
Total	\$24,000.00

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Refunding Agreement between the City of Las Vegas and Cliff's Edge, Limited Liability Company to provide for an over-sized sewer in Tropical Parkway, Hualapai Way, Reiss Lane, Michelli Crest Way and Centennial Parkway (\$35,399.76 - Sanitation Fund) - Ward 6 (Mack)

Fiscal Impact:

☐ No Impact	Amount:	\$35,399.76
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	Sanitation Fund

PURPOSE/BACKGROUND:

Cliff's Edge, Limited Liability Company is developing property known as "Providence". This agreement provides \$35,399.76 for an over-sized sewer in Tropical Parkway, Hualapai Way, Reiss Lane, Michelli Crest Way and Centennial Parkway. Total costs for this project shall not exceed \$35,399.76.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Sewer Refunding Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

SEWER REFUNDING AGREEMENT

(Sewer Trunk Over-sizing)

THIS AGREEMENT, made and entered into this 17th day of November, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and Cliff's Edge, LLC (hereinafter referred to as to "Developer"),

W I T N E S S E T H:

WHEREAS, the City is the governmental entity to which is delegated the responsibility of providing sewer service to persons who reside within its corporate boundaries; and

WHEREAS, the Developer is engaged in the development of that certain parcel of real property which is known as "Providence" (the "Development" herein), which Development has been approved by the City; and

WHEREAS, the limited financial resources of the City prevent the immediate expansion of its municipal sewer system to the Development; and

WHEREAS, the Plumbing Code of the City permits the expansion of such municipal sewer system through the use of private funds at the discretion of the City; and

WHEREAS, said Code further provides that the City may reimburse a developer who constructs, at the request of the City, a sewer trunk line (hereinafter referred to as the Project) of a size which is in excess of

1 the size that would otherwise be required to serve its development for a
2 portion of the costs which such developer incurs in constructing such
3 oversized sewer trunk line; and

4 WHEREAS, it is the intent of the Parties hereto to provide for the
5 reimbursement to the Developer of the costs which the Developer will
6 incur in constructing and installing the Project at a size which is in
7 excess of the size that would otherwise be required to serve the
8 Development;

9 NOW, THEREFORE, for and in consideration of the premises and of
10 the mutual promises and agreements which are hereinafter set forth, the
11 parties hereto agree as follows:

12 SECTION I - DEFINITIONS

13 A. "Over-sizing" means the difference between the diameter of
14 the Project, had the Project been constructed and installed
15 at the size which would otherwise be required to serve the
16 Development, and the diameter of the Project, at the request
17 of the City, that is actually constructed and installed.

18 B. "Plans and specifications" means the engineering designs,
19 drawings and specifications which give a detailed description
20 of the complete construction and installation of the Project,
21 including the over-sizing, which plans and specifications
22 have heretofore been submitted to, and approved by, the City.
23 Copies of the plans and specifications are on file with the
24 City's Department of Public Works.

1 C. "Uniform Standard Specifications" means those publications
2 entitled, "Uniform Standard Specifications for Public Works
3 Construction, Off-Site Improvements, Clark County Area,
4 Nevada, Third Edition" adopted by the City of Las Vegas, June
5 16, 1993, and "Design and Construction Standards for
6 Wastewater Collection Systems, 1991" adopted by the City of
7 Las Vegas, August 21, 1991.

8 SECTION II - OBLIGATIONS OF DEVELOPER

9 A. Covenant of Installation:

10 1. The Developer hereby agrees to construct and install
11 the entire Project, in accordance with the plans and
12 specifications, at its sole cost and expense, subject
13 to the right of the City to designate the type of
14 appurtenances and any other relevant matter which it
15 considers is necessary for the construction of its
16 municipal sewer system provided, however, that the City
17 agrees to reimburse the Developer for the costs which
18 the Developer incurs in constructing and installing the
19 over-sizing. It is acknowledged that the limits of the
20 Project are designated on Exhibit "A" which is attached
21 hereto and by this reference made a part hereof.

22 2. The Project shall include all materials and equipment,
23 such as sewer lines, manholes, lateral stub-outs and
24 other appurtenances which are constructed and installed

1 between the boundary of the Development which is
2 nearest to the terminal point of the City's existing
3 sewer system and such terminal point as is more
4 particularly shown on Exhibit "A".

5 3. The Developer agrees to perform all survey and design
6 work which is necessary for the construction and
7 installation of the Project, in accordance with the
8 plans and specifications, at its sole cost and expense
9 without any right of reimbursement from the City.

10 B. Basis for Estimated Costs:

11 It is acknowledged that the estimated costs for which the
12 Developer is entitled to reimbursement for constructing and
13 installing the over-sizing which is provided for in Section
14 IV hereof is based upon written bids for the installation of
15 the Project which the Developer has obtained from at least
16 three (3) contractors who are duly licensed by the State of
17 Nevada and are acceptable to the City. (The City may waive
18 the requirement of written bids if good cause for such waiver
19 is shown by the Developer, in which event the estimated costs
20 of the over-sizing will be established in a manner which is
21 mutually acceptable to the City and to the Developer.)

22 C. Installation Standards:

23 The Developer agrees that the Project will be installed in a
24 good and workmanlike manner according to the plans and

1 specifications, the Uniform Standard Specifications and the
2 Design and Construction Standards for Wastewater Collection
3 Systems.

4 SECTION III - RIGHT OF REIMBURSEMENT

5 It is understood and agreed by the Parties hereto that the
6 Developer shall be reimbursed for the costs which it incurs in
7 constructing and installing the project, subject to the
8 limitations which are contained in Section VII hereof. It is
9 specifically understood, however, that all of the costs and
10 expenses of installing a sewer system within the Development are
11 the sole responsibility of the Developer without any right of
12 reimbursement from the City.

13 SECTION IV - COSTS OF EXTENSION AND OVERSIZING

14 AND AMOUNT REFUNDABLE

15 A. It is agreed by the Parties hereto that the costs of the
16 construction and installation of the extension and over-
17 sizing which are subject to reimbursement under the terms of
18 this Agreement have been determined pursuant to the
19 calculations set forth on Exhibit "B" which is attached
20 hereto and by this reference made a part hereof.

21 B. It is acknowledged that the estimated costs of the
22 construction and installation of the over-sizing which are
23 set forth on Exhibit "B" are based upon estimates which have
24 been obtained by the Developer and approved by the City and

1 represent, subject to the limitations which are contained in
2 Section VII hereof, the maximum amount to which the Developer
3 will be entitled to reimbursement for the construction and
4 installation of the Project. All other costs and expenses
5 which the Developer incurs in connection with the Project
6 shall be the responsibility of the Developer. Additionally,
7 if the actual costs of the construction and installation of
8 the extension are less than the estimated costs thereof, the
9 Developer shall be entitled to reimbursement only for such
10 actual costs, subject to the limitations which are contained
11 in Section VII hereof.

12 SECTION V - OBLIGATIONS OF CITY

- 13 A. The City will reimburse the Developer, within thirty (30)
14 calendar days after the City's acceptance of the Project, for
15 that portion of the costs thereof which are attributable to
16 the over-sizing, as the same is determined in accordance with
17 Section IV above.
- 18 B. As a condition precedent to any such reimbursement, the
19 Developer must submit to the City a written request for
20 payment, a statement of completion of the Project (per plans
21 and specifications), a lien release from the Developer's
22 contractor(s) and materials suppliers for all materials and
23 labor, a statement from all subcontractors affirming that
24 they have received payment in full, an itemized invoice

1 reflecting actual costs paid and a bill of sale transferring
2 the ownership of the sewer line and appurtenances to the
3 City.

4 C. The City agrees, by its acceptance of the Project, to be
5 responsible for the operation and maintenance thereof, except
6 as is otherwise provided in Section X hereof which pertains
7 to repairs that are necessitated by any defective material or
8 faulty workmanship in the construction and installation of
9 the Project or the faulty design thereof.

10 SECTION VI - TIME OF PERFORMANCE

11 This Agreement shall become effective upon the execution hereof
12 and the right of the Developer to reimbursement hereunder shall
13 cease and terminate when the Developer has received full
14 reimbursement of the costs which are incurred therefor.

15 SECTION VII - LIMITATION ON AMOUNT OF REIMBURSEMENT

16 The right of reimbursement for the over-sizing shall be limited to
17 the estimated costs of the over-sizing which are set forth on
18 Exhibit "B" or the actual direct costs which are attributable to
19 the over-sizing, whichever is the lesser.

20 SECTION VIII - GUARANTEE OF RIGHT OF ACCESS

21 A. In order to guarantee that the City will have access to any
22 and all portions of the Project for the purpose of
23 maintaining and repairing the same, the Developer hereby
24 agrees that:

1. Except as is otherwise provided in Paragraph 3 hereof the Developer will dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is twenty (20) feet in width, extending the length of the Project, and which contains the Project;
2. If the Project is installed on privately owned lands, other than lands which are owned by the Developer, the Developer will obtain and dedicate to the City an easement over and across, or fee title to, as requested by the City, a strip of land which is twenty (20) feet in width, extending the length of the Project, and which contains the Project;
3. If the land in which the Project is installed will become part of a street which will be dedicated for public use, as a part of the Development, the right of access shall be included in the dedication of that street; and
4. Any such dedication shall provide therein that no building, structure, tree, shrub or other improvement or obstacle may be placed in or near the area which is dedicated thereby in such a manner as to interfere with the use of such strip of land in accordance with the provisions hereof, and any easement which is conveyed

1 to the City shall additionally provide for the right of
2 the City to operate, maintain, repair, replace or
3 relocate the Project or to alter the size, number of
4 pipelines or other appurtenances which are installed
5 therein.

6 SECTION IX - RIGHT OF INSPECTION

7 The City shall have the right, but not the obligation, at any time
8 and from time to time to inspect the construction and installation
9 of any part of the Project. The Developer agrees that any
10 inspection of the installation of the Project which is conducted
11 by the City hereunder or the City's subsequent acceptance of the
12 Project shall not relieve or release the Developer from its
13 responsibility to correct any defective material or faulty
14 workmanship, or both, in the construction and installation of the
15 Project or any problem which results from the negligent design
16 thereof as provided in Section X hereof.

17 SECTION X - CORRECTION OF DEFECTIVE MATERIALS,

18 FAULTY WORKMANSHIP AND NEGLIGENT DESIGN

19 The Developer hereby accepts full responsibility for the quality
20 of the materials and workmanship in the construction and
21 installation of the Project and for the design thereof and
22 covenants and agrees, for a period of one (1) year after the
23 City's acceptance of the Project and upon notification by the
24 City, to correct any defective material or faulty workmanship, or

1 both, in the construction and installation of the Project and any
2 problem which results from the negligent design of the Project.
3 In the event that the Developer fails or refuses to make any such
4 correction, the City shall have the right, but not the obligation,
5 to repair the Project and the Developer hereby agrees to reimburse
6 the City for the costs which it incurs in so doing.

7 SECTION XI: INDEMNITY

8 Notwithstanding any of the insurance requirements hereinabove set
9 forth or limits of liability set forth therein, Developer shall
10 protect, indemnify and hold harmless the City, its officers and
11 employees from any and all claims, damages, losses, expenses,
12 suits, actions, decrees, judgements, attorney fees and court costs
13 which the City, its officer or employees may suffer, or which may
14 be sought against, recovered from or obtainable against the City,
15 its officers or employees as a result of, by reason of, or arising
16 out of the negligent acts or omissions of the Developer, its
17 subcontractors, or agents or anyone employed by the Developer or
18 its subcontractors or agents, in fulfillment or performance of the
19 terms, conditions or covenants of this AGREEMENT.

20 It is expressly agreed that the City and the Developer shall each
21 initially pay their respective costs in defending themselves in
22 any and all suits or actions which may be brought against them,
23 their officers or employees because of, or by reason of, the
24 negligent act or omission of either of them unless such suit or

1 action is defended on their behalf by the PROJECT contractor.
2 However, the parties hereto agree that in the event the suit or
3 action is reduced to judgment then the cost of such defense shall
4 be ultimately divided or distributed between the parties in the
5 following manner:

6 A. An adjudication by the court or trier of fact that neither
7 the City nor the Developer is responsible or liable for the
8 plaintiffs' injuries or damages, then each party shall bear
9 its own costs and expenses of litigation.

10 B. An adjudication by the court or trier of fact that the
11 Developer is solely or partly responsible and liable for the
12 plaintiffs' injuries or damages while the City is relieved of
13 any responsibility and liability, then the Developer shall
14 reimburse the City for all of its costs and expenses of
15 litigation;

16 C. An adjudication by the court or trier of fact that the City
17 is solely or partly responsible for the plaintiffs' injuries
18 or damages while the Developer is relieved of any
19 responsibility and liability, then the City shall reimburse
20 the Developer for its costs and expenses of the litigation;

21 D. An adjudication by the court or trier of fact which
22 determines responsibility and liability on a comparative
23 basis between the parties, then the City and the Developer
24 shall share in the total costs and expenses of litigation in

1 that amount determined by multiplying the total percentage of
2 fault or liability attributable to the respective parties by
3 the total costs and expenses of litigation.

4 In the event that the suit or action is settled between the
5 litigants, each party shall be responsible for all of its costs
6 and expenses of litigation, unless the settlement agreement
7 provides otherwise.

8 SECTION XII - OWNERSHIP OF PROJECT

9 A. Upon the completion of the Project, and as a condition
10 precedent to the acceptance thereof by the City, the
11 Developer agrees to furnish to the City a good and sufficient
12 Bill of Sale which (i) includes all of the sewer lines and
13 appurtenances which are components of the Project, (ii)
14 attests to the fact that all of such components are free and
15 clear of all liens and other encumbrances and (iii) conveys
16 to the City all right, title and interest in and to the
17 Project.

18 B. It is understood and agreed that the Project shall
19 thereafter, upon its acceptance by the City, become and
20 remain the exclusive property of the City.

21 SECTION XIII - RIGHT OF TERMINATION

22 A. Except for the obligation of the City which is provided for
23 in subsection B of this Section XII, the City shall have the
24 right to terminate this Agreement at any time, with or

1 without cause, upon thirty (30) days' prior written notice to
2 the Developer. Such notice shall be deemed to have been
3 given on the date on which it is delivered in person to a
4 representative of the Developer or is deposited with the
5 United States Postal Service, postage prepaid and certified -
6 return receipt requested, and addressed to the Developer at
7 3455 Cliff Shadows Parkway, Suite 220, Las Vegas, Nevada
8 89129 or such other address as the Developer may hereafter,
9 from time to time, designate to the City in writing.

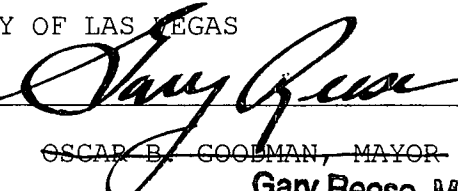
10 B. Any funds which have been expended by or on behalf of the
11 Developer for the construction and installation of the
12 Project as of the date of the Developer's receipt of such
13 written notice shall be reimbursed to the Developer as
14 hereinabove provided.

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16 SECTION XIV - ASSIGNMENT

17 This Agreement shall be binding upon, and shall inure to the
18 benefit of, the Parties hereto and their respective successors, legal
19 representatives and assigns.
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1 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement
2 to be executed by their duly authorized representatives the day and year
3 first above written.

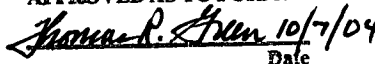
4 CITY OF LAS VEGAS

5 BY: 

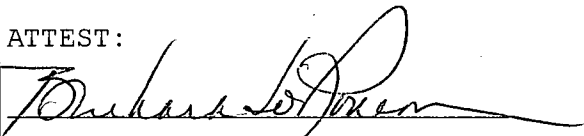
6 ~~OSCAR B. GOODMAN, MAYOR~~

Gary Reese, Mayor Pro-Tem

APPROVED AS TO FORM:

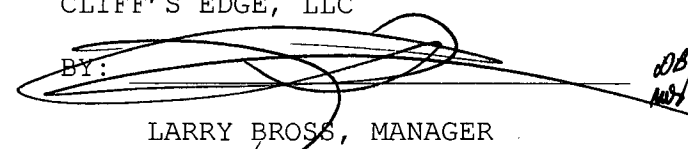
 10/7/04
Date

7 ATTEST:



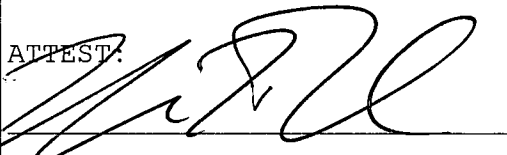
8 BARBARA JO RONEMUS, CITY CLERK

9 CLIFF'S EDGE, LLC

10 BY: 

LARRY BROSS, MANAGER

11 ATTEST:



12 THOMAS J. DEVORE, ~~CHIEF FINANCIAL OFFICER~~

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28 PROVIDENCE SEWER REFUNDING AGREEMENT

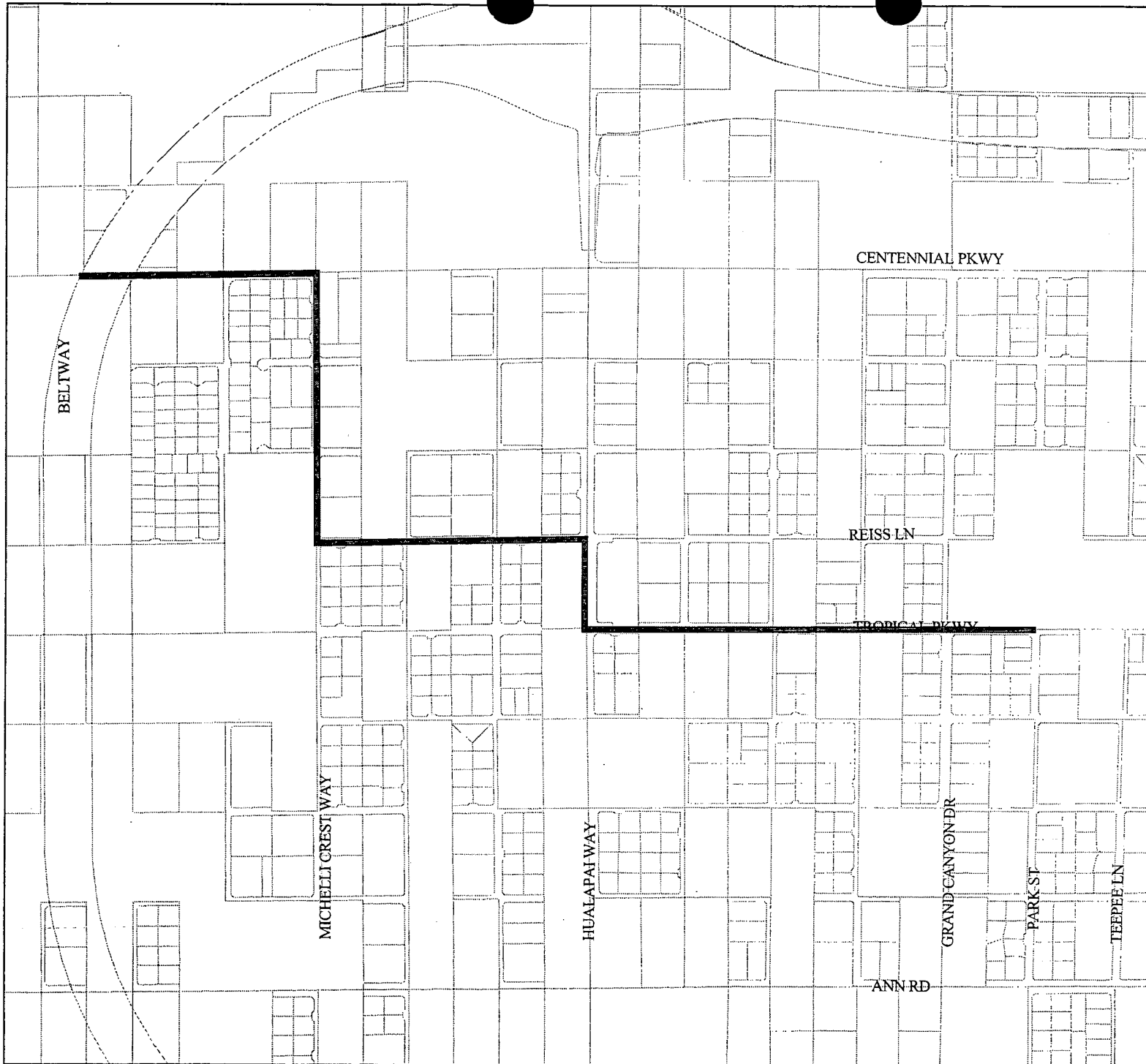
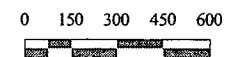
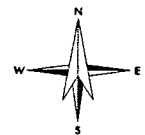


Exhibit A

Cliffs Edge
Centennial Sewer
Oversize Agreement

 Oversize Sewer



SCALE IN FEET

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Interlocal Contract 483 - Offsite Improvements adjacent to Regional Flood Control Detention Basin Projects Fiscal Year 2004 - 2005 between the City of Las Vegas, the Regional Transportation Commission (RTC), City of North Las Vegas, Clark County and the City of Henderson for engineering and construction (\$500,000 - Regional Transportation Commission) - All Wards

Fiscal Impact:

☐	No Impact	Amount:	\$500,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

Interlocal Contract 483 will encumber funding for Offsite Improvements adjacent to Regional Flood Control Detention Basin Projects. The basic improvements will typically include paving, curbs and gutters, sidewalks and streetlights if necessary and are limited to only one-half of the street. The Clark County Regional Transportation Commission approved this contract at their August 12, 2004 Board Meeting. Total cost of this project shall not exceed \$500,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 483

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

**INTERLOCAL CONTRACT
OFFSITE IMPROVEMENTS ADJACENT TO
REGIONAL FLOOD CONTROL DISTRICT DETENTION BASIN PROJECTS
FY 2004-2005**

This Interlocal Contract, made and entered into this 5th day of April, 2005, by and between the County of Clark, a Political Subdivision, the City of Las Vegas, a Municipal Corporation, the City of North Las Vegas, a Municipal Corporation, the City of Henderson, a Municipal Corporation, and the Regional Transportation Commission of Southern Nevada, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, projects thereunder to design, perform construction inspection and construct roadway improvements adjacent to Clark County Regional Flood Control District Detention Basin Projects, being with the Federal Aid Urban Boundaries of the Las Vegas Valley, have been approved by the Regional Transportation Commission.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties; the Regional Transportation Commission of Southern Nevada authorizes the parties to proceed with the improvements as it is mutually understood and agreed, as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to improvements adjacent to and associated with construction of Clark County Regional Flood Control District Detention Basin Projects. The basic improvements will typically include paving, curbs and gutters, sidewalks, and streetlights, if necessary, and are limited to only one-half of the street.

SECTION II - PROJECT COSTS

The Regional Transportation Commission of Southern Nevada agrees to provide funding for project costs according to Section 6.1, Reimbursable Costs of the Policies and Procedures Manual of the Regional Transportation Commission, with the limits specified below:

1. The total cost for preliminary engineering, design, contract administration, surveying, inspection, testing, utility relocation, and construction shall not exceed \$500,000 which includes all of the above items.

2. An "Authorization to Proceed" is required for the following two phases of the project:
 - (a) Preliminary engineering and design;
 - (b) Construction and construction engineering

No funds shall be considered encumbered or allocated and no reimbursement shall be made for any portion of the improvements until an "Authorization to Proceed" has been approved in accordance with Subsection 2.5 of the Policies and Procedures by the Regional Transportation Commission. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the improvements, and upon approval by the Regional Transportation Commission, only that amount shall be encumbered and allocated. The "Authorization to Proceed" shall also state the specific streets on which offsite improvements are to be constructed.

SECTION III - GENERAL

1. The title sheet of both the plans and the specifications shall show the Regional Transportation Commission of Southern Nevada as the funding agency.
2. Preliminary engineering and design shall be performed by the entity, or by a consultant employed by the entity.
3. The design, construction, and contract administration of the improvements shall comply with the requirements as set forth in the current "Policies and Procedures" of the Regional Transportation Commission of Southern Nevada.
4. Construction costs may be paid directly to the contractor based on estimates prepared by the entity.
5. Utility cuts through the pavement shall be prohibited for a period of five years after completion of improvements in accordance with the Policies and Procedures by the entity having jurisdiction over the street.
6. 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 such maintenance.
7. The improvement must be completed to the satisfaction of the Regional Transportation Commission of Southern Nevada and in accordance to the time constraints set forth in Section 2.4, Project Initialization of the Regional Transportation Commission Policies and Procedures.

8. It is understood and agreed that the purpose of this contract is to fund the improvements as hereinabove set forth. It is further understood and agreed that the entity is responsible for the design and construction of the improvements and will hold the other parties to this contract and the Regional Transportation Commission harmless for any liability therefore except the funding provided by this contract.

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Date of Commission Action:

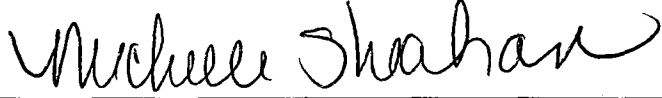
REGIONAL TRANSPORTATION COMMISSION

8-12-04

BY:


BRUCE L. WOODBURY, Chairman

Attest:


TONI MICHENER, Executive Assistant

Approved as to Form and Legality:


ZEV KAPLAN, General Counsel

Date of Commission Action:

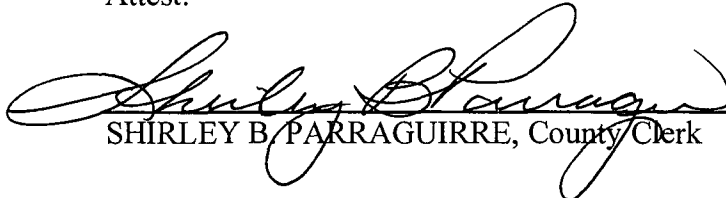
CLARK COUNTY BOARD OF COMMISSIONERS

4-5-05

BY:


RORY REID, Chairman

Attest:

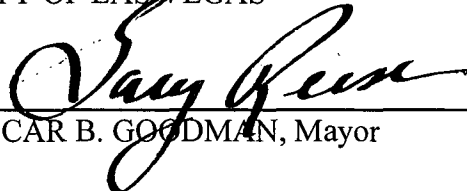

SHIRLEY B. PARRAGUIRRE, County Clerk

Date of Council Action:

CITY OF LAS VEGAS

11-17-2004

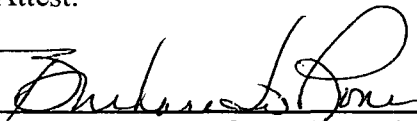
BY:


OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:

 11/2/04
Date

Attest:


BARBARA JO RONEBUS, City Clerk

Date of Council Action:

OCT 6 2004

CITY OF NORTH LAS VEGAS

BY:


MICHAEL L. MONTANDON, Mayor

Attest:

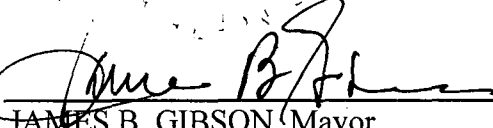

~~EILEEN M. SEVIGNY~~, City Clerk
Karen L. Storms

Date of Council Action:

3/1/05

CITY OF HENDERSON

BY:


JAMES B. GIBSON, Mayor

Attest:


MONICA M. SIMMONS, CMC, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD GOECKE**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of Supplemental No. 2 to Interlocal Contract 344b - Northern and Western Las Vegas Beltway between the City of Las Vegas, the City of North Las Vegas, Clark County and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$2,000,000 - Regional Transportation Commission) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$2,000,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract 344b will increase funding and extend the date of completion for the Northern and Western Las Vegas Beltway. Additional funding is necessary for preliminary engineering, design, contract administration, surveying, inspection, testing, utility relocation and construction. The Clark County Regional Transportation Commission approved this contract at their August 12, 2004 Board Meeting. Total cost of this project shall not exceed \$151,500,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental No. 2 to Interlocal Contract 344b

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

**SUPPLEMENTAL NO. 2 TO THE INTERLOCAL CONTRACT FOR THE
NORTHERN AND WESTERN LAS VEGAS BELTWAY**

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into this 3rd day of January, 2005, by and between the County of Clark, a political subdivision hereinafter called COUNTY, the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC, the city of North Las Vegas, a municipal corporation, and the City of Las Vegas, a municipal corporation.

W I T N E S S E T H

WHEREAS, the parties hereto previously entered into an Interlocal Contract on March 9, 2000, and a supplemental Interlocal Contract on May 17, 2001, for a project to design, perform construction inspection and construct roadway improvements for the Northern and Western Las Vegas Beltway; and,

WHEREAS, the COUNTY is the lead agency for the engineering, appraisals, right-of-way acquisition and construction for the Northern and Western Las Vegas Beltway; and,

WHEREAS, the COUNTY desires to increase funds, revise authorization to proceed, and extend the completion date for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the Regional Transportation Commission authorizes the COUNTY to proceed with the Project as it is mutually agreed and understood, as follows:

SECTION II - PROJECT COSTS, paragraph 1 shall be changed to read as follows:

1. The total cost for preliminary engineering, design, contract administration, surveying, inspection, testing, utility relocation and construction shall not exceed \$151,500,000.00. However, the cost for preliminary engineering, design, contract administration, surveying, inspection, and testing shall not exceed 20 percent of the construction cost.

SECTION III - GENERAL, paragraph 6 shall be changed to read as follows:

6. The Project must be completed to the satisfaction of the RTC prior to July 1, 2006. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the COUNTY be repaid.

The remainder of the Interlocal Contract approved by the Regional Transportation Commission remains unchanged.

Date of Commission Action:

01/03/2005

CLARK COUNTY BOARD OF COMMISSIONERS



Rory Reid
Chair

Attest:



SHIRLEY B. PARRAGUIRRE
County Clerk

Date of Commission Action:

8-12-04

REGIONAL TRANSPORTATION COMMISSION



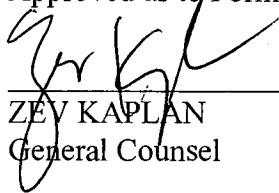
BRUCE L. WOODBURY
Chairman

Attest:



TONI MICHENER
Executive Assistant

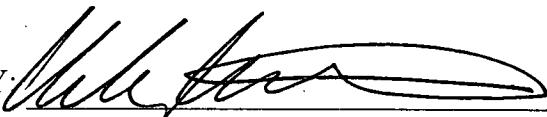
Approved as to Form:



ZEY KAPLAN
General Counsel

Date of Council Action:

CITY OF NORTH LAS VEGAS

BY: 

MICHAEL L. MONTANDON

Mayor

Attest:



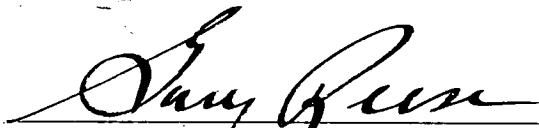
~~EILEEN SEVIGNY~~

KAREN L. STORMS, CMC

City Clerk

Date of Council Action: 11/17/2004

CITY OF LAS VEGAS

BY: 

~~OSCAR B. GOODMAN~~

Mayor

Gary Reese, Mayor Pro-Tem

APPROVED AS TO FORM:

TRG 11/2/04
Date

Attest:



BARBARA JO RONEMUS

City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northwest Quarter of Section 1, Township 20 South, Range 59 East, Mount Diablo Meridian, for road, sewer and drainage purposes generally located on the south side of Peaceful Dawn Avenue, between Puli Road and Cliff Shadows Parkway alignments, APN 137-01-101-010, -101-011 - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Dedication from the City of Las Vegas, for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, for a bus turnout right-of-way located along Washington Avenue west of Pecos Road, APN 139-25-701-002 - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Southeast Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, for road, sewer and drainage purposes generally located on the west side of Fort Apache Road, between Severance Lane and Elkhorn Road alignments, APN 125-18-801-016 - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of First Supplemental Interlocal Contract LLD.04.A.03 - Local Drainage Improvements in Holmby Channel between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFGD) to extend the date of completion - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract LLD.04.A.03 will extend the date of completion for Local Drainage Improvements in Holmby Channel. Extension is necessary to complete the project and process the project for closeout. The Clark County Regional Flood Control District approved this contract at their October 14, 2004 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LLD.04.A.03

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
LOCAL DRAINAGE IMPROVEMENTS IN HOLMBY CHANNEL

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 14th day of October, 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 PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, an Interlocal Contract was entered into July 10, 2003; and

WHEREAS, the City wishes to extend the date of completion; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract as follows:

SECTION III – GENERAL paragraph 13 shall be revised to read as follows:

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

All other sections of the Interlocal Contract dated July 10, 2003 shall remain unchanged.

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....

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....

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

October 14, 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:

Christopher Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

11-17-2004
ATTEST

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

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

APPROVED AS TO FORM:
Robert S. Brown 10-26-04
Date

LEGEND

- Existing Channel
- Proposed Channel/Storm Drain
- Existing Storm Drain

N

Scale 1" = 600'

CHARLESTON

Existing CCRFCD Facility (MECH 0420)

Proposed 36" Storm Drain

Proposed Channel

Existing CCRFCD Facility (GOSO 0462)

Existing Facility

Proposed 54" Storm Drain

Proposed 60" Storm Drain

DEL REY

TENAYA

RAINBOW

BUFFALO

LLD04A03

Exhibit A Holmby Channel - Local Storm Drain

LLD.04.A.03

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Fifth Supplemental Interlocal Contract LAS.10.R.00 - Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the date of completion - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Fifth Supplemental Interlocal Contract LAS.10.R.00 will extend the date of completion for Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mountain Road). Extension is necessary to process final billings and resolve any final issues. The Clark County Regional Flood Control District approved this contract at their October 14, 2004 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fifth Supplemental Interlocal Contract LAS.10.R.00

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN NORTH – BUFFALO BRANCH

(CHEYENNE AVENUE TO LONE MOUNTAIN ROAD)

THIS FIFTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 14th day of October, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 1997 Master Plan update as Structure numbers GOBU 0000, 0032, and 0058 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified in the 2002 Master Plan Update as Structure numbers GOBU 0000, GOBU 0032, GOBU 0058, GOBU 0085, GOBU 0109, and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, an Interlocal Contract was entered into November 9, 2000 and Supplemental Interlocal Contracts dated June 14, 2001, May 16, 2002, March 13, 2003, and October 9, 2003 ; and

WHEREAS, the City wishes to extend the date of completion; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract and the supplemental Interlocal Contracts as follows:

SECTION III – GENERAL paragraph 15 shall be revised to read as follows:

15. The items covered in SECTION III - GENERAL must be completed to the satisfaction of the DISTRICT prior to November 1, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

All other sections of the Interlocal Contract dated November 9, 2000 and Supplemental Interlocal Contracts dated June 14, 2001, May 16, 2002, March 13, 2003, and October 9, 2003 shall remain unchanged.

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

October 14, 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:

Christopher Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

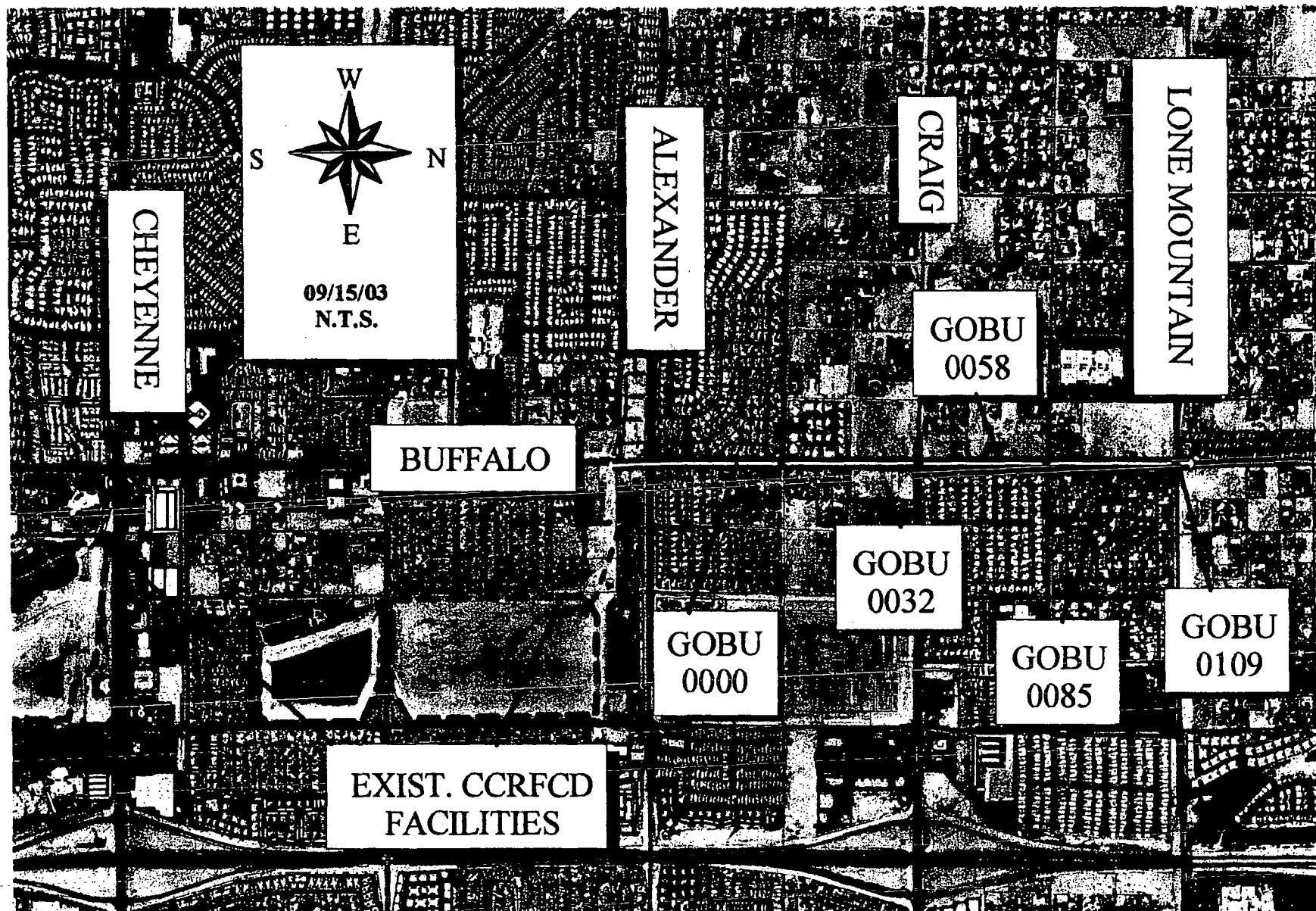
CITY OF LAS VEGAS

11-17-2004
ATTEST

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

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
Robert S. Sylvari 10-26-04
Date



f:\depot\arcview\ccrfcd\buffalo drive\buffalo drive.apr

EXHIBIT A
GOWAN NORTH - BUFFALO BRANCH (CHEYENNE AVENUE TO LONE MOUNTAIN ROAD)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Supplemental Interlocal Contract 461a - ITS Communication Infrastructure Project between the City of Las Vegas and the Regional Transportation Commission (RTC) to revise the scope of the project - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract 461a will revise the scope of the project to include the installation of Closed Circuit Television Cameras and Permanent Count Stations along various corridors that are part of this project and to include an additional run along Rainbow Boulevard from Charleston Boulevard to Sahara Avenue to tie into the Microwave hub at this location. The Clark County Regional Transportation Commission approved this contract at their October 14, 2004 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract 461a

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - **UNANIMOUS** with **WOLFSON** not voting and **MACK** abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

SUPPLEMENTAL INTERLOCAL CONTRACT
ITS COMMUNICATION INFRASTRUCTURE PROJECT

THIS SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 31st day of January, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", the COUNTY OF CLARK, hereinafter referred to as "COUNTY" a political subdivision of the State of Nevada, and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design roadway improvements for ITS Communication Infrastructure Project located partially within the CITY and partially within the COUNTY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed a Interlocal Contract dated April 7, 2004 for improvements needed to provide fiber optics interconnect conduit and fiber optic cable; and

WHEREAS, the CITY desires to revise the scope of the project.

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

SECTION I – SCOPE OF PROJECT shall be revised to read as follows:

SECTION I - SCOPE OF PROJECT

The original Interlocal Contract applied to all improvements needed to provide fiber optics interconnect conduit and fiber optic cable along: (1) Charleston Boulevard from Clark County 215 to Nellis Boulevard, (2) Rancho Road from Rainbow Boulevard to Sahara Avenue,

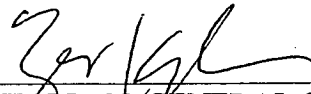
(3) Cheyenne Avenue from Clark County 215 to Decatur Boulevard, (4) Rainbow Boulevard from Ann road to Rancho Road, (5) Ann Road from Centennial Center Boulevard to Rainbow Boulevard and (6) Centennial Center Boulevard from Tropical Parkway to Ann Road. This Supplemental Interlocal Contract will change the scope of the project to include the installation of "Closed Circuit Television Cameras" and "Permanent Count Stations" along the various corridors that are part of this project, and to include an additional run along Rainbow Boulevard from Charleston Boulevard to Sahara Avenue to tie into the Microwave hub at this location.

A supplemental interlocal contract will be necessary in order to increase the total cost of the Project.

All other terms of the Interlocal Contract dated April 7, 2004 shall remain unchanged.

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

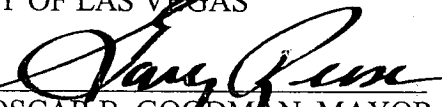
APPROVED AS TO LEGALITY AND FORM:

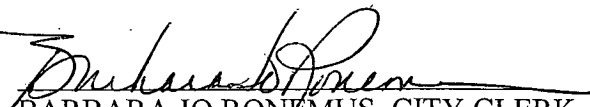

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

11-17-2004
ATTEST:

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


BARBARA JO RONEMUS, CITY CLERK

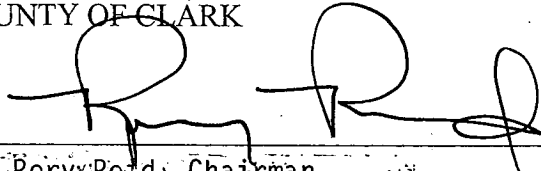
APPROVED AS TO FORM:

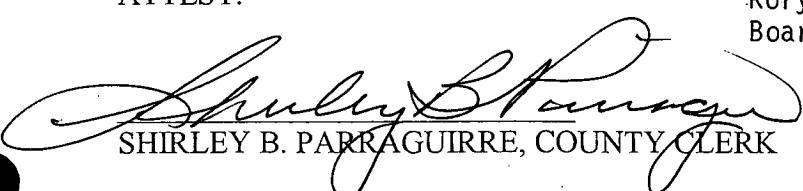
Rory S. Reid 10-26-04
Date

DATE OF COMMISSION ACTION:

COUNTY OF CLARK

01/03/2005
ATTEST:

By: 
Rory Reid, Chairman
Board of County Commissioners


SHIRLEY B. PARRAGUIRRE, COUNTY CLERK

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

10-14-04
ATTEST

By: B. L. Woodbury
BRUCE L. WOODBURY, CHAIRMAN


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Interlocal Contract 490 - Sound Walls at I-515 from I-15 to Charleston Boulevard between the City of Las Vegas and the Regional Transportation Commission (\$10,000,000 - Regional Transportation Commission [RTC]) - All Wards

Fiscal Impact:

☐ No Impact	Amount:	\$10,000,000.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

Interlocal Contract 490 will provide sound barrier walls on both sides of I-515 from I-15 to Charleston Boulevard. The Clark County Regional Transportation Commission approved this contract at their October 14, 2004 Board Meeting. Total cost of this project shall not exceed \$20,000,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 490

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

INTERLOCAL CONTRACT

SOUND WALLS AT I-515 FROM I-15 TO CHARLESTON BOULEVARD

THIS INTERLOCAL CONTRACT, made and entered into this 17th day of Nov, 2004 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised States, a Project to construct Sound Walls along I-515 from I-15 to Charleston Boulevard being wholly within the CITY, has been approved by the Regional Transportation Commission (RTC); and

WHEREAS, the CITY is requesting funds for construction of Sound Walls at I-515 from I-15 to Charleston Boulevard; and

WHEREAS, the CITY has entered into an Interlocal Agreement with the Nevada Department of Transportation, hereinafter referred to as the DEPARTMENT, in which the DEPARTMENT will oversee the design, advertisement, award and construction management of the PROJECT; and

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

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to sound barrier walls on both sides of I-515 from I-15 to Charleston Boulevard.

SECTION II – RTC Agrees:

The RTC agrees to provide funding for the PROJECT as specified below:

1. To initially fund 100% of the costs for the PROJECT with RTC funds, prior to the start of any PROJECT construction activities, estimated to be Twenty Million and 00/100 Dollars (\$20,000,000).

SECTION III – CITY Agrees:

1. To bill the DEPARTMENT for 50% obligation of the actual PROJECT costs and reimburse RTC. The billing cycle will be once every year in the month of July not to exceed Two Million Dollars (\$2,000,000) a year beginning in fiscal year 2006-07 and is to continue up to \$10,000,000. The billing cycle will continue until the CITY's obligation is complete.
2. To pay legally required interest on the \$10,000,000 advanced by the RTC to the Nevada Department of Transportation (NDOT) for the NDOT share of the Sound Wall project costs. The interest payments may be offset by documented in kind services provided by the CITY and NDOT that are typically reimbursable under RTC Policies And Procedures for design and construction engineering. These in kind services costs are estimated to be \$2,000,000.

SECTION IV – IT IS MUTUALLY AGREED:

3. Preliminary engineering, design and right-of-way engineering shall be performed by the DEPARTMENT or by a consultant employed by the DEPARTMENT.

4. The DEPARTMENT will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder.
5. Construction costs may be paid directly to the DEPARTMENT from the RTC.
6. Upon completion of the construction of the PROJECT, it shall be maintained by the DEPARTMENT and no funding is provided by this Interlocal Contract for such maintenance.
7. The term of this agreement shall be from the date first written above through and including all construction activities and until the DEPARTMENT's 50% obligation has been satisfied.
8. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as hereinabove set forth. It is further understood and agreed that the DEPARTMENT is responsible for the design and construction of the PROJECT and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

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

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APPROVED AS TO LEGALITY AND FORM:

Zev Kaplan
ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

11-17-2004
ATTEST:

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

Barbara Jo Ronemus
BARBARA JO RONEUMUS
CITY CLERK

APPROVED AS TO FORM:
Rodolfo J. S. 10-26-04
Date

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA

10-14-04
ATTEST

By: Bruce Woodbury
BRUCE WOODBURY, CHAIRMAN

Toni Michener
TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement with Louis Berger Group, Inc., for engineering design services for the Sahara Avenue Sewer Phase IV Rehabilitation Project (\$99,696 - City of Las Vegas [CLV] Sanitation Fund) - Ward 3 (Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$99,696.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	CLV Sanitation Fund

PURPOSE/BACKGROUND:

The City desires to rehabilitate approximately 10,000 linear feet of 45-inch to 51-inch diameter sewer in Sahara Avenue between Arden Street and Nellis Boulevard, in Nellis Boulevard between Sahara Avenue and Vegas Valley Drive and in Vegas Valley Drive between Nellis Boulevard and the Sloan Lane Alignment. The need to rehabilitate these sewers, were identified in previously completed sewer evaluations.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR SAHARA AVENUE SEWER REHABILITATION, PHASE IV**

THIS AGREEMENT is made and entered into this 17th day of Nov, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and THE LOUIS BERGER GROUP, INC. (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct Phase IV of the Sahara Avenue Sewer Rehabilitation project (herein the "Project"); and

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

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

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

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

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

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

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

of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

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

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from

public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside ninety-nine thousand six hundred ninety-six dollars (\$99,696) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed seventy-eight thousand four hundred seventy-six dollars (\$78,476) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed twenty-one thousand two hundred twenty dollars (\$21,220) without the prior written approval of the City.

7.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within thirty (30) days after the date of receipt by the City's Representative of the monthly invoice. Failure to pay the Consultant within a 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

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

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

SECTION EIGHT PERFORMANCE SCHEDULE

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

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

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be maintained for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent

portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

10.05 Insurance.

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

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

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

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

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

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

D. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

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

omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

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

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

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

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

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

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

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto

as Exhibit "G", all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G", the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within 15 days of such change.

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

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

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

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

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

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

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for

performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

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

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

TO CITY:

Thomas E. Hayes, P.E.
Engineering Program Manager
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Phone: (702) 229-2324
Fax: (702) 382-3232
e-mail: thayes@lasvegasnevada.gov

TO CONSULTANT:

Roger J. Patton, P.E.
Vice President
The Louis Berger Group, Inc.
500 East Amigo Court, Suite 100
Las Vegas, Nevada 89119

Phone: (702) 736-6632
Fax: (702) 736-0701
e-mail: rpatton@louisberger.com

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

10.20 Dispute Resolution.

A. Fee Disputes. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days

after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the City Engineer. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

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

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

C. *Right of Joinder.* In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the

City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

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

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

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

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

H. Mediation. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the

parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

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

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

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

10.24 Agreements Version. This Agreement utilizes the City's standard form updated as of July 27, 2004.

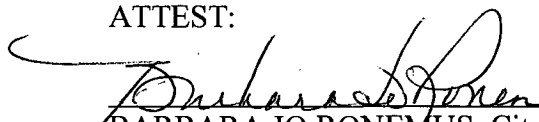
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...

IN WITNESS WHEREOF, the parties have caused this Engineering Design Services Agreement for the Sahara Avenue Sewer Rehabilitation, Phase IV project to be executed the day and year first above written.

CITY OF LAS VEGAS

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

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Elvain 10-22-04
Deputy City Attorney Date

THE LOUIS BERGER GROUP, INC.

By: 
ROGER J. PATTON, P.E.
Its: Vice President

"Consultant"



EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	General Performance Schedule (Section 8.01)
Exhibit "E-1"	Detailed Performance Schedule (Section 8.01)
Exhibit "F"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

EXHIBIT A

Sahara Avenue Sewer Rehabilitation: Phase IV

GENERAL

The City of Las Vegas has videotaped portions of the sewer which extends on Sahara Avenue from Arden Street eastward to Nellis Boulevard, thence southward on Nellis Boulevard to Vegas Valley Drive and eastward on Vegas Valley Drive to Stephanie Street. Based on the videotapes, the sewer is in a deteriorated condition.

We have reviewed the videotapes of the Sahara Avenue Sewer between these limits and concur that trenchless technologies are appropriate for use because the sewer pipelines have not yet deteriorated to the point of collapse and trenchless rehabilitation techniques are generally less costly and less disruptive than conventional replacement.

The proposed project would rehabilitate approximately 10,000 LF of 48-inch to 51-inch diameter pipeline.

The sewer manholes are spaced over 1200 ft. apart and are smaller in size than the pipeline. The project will include replacement of the existing manholes and installation of new manholes to facilitate the pipe relining process.

The section of pipeline on Nellis Boulevard crossing the Flamingo Wash will be replaced under a separate county contract.

The following tasks are proposed in preparing rehabilitation plans for the Sahara Avenue Phase IV sewer.

1. Administration and Meetings

The Consultant will attend periodic progress meetings and plan review meetings at least monthly during the course of the project and will prepare minutes of the meetings.

2. Preparation of Condition Report

A report will be prepared summarizing the condition of the existing sewer pipelines in Sahara Avenue from Arden Street to Nellis Boulevard, in Nellis Boulevard from Sahara Avenue to Vegas Valley Drive and Vegas Valley Drive from Nellis Boulevard to Stephanie Street. The condition report will be prepared as a reference document for the prospective contractors.

The Condition Report will summarize the inspection information provided by the City and new information gathered by the Consultant.

Additional videotaping is proposed for approximately 4,000 L.F. of pipe for which we do not have a videotape record.

3. Determination of Flow Diversion Opportunities and Bypass Pumping Requirements

Since the City is able to divert inflow to the sewer pipe to be relined, flow measurements and bypass pumping will not be required.

4. Preparation of 50% Plans and Specifications

Plans and specifications will be completed to a 50% level and submitted to the City for a scheduled 4-week review.

Drawings will be prepared at a horizontal scale of 1" = 40 ft. to show the location and size of the sewer facilities to be rehabilitated.

Base plans will be obtained from NDOT and Clark County since Sahara Avenue, Nellis Boulevard and Vegas Valley Drive have all been recently paved.

The Consultant will prepare special provisions for inclusion in the specifications. The special provisions will:

- a. Specify cured-in-place (CIP) technologies to be used for the pipeline rehabilitation,
- b. provide specifications for CIP design, manufacture and installation,
- c. provide specifications for manhole installation, and
- d. identify limitations on operations including lane closures, hours of operation, public notifications, etc.

5. Preparation of 90% Plans and Specifications

After receipt of comments on the 50% plans, the plans and specifications will be completed to 90% level and submitted to the City for a scheduled 4-week review.

6. Preparation of 100% Plans and Specifications

After receipt of comments on the 90% plans, the plans and specifications will be completed to a 100% level and submitted to the City for final review. The Consultant will make any final revisions requested by the City prior to bid.

The final plans for Sahara Avenue and for Nellis Boulevard will be submitted to NDOT for encroachment permits.

7. Post-Design Services

During the construction period, the Consultant's personnel will be available to:

- a. attend pre-bid conference,
- b. attend pre-construction conference,
- C. utility potholing.

The City of Las Vegas will prepare all addendums. The Consultant shall provide input or responses to addendums as required by the City. The City shall compensate the Consultant in accordance with Exhibit B - Additional Services of the Engineer for work required for addendums due to changes in the Scope of Work by the City. Addendums required to correct or clarify plans or specifications prepared by the Consultant shall be prepared at the Consultant's expense. The Consultant will provide up to 10 utility potholes as required to clarify potential conflicts for the contractors/bidders.

EXHIBIT B - ADDITIONAL SERVICES OF THE ENGINEER

Post-Design Services

During the construction period, the Consultant's personnel will be available to:

- assist the City in the evaluation of bids,
- assist the City in resolving field issues,
- respond to requests for information,
- review the contractors' submittals
- evaluate alternative materials and methods submitted by the contractor, and
- review post-design videos for specification compliance and corrective actions.

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

PROJECT NAME
SAHARA AVENUE SEWER REHABILITATION - PHASE IV

EXHIBIT C - DETAILED MANHOUR ESTIMATE

TASK	Activity	Title: Code:	Labor Classification								Total Hours
			Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	
			0	0	iii	iv	v	vi	ix	x	
			Projected Hours								
	GENERAL PROJECT ADMIN. TASKS		16	40	0	24	0	24	0	0	104
	PRELIM. ENGR. & REPORT TASKS		8	100	0	0	0	40	8	0	156
	FINAL DESIGN TASKS		36	96	0	80	0	268	0	0	480
	SUBTOTAL BASIC SERVICES		60	236	0	104	0	332	8	0	740
	ADDITIONAL SERVICE TASKS										
	CONSTRUCTION PHASE SERVICES		4	4	0	0	0	0	0	0	8
	UTILITY POTHOLING		0	0	0	0	0	0	0	0	0
	ADD'L SOIL BORING/TESTING		0	0	0	0	0	0	0	0	0
	ADD'L DESIGN SERVICES		8	24	0	24	0	36	0	0	92
	SUBTOTAL ADD'L SERVICES		12	28	0	24	0	36	0	0	100
	PROJECT SUMMARY TOTALS		72	264	0	128	0	368	8	0	840

EXHIBIT C - DETAILED MANHOUR ESTIMATE

TASK	Activity	Labor Classification								Total Hours
		Title:	Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech.	Clerical	Surv.
		Code:	0	0	iii	iv	v	vi	ix	x
		Projected Hours								
	GENERAL PROJECT ADMIN. TASKS									
Task 100	PROJECT COORDINATION & ADMIN									
105	Project Scheduling		0	0	0	0	0	0	0	0
110	Project Meetings		16	16	0	0	0	0	0	32
115	Research and Data Collection		0	16	0	24	0	24	0	64
120	Project Administration		0	8	0	0	0	0	0	8
125	Utility Coordination		0	0	0	0	0	0	0	0
	PROJECT COORDINATION & ADMIN		16	40	0	24	0	24	0	104
	PRELIM. ENGR. & REPORT TASKS									
Task 200	PRELIMINARY ENGINEERING									
205	Videotaping (none)		0	0	0	0	0	0	0	0
210	Flow Measurement (none)		0	0	0	0	0	0	0	0
215	Manhole Inspection (none)		0	0	0	0	0	0	0	0
220	N/A		0	0	0	0	0	0	0	0
225	Utility Requirements		0	80	0	0	0	0	0	80
	PRELIMINARY ENGINEERING		0	80	0	0	0	0	0	80

EXHIBIT C - DETAILED MANHOUR ESTIMATE

TASK	Activity	Title: Code:	Labor Classification								Total Hours
			Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	
			0	0	iii	iv	v	vi	ix	x	
			Projected Hours								
Task 300	PROJECT REPORTS										
305	Condition Report		8	20	0	0	0	40	8	0	76
310	Hydrology/Hydraulic Studies		0	0	0	0	0	0	0	0	0
	PROJECT REPORTS		8	20	0	0	0	40	8	0	76
	FINAL DESIGN TASKS										
Task 400	50% PLANS, SPECIFICATIONS & EST.										
405	50% Design		8	16	0	24	0	80	0	0	128
410	50%Submittal		4	8	0	8	0	32	0	0	52
415	50% Submittal Review		0	0	0	0	0	0	0	0	0
420	Permit Coordination		0	16	0	0	0	0	0	0	16
	50% PLANS, SPECIFICATIONS & EST.		12	40	0	32	0	112	0	0	196
Task 500	90% PLANS, SPECIFICATIONS & EST.										
505	90% Design		8	16	0	24	0	80	0	0	128
510	Submit to Utility Companies		0	8	0	0	0	0	0	0	8
515	On-site Review		0	0	0	0	0	0	0	0	0
520	90% Submittal		4	8	0	8	0	20	0	0	40
525	90% Submittal Review		0	0	0	0	0	0	0	0	0
	90% PLANS, SPECIFICATIONS & EST.		12	32	0	32	0	100	0	0	176

EXHIBIT C - DETAILED MANHOUR ESTIMATE

Date: Time:	13-Oct-04 09:05 AM	Labor Classification									Total Hours
		Title:	Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	
		Code:	0	0	iii	iv	v	vi	ix	x	
		Projected Hours									
TASK	Activity										
Task 600	100% PLANS, SPECIFICATIONS & EST.										
605	100% Design	4	12	0	12	0	24	0	0	52	
610	Utility Approvals	0	8	0	0	0	0	0	0	8	
615	100% Submittal	4	4	0	4	0	8	0	0	20	
620	100% Submittal Review	0	0	0	0	0	0	0	0	0	
	100% PLANS, SPECIFICATIONS & EST.	8	24	0	16	0	32	0	0	80	
Task 700	FINAL REVISIONS AND APPROVALS										
705	Final Design	0	4	0	0	0	8	0	0	12	
710	Final Submittal	4	4	0	0	0	16	0	0	24	
	FINAL REVISIONS AND APPROVALS	4	8	0	0	0	24	0	0	36	
	SUBTOTAL BASIC SERVICES	60	244	0	104	0	332	8	0	748	

EXHIBIT C - DETAILED MANHOUR ESTIMATE

Date: Time:	13-Oct-04 09:05 AM	Labor Classification								Total Hours	
		Title:	Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical		Surv.
		Code:	0	0	iii	iv	v	vi	ix		x
		Projected Hours									
TASK	Activity										
	ADDITIONAL SERVICE TASKS										
Task 800	CONSTRUCTION PHASE SERVICES										
805	Pre-Bid Services	4	4	0	0	0	0	0	0	8	
810	Addenda	0	0	0	0	0	0	0	0	0	
815	Shop Drawing Review & Coord. w/CM	0	0	0	0	0	0	0	0	0	
820	RFI's	0	0	0	0	0	0	0	0	0	
	SUBTOTAL CONST. PHASE SERVICES	4	4	0	0	0	0	0	0	8	
Task 900	Utility Potholing	0	0	0	0	0	0	0	0	0	
Task 1000	Additional Soil Boring/Testing	0	0	0	0	0	0	0	0	0	
Task 1100	Additional Design Services	8	24	0	24	0	36	0	0	92	
Task 1200	Surveying	0	0	0	0	0	0	0	0	0	
	SUBTOTAL ADDITIONAL SERVICES	12	28	0	24	0	36	0	0	100	
	TOTALS	72	264	0	128	0	368	8	0	840	

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS

SAHARA AVENUE SEWER REHABILITATION - PHASE IV

EXHIBIT D - DETAILED COST ESTIMATE

Date: Time:	13-Oct-04 09:07 AM	Labor Classification & Rate								Totals			
		Title:	Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
		Code:		0	iii	iv	v	vi	ix	x			
		Rate:	218.00	126.00	120.00	108.00	102.00	69.00	64.00	95.00			
Phase	Activity												
	GENERAL PROJECT ADMIN. TASKS	3,488	5,040	0	2,592	0	1,656	0	0	12,776	0	12,776	
	PRELIM. ENGR. & REPORT TASKS	1,744	12,600	0	0	0	2,760	512	0	17,616	0	17,616	
	FINAL DESIGN TASKS	7,848	13,104	0	8,640	0	18,492	0	0	48,084	0	48,084	
	SUBTOTAL BASIC SERVICES	13,080	30,744	0	11,232	0	22,908	512	0	78,476	0	78,476	
	ADDITIONAL SERVICE TASKS												
	CONSTRUCTION PHASE SERVICES	872	504	0	0	0	0	0	0	1,376	0	1,376	
	UTILITY POTHOLING	0	0	0	0	0	0	0	0	0	7,500	7,500	
	ADD'L SOIL BORING/TESTING	0	0	0	0	0	0	0	0	0	0	0	
	ADD'L DESIGN SERVICES	1,744	3,024	0	2,592	0	2,484	0	0	9,844	0	9,844	
	SURVEYING	0	0	0	0	0	0	0	0	0	2,500	2,500	
	SUBTOTAL ADD'L SERVICES	2,616	3,528	0	2,592	0	2,484	0	0	11,220	0	21,220	
	PROJECT SUMMARY TOTALS	15,696	34,272	0	13,824	0	25,392	512	0	89,696	0	99,696	

EXHIBIT D - DETAILED COST ESTIMATE

Phase	Activity	Title:	Labor Classification & Rate								Totals		
			Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
			Code:	0	iii	iv	v	vi	ix	x			
			Rate:	218.00	126.00	120.00	108.00	102.00	69.00	64.00	95.00		
	GENERAL PROJECT ADMIN. TASKS												
Task 100	PROJECT COORDINATION & ADMIN												
105	Project Scheduling		0	0	0	0	0	0	0	0	0	0	0
110	Project Meetings		3,488	2,016	0	0	0	0	0	0	5,504	0	5,504
115	Research and Data Collection		0	2,016	0	2,592	0	1,656	0	0	6,264	0	6,264
120	Project Administration		0	1,008	0	0	0	0	0	0	1,008	0	1,008
125	Utility Coordination		0	0	0	0	0	0	0	0	0	0	0
	PROJECT COORDINATION & ADMIN		3,488	5,040	0	2,592	0	1,656	0	0	12,776	0	12,776
	PRELIM. ENGR. & REPORT TASKS												
Task 200	PRELIMINARY ENGINEERING												
205	Videotaping (none)		0	0	0	0	0	0	0	0	0	0	0
210	Flow Measurement (none)		0	0	0	0	0	0	0	0	0	0	0
215	Manhole Inspection (none)		0	0	0	0	0	0	0	0	0	0	0
220	N/A		0	0	0	0	0	0	0	0	0	0	0
225	Utility Requirements		0	10,080	0	0	0	0	0	0	10,080	0	10,080
	PRELIMINARY ENGINEERING		0	10,080	0	0	0	0	0	0	10,080	0	10,080

EXHIBIT D - DETAILED COST ESTIMATE

Date: Time:	13-Oct-04 09:08 AM	Labor Classification & Rate								Totals			
		Title:	Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
		Code:		0	iii	iv	v	vi	ix	x			
		Rate:	218.00	126.00	120.00	108.00	102.00	69.00	64.00	95.00			
Phase	Activity												
Task 300	PROJECT REPORTS												
305	Condition Report	1,744	2,520	0	0	0	2,760	512	0	7,536	0	7,536	
310	Hydrology/Hydraulic Studies	0	0	0	0	0	0	0	0	0	0	0	
	PROJECT REPORTS	1,744	2,520	0	0	0	2,760	512	0	7,536	0	7,536	
	FINAL DESIGN TASKS												
Task 400	50% PLANS, SPECIFICATIONS & EST.												
405	50% Design	1,744	2,016	0	2,592	0	5,520	0	0	11,872	0	11,872	
410	50%Submittal	872	1,008	0	864	0	2,208	0	0	4,952	0	4,952	
415	50% Submittal Review	0	0	0	0	0	0	0	0	0	0	0	
420	Permit Coordination	0	2,016	0	0	0	0	0	0	2,016	0	2,016	
	50% PLANS, SPECIFICATIONS & EST.	2,616	5,040	0	3,456	0	7,728	0	0	18,840	0	18,840	
Task 500	90% PLANS, SPECIFICATIONS & EST.												
505	90% Design	1,744	2,016	0	2,592	0	5,520	0	0	11,872	0	11,872	
510	Submit to Utility Companies	0	1,008	0	0	0	0	0	0	1,008	0	1,008	
515	On-site Review	0	0	0	0	0	0	0	0	0	0	0	
520	90% Submittal	872	1,008	0	864	0	1,380	0	0	4,124	0	4,124	
525	90% Submittal Review	0	0	0	0	0	0	0	0	0	0	0	
	90% PLANS, SPECIFICATIONS & EST.	2,616	4,032	0	3,456	0	6,900	0	0	17,004	0	17,004	

EXHIBIT D - DETAILED COST ESTIMATE

Phase	Activity	Title:	Labor Classification & Rate								Totals		
			Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
			Code:	0	iii	iv	v	vi	ix	x			
			Rate:	218.00	126.00	120.00	108.00	102.00	69.00	64.00	95.00		
Task 600	100% PLANS, SPECIFICATIONS & EST.												
605	100% Design		872	1,512	0	1,296	0	1,656	0	0	5,336	0	5,336
610	Utility Approvals		0	1,008	0	0	0	0	0	0	1,008	0	1,008
615	100% Submittal		872	504	0	432	0	552	0	0	2,360	0	2,360
620	100% Submittal Review		0	0	0	0	0	0	0	0	0	0	0
	100% PLANS, SPECIFICATIONS & EST.		1,744	3,024	0	1,728	0	2,208	0	0	8,704	0	8,704
Task 700	FINAL REVISIONS AND APPROVALS												
705	Final Design		0	504	0	0	0	552	0	0	1,056	0	1,056
710	Final Submittal		872	504	0	0	0	1,104	0	0	2,480	0	2,480
	FINAL REVISIONS AND APPROVALS		872	1,008	0	0	0	1,656	0	0	3,536	0	3,536
	SUBTOTAL BASIC SERVICES		13,080	30,744	0	11,232	0	22,908	512	0	78,476	0	78,476

EXHIBIT D - DETAILED COST ESTIMATE

Date: Time:	13-Oct-04 09:09 AM	Labor Classification & Rate									Totals		
		Title:	Engr PIC	Engr PM	Engr. III	Engr. I	SrCAD Tech.	CAD Tech	Clerical	Surv.	Labor by Activity	ODC's by Activity	Labor & ODC's by Activity
		Code:		0	iii	iv	v	vi	ix	x			
		Rate:	218.00	126.00	120.00	108.00	102.00	69.00	64.00	95.00			
Phase	Activity												
	ADDITIONAL SERVICE TASKS												
Task 800	CONSTRUCTION PHASE SERVICES												
805	Pre-Bid Services		872	504	0	0	0	0	0	0	1,376	0	1,376
810	Addenda		0	0	0	0	0	0	0	0	0	0	0
815	Shop Drawing Review & Coord. w/CM		0	0	0	0	0	0	0	0	0	0	0
820	RFI's		0	0	0	0	0	0	0	0	0	0	0
	SUBTOTAL CONST. PHASE SERVICES		872	504	0	0	0	0	0	0	1,376	0	1,376
Task 900	Utility Potholing		0	0	0	0	0	0	0	0	0	7,500	7,500
Task 1000	Additional Soil Boring/Testing		0	0	0	0	0	0	0	0	0	0	0
Task 1100	Additional Design Services		1,744	3,024	0	2,592	0	2,484	0	0	9,844	0	9,844
Task 1200	Surveying		0	0	0	0	0	0	0	0	0	2,500	2,500
	SUBTOTAL ADDITIONAL SERVICES		1,744	3,024	0	2,592	0	2,484	0	0	9,844	10,000	19,844
	TOTALS		15,696	34,272	0	13,824	0	25,392	512	0	89,696	10,000	99,696

EXHIBIT E - SCHEDULE

	<u>Days from NTP</u>
<u>Preliminary Engineering</u>	
Video-taping	30
<u>Reports</u>	
Condition Report	45
<u>Plans & Specifications</u>	
50% Submittal	60
50% Review Complete	90
90% Submittal	120
90% Review Complete	150
100% Submittal	178
100% Review Complete	205
Final Submittal	220

EXHIBIT F: INVOICE SAHARA AVENUE SEWER REHABILITATION - PHASE 4

TO: City of Las Vegas
Department of Public Works
400 Stewart Avenue
Las Vegas, Nevada 89101

FROM: The Louis Berger Group, Inc.
500 E. Amigo court, Ste. 100
Las Vegas, Nevada 89119
(702) 736-6632

Project: Sahara Avenue Sewer Rehabilitation, Phase IV
Attention: Thomas Hayes, P.E./CLV Engineering Program Manager

Date: _____
Period: From: _____ To: _____
Invoice #: _____
JOB #: _____

Contract SubTask #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget
	BASIC SERVICES - Exhibit A							
Task 100	Project Coordination & Administration							
110	Project Meetings	\$ 5,504.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 5,504.00
115	Research & Data Collection	\$ 6,264.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 6,264.00
120	Project Administration	\$ 1,008.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 1,008.00
	Subtotal Task 100	\$ 12,776.00		\$ -		\$ -		\$ 12,776.00
Task 200	Preliminary Engineering							
225	Utility Requirements	\$10,080.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 10,080.00
	Subtotal Task 200	\$10,080.00		\$ -		\$ -		\$ 10,080.00
Task 300	Project Reports							
305	Condition Report	\$ 7,536.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 7,536.00
	Subtotal Task 300	\$ 7,536.00		\$ -		\$ -		\$ 7,536.00
Task 400	50% Plans, Specifications & Estimate							
405	50% Design	\$ 11,872.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 11,872.00
410	50% Submittal	\$ 4,952.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 4,952.00
420	Permit Coordination	\$ 2,016.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 2,016.00
	Subtotal Task 400	\$ 18,840.00		\$ -		\$ -		\$ 18,840.00
Task 500	90% Plans, Specifications & Estimate							
505	90% Design	\$ 11,872.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 11,872.00
510	Submit to Utility Companies	\$ 1,008.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 1,008.00
520	90% Submittal	\$ 4,124.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 4,124.00
	Subtotal Task 500	\$ 17,004.00		\$ -		\$ -		\$ 17,004.00
Task 600	100% Plans, Specifications & Estimate							
605	100% Design	\$ 5,336.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 5,336.00
610	Utility Approvals	\$ 1,008.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 1,008.00
615	100% Submittal	\$ 2,360.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 2,360.00
	Subtotal Task 600	\$ 8,704.00		\$ -		\$ -		\$ 8,704.00
Task 700	Final Revisions & Approvals							
705	Final Design	\$ 1,056.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 1,056.00
710	Final Submittal	\$ 2,480.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 2,480.00
	Subtotal Task 6.0	\$ 3,536.00		\$ -		\$ -		\$ 3,536.00
	Total for Basic Services	\$ 78,476.00						\$ 78,476.00

EXHIBIT F: INVOICE SAHARA AVENUE SEWER REHABILITATION - PHASE 4

Contract SubTask #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget
ADDITIONAL SERVICES - Exhibit B								
800	Construction Phase Services	\$ 1,376.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 1,376.00
900	Utility Potholing	\$ 7,500.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 7,500.00
1000	Additional Soil Boring/Testing	\$ -	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
1100	Additional Design Services	\$ 9,844.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 9,844.00
Etc.		\$ 2,500.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 2,500.00
	Subtotal Additional Services (Not to Exceed)	\$ 21,220.00		\$ -		\$ -	100.0%	\$ 21,220.00
Total (\$)	Totals	\$ 99,696.00		\$ -		\$ -		\$ 99,696.00

Basis of Costs = (Base Labor Costs + 1.800 Overhead + 10% Profit) = Base Labor Costs x 3.08

Subtotal All Services
<5% Retention>

\$ -	\$ -
\$ -	\$ -

TOTAL AMOUNT DUE THIS INVOICE \$ -

Total Amount Billed to Date \$ -

Total Amount of Retention to Date \$ -

Total Amount of Contract (Not to Exceed) \$ 99,696.00

Total Amount Remaining in Contract \$ 99,696.00

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; (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.

**Certificate - Disclosure of Ownership/Principals
(Continued)**

Block 1 Contracting Entity	Block 2 Description Subject Matter of Contract/Agreement
Name The Louis Berger Group, Inc.	Sahara Avenue Sewer Rehabilitation – Phase IV
Address 500 Amigo Court, Suite 100	
Telephone 702/736-6632	
EIN or DUNS 22-1754524	RFP# N/A

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

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.	Derish M. Wolff	100 Halsted Street East Orange, NJ 07018	973/678-1960
2.	Fredric S. Berger	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
3.	Pat. M. Quinn	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
4.	Nicholas J. Masucci	100 Halsted Street East Orange, NJ 07018	973/678-1960
5.	Michel Jichlinski	1819 H Street, NW #900 Washington, DC 20006	202/331-7775
6.	James G. Bach	100 Halsted Street East Orange, NJ 07018	973/678-1960
7.	Nick Ivanoff	96 Morton Street New York, NY 10014	212/462-8500
8.	Leon Marantz	100 Halsted Street East Orange, NJ 07018	973/678-1960
9.	Francois Farhi	55 bis, quai de Grenell 75015 Paris, France	45-78-39-39

**Certificate - Disclosure of Ownership/Principals
(Continued)**

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1.

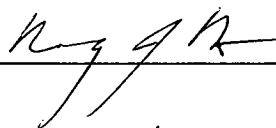
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

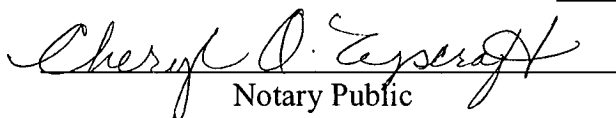
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

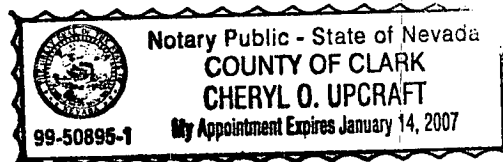


10/12/04

Date

Subscribed and sworn to before me this 12th day of October, 2004


Notary Public



	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE	
10.	Ronald Kornell	PO Box 11-1369 Bangkok, Thailand	235-3551	
11.	Fabrice Signor	68 rue d'Alleray 75015 Paris, France	45 78 39 39	
12.	Rene Cousin	28 rue du Gal Beuret 75015 Paris, France	45 78 39 39	
13.	Alexander Popoff	33301 9 th Avenue South Federal Way, WA 98003	206/431-2300	
14.	Peter Polk	2300 N Street Northwest Washington, DC 20037	202/912-0200	
15.	Robert Nardi	100 Halsted Street East Orange, NJ 07018	973/678-1960	
16.	John Hotopp	100 Halsted Street East Orange, NJ 07018	973/678-1960	
17.	Larry Walker	2300 N Street Northwest Washington, DC 20037	202/912-0200	
18.	Carlos Marcenaro	2300 N Street Northwest Washington, DC 20037	202/912-0200	
19.	Roger Patton	500 Amigo Court, #100 Las Vegas, NV 89119	702/736-6632	
20.	Richard Hirsch	155 N. Wacker Drive, Suite 200 Chicago, IL 60606-1719	312/630-8200	
21.	D. James Stamatis	100 Halsted Street East Orange, NJ 07018	973/678-1960	
22.	Charles Bell	2300 N Street Northwest Washington, DC 20037	202/912-0200	
23.	Claude Laroche	55 bis, quai de Grenell 75015 Paris, France	45-78-39-39	

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Rule 9 Line Extension Agreement with Nevada Power Company (NPC) for the installation of NPC facilities to provide power for streetlight service for the Durango Drive Phase 3, Special Improvement District 1481 Project (Frontage Road/Oso Blanca Road and El Capitan Way/Frontage Road) (\$10,473 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$10,473.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

The City has constructed the Durango Drive Phase 3, SID 1481 project. This agreement is necessary so that NPC can provide service to streetlights constructed with the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Rule 9 Line Extension Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219



RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000174535A**
Project No: **0000174535**
Date Prepared: **05/21/2004**

BASIS

WHEREAS, Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("Commission");

WHEREAS, Applicant owns or controls and has requested an "Extension" or "Line Extension," as defined in and governed by Rule 9 of Utility's filed and approved tariff, for the provision of service by Utility to the premises described as follows:

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

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

WITNESSETH

A. Applicant has applied to the Utility for the electric services at the following described property owned or controlled by Applicant, located in the County of Clark, State of Nevada, to-wit: FRONTAGE AND OSO BLANCO.

B. The parties agree that said line extension shall be installed in accordance with the rule of the Commission, Utility's Rule No. 9, effective January 31, 2003. In order to provide such service, it will be necessary for the Utility to extend its lines a distance of 0 feet, as shown on the service design identified as EL CAPITAN AND FRONTAGE STREET which is attached hereto as "**Exhibit A**" and made a part hereof. Applicant shall provide Utility with easements as required by Rule 9.

C. Utility estimates the design and construction of the Line Extension to be \$13,301.00. The amount advanced by Applicant ("Advance") upon execution of this Agreement is \$10,473.00 and is subject to the following:

That portion of Advance subject to refund, inclusive of tax per Rule 9 section B - 4 is \$9,348.00.

That portion of Advance, inclusive of tax, that is defined as a non-refundable Contribution In Aid of Construction (customer upgrades, relocations and removals) is \$0.00.

That portion of Advance, a non-cash contribution in aid of construction tax (trenching and substructures), that is not subject to refund is \$1,125.00 Per Rule 9 Section A-7.

All amounts required to be advanced by Applicant as referenced herein are subject to, and include, a tax gross-up as required pursuant to Utility's Rule 9, Section A - 18, as shown on the Contribution In Aid of Construction (CIAC) / Project Cost Worksheet, hereto as "**Exhibit B**" and made a part hereof.

The allowance pursuant to Rule 9, Section B - 3 is \$2,565.00.

D. The proportionate share advance, not discussed elsewhere, and which is subject to refund is to become a proportionate participant in an existing line extension, inclusive of the refundable advance. Contracts now in effect which this applicant now becomes a proportionate participant as per Rule 9, Section A - 16 are:

<u>Contract No.</u>	<u>Dated</u>	<u>Expiration</u>	<u>Title</u>

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000174535A**
Project No: **0000174535**
Date Prepared: **05/21/2004**

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

THIS CONTRACT IS CONTINGENT TO PROJECTS and / or completion of PROJECTS as Listed:

Project No. _____	Initiated _____	Title _____

AGREEMENT

1. Definitions

In addition to other words and terms defined elsewhere in this Agreement, as used herein, the following words and terms have the following meanings respectively.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of UTILITY Standards are, to the best of Utility's knowledge, compliant with the applicable UTILITY Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of UTILITY facilities under this Agreement and as may be further described in **Exhibit "A"** and the Project. Adjustments include without limitation Betterments.

1.3 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

- i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or
- ii) The shortest practical route deemed suitable by Utility.

1.4 Construction Allowance: The maximum amount that Utility may invest, in accordance with Rule 9, toward the Cost of Adjustments excluding Betterments and Applicant requested upgrades.

1.5 Cost or Costs: Both direct and related indirect costs attributable to performance under this Agreement.

- i) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.
- ii) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.
- iii) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

1.6 In-Service Date: The date on which specific UTILITY facilities are released, in writing, to the jurisdiction of Utility's dispatcher.

1.7 Line Extension Project: the Utility facilities that will be added, altered, relocated or removed, as shown in **Exhibit "A"** Utility's design provided in accordance with section 3.1 herein.

1.8 UTILITY Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant and as may be subsequently revised as deemed appropriate in Utility's sole discretion.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000174535A**
Project No: **0000174535**
Date Prepared: **05/21/2004**

2. Description and Design of Line Extension Project

2.1 Utility's Conceptual Engineering Design for the Line Extension Project is provided in Exhibit "A" hereto. Exhibit "A" may be amended from time to time by Utility to reflect changes.

3. Project Cost ,Cash Advance and Refunds

3.1 **Exhibit "B"** hereto provides the components of the Costs of the said Line Extension Project. Payable by Applicant under this Agreement per the guidelines set forth in Rule 9.

3.2 Refunds: All refundable advances may not receive a 100% refund from original advance amount, refunds are based on allowances and proportionate share connections

4. Applicant's Obligations

4.1 Applicant will pay all Costs as specified in **Exhibit "B"**.

4.2 The Applicant and its agents will perform in accordance with all applicable laws, ordinances, rules, regulations, standards, and codes and must comply with Utility's Standards, the National Electric Code, the National Electric Safety Code, and all other federal, state and local requirements that may apply.

4.3 Applicant is liable to UTILITY for any damage to Utility's facilities caused by Applicant or Applicant's agents. Applicant will pay Utility all reasonable Costs incurred to repair any such damage

4.4 Applicant will pay Utility's invoices within 30 days of receipt.

4.5 Applicant understands that Utility relies on information provided by the Applicant when performing its obligations under this Agreement. Notwithstanding anything to the contrary herein, the Applicant assumes all responsibilities and liabilities for repair, replacement, modification or other work to facilities, resulting from or arising out of:

- i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or
- ii. Changes effecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
- iii. That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities

4.6 For facilities installed by the Applicant:

- a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.
- b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.7 If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under **Exhibit "A"**, then within 60 days of written notification by the Utility, the Applicant must pay reduction of service or termination charges in accordance with Section A.25 of Rule 9. .

5. Property Rights

5.1 Applicant will, without cost to UTILITY, grant, or obtain for UTILITY, all property rights, such as easements, conveyances, deeds, permits and rights-of-way, that UTILITY deems it requires for the UTILITY facilities or any portion thereof, affected under this Agreement.

5.2 UTILITY is not obligated to commence construction of any facilities until the required property rights are permanently granted to UTILITY in a manner that is satisfactory to UTILITY as to both location and form.

5.3 All facilities constructed and equipment installed by the Applicant, as defined by "**Exhibit A**" under this Agreement will become property owned, maintained, and controlled by the UTILITY upon Utility's Acceptance.

5.4 The obligations of property rights contained herein shall survive any termination of this Agreement.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000174535A**
Project No: **0000174535**
Date Prepared: **05/21/2004**

6. Guarantees

6.1 Applicant guarantees, regardless of Utility's Acceptance, all work performed and all material furnished under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 UTILITY may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship that develop during the one-year period. Should UTILITY choose to remedy such defect, Applicant will pay UTILITY all Costs incurred.

6.3 Where the Applicant has requested the Utility to install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas, the Applicant shall be responsible for the relocation or modification of any electric facilities where any conflict in accordance with Section A-10 of Rule 9.

7. Defaults

7.1 If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8. Confidentiality

8.1 The Parties may exchange information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Any such information that a Party wants to be treated as "Confidential Information" under this Agreement, must be labeled as confidential on each written document or designated as confidential in writing for such information exchanged orally.

8.3 Each Party shall protect all information designated as "Confidential Information" in a reasonable manner, with no fewer protections than it uses to protect its own confidential information.

8.4 Upon request by either Party, the other Party must promptly either return to the requesting Party, or certify the destruction of, all Confidential Information provided to the non-requesting Party, together with all copies and extracts.

8.5 If the disclosure of any information identified as "Confidential Information" is requested or required by any court or administrative body by either Party, then the other Party must be promptly notified and is authorized to seek a protective order preventing or limiting disclosure.

9. Force Majeure

9.1 Neither Party is liable to the other, for any delay or non-performance due solely to causes beyond the Party's control for the period that such cause exists.

- a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.
- b) An act or omission is not deemed to be beyond a Party's control if it is:
 - i. Related to any payment obligation,
 - ii. Caused by normal wear and tear, or
 - iii. Committed, omitted or caused by that Party, its agents, or affiliates.

9.2 If a Force Majeure Event is claimed by a Party, then that Party must:

- a) Give written notice to the other Party describing the particulars of the occurrence as soon as reasonably practicable after the beginning of said occurrence.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000174535A**
Project No: **0000174535**
Date Prepared: **05/21/2004**

- b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.
- c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

9.3 All such notices must be accompanied with complete information sufficient to enable the Party receiving the notice to evaluate the correctness of the matters asserted therein. The failure of a Party to comply with these requirements is an event of default.

10. Representations

10.1 Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement.

11. Precedence

11.1 This Agreement is made by Utility pursuant to its currently effective rules filed with and approved by the Commission. Those rules supersede any portion of this Agreement should a conflict arise. This Agreement is, at all times, subject to such changes or modifications by the Commission, as for the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 This Agreement supersedes all prior negotiations, representations and agreements, whether oral or written, between the Parties relating to this Agreement. Any promise or representation relative to this Agreement that is not specifically set forth in this Agreement binds neither Party.

12. Miscellaneous Provisions

12.1 Indemnity: Applicant agrees to indemnify and save harmless UTILITY from any and all claims or losses that result or arise from, construction activities taken by or on behalf of the Applicant including, without limitation, trenching, conduit installation, and backfill.

12.2 Assignment: This Agreement will be binding upon the trustees, successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Except that either Party may assign this Agreement with written notice but without the consent of the other Party, to any successor corporation in any merger or to a company which it controls, is controlled by, or is under common control with.

12.3 Limitation of Damages: Notwithstanding anything to the contrary, a Party is not liable to the other Party for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits. This limitation on damages shall not apply to indemnification claims pursuant to Section 12.1.

12.4 Choice of Law and Venue: This Agreement will be interpreted and enforced in accordance with Nevada law, excluding its conflict of law rules. The venue for any disputes between the Parties that are beyond the scope of the Commission's jurisdiction is any proper court located in Clark County, Nevada.

12.5 Waiver: A Party's failure to enforce any of the provisions of this Agreement or to require performance by the other Party of any of its provisions will not be construed as a waiver of such provisions, nor in any way construed to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every provision of the Agreement.

12.6 Independent Contractor: Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

12.7 Integration and Modification: If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement.

RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000174535A**
Project No: **0000174535**
Date Prepared: **05/21/2004**

12.8 Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.

13. Term And Termination

13.1 This Agreement is effective on the date signed by both Parties and will remain in effect until all obligations hereunder are satisfied unless otherwise stated Per Rule 9 section 5.

13.2 This Agreement shall commence upon the signing of the UTILITY and shall terminate without further notice five (5) years from execution date. Applicant shall not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9 section 4.

13.3 Any default, expiration, or termination of this Agreement does not release a Party from any liability or obligation to the other Party for:

- a) Utility's claims based on Applicant's Section 4.5 obligations;
- b) Payment of reduction of service or termination charges in accordance with Section 4.7.
- c) Any indemnification claim that arises pursuant to Section 12.1;
- d) Payment of any amounts due prior to or resulting from termination.

14. Notices

14.1 All written notices, payments, or other official correspondence related to this Agreement may be sent by any method with the exception that notices of default in accordance with Section 7 must be sent using a method that provides documentation of delivery. Notices are effective and deemed to have been received as documented by the method of delivery, upon presentation if hand-delivered, or on the third business day following deposit for transmittal for any delivery method that does not provide documentation of delivery.

14.2 The Parties will send all written notices required in this Agreement to the addresses stated below, which may be revised at any time by providing written notice to the other Party of such change.



RULE 9
LINE EXTENSION AGREEMENT

Contract No: **LEA0000174535A**
Project No: **0000174535**
Date Prepared: **05/21/2004**

UTILITY		Applicant
Address	6226 W. Sahara Ave. Las Vegas, NV 89146	400 east stewart las vegas, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E.LONE MOUNTAIN RD LAS VEGAS, NV 89031 MS: 94B	
Tax ID #		88-6000-1-98
Project Coordinator	KATHLEEN CUNNINGHAM	Tom Hayes
Telephone	702/657-4313	
Cellular Telephone		
FAX		
Email Address	KC11292	

IN WITNESS WHEREOF, the Parties hereto execute this Agreement as of the date set forth above.

NEVADA POWER COMPANY

City of Las Vegas

By: David R. Benites

By: Gary Reese

Name: ~~Robert R. Pennington~~
DAVID R. BENITES

Name: GARY REESE

Title: Team Leader, New Business LVN

Representing: CITY OF LAS VEGAS

Date: 10.22.04

Title: Gary Reese, Mayor Pro-Tem

Date: 11/22/2004

Attest:

By: Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Zwaan 10-18-04
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Fifth Amendment to Professional Services Agreement with Parsons Brinckerhoff Quade and Douglas, Inc., for professional services related to the continuation of engineering services in support of the design and construction of the I-15 Freeway Channel Project, Charleston Lateral Extension (\$54,849 - Clark County Regional Flood Control District [CCRFCD]) - Wards 1, 3 and 5 (Moncrief, Reese and Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$54,849.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	CCRFCD

PURPOSE/BACKGROUND:

The City desires to complete the design and construction of the Charleston Lateral Extension portion of the I-15 Freeway Channel Project and to have the design engineer continue to provide construction support services throughout this period.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fifth Amendment to Professional Services Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - **UNANIMOUS** with **WOLFSON** not voting and **MACK** abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

**FIFTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
I-15 Freeway Channel Project**

THIS FIFTH AMENDMENT made and entered into as of the 17th day of Nov., 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "CITY") and PARSONS, BRINCKERHOFF, QUADE AND DOUGLAS, INC. (herein the "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY and the CONSULTANT have entered into a Professional Services Agreement dated March 23, 1998 for the design of the I-15 Freeway Channel Project including the First Amendment thereto dated October 26, 1998, the Second Amendment thereto dated September 1, 1999, the Third Amendment thereto dated November 17, 1999, and the Fourth Amendment thereto dated September 18, 2002 (herein the "AGREEMENT"), retaining the services of the CONSULTANT in connection with the design of the I-15 Freeway Channel flood control improvements more fully described therein (herein the "PROJECT"); and

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

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

1. Section VIII, Compensation and Terms of Payment, Paragraph B.3 of the AGREEMENT is hereby amended to change the amount referenced therein for Additional Services of the CONSULTANT from \$658,136.00 to **\$712,625.00** and to change the total amount of the entire Agreement referenced therein from \$1,711,736.00 to **\$1,766,585.00**.

2. Insert new Exhibit B-05 Additional Services, Exhibit C-05 Additional Services Manpower Task Breakdown, Exhibit D-05 Additional Services Cost Derivation, identified as Amendment 05 Exhibits, and Exhibit G-05, all as attached hereto.

...

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

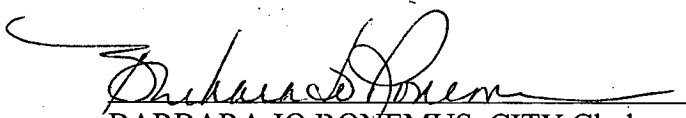
CITY OF LAS VEGAS

By

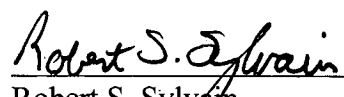

~~OSCAR B. GOODMAN, Mayor~~

Gary Reese, Mayor Pro-Tem
"CITY"

ATTEST:


BARBARA JO RONEMUS, CITY Clerk

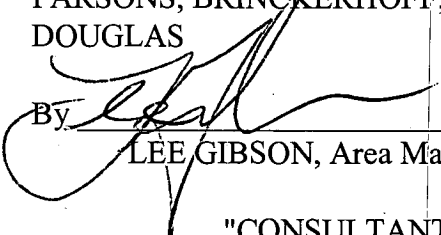
APPROVED AS TO FORM:

 10-17-04

Robert S. Sylvain Date
Deputy CITY Attorney

PARSONS, BRINCKERHOFF, QUADE &
DOUGLAS

By


LEE GIBSON, Area Manager

"CONSULTANT"

Amendment 05
Exhibit B-05
Additional Services

- 9.10 Provide separate Sanitary Sewer Plan and Profile Sheets for the project. This design was originally included in the plan and profile sheets for the storm drain design.
- 9.11 Revise the UPS Lateral Design Drawings to reflect the latest configuration, which was modified to accommodate the property owner's request and to eliminate the need for a building demolition.
- 19.00 Additional engineering services to complete the design of the Charleston Lateral Extension, which was delayed due to funding issues. Also provide exhibits and supporting information for presentation to Regional Flood Control Commission & Committees.
- 20.00 Construction Support, Charleston Lateral Extension - Provide assistance to CLV when requested, in performing the following tasks related to engineering support during construction of the Charleston Lateral Extension:
- Provide written responses to request for technical clarifications and information (RFI) from the Contractor.
 - Provide written responses to Memos to Designer from CLV.
 - Attend construction progress meetings as requested
 - Revise drawings to incorporate changes
- 21.00 As-Built Drawings: On completion of construction of the Charleston Lateral Extension, provide as-built drawings of this portion of the project. Incorporate contractor's as-built red-line comments, RFI responses, change orders and clarifications and furnish one set of mylar drawings and one electronic CD of drawing AutoCAD files.

Note: Any services provided to CLV that are as a result of any deficiency in the plans or specifications will be provided at no charge to CLV.

**Amendment 05
Exhibit C-05
Additional Services
Manpower Task Breakdown**

Task #	Description	Principal in Charge	Structural Manager	Project Manager	Senior Engineer	Engineer	Cadd	Admin	Total
9.10	Separate SS Plan and Profile Drawings								
	Management & Administration		1	2					
	Breakout SS Plans & Profiles					4	32		
	Subtotal	0	1	2	0	4	32	0	0
9.11	UPS Lateral Redesign								
	Management/Meetings			8	4			4	16
	Property & ROW Survey			2	2		4		8
	Utility Investigation/Design	1		4	8	8	12		33
	Drainage Design Modifications			2	4				6
	Structural Design	1	2		2		4		9
	Contract Plans & Specification Revisions	1		4	8	8	32	2	55
	Cost Estimate Update			4	4	4			12
	Subtotal	3	2	24	32	20	52	6	139
19.00	Additional Charleston Lateral Design								
	Management and Administration	1		8					9
	Additional Design and Drafting		2		24	40	80		146
	Prepare RFCD Exhibit & Estimates, Attend Meetings			2	4	4	16		26
	Update Cost Estimate & Review Specifications				2	8		4	14
	Subtotal	1	2	10	30	52	96	4	195
20.00	Construction Support, Charleston Lateral Extension								
	Management & Administration			2	8				10
	Respond to RFIs and Memos			2	4	24	16		46
	Attend Progress Meetings			8	8				16
	Drawing Revisions				8	24	40		72
	Subtotal	0	0	12	28	48	56	0	144
21.00	As-Built Drawings - Charleston Lateral Extension								
	Management and Administration			2	4				6
	Review RFI's, Change Orders, etc.				2	8			10
	Complete As-built Pick-ups to AutoCAD Drawings (36 Ea)					16	72		88
	Subtotal	0	0	2	6	24	72	0	104
	TOTAL	4	5	50	96	148	308	10	582

**Amendment 05
Exhibit D-05
Additional Services
Cost Derivation**

Date: September 28, 2004
Prepared for: I-15 Freeway Channel - Ivanhoe Way to Alta Drive & Charleston Lateral Extension
PB Project No.: 31604
Prepared by: John Clark/Eric Hsu
Checked by: Sam Tso

Overhead Multiplier= 2.6915

Task #	Description	Principal in Charge	Structural Manager	Project Manager	Senior Engineer	Engineer	Cadd	Admin	Subtotal	Sub Consultants	Computer	Direct Cost	Fee	Total
	Raw Labor Cost	\$50.00	\$42.00	\$34.00	\$34.00	\$24.00	\$20.00	\$18.00			\$5.40		12.0%	
	Burdened Labor Cost	\$134.58	\$113.04	\$91.51	\$91.51	\$64.60	\$53.83	\$48.45						
9.10	Separate SS Plan and Profile Drawings	\$0	\$135	\$269	\$0	\$538	\$4,306	\$0	\$5,248	\$0	\$179	\$292	\$630	\$6,350
9.11	UPS Lateral Redesign	\$404	\$226	\$2,196	\$2,928	\$1,292	\$2,799	\$291	\$10,136	\$1,500	\$313	\$334	\$1,216	\$13,500
19.00	Additional Charleston Lateral Design	\$135	\$226	\$915	\$2,745	\$3,359	\$5,168	\$194	\$12,742	\$0	\$603	\$627	\$1,529	\$15,500
20.00	Construction Support, Charleston Lateral Extension	\$0	\$0	\$1,098	\$2,562	\$3,101	\$3,014	\$0	\$9,776	\$0	\$380	\$671	\$1,173	\$12,000
21.00	As-Built Drawings - Charleston Lateral Extension	\$0	\$0	\$183	\$549	\$1,550	\$3,876	\$0	\$6,158	\$0	\$428	\$175	\$739	\$7,500
		\$538	\$587	\$4,662	\$8,785	\$9,840	\$19,163	\$484	\$44,060	\$1,500	\$1,903	\$2,099	\$5,287	\$54,849
Check =														\$54,849

**Exhibit G-05
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	Parsons Brinckerhoff Quade & Douglas, Inc.
Address	3930 Howard Hughes Parkway, Ste 300 Las Vegas, NV 89109
Telephone	(702) 697-8100
EIN or DUNS	11-1531569

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	
Engineering Services for I-15 Freeway Channel	
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	Michael J. Schneider	500 S. Main Street, Orange CA	(714) 973-4880
2	Keith J. Hawksworth	One Penn Plaza, NY, NY	(212) 465-5000
3	Paul H. Gilbert	999 3 rd Ave., Suite 2200, Seattle, WA	(206) 382-5200
4	D.P. Shah	One Penn Plaza, NY, NY	(212) 465-5000
5	Christopher E. Reseigh	465 Spring Park Place, Herndon, VA	(703) 742-5700
6	Stanley K. Kawaguchi	1001 Bishop Street, Honolulu, HI	(808) 531-7094
7	Richard A. Schrader	One Penn Plaza, NY, NY	(212) 465-5000
8	Robert H. Bramen	500 S. Main Street, Orange CA	(714) 973-4880
9	Thomas J. O'Neill	One Penn Plaza, NY, NY	(212) 465-5000
10	William D. Kennedy	One Penn Plaza, NY, NY	(212) 465-5000
11	Bruce E. Podwal	11757 Katy Freeway, Houston, TX	(281) 558-7273
12	Paul C. Byrne	2777 N. Stemmons Freeway, Dallas, TX	(214) 638-2888

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

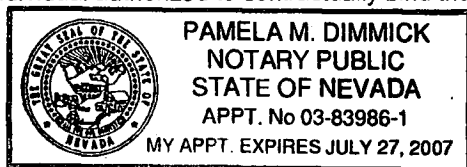
Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



[Signature]

Name

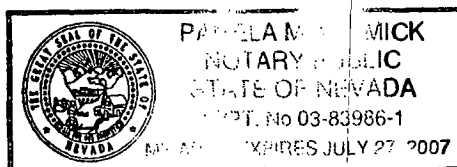
10/13/2004

Date

Subscribed and sworn to before me this 13th day of

October, 2004.

[Signature]
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Professional Services Agreement with Terracon for material testing on the City of Las Vegas Special Improvement District 607 - Providence Project (\$500,000 - City of Las Vegas Special Improvement District [CLV SID] 607) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$500,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	CLV SID 607

PURPOSE/BACKGROUND:

Terracon will provide the City with material testing services and clerical support for the construction associated with SID 607, generally bounded by Hualapai Way to the east, Puli Road to the west, Centennial Parkway to the south, and Grand Teton Drive to the north.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

**PROFESSIONAL SERVICES AGREEMENT
FOR MATERIAL TESTING**

THIS AGREEMENT is made and entered into this 17th day of Nov., 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and Terracon (herein the "Consultant").

W I T N E S S E T H:

WHEREAS, the City intends to construct the Special Improvement District no. 607 – Providence (herein the "Project"); and

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

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

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

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

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

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

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

of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

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

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

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

SECTION TWO CITY RESPONSIBILITIES

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

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from

public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX TERM OF AGREEMENT

6.01 Term. This Agreement shall commence on the day it is approved by the City Council or other person duly authorized to execute this Agreement (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect for three (3) calendar years or until the Project is completed, whichever occurs first, unless the City serves upon the Consultant a thirty (30) day written Notice of Termination pursuant to Section 10.02. The termination of this Agreement shall not release either party from any of its continuing obligations hereunder.

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside Five Hundred Thousand dollars (\$500,000.00) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services. For the services set forth in Exhibit "A", the City shall compensate the Consultant based upon the hours worked set forth in Exhibits "C" and "D" which compensation shall be paid pursuant to monthly invoices. The amount of the aforementioned costs to be paid to the Consultant shall be based upon the actual number of hours worked by the Consultant.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or trip fees and unit test rates set forth in Exhibit "B" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed Fifty Two Thousand Five Hundred Ninety Two dollars (\$52,592.00) without the prior written approval of the City.

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

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

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

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

7.08 Final Payment. Within thirty (30) days after the expiration of the three (3) calendar year term of the agreement or the completion of construction and close-out of the

Project, whichever occurs first, the City shall make the final payment for any additional services which might have been provided by the Consultant.

SECTION EIGHT PERFORMANCE STANDARDS

8.01 *Performance Standards.* The parties hereto have agreed to general performance standards which is set forth in Exhibits "A" attached hereto. The Performance Standards identifies all tasks required by the consultant to be performed.

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

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 *Records.* The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be mentioned for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

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

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

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

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

- (i) If the Consultant shall default in the due observance and performance of any term, condition or covenant contained in this Agreement,
- (ii) If the Consultant shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing to the inability to pay its debts as they become due, (c) make a

general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

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

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

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

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

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

10.05 Insurance.

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

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

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

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

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

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

D. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

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

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a

result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

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

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

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

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

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

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

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-

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

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

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

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

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

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

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

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for

performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

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

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

TO CITY:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT:

Terracon
4343 South Polaris Avenue
Las Vegas Nevada 89103

Fax: 597-9009

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

10.20 Dispute Resolution.

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

representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

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

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

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

the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

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

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

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

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

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

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

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

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

10.24 Agreements Version. This Agreement utilizes the City's standard form updated as of August 27, 2003.

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...

IN WITNESS WHEREOF, the parties have caused this Agreement for the Special Improvement District No. 607 - Providence to be executed the day and year first above written.

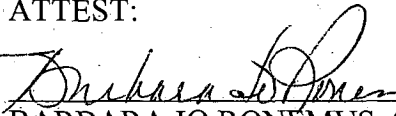
CITY OF LAS VEGAS

By:

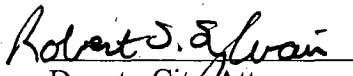

~~OSCAR B. GOODMAN, Mayor~~
Gary Reese, Mayor Pro-Tem

"City"

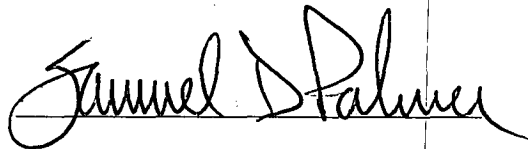
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 10-26-04
Deputy City Attorney Date

By:



Its: Samuel D. Palmer, P.E., C.E.M.
Vice President
Division Manager

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manpower Estimated Units Worksheet (Section 7.02)
Exhibit "D"	Hourly Rate Fee and Total Estimated Fee (Sections 7.02, 7.03)
Exhibit "E"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09(iii))

**EXHIBIT A
SCOPE OF SERVICES
MATERIAL TESTING, CLERICAL SUPPORT AND
GENERAL PERFORMANCE SCHEDULE**

DESCRIPTION OF PROJECT:

Services to be provided under the terms of this Agreement are for material testing and clerical support services on the Providence S.I.D. 607 project and other assigned duties for the City of Las Vegas.

SAMPLING AND TESTING CRITERIA:

All sampling and testing shall be performed in accordance with the following standards:

1. American Society for Testing and Materials (ASTM)
2. American Association of State Highway Transportation Officials (AASHTO)
3. Standards Specifications for Public Works Construction, Off-site Improvements, Clark County Area (Std.Specs).
4. American Concrete Institute (ACI)
5. The Asphalt Institute
6. Portland Cement Association (PCA)
7. CLV Policy / Procedures

100 COORDINATION

- 110 **Site Visit and Project Management** – The City of Las Vegas will direct, supervise, and provide technical oversight of Terracon employees assigned to this project.
- 120 **Reports** – Terracon clerical staff shall prepare and submit field and laboratory tests results obtained by Terracon employee assigned to this project. Reports stamped and sealed by a Nevada Professional Engineer, certifying that all sampling and testing procedures have been performed in accordance to accepted industry standards are not required for this project.
- 150 **Full Time Technician** – The Consultant shall provide qualified technician to perform field and laboratory tests as directed by the City's Representative. The Consultant concrete, asphalt and soils field testing equipment shall be provided by Terracon. Laboratory testing will be performed in the City's laboratory. Terracon, in addition to field equipment shall also provide the technician a vehicle and phone. The technician shall present weekly time card to the City's Representative for signature establishing the time of arrival and departure from the City's home office located at 3001 Ronemus Drive.

EXHIBIT B
ADDITIONAL SERVICES
PROVIDENCE S.I.D. 607 IMPROVEMENT PROJECTS
MATERIAL TESTING AND CLERICAL SUPPORT SERVICES

The following Services may be performed at the discretion of the City of Las Vegas when authorized in writing.

- A. Any other services that the City may require in relation to Material Testing or Geotechnical evaluation.
- B. A request for field or engineering services or laboratory work will be charged in accordance with our attached Fee Schedule. A copy of our laboratory fee schedule is presented in this exhibit.

Terracon

PUBLIC WORKS FEE SCHEDULE - 2004

LAS VEGAS

PROFESSIONAL SERVICES

	<u>Hourly Rate</u>
Senior Inspector	\$75
Field Testing Technician	67
Lab Technician (Special sample preparation)	61
Overtime Surcharge (Over 8 hours per day and Saturdays, Sundays, and Holidays)	14
Clerical	43

	<u>Hourly Rate</u>
Principal Engineer/Geologist	\$163
Senior Materials Engineer	130
Project Engineer/Geologist	103
Project Manager	87
Staff Engineer/Geologist/Supervisor	70
Draftsperson	48
Special Consultation, Expert Testimony, & Court Appearance	Quote on Request

LABORATORY TESTING

SOILS

	<u>Unit Price</u>
Sieve Analysis	
a. 3-inch thru No. 200 sieves	\$112
b. Percent passing No. 200 sieve only	40
Specific Gravity	84
Hydrometer Analysis	135
Liquid-Plastic Limit	75
Moisture Content	13
Moisture-Density Determination	
Proctor(Uncorrected)	145
Proctor(Corrected)	220
Harvard Miniature	148
One Point Check	76
Expansion Test	70
Solubility Test	68
Sand Equivalent, 3 trials	81
Sodium and Sulfate Content	57
R-Value	254
Permeability	187
CBR	406
Resistivity of Soils	140

AGGREGATES

Sieve Analysis	
a. Coarse & Fine Aggregates through No. 200	112
b. Percent Passing No. 200 sieve only	40
d. Large Pit-Run Samples (+3 in.), per hour	68
Specific Gravity, Coarse	68
Specific Gravity, Fine	102
Unit Weight	51
Los Angeles Abrasion	146
Sodium or Magnesium Sulfate Soundness (ASTM C88) Coarse or Fine; 5 cycles	249
Organic Impurities	55
Clay Lumps and Friable Particles	102
Flat and Elongates Coarse Aggregate	113
Lightweight Particles Coarse or Fine	113
Fractured Coarse Agg.	147
Cleaness Valve, No. 67 Agg.	90
Cleaness Valve, No. 4 Agg.	130

PORTLAND CEMENT CONCRETE AND MASONRY

	<u>Unit Price</u>
Compressive Strength Test	
a. Cylinder, each	\$17
b. Cylinder, set of 4	65
c. Cylinder, set of 5	75
d. 2 x 2 Cubes, each	17
e. 2 x 4 Mortar Cylinders, each	15
f. Grout Prism, each	16
g. Concrete Core, each	33
h. Flexural Beam, each	68
i. Grouted Masonry Prism	113
j. Shotcrete Panel, set of 6 cores	220
Provide 6 x 12 Cylinder Molds, each	4
Concrete Mix Design, Trial Mix 1 Cement Content (incl. agg. sieve & specific gravity & compressive strength cylinder)	720
Concrete Mix Design, Trial Mix 3 Cement Contents (incl. agg. sieve & specific gravity & compressive strength cylinder)	1,320

ASPHALTIC CONCRETE

Hveem Stability Inc. Air Voids & Unit Weight	230
Extraction of Asphalt, % Bitumen only	87
Extraction and Gradation	190
Marshall Test (3 specimens) Inc. stability, flow, voids and unit weight	210
Bulk Specific Gravity & Thickness asphaltic concrete cores	39
Asphaltic Concrete Mix Design, Marshall Method	1,622
Theoretical Maximum Specific Gravity	.98
Immersion-Compression	324
Lottman/ Retained Strength	541
Ignition of Asphalt, % Bitumen only	55
Ignition and Gradation	158
Calibration of Ignition Oven-per Design	420
Moisture Content of Asphalt	41

NOTE: Rush laboratory service available at 30 percent surcharge

DIRECT CHARGES

Per Diem and Lodging, out of town project	\$27/day + lodging
Automobile or Pick-up, out of town project	\$0.45/mile or \$146/week minimum
4-Wheel Drive Vehicle, out of town project	\$0.70/mile or \$216/week minimum
All other direct project expenses, i.e. special equipment rental, commercial travel, bulk reproduction, protective clothing, etc.	Cost + 15%
Provide on-site field laboratory facilities and test equipment	Quotation on Request

RATES OR TESTS NOT LISTED ABOVE Available on Request
GEOTECHNICAL AND ENVIRONMENTAL ENGINEERING SERVICES Fee Schedule Available on Request

EXHIBIT C

MANPOWER ESTIMATED UNITS WORKSHEET

Task No.	Description	Frequency	Assumptions	Estimated Units
100	COORDINATION			
120	Reports - Clerical			
	Clerk	12 hrs per week	156 weeks	1872
150	Full Time Testing Technician			
	Technician	8 hrs. / day	36 mo.	6240

Note: based upon 2080 work hours per year

EXHIBIT D **HOURLY RATE FEE AND TOTAL ESTIMATED FEE**

Task No.	Description	Estimated Units	Audited Mult. Rate	Profit	Base Rate	Unit Rate	Estimated Fee
100	COORDINATION						
120	Reports - Clerical Clerk	1872				39.00	\$ 73,008.00
150	Full Time Testing Technician Technician	6240				60.00	\$ 374,400.00

Estimated Total Fee:	\$ 447,408.00

Note: (1) Overtime will be charged at 1.5 times the hourly rate.

City of Las Vegas
 400 Stewart Avenue
 Las Vegas, Nevada 89101
 Attn: Daniel W. Muirhead, P.E.

Exhibit E
 Invoice

Invoice Date:
 Project No.:
 Invoice No.:
 Invoice Period

Material Inspection and Testing Services
 Special Improvement District No. 607 - Providence

Task No.	Description	Full Time Technician			Word Processor			Fee This Period
		This Period	Invoiced To Date	Remaining	This Period	Invoiced To Date	Remaining	
100	COORDINATION							
120	Reports - Clerical Clerk						1872	\$ -
150	Full Time Testing Technician Technician			6240				\$ -
	Total \$:	\$ -	\$ -	\$374,400.00	\$ -	\$ -	\$ 73,008.00	\$ -

Total This Period
 Less 5% retention
 Total Due This Invoice
 Total Invoice To Date
 Total Budget Remaining

\$ -
\$ -
\$ -
\$ -
\$ 447,408.00

Exhibit G CERTIFICATE

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		Type of Business	
	Individual		Partnership
	Limited Liability Company		Corporation

Exhibit G
CERTIFICATE

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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.	The Terracon Companies, Inc.	16000 College Blvd.	913-599-6886
2.	(Own 100% of Stock)	Lenexa, Kansas 66219	
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

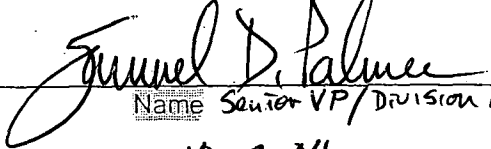
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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: _____

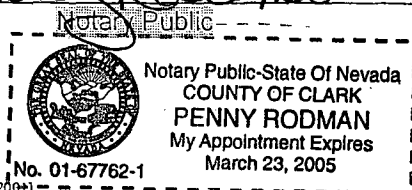
Number of Pages: _____

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 Samuel D. Palmer
10-8-04
Date

Subscribed and sworn to before me this 8 day of

October, 2004

Division	Employee Full Name	Location Description	Principal Status
CE	Levorson, Steven M	Lenexa	A
CE	Denny, Craig K	Lenexa	P
CE	Dvorak, Kent D	Lenexa	P
CE	Koch, David E	Lenexa	P
CE	Marsh, Joseph W	Lenexa	P
CE	Sharma, Lok M	Lenexa	P
CE	Lidholm, Eric H	Columbia	A
EC	Beck, William K	Bettendorf	P
EC	Lyons, Richard A	Bloomington	A
EC	Bucher, Stephen A	Naperville	A
EC	Pavlicek, Robert W	St. Louis	A
EC	Kunz, Eric D	Rockford	A
EC	Thayer, William B	Naperville	A
EC	Harrison, Patrick J	Milwaukee	P
EC	Bradfield, Brett E	Kenosha	A
EC	Peterson, David W	Naperville	A
EC	Jefferis, Keven M	Naperville	P
EM	Parson, Dean R	Fort Collins	A
EM	Jobe, Douglas J	Fort Collins	P
EM	Paas, Edward J	Longmont	P
EM	Anderson, Michael E	Wheat Ridge	A
EM	Bolders, John J	Wheat Ridge	A
EM	Broncucia, Philip E	Wheat Ridge	A
EM	Thomas, Daren L	Wheat Ridge	A
EM	Moussallem, Maroun M	Wheat Ridge	P
EM	Israel, L. Daniel	Wheat Ridge	P
HB	Neely, Steven R	Houston	A
HB	Senter, J Kelly	Houston	A
HB	Cobb, C Harold III	Houston	P
HB	Martens, Thomas R	Houston	P
HB	Roberts, Jeffrey C	Houston	P
HB	Burroughs, Kyle J	Dallas	A
HB	Cox, Lyndon J	Dallas	A
HB	Simpson, Rusty L	Dallas	A
HB	Barnes, Ralph B	Dallas	P
HB	Covert, Michael E	Dallas	P
HB	Spriggs, Jack L	Dallas	P
HB	Akeman, Kemp E	Fort Worth	A
HB	Johns, Hilary D	Austin	A
HB	Pickett, David L	Austin	A
HB	Bierschwale, James G	Austin	P
HB	Cozart, George D	Austin	P
IA	Gallet, Andre M	Cedar Rapids	P
IA	Brown, Sean D	Des Moines	P
NC	Hagemeister, Michael E	Omaha	A
NC	Prost, Edward D	Omaha	A
NC	Johnson, Paul W	Omaha	P
NC	Svingen, David M	Omaha	P
NC	Waxse, Joseph A	Omaha	P
NC	Breitzman, William J	White Bear Lake	A
NC	Gapinske, August T	White Bear Lake	P
NW	Nebel, Daniel C	Billings	A
NW	Waite, Clair A	Boise	A
NW	Merhar, Michael R	Boise	P

Division	Employee Full Name	Location Description	Principal Status
NW	Peterson, Jerry A	Boise	P
SC	Hawkins, Michael H	Garden City	A
SC	Fischer, Steven R	Wichita	A
SC	Wallace, Kenneth C	Wichita	A
SC	Aldrich, Douglas A	Wichita	P
SC	Schwieger, Kent J	Wichita	P
SC	Wood, Philip D	Oklahoma City	A
SC	Shepherd, Jerry D	Oklahoma City	P
SC	Homan, Michael H	Tulsa	P
SC	Finn, Gerald W	Oklahoma City	P
SE	Lagrow, Timothy G	Nashville	A
SE	Srock, Christopher S	Atlanta	A
SE	Najm, Jamal C	Atlanta	P
SV	Bradley, Gary K	Corporate	A
SV	Hill, Lori H	Corporate	A
SV	Milano, Frank K	Corporate	A
SV	O'Grady, Michael J	Corporate	A
SV	Richey, Nancy E	Corporate	A
SV	Warn, Thomas E	Corporate	A
SV	Gaboury, David R	Corporate	P
SV	Herting, Roger R	Corporate	P
SV	Langwell, Kevin F	Corporate	P
SV	Loveridge, Douglas	Corporate	P
SV	Whited, Dennis E	Corporate	P
SW	Turney, Stanley E	Tucson	P
SW	Bowman, Andrew E	Las Vegas	A
SW	Pentony, Kevin J	Las Vegas	A
SW	Ludwig, Ronald R	Las Vegas	P
SW	Clark, Donald R	Phoenix	P
SW	Palmer, Samuel D	Las Vegas	P
TA	Autry, Grant K	Raleigh	A
TA	Perez, David M	Raleigh	A
TA	Hale, Barney C	Raleigh	P
TA	Caldwell, Hugh C	Charlotte	A
TA	Hyman, Jerry W	Charlotte	A
TA	Schrum, Michael W	Charlotte	A
TA	Bonner, Carl F	Greenville	A
TA	Neel, Robert H Jr	Greenville	A
TA	Pearce, Richard A	Atlanta	P
TS	Barkley, Donald R	Naperville	P

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement with VPoint for engineering design services for the Craig Road Relief Sewer Project (\$98,470 - City of Las Vegas [CLV] Sanitation Fund) - Ward 6 (Mack)

Fiscal Impact:

☐ No Impact	Amount:	\$98,470.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	CLV Sanitation Fund

PURPOSE/BACKGROUND:

The City requires preliminary engineering, final design, bidding phase support and basic construction management support services for the Craig Road Relief Sewer Project. The project entails the design and construction of approximately 2500 linear feet of 21-inch sewer pipeline and additional services.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR CRAIG ROAD RELIEF SEWER**

THIS AGREEMENT is made and entered into this 17th day of Nov, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and VPOINT (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Craig Road Relief Sewer project (herein the "Project"); and

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

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

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

**SECTION ONE
CONSULTANT RESPONSIBILITIES**

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

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

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

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

of this Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

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

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

2.03 Access to Records. The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from

public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. The Consultant shall provide the additional services described in Exhibit "B" attached hereto if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

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

SECTION FIVE SUB-CONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX TERM OF AGREEMENT

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

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

SECTION SEVEN COMPENSATION AND TERMS OF PAYMENT

7.01 General. At the time of approval of this Agreement by the City Council, the City agrees to set aside ninety-eight thousand four hundred seventy dollars (\$98,470) as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the services (basic and additional services) provided under this Agreement exceed the aforementioned amount appropriated without prior approval of the City.

7.02 Compensation: Basic Services (Lump Sum by Task). The City agrees to pay the lump sum amount attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" which is completed by the Consultant. The Consultant agrees to complete each task and, if applicable, each subtask, for the amount of the lump sum set forth in Exhibit "D" regardless of the number of manhours which must be expended to complete the performance of this Agreement. The total payments to the Consultant for the completion of these tasks shall not exceed seventy-two thousand nine hundred fifty dollars (\$72,950) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed twenty-five thousand five hundred twenty dollars (\$25,520) without the prior written approval of the City.

7.04 Invoice. An invoice shall be submitted to the City each month for the services provided during the previous month. An original invoice and one copy shall be provided to the City's Representative in the format of Exhibit "F" (Invoice Format) attached hereto. Payment shall be due within thirty (30) days after the date of receipt by the City's Representative of the monthly invoice. Failure to pay the Consultant within a 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

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

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

SECTION EIGHT PERFORMANCE SCHEDULE

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

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

SECTION NINE AUDIT: ACCESS TO RECORDS

9.01 Records. The Consultant shall maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices for a period of three (3) years after completion of this Agreement except that books, records or other documents which are subject of a pending audit shall be maintained for three (3) years after the completion of the audit. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation or support of the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents during normal business hours for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

If the books, records or other documents are not located within Clark County, Nevada, then in the event of an audit, Consultant agrees to deliver the same to the address designated by the City. If the books, records or other documents are incomplete, Consultant agrees to pay for the City's designated representative's cost to travel to Consultant's office to retrieve the omitted information needed for purposes of the audit.

9.02 Disclosure. The Consultant agrees to the disclosure of the information and reports resulting from access to records pursuant to Section 9.01 of this Agreement above provided that the Consultant is afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent

portions of the draft audit report, and that the final audit report will include written comments, if any, of the Consultant.

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

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

SECTION TEN MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

10.05 Insurance.

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

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

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

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

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

C. **Certificates and Endorsements.** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$50,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

D. **Period of Coverage.** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state such coverage and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement. The Consultant shall provide the City annually a Certificate of Insurance as evidence of such insurance.

10.06 Indemnity. Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, reasonable attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may

suffer as a result of, by reason of, or as a consequence of, the negligent or reckless act or omission of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement.

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

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

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

10.09 Consultant Warranties. The Consultant hereby represents and warrants:

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

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

(iii) That it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999 (effective October 1, 1999) as amended by Resolution 105-

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

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

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

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

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

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

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

10.16 Site Inspection. The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for

performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

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

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

TO CITY: City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT: Kathy R. Smith, P.E.
VPOINT
1009 Whitney Ranch Drive
Henderson, Nevada 89014

Fax: (702) 248-0626

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

10.20 Dispute Resolution.

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

representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

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

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

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

the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

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

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

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

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

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

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

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

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

10.24 Agreements Version. This Agreement utilizes the City's standard form updated as of July 27, 2004.

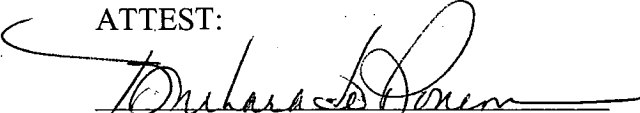
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IN WITNESS WHEREOF, the parties have caused this Engineering Design Agreement for the Craig Road Relief Sewer project to be executed the day and year first above written.

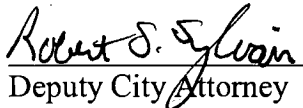
CITY OF LAS VEGAS

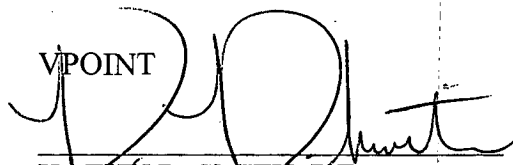
By: 
OSCAR B. GOODMAN, Mayor
Gary Reese, Mayor Pro-Tem
"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 10-17-04
Deputy City Attorney Date

VPOINT
By: 
KATHY R. SMITH, P.E.
Its: Owner

"Consultant"

EXHIBITS

Exhibit "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
Exhibit "B"	Additional Services (Sections 1.01, 4.01, 7.03)
Exhibit "C"	Manhour Estimates (Section 7.02)
Exhibit "D"	Cost Derivative and Hourly Fee Schedule (Sections 7.02, 7.03)
Exhibit "E"	General Performance Schedule (Section 8.01)
Exhibit "F"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

**CRAIG ROAD RELIEF SEWER
EXHIBIT "A"
SCOPE OF SERVICES**

PROJECT DESCRIPTION

The CITY requires preliminary engineering, final design, bidding phase support and basic construction management support services for CRAIG ROAD RELIEF SEWER. The PROJECT entails the design and construction of approximately 2500 linear feet of 21" sewer pipeline and additional services.

DESIGN CRITERIA

The design shall conform to the standards published in the latest edition of the *Uniform Standard Drawings and Specifications for Public Works' Construction Off-Site Improvements, Clark County Area Nevada* as adopted by the City of Las Vegas. The design criteria for the following agencies will also be adhered to: Regional Transportation Commission (RTC); Clark County Regional Flood Control District (CCFRCD); City of Las Vegas (sanitary sewer, traffic, flood control, etc.); Nevada Department of Transportation (NDOT); Las Vegas Valley Water District (LVVWD); Southern Nevada Water Authority and other local utility providers.

Specific design references to be used on this project include the following (note, the latest edition of each reference is to be used):

- *Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada*
- *Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume 1 and Volume II*
- *Manual of Uniform Traffic Control Devices*
- *Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada*
- *Design and Construction Standards for Wastewater Collection Systems, Southern Nevada*
- *Clark County Uniform Design and Construction Standards for Potable Water Systems.*
- Other Applicable Design Standards.

TASK 100 PRELIMINARY AND GENERAL ITEMS

105 Project Management

General project management, preparation of monthly invoices in the City's format, and coordinate the work of all subconsultants. The Consultant shall prepare a progress report to accompany each monthly invoice to document the amount of the payment requested for each task or subtask.

110 Kick-Off Meeting

Consultant shall prepare an agenda and schedule a kickoff meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice-to-proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule prepared by the Consultant (using Microsoft Project), introduce key personnel, establish lines of communications and clarify the City's, and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. By noon of the third business day following the kickoff meeting, the Consultant shall prepare and distribute draft meeting minutes to the City's project manager. The Consultant shall prepare and distribute final meeting minutes by the end of the third business day following distribution of the draft minutes.

Deliverables: Project kick-off meeting
Agenda
Meeting Minutes

115 Progress Meetings

Attend 10 progress/coordination meetings to be held with the City, other agencies and utility companies as required. Progress meetings shall be conducted at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. By noon of the third business day, following each progress meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Project Manager (an email to the City's Project Manager of the draft minutes is acceptable). The Consultant shall prepare final meeting minutes for distribution to all

attendees by the end of the third business day following distribution of the draft minutes.

Deliverables: **10 Progress Meetings**
 Agenda
 Meeting Minutes

120 Project Coordination

Meetings will be held to review and discuss pre-design, 70%, 90% and final submittal comments. The review meetings may be held in lieu of, or in conjunction with, the regular progress meetings. By noon of the third business day, following the project coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Project Manager (an email to the City's Project Manager of the draft minutes is acceptable). The Consultant shall prepare final meeting minutes for distribution to all attendees by the end of the third business day following distribution of the draft minutes.

TASK 200 30% DESIGN

205 Control Survey

Control surveys for the project will include aerial panels and establish a coordinate system. The control survey will be tied to the City's established horizontal and vertical control network utilizing control information provided by the City. Existing monuments within the project limits will be tied into this control network. Consultant will establish roadway alignments from control information found in the field and record information provided by the City. Site borings will be surveyed for horizontal location.

210 Design Surveys

Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. One-foot interval contours will be developed utilizing a digital terrain program and the aerial mapping. Topographic surveys of existing features will be completed in the field to supplement aerial photography.

215 Right-of-Way Mapping

Consultant will use the City's right-of-way plats, Title Reports, Parcel Maps, Records of Survey and plats to identify and establish the right-of-way limits. Consultant will establish existing property lines and current owners and encumbrances. Title Reports will be provided by the City. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements.

220 Horizontal Control Plan

Prepare a horizontal control plan to be included in the contract plans showing ties to existing monumentation, centerline bearings and distances, project benchmarks, etc. stamped by a Nevada PLS.

225 Records Review and Information Research

Review selected data and information from the City including assessor's maps, records-of-survey, parcel maps, improvement plans, utility plans, geotechnical studies, survey datum, basis of bearing, bench mark(s), aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Provide ongoing supplemental research of public records during Project development.

230 Utility and Agency Coordination

The Consultant shall contact the utility companies to obtain information relating to the location and size of their existing facilities. Existing utilities within the project limits will be shown on base mapping using survey data and as-built information supplied by the City and local utility companies. Existing utilities shown on base mapping will be submitted to the utility companies to verify size and location. Potential conflicts between existing utilities and the proposed improvements will also be identified.

Deliverables: Full size preliminary plans to Utility Companies

235 Permits

The Consultant will coordinate with NDOT and any other entity as required to coordinate the work. NDOT coordination includes preparation of three (3) NDOT Right-of-Way Occupancy Permits.

240 Geotechnical Investigation

The Consultant intends to use Terracon Consulting Engineers and Scientists as a sub-consultant in the performance of all geotechnical investigation for the Project. The work to be completed/performed is as follows:

Field Program - To perform a total of five borings to the depths of about 20 feet to evaluate soil conditions for design of the sewer line. The borings will be spaced approximately 500 feet apart.

During drilling, test samples will be collected at intervals of five feet. Once the samples have been collected and classified in the field, they will be prepared and placed in appropriate sample containers for transport to our laboratory.

Laboratory testing - The samples will be tested in the Terracon laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer. For this project and the anticipated subsurface conditions, the following testing program is proposed; moisture content, Atterberg limits, grain size analysis test, and sulfate tests.

Engineering Report - The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Nevada. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will provide recommendations that address the following:

- Alignment preparation,
- Trench backfill recommendations,
- Earthwork requirements, and
- Soil design properties.

Schedule - Terracon can begin the field exploration program within one week after receipt of authorization to proceed if site and weather conditions permit. They estimate the final geotechnical report can be completed within 2 to 4 weeks after the soil borings are completed. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after they have completed field and laboratory programs.

Deliverables: Submit three (3) copies of the draft geotechnical

investigation report to the City for review
Submit one (1) copy of draft and final to City of Las Vegas Sewer

245 Quality Control Review

The Consultant shall conduct a quality control review of the plans prior to submittal to the City for their review.

250 Pothole Utilities

Up to five (5) potholes may be required to locate existing utilities that would interfere with the proposed relief sewer. Additional potholes will be supplied as an additional service.

255 30% Submittal

The 30% Submittal will include the following:

30% Plans

- City of Las Vegas standard cover sheet (1 sheet). City to provide Consultant with electronic copy of cover sheet
- Location sheet (1 sheet) to identify the project location on a vicinity map of the Las Vegas area, list of general notes, key map, abbreviations and index of sheets
- Survey control sheet (2 sheets) containing the basis of bearing, project benchmark, the horizontal control, centerline bearings and distances and ties to existing monumentation
- Typical section sheet(s).
- Roadway plan and profile sheets at a scale of 1" = 40' horizontal, 1" = 4' vertical. The plan view will show limits of the work, existing topography, centerline stationing, bearings, existing utilities and location of proposed improvements. The profile will show the proposed centerline vertical alignment and existing ground.
- Sanitary Sewer plan and profile sheets
- Detail sheets

- Right-of-Way sheet(s) at horizontal scales to be determined, prepared from horizontal control, alignment and topo survey data to show existing rights-of-way and easements.

Preliminary Cost Estimate – Consultant shall prepare a Preliminary Opinion of Probable Cost for the proposed improvements itemized by project tasks

Deliverables: 10 sets of ½ size (11" x17") plans, One (1) set of full size (24" X 36") plans to the City
5 copies of the Preliminary Cost Estimate
5 copies of the Final Geotechnical Report
5 sets of full size plans to NDOT

TASK 300 70% DESIGN

305 Update Quantity Bid Tabulations

310 Draft Specifications

315 70% Submittal

This submittal will include refinements of the 30% Submittal as listed in Task 200. Preliminary Special Provisions to the Standard Specifications will be assembled and construction quantity and cost estimates.

Deliverables: Four (4) full size and six (6) half size copies each of 70% Plans
10 Copies of the Preliminary Special Provisions and Cost Estimate
10 Copies of the 70% Plans for review by the Utility Companies.

TASK 400 90% DESIGN

405 Walk-through

Consultant shall schedule a walk-through of the project with the City's Program Manager and Project Manager after the 70% submittal. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to match field conditions.

Deliverables: Walk-through meeting notes.

410 Quality Control Review

The Consultant shall conduct a quality control review of the plans, specifications, and cost estimate prior to submittal to the City for their review.

415 90% Submittal

This submittal will include further refinements to the 70% submittal. Special Provisions and quantity cost estimates to reflect 90% completion.

Deliverables: Four (4) full size and six (6) half size copies each of 90% Plans
10 Copies of the bound Special Provisions and 90% Cost Estimate. The Engineer's Estimate will also be submitted as a Microsoft Excel Work Sheet electronic file.
One copy of the plans shall be provided to each of the affected Utility Companies.

TASK 500 100% FINAL DESIGN

505 Prepare Estimated Construction Schedule

The Consultant will identify critical path items of work to be performed during the construction contract and allocate time and order of precedence to these tasks. The result of the estimated construction schedule will be an amount of working days necessary to complete the construction contract.

510 100% Submittal

The Consultant will make final corrections to the plans and Special Provisions and prepare the final cost estimate using the City's bid schedules. The Consultant will obtain final approval signatures from the City and Utility Companies.

Deliverables: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures.

One set of original Special Provisions stamped and signed by a Nevada P.E.

One copy of the final cost estimate in the City's Bid Schedule format

One copy of the plans shall be submitted to each of the affected Utility Companies.

Four (4) copies of the full size plans and Special Provisions, and one set of half-size plans shall be submitted to the City

An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City. Electronic copies of both the plans (AutoCAD 2002 format) and Specifications (Microsoft Word format) shall be submitted to the City. The Engineers' estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

TASK 600 BID SERVICES

605 Pre-Bid Conference

Consultant shall attend the pre-bid conference.

610 Bid Requests and Responses

Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted with the City.

615 Bid Opening

Consultant shall attend the bid opening.

TASK 700 CONSTRUCTION ASSISTANCE

705 Pre-Construction Meeting

Consultant to attend a pre-construction meeting.

710 Submittal Review

Consultant to review contractor's submittals for, manufacture certifications, installation instructions, shop drawings, and service connections.

715 Meetings

Consultant to attend progress meetings, provide meeting minutes, and public relations as required by the City.

720 As-Built

Consultant to provide as-builts.

**EXHIBIT B
ADDITIONAL ENGINEERING SERVICES
CRAIG ROAD RELIEF SEWER**

Upon written authorization by the City, the Consultant shall provide additional engineering services as needed for the Project. Additional engineering services may include, but are not limited to:

Task	Description of Additional Service
800	Additional Progress or Coordination Meetings: At the direction of the City, Consultant shall attend additional progress and coordination meetings in excess of the quantity specified in Task 110.
805	Utility Potholing: As required by the City, prepare pothole location map and obtain pothole information for subsurface utilities.
810	Surveying: Additional survey data to locate potholes and utilities.
815	Record of Survey: Consultant will prepare Record of Survey, if needed.
820	Utility Relocation: The design of relocation or vertical adjustment plans and details, which are required due to utility conflicts.
825	Addenda: As directed by the City, the Consultant shall prepare addenda due to design or contract revisions caused by no fault of the Consultant.
830	Bid Requests and Responses: When requested by the City during the bidding period, the Consultant shall interpret construction contract drawings and specifications and provide City with written responses. The City will respond to bidder's questions
835	Construction Support Services: Consultant shall visit the construction site to observe progress of the work and consult with the City and the Contractor concerning any problems, design, or related issues when requested by the City.
840	Public Meeting: At the Direction of the City, Consultant shall attend and participate in public meetings.
845	Request for Information (RFI): Review drawings and other data submitted by the Contractor and as required by the City. Consultant's review shall be for general conformity to the construction documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs. When requested by the City, provide documentation and assistance for City's processing of change orders.

Task	Description of Additional Service
850	Additional Field Surveying Services: As directed by the City, Consultant shall provide field survey for spot elevation, utility locations, or additional elevations.
855	Additional Topographical Survey: As directed by the City, Consultant shall provide additional topographical survey based on aerial mapping of the project area, not included in Task 205.

EXHIBIT C
MANHOUR TASK BREAKDOWN
CRAIG ROAD RELIEF SEWER

TASK	DESCRIPTION	PIC	PM	DM	PE/GIS	EI	CADD	CLERICAL	PLS	SURVEY
100	PRELIMINARY AND GENERAL ITEMS									
105	Project Management		24		8					
110	Kick Off Meeting		3		3					
115	Progress Meetings									
120	Project Coordination		40		20			16		
	SUBTOTAL	0	67	0	31	0	0	16	0	0
200	30% DESIGN									
205	Control Survey								8	24
210	Design Surveys		1						8	24
215	Right-of-Way Mapping		2						24	10
220	Horizontal Control Plan								24	
225	Records Review and Information Research				2			16		
230	Utility and Agency Coordination				16			12		
235	Permits				1	10		2		
240	Geotechnical Investigation									
245	Quality Control Review		1		2		4			
250	Pothole Utilities				1				1	4
255	30% Submittal		8		16	5	65	2		
	SUBTOTAL	0	12	0	38	15	69	32	65	62
300	70% DESIGN									
305	Update Quantity Bid Tabulation Sheet				2					
310	Draft Specifications				2			16		
315	70% Submittal		2		24	5	30	4		
	SUBTOTAL	0	2	0	26	5	30	20	0	0
400	90% DESIGN AND CONSTRUCTION DOCUMENTS									
405	Walk-through		3		3					
410	Quality Control Review		2		4		20			
415	90% Submittal		2		4		20			
	SUBTOTAL	0	7	0	11	0	40	0	0	0
500	100% FINAL DESIGN									
505	Prepare Estimated Construction Schedule		4							
510	100% Submittal		4							
	SUBTOTAL	0	8	0	0	0	0	0	0	0
600	BID SERVICES									
605	Consultant to attend Pre Bid Conference		4		4					
610	Consultant to respond to any bidder questions									
615	Consultant to assist with bid opening									
	SUBTOTAL	0	4	0	4	0	0	0	0	0
700	CONSTRUCTION ASSISTANCE									
705	Pre-Construction Meeting		4		4					
710	Submittal review		2		16					
715	Meetings		4		4					
720	As-Built Drawings				2	16				
	SUBTOTAL	0	10	0	26	0	0	0	0	0
	SUBTOTAL TASKS 100 - 700	0	110	0	138	20	139	68	65	62
800	ADDITIONAL ENGINEERING SERVICES									
805	Utility Potholing		4							
810	Surveying								4	4
815	Record of Survey									
820	Utility Relocation					3				
825	Addenda				2		4			
830	Bid Requests and Responses		2							
835	Construction Support Services				4					
840	Public Meeting				4					
845	Request for Information (RFI)		2							
850	Additional Field Surveying Services								4	4
855	Additional Topographical Survey								4	4
	SUBTOTAL - Additional Services Estimated Above	0	8	0	10	3	4	0	12	12
	SUBTOTAL - Additional Services Not Estimated Above	0	0	0	0	0	0	0	0	0
	TOTAL ADDITIONAL SERVICES	0	8	0	10	3	4	0	12	12
	GRAND TOTAL-Basic and Additional Services	0	118	0	148	23	143	68	77	74

**EXHIBIT D
COST DERIVATION
CRAIG ROAD RELIEF SEWER**

TASK	DESCRIPTION	Direct Expenses	LABOR									TASK TOTAL
			PIC \$175/hr	PM \$140/hr	DM \$120/hr	PE/GIS \$105/hr	EI \$80/hr	CADD \$70/hr	CLERICAL \$45/hr	PLS \$120/hr	SURVEY \$150/hr	
100	PRELIMINARY AND GENERAL ITEMS											
105	Project Management		\$0	\$3,360	\$0	\$840	\$0	\$0	\$0	\$0	\$0	
110	Kick Off Meeting		\$0	\$420	\$0	\$315	\$0	\$0	\$0	\$0	\$0	
115	Progress Meetings		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
120	Project Coordination	\$500	\$0	\$5,600	\$0	\$2,100	\$0	\$0	\$720	\$0	\$0	
	SUBTOTAL	\$500	\$0	\$9,380	\$0	\$3,255	\$0	\$0	\$720	\$0	\$0	\$13,855
200	PRELIMINARY ENGINEERING											
205	Control Survey		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$960	\$3,600	
210	Design Surveys	\$500	\$0	\$140	\$0	\$0	\$0	\$0	\$0	\$960	\$3,600	
215	Right-of-Way Mapping		\$0	\$280	\$0	\$0	\$0	\$0	\$0	\$2,880	\$1,500	
220	Horizontal Control Plan		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,880	\$0	
225	Records Review and Information Research		\$0	\$0	\$0	\$210	\$0	\$0	\$720	\$0	\$0	
230	Utility and Agency Coordination		\$0	\$0	\$0	\$1,680	\$0	\$0	\$540	\$0	\$0	
235	Permits		\$0	\$0	\$0	\$105	\$800	\$0	\$90	\$0	\$0	
240	Geotechnical Investigation	\$7,290	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
245	Quality Control Review		\$0	\$140	\$0	\$210	\$0	\$280	\$0	\$0	\$0	
250	Pothole Utilities	\$500	\$0	\$0	\$0	\$105	\$0	\$0	\$0	\$120	\$600	
255	30% Submittal		\$0	\$1,120	\$0	\$1,680	\$400	\$4,550	\$90	\$0	\$0	
	SUBTOTAL	\$8,290	\$0	\$1,680	\$0	\$3,990	\$1,200	\$4,830	\$1,440	\$7,800	\$9,300	\$38,530
300	50% DESIGN AND CONSTRUCTION DOCUMENTS											
305	Update Quantity Bid Tabulation Sheet		\$0	\$0	\$0	\$210	\$0	\$0	\$0	\$0	\$0	
310	Draft Specifications		\$0	\$0	\$0	\$210	\$0	\$0	\$720	\$0	\$0	
315	70% Submittal		\$0	\$280	\$0	\$2,520	\$400	\$2,100	\$180	\$0	\$0	
	SUBTOTAL	\$0	\$0	\$280	\$0	\$2,940	\$400	\$2,100	\$900	\$0	\$0	\$6,620
400	90% DESIGN AND CONSTRUCTION DOCUMENTS											
405	Walk-through		\$0	\$420	\$0	\$315	\$0	\$0	\$0	\$0	\$0	
410	Quality Control Review		\$0	\$280	\$0	\$420	\$0	\$1,400	\$0	\$0	\$0	
415	90% Submittal		\$0	\$280	\$0	\$420	\$0	\$1,400	\$0	\$0	\$0	
	SUBTOTAL	\$0	\$0	\$980	\$0	\$1,155	\$0	\$2,800	\$0	\$0	\$0	\$4,935
500	99% DESIGN AND CONSTRUCTION DOCUMENTS											
505	Prepare Estimated Construction Schedule		\$0	\$560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
510	100% Submittal		\$0	\$560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$0	\$0	\$1,120	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,120
600	FINAL DESIGN AND CONSTRUCTION DOCUMENTS											
605	Consultant to attend Pre Bid Conference		\$0	\$560	\$0	\$420	\$0	\$0	\$0	\$0	\$0	
610	Consultant to respond to any bidder questions		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
615	Consultant to assist with bid opening	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$1,000	\$0	\$560	\$0	\$420	\$0	\$0	\$0	\$0	\$0	\$1,980
700	BID SERVICES											
705	Pre-Construction Meeting		\$0	\$560	\$0	\$420	\$0	\$0	\$0	\$0	\$0	
710	Submittal review	\$500	\$0	\$280	\$0	\$1,680	\$0	\$0	\$0	\$0	\$0	
715	Meetings		\$0	\$560	\$0	\$420	\$0	\$0	\$0	\$0	\$0	
720	As-Built Drawings		\$0	\$0	\$0	\$210	\$1,280	\$0	\$0	\$0	\$0	
	SUBTOTAL	\$500	\$0	\$1,400	\$0	\$2,730	\$1,280	\$0	\$0	\$0	\$0	\$5,910
	SUBTOTAL TASKS 100 - 700	\$10,290	\$0	\$15,400	\$0	\$14,490	\$2,880	\$9,730	\$3,060	\$7,800	\$9,300	\$72,950
800	ADDITIONAL ENGINEERING SERVICES											
805	Utility Potholing		\$0	\$560	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
810	Surveying		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$480	\$600	
815	Record of Survey		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
820	Utility Relocation		\$0	\$0	\$0	\$0	\$240	\$0	\$0	\$0	\$0	
825	Addenda		\$0	\$0	\$0	\$210	\$0	\$280	\$0	\$0	\$0	
830	Bid Requests and Responses		\$0	\$280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
835	Construction Support Services		\$0	\$0	\$0	\$420	\$0	\$0	\$0	\$0	\$0	
840	Public Meeting		\$0	\$0	\$0	\$420	\$0	\$0	\$0	\$0	\$0	
845	Request for Information (RFI)		\$0	\$280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
850	Additional Field Surveying Services		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$480	\$600	
855	Additional Topographical Survey		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$480	\$600	
	20% Contingencies	\$14,590										
	Construction Services	\$5,000										
	SUBTOTAL - Additional Services Estimated Above	19,590	0	1,120	0	1,050	240	280	0	1,440	1,800	\$25,520
	SUBTOTAL - Additional Services Not Estimated Above	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL ADDITIONAL SERVICES	19,590	0	1,120	0	1,050	240	280	0	1,440	1,800	\$25,520
	GRAND TOTAL-Basic and Additional Services	\$29,880	\$0	\$16,520	\$0	\$15,540	\$3,120	\$10,010	\$3,060	\$9,240	\$11,100	\$98,470

**PRELIMINARY COST ESTIMATE
CITY OF LAS VEGAS
CRAIG ROAD RELIEF SEWER**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
101.01	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00
201.01	REMOVE EXISTING CONCRETE CURB & GUTTER	150	LF	\$6.00	\$900.00
202.01	ROADWAY EXCAVATION	3185	CY	\$12.00	\$38,222.22
202.02	UNCLASSIFIED SUBGRADE EXCAVATION	50	CY	\$25.00	\$1,250.00
203.01	WATERLINE CROSSING	2	EA	\$12,500.00	\$25,000.00
301.01	21-INCH PVC SEWER MAIN	2150	LF	\$60.00	\$129,000.00
302.01	AGGREGATE BACKFILL	2500	CY	\$21.10	\$52,750.00
303.01	60-INCH DIAMETER SEWER MANHOLE	4	EA	\$2,500.00	\$10,000.00
303.02	CONNECTION TO EXISTING SEWER MANHOLE	1	EA	\$2,250.00	\$2,250.00
303.03	ALTER EXISTING SEWER MANHOLE	1	EA	\$10,000.00	\$10,000.00
401.01	CONCRETE CURB & GUTTER	150	LF	\$9.20	\$1,380.00
402.01	AGGREGATE BASE	1290	CY	\$17.50	\$22,575.00
403.01	6-INCH PG 76-22 NV (TYPE C)	9556	SY	\$15.00	\$143,333.33
403.02	3/4-INCH OPEN GRADE	9556	SY	\$2.00	\$19,111.11
501.01	CONSTRUCTION SURVEY	1	LS	\$5,000.00	\$5,000.00
601.01	TRAFFIC CONTROL AND MAINTENANCE	1	LS	\$50,000.00	\$50,000.00
602.01	REMOVE AND RESET EXISTING SIGNS	10	EA	\$100.00	\$1,000.00
603.01	PAVEMENT MARKERS & STRIPING	1	LS	\$7,500.00	\$7,500.00
603.01	MEDIAN RESTORATION	4247	SY	\$12.50	\$53,081.72
604.01	DUST CONTROL	1	LS	\$4,000.00	\$4,000.00

TOTAL \$586,353.39
10% CONTIGENCIES \$58,635.34
\$644,988.73

TO: CITY OF LAS VEGAS
 420 North 4th Street Avenue
 Las Vegas, Nevada 89101

FROM: VPoint
 1009 Whitney Ranch Drive
 Henderson, Nevada 89014



Attn: Valerie Flock

Date: 7/2/2004

Period: From: To:

Invoice #: 0

JOB #:

Project: CRAIG ROAD RELIEF SEWER

Attention: Valerie Flock, P.E.

Contract Task #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget
105	Project Management		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
110	Kick Off Meeting		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
115	Progress Meetings		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
120	Project Coordination		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
205	Control Survey		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
210	Design Survey		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
215	Right-of-Way Mapping		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
220	Horizontal Control Plan		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
225	Records of Survey		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
230	Utility and Agency Coordination		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
235	Permits		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
240	Geotechnical Investigation		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
245	Quality Control Review		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
250	Pothole Utilities		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
255	30% Submittal		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
305	Update Quantity Bid Tabulation Sheet		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
310	Draft Specifications		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
315	70% Submittal		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
405	Walk-Through		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
410	Quality Control Review		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
415	90% Submittal		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
505	Prepare Estimated Construction Schedule		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
510	100% Submittal		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
605	Consultant to attend Pre Bid Conference		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
610	Consultant to respond to any bidder questions		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
615	Consultant to assist with bid opening		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
705	Pre-Construction Meeting		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!

Contract Task #	Description	Original Value of Task	% Task Completed this Period	Value of Work Completed this Period	% Task Completed to Date	Value of Work Completed to Date	% of Work Left in Budget	Value of Work Left in Budget
710	Submittal Review		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
715	Meetings		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
720	As-Built Drawings		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
805	Utility Potholing		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
810	Survey		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
815	Record of Survey		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
820	Utility Relocation		#DIV/0!		#DIV/0!		#DIV/0!	#DIV/0!
825	Addenda		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
830	Bid Requests and Responses		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
835	Construction Support Services		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
840	Public Meeting						100.0%	\$ -
845	Request for Information (RFI)		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
850	Additional Field Surveying Services		#DIV/0!		#DIV/0!	\$ -	#DIV/0!	#DIV/0!
855	Additional Topographical Survey							\$ -
Totals		\$ -		\$ -		\$ -		#DIV/0!

Amount of tasks billed this period

\$ -

TOTAL AMOUNT DUE THIS INVOICE

\$ -

Total Billed to Date

\$ -

Total Amount of Contract (Base services + change orders)

\$ -

Amount Tasks Remaining in Contract

\$ -

**Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
VPOINT	
<u>Name</u>	
1009 Whitney Ranch Dr Henderson, NV 89014	
<u>Address</u>	
702-248-6415 fax 702-248-0626	
<u>Telephone</u>	
TIN# 88-0186822 DUNS #183787878	
<u>EIN or DUNS</u>	

Block 2	<u>Description</u>
CRAIG ROAD RELIEF SEWER	
RFP #:	

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

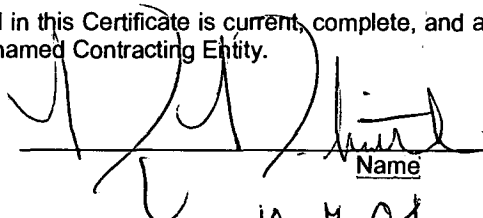
**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

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.	Kathy R. Smith, President	1009 Whitney Ranch Dr. Henderson, NV 89014	702-248-6415
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

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.	
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

 10-4-04

 Date

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

Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Access Agreement between the City of Las Vegas and Hickam Estates, Limited Liability Company (LLC) to allow access across the Drainage Channel located northwesterly of the intersection of Alexander Road and Durango Drive to provide legal access to, APNs 138-05-801-007, 138-05-801-038, 138-05-801-039 and 138-05-896-001 - County (near Ward 4 - Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to implement the Water Pollution Control Facility (WPCF) Technology Project (\$7,600,000 - Sanitation Enterprise Fund) - County

Fiscal Impact:

☐	No Impact	Amount:	\$7,600,000.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This project will allow Public Works to implement five major technology projects at the WPCF. The projects were identified by an assessment conducted in early 2004. The following improvement opportunities were identified - upgrade of the existing computerized maintenance management system; implement a commercial off-the-shelf laboratory information system to standardize data; implement a reporting application to leverage large amounts of data that is collected; eliminate duplicate data entry and storage thru systems integration; improve the physical data communications network and overall program management for the project.

RECOMMENDATION:

It is recommended that the City Council approve this project in the amount of \$7,600,000.

BACKUP DOCUMENTATION:

1. WPCF SITP Executive Summary
2. WPCF SITP Estimate
3. WPCF SITP Investment Discussion
4. WPCF SITP Return on Investment

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

WPCF SITP Executive Summary

Computerized Maintenance Management System Project

The computerized maintenance management system (CMMS) Project will deploy a new software application for asset and work order management that will address the needs of the WPCF while meeting the CLV standards and leveraging existing vendor relations. The optimal solution for the CMMS project involves selecting a software application with solid core functionality with the ability to be configured in a process centric manner.

Laboratory Information Management System Project

The laboratory information management system (LIMS) Project will implement a commercial off-the-shelf (COTS) LIMS to meet the needs of the lab for its own processes as well as supporting potential for integration with SCADA, CMMS, and Oracle e-Business Suite. Implementation of a best-of-breed COTS solution will allow for integrating with external entities such as regulatory reporting agencies, sister labs, and outside labs. The WPCF currently maintains an in-house developed LIMS system in a Microsoft Excel-based application with active and archived excel files on the file server.

Systems Integration Project

The Systems Integration Project will enable systems coordination, support communication and data exchange between the various systems deployed for the WPCF. Effective systems integration enables efficient implementation of end-to-end business processes by minimizing data entry, enhancing efficiency and accuracy, and reducing the need for redundant data. The WPCF will be able to implement more efficient business processes and meet its strategic goals and objectives.

Reporting Project

The Reporting Project will deploy a broad data retrieval system that will allow immediate and concise management level reporting for all facilities. Specific applications (CMMS, LIMS, SCADA) all have well developed reporting components that are very specific to application reporting needs – this application does not replace the detailed operational reporting from the individual applications, it provides the ability to merge information from several applications into one report.

Infrastructure Project

The Infrastructure Project includes all physical network improvements required to support the overall information technology strategy as well as configuration to achieve optimal performance. This is a prerequisite for the stability of all other solutions. It should be noted that this project would be active for the duration of the entire strategic plan implementation.

WPCF SITP Estimates

Project	Estimated Cost
Computerized Maintenance Management System	\$2,384,552
Laboratory Information Management System	\$188,688
Integration	\$2,239,529
Reporting	\$472,080
Infrastructure	\$501,108
Program Management	\$967,173
Contingency	\$846,870
TOTAL	\$7,600,000

WPCF SITP Investment Discussion

The business value of this project is aligned with the City's priority of "Managing the cost and revenue resources to achieve efficient operations." This can be expressed in terms of the Water Pollution Control Facility meeting federal and state regulatory requirements, reduction in operating and maintenance costs and maintaining staffing levels. This is a strategic IT investment that will provide real-time information for decision making, improve operational efficiency, business continuity, system security and stability and allow users to enhance their process capabilities

The core of the overall project is the replacement of the existing Computerized Maintenance Management System. The current system is no longer supported by the software vendor and must be replaced. This piece of the project will have the greatest impact in that it will involve most employees at the plant, streamline and standardize business processes such as asset and work order management, materiel inventory and preventive maintenance.

The laboratory information system derives its benefits from a cost avoidance perspective. It eliminates the current risk that exists at the Lab today consisting of inefficient methods of data gathering, data entry, and regulatory reporting.

Systems Integration will create a powerful system that will gather information from disparate software applications that are codependent including the "Supervisory Control and Data Acquisition" (SCADA) system and place it in a 'master' repository to report from and distribute to other systems such as Oracle.

The reporting project uses the data compiled by the systems integration project and puts it in a usable format and in the hands of the decision makers. It will reduce dependence on IT, reduce the time for report development and deployment and information can be rapidly and economically available to all users.

We estimate the project investment will achieve its return based on business-process changes leveraged by technology. This project was developed in partnership with IT and is in lock step with IT technology standards.

WPCF SITP Return on Investment

CMMS Project ROI Analysis

[illegible]

LIMS Project ROI Analysis

[illegible]

Systems Integration ROI Analysis

[illegible]

Reporting Project ROI Analysis

[illegible]

Infrastructure Project ROI Analysis

[illegible]

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Professional Services Agreement with HCA Architects, for the design services of Building and Safety Expansion of the West Service Center (WSC) located at 7551 Sauer Street (\$123,000 - City Facilities Capital Project Fund [CPF]) - Ward 4 (Brown)

Fiscal Impact:

☐	No Impact	Amount:	\$123,000.00
☒	Budget Funds Available	Dept./Division:	PublicWorks/Eng Integration
☐	Augmentation Required	Funding Source:	City Facilities CPF

PURPOSE/BACKGROUND:

To provide Architectural Engineering Services of a 4,000 square foot addition to the existing West Yard Building Inspection Facility, consisting of exterior landscape, offices, conference room, crew room and an enclosed lighted parking area for 100 city inspection vehicles.

RECOMMENDATION:

That the City Council approve the negotiated Professional Service Agreement with HCA Architects for the design services of Building and Safety Expansion at the WSC in the amount of \$123,000 and approve an additional services contingency reserve of \$13,000.

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - **UNANIMOUS** with **WOLFSON** not voting and **MACK** abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

Professional Services Agreement

USE THIS FORM OF AGREEMENT FOR

FULL SERVICE Prime Consultant OR Subconsultants providing FULL SERVICE Engineering to an OAS Architect

1. **BASE CONTRACT CHANGES.** If you need to make changes to the Agreement proceeding the signature blocks, do it first. Note that changes in this part of the Agreement require concurrence from the City Attorney's Office. Turn the protection off by going to Tools, Unprotect Document on the Word menu. Make the changes and then turn the protection back on by going to Tools, Protect Document, check Forms, no password, OK.
2. **TABLE.** Fill in the information in the following table. Then click in the last box on the table below to run a macro that will update all the fields in the Agreement.
3. **EXHIBITS.** Each of the Exhibits must be carefully reviewed & customized for each project.
4. **SIGNATURE CHANGE.** If you need to change the signature to the City Manager for Neighborhood Services or other departments, turn off the protection as detailed in #1, make the change, and DO NOT turn the protection back on or you will loose all your table information.

PROJECT SUMMARY

This summary page is for general reference use only and is **NOT** part of this Agreement. Do not include it when sending the contract outside of OAS .

Project Name	Building and Safety Expansion WSC
Construction Cost (Hard cost budget without contingency)	\$1,000,000.00
Total Fee	\$123,000.00
City Person Signing Agreement	Oscar Goodman, Mayor (Automatically fills in the name based on Total Fee)
City's Project Manager	Patrick Batte
Consultant's Business Name CLV Business License No.	HCA Architects
Consultant Business Address	2121 E. Tropicana Avenue Suite 2 Las Vegas, NV, 89119 Phone: (702) 731-0363 Fax: (702) 731-9266
Consultant Person Signing Agreement	Harry E. Campbell AIA
Consultant's Project Representative	Cheryl Felske AIA
	Click on this text to update the fields in the agreement.

EXHIBITS

Click on the exhibit letters below to jump to them for editing. To return to this page from the exhibits, click on the "Exhibit 'X'" heading at the top of each exhibit.

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 (Automatically changes based on the Total Fee entered above.)

PROFESSIONAL SERVICES AGREEMENT FOR BUILDING AND SAFETY EXPANSION WSC

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 17th day of Nov., 2004, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and HCA ARCHITECTS, (the "Consultant").

RECITALS

WHEREAS, the City intends to construct **BUILDING AND SAFETY EXPANSION WSC** (herein the "Project"), within the City of Las Vegas, for an estimated Construction Cost of **\$1,000,000.00**; and

WHEREAS, the City desires to retain the services of the Consultant for the purpose of providing the design and the preparation of the bid documents necessary for the construction of the Project, said services as set forth in this Agreement and **Exhibit "A"** (Scope of Services) attached hereto; and

WHEREAS, the Consultant hereby represents to the City that the Consultant is properly licensed pursuant to Chapter 623, 623A or 625 as required for the Project, of the Nevada Revised Statutes within the State of Nevada, and possess the special knowledge, skills and expertise to perform the services required herein.

NOW, THEREFORE, in view of the above premises, the City and the Consultant agree as set forth below:

ARTICLE 1: CONSULTANT'S BASIC SERVICES

1.1 GENERAL

1.1.1 The Consultant agrees to provide the services set forth in this Article and in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals), attached hereto.

1.1.2 The Consultant shall perform the services required under this Article as expeditiously as is consistent with professional Skill and care and the orderly progress of the Project. The Consultant shall submit for the City's approval a schedule for the Performance of services which may be adjusted as the Project proceeds, including allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The Consultant shall not, except for reasonable cause, exceed time limits established by this schedule approved by the City. The Time Schedule for Performance of the Consultant's services is set forth in **Exhibit "C"** (Performance Schedule) attached hereto.

1.1.3 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant. The City's approval of the Contract Documents shall not relieve the Consultant of any responsibility for the professional and technical accuracy of any documents prepared by the Consultant.

1.1.4 The City's review, approval, acceptance or payment for any of the services performed by the Consultant shall not be construed as a waiver of any rights of the City under this Agreement.

1.1.5 The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

1.1.6 The Consultant shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the Consultant or sub-consultants.

ARTICLE 2: ADDITIONAL SERVICES

2.1 GENERAL

2.1.1 The services described under this Article shall only be provided by the Consultant if requested in writing by the City.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive representation at the Project site is required for the City's protection, the Consultant agrees to more Project Representatives to assist in carrying out the on-site responsibilities. Such Project Representatives shall be selected, employed and directed by the Consultant. The duties, responsibilities and limitation of authority of Project Representatives shall be the same as the Consultant.

2.2.2 The Consultant shall endeavor to further protect the City against defects and deficiencies in the construction of the Project through the observations by the Project Representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.

2.3 ADDITIONAL SERVICES

2.3.1 The Consultant agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents.

2.3.2 The Consultant agrees to provide services required because of significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule, except for services required under Section 6.2.5.

2.3.3 The Consultant agrees to prepare drawings, specifications or other documentation evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

2.3.4 Providing consultation concerning the replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

2.3.5 The Consultant agrees to provide such services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Project, by the Contractor, or by the failure of the performance of the Contractor under the Construction Contract.

2.3.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for City Council Meeting(s) or similar meetings when requested by the City).

2.3.7 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

ARTICLE 3: CITY'S RESPONSIBILITIES

3.1 The City shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

3.2 The City shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.

3.3 The City shall designate a representative authorized to act on the City's behalf with respect to the Project as provided in Section 10.2. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly progress of the Consultant's services.

3.4 The City shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the Consultant.

3.5 The City shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

3.6 The City shall promptly notify the Consultant in writing of any fault or defect in the Project or nonconformance with the Contract Documents.

3.7 The proposed language of certificates or certifications requested of the Consultant or sub-consultants shall be submitted to the Consultant for review and approval at least 14 days prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

3.8 The City shall guarantee access to, and make all necessary provisions for the Consultant to enter upon the Project site as may be required to perform the service under this Agreement.

3.9 The City and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the Consultant providing responses and decisions, promptly, in writing. The City shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process.

ARTICLE 4: CITY'S REVIEW PROCESS

4.1 Upon receipt of any documents furnished by the Consultant, the City's Project Manager shall have five (5) working days for preliminary review of such documents. The City's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the City's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are Professionally complete and appropriate, per AIA Standards, and **Exhibit "B"** attached, for each basic service phase submitted. The decision by the City's Project Manager in this matter shall be final.

4.2 If the City's Project Manager determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may; i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City's Project Manager for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

4.3 The City's review period in the Project Schedule shall not begin until the City's Project Manager determines that the documents presented by Consultant fully comply with the requirements for the Design Phase. After the City's Project Manager determines that the documents comply with such requirements, the City shall begin a review of the documents.

4.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the final documents, and return the correction set with the corrected documents.

4.5 The Consultant shall review with the City alternative approaches to the design and construction of the Project. Prior to City's approval of the documents, Consultant shall furnish written responses to City's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the City. After all such correction or changes have been made and comments have been addressed to City's satisfaction, the Consultant shall furnish one reproducible mylar set of all final documents to the City, including electronic media, complying with Item 7.1 herein.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

5.1.1 The City agrees to pay the Consultant as compensation for the services provided under **Article 1** of this Agreement the amount of the fixed Fee for each of the phases set forth in **Exhibit "D"** (Fee Breakdown), which shall be paid pursuant to monthly invoices.

5.1.2 The Construction Phase Fee set forth in **Exhibit "D"** shall be paid based upon the percentage of construction completed for the Project.

5.1.3 In no event shall the total amount of compensation to be paid to the Consultant exceed the total fixed Fee set forth in **Exhibit "D"**, unless

written authorization is given by the City.

5.2 ADDITIONAL SERVICES COMPENSATION

5.2.1 The City agrees to compensate the Consultant for the Additional Services provided under **Article 2**, either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in **Exhibit "E"** (Hourly Rate Schedule) attached hereto, whichever is approved in writing by the City. Additional Services shall not be compensated unless confirmed in writing by the City.

5.3 REIMBURSABLE EXPENSES

5.3.1 The Consultant has included all expenses in the fixed Fee compensation for Basic Services, and no Reimbursable Expenses are anticipated or authorized by this Agreement, except as may be specifically stated in **Exhibit "E"**. Reimbursable Expenses may include, if authorized by the City in writing and in advance of the occurrence of the expense, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond Basic Services, expense of renderings, models and mock-ups requested by the City beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless confirmed in writing by the City.

5.4 INVOICE

5.4.1 The Consultant may invoice for approved and completed work on a monthly basis. The City Project Manager 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 Project Manager within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice within a period of sixty (60) days. If the payment period exceeds sixty (60) days, the Consultant will contact the City Project Manager 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.

5.5 RETAINAGE

5.5.1 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 the Section "Right To Off-Set" of this Agreement.

5.5.2 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.

5.6 RIGHT TO OFF-SET

5.6.1 The City's Project Manager may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Project Manager 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 8.3 of this Agreement.

5.7 FINAL PAYMENT

5.7.1 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.

ARTICLE 6: CONSTRUCTION COST

6.1 DEFINITION

6.1.1 The Construction Cost shall be the total cost or estimated cost to the City of all elements of the Project designed by the Consultant. The Construction Cost shall include the cost at current market rates of labor and materials furnished by the City and equipment design, specified, selected or specially provided for by the Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

6.1.2 The Construction Cost does not include the compensation of the Consultant and sub-consultants, the costs of the land, rights-of-way, financing or other costs that are the responsibility of the City as provided in Article 3.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that the bids or negotiated prices will not vary from the City's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the Consultant.

6.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Consultant shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased by the amount of any increase in the Construction Cost occurring after execution of the Construction Contract.

6.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Consultant submits the Construction Documents to the City, the Project budget or fixed limit of Construction Cost may be adjusted by the Consultant to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

6.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 6.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or renegotiating of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

6.2.5 If the City chooses to proceed under option (iii) of Section 6.2.4, the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit. This modification of Contract Documents shall be the limit of the Consultant's responsibility arising out of the establishment of the fixed limit.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.1 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.

7.2 The City retains contractual rights to all design concepts developed by the Consultant.

7.3 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.

ARTICLE 8: ARBITRATION

8.1 FEE DISPUTES

8.1.1 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.

8.1.2 If, during the performance of this Agreement, a dispute arises between the parties as to whether the services provided by the Consultant are 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 such services and failure to provide the City with such notice shall constitute a waiver of such claim.

8.2 NON-FEE DISPUTES

8.2.1 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 Consultant. 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 Consultant shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 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 Consultant, which arises out of, from, or is connected with the construction of the Project, or the performance of the Consultant's under this Agreement, 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 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 8.3.2 and 8.3.3 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 in 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 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, or participating in, the arbitration.

8.3.2 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.

8.3.3 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.

8.3.4 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.

8.3.5 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.

8.3.6 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.

ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT

9.1 CITY'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 The City shall have the right to terminate this Agreement without cause or default on the part of the Consultant and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by the Project Manager.

9.2 CITY'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), the City shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City. The City may deduct from any balance due Consultant, the cost of completing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by City, or (ii) terminate this Agreement and 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 to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the Consultant:

- A.** Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the Consultant's assets;
- B.** Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C.** Make a general assignment for the benefit of creditors;
- D.** File a petition or answer seeking the reorganization of the Consultant or an arrangement with creditors or take advantage of any insolvency law; or if action shall be taken for the purpose of effecting any of the foregoing;
- E.** Suffer the levy or execution of any writ or warrant upon any property or an asset of the Consultant which continues unvacated and in effect for a period of thirty (30) days; or
- F.** Neglects to properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the Consultant pursuant to Section 10.11.

9.2.3 In the event City performs, or hires others to perform, any of the services required under this Agreement because of the default of the Consultant, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by the Consultant to the City.

9.2.4 The costs and expenses of completing the services of the Consultant shall be computed and audited by the Project Manager whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

9.2.5 The City reserves the right to offset any and all claims made by the Consultant for payment of Fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against the Consultant for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY THE CITY

9.3.1 If the Project is suspended by the City for more than thirty (30) consecutive days, the Consultant shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the Consultant's compensation shall be reviewed and, upon approval by the City, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

9.4 RIGHT OF TERMINATION

9.4.1 The Consultant shall have the right to terminate this Agreement if the Project is abandon by the City for more than 90 days, or the City fails to make payment to the Consultant for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the Consultant has given 30 days written notice to the City of the failure to make such payment. In the event of termination as provided under this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 THE CITY'S PROJECT MANAGER

10.1.1 The individual designated as the Project Manager is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Project Manager. The City's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that does not affect compensation.

10.2 THE CITY'S PROJECT REPRESENTATIVE

10.2.1 The individual designated as the Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Project Representative. The City's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Project Manager, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The City Representative shall be responsible for written minutes of such meetings, and to distribute copies.

10.3 CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

10.3.1 The services required under this Agreement shall be performed the key employees, or by approved sub-consultants identified in **Exhibit "F"** (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the Consultant will, with City approval, replace such personnel. If the Consultant fails to complete the replacement within (30) days, the City may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The Consultant shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from the City. Request for approval shall consist of written notification to the City, stating reason or reasons for the requested substitution. The City shall not unreasonably deny approval, unless the City adjudges the substitution not to be in the interest of the City or the scheduled completion of the Project.

10.4 STANDARDS OF PROFESSIONAL SERVICES

10.4.1 The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

10.5 CHANGES IN SCOPE OF THE PROJECT

10.5.1 The City's Project Manager may, at any time, issue written directions, which require an increase or decrease in the Basic Services to be performed under this Agreement. If any such direction results in a change in the amount or character of the work covered by the Fee compensation provided for under section 5.1, an equitable adjustment in such compensation shall be made without the need to obtain the approval of the City Council if the contingent funds, if any, allocated for this Agreement by the City Council are sufficient to cover the compensation due the Consultant as the result of an increase in the scope of the Basic Services. Any claim of the Consultant for adjustment under this provision must be asserted by the Consultant in writing, as a Fee dispute under the provision of Article 8 thirty (30) days after the date the Consultant receives notification of such change. The City's Project Manager, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the Consultant is to be made.

10.6 INSURANCE

10.6.1 The Consultant shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.
Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.

10.6.2 Consultant's insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the Consultant's work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.6.3 The limits of liability for the Consultant's liability insurance shall not be less than:

Workmen's Compensation: Statutory.
Professional Liability Insurance: \$1,000,000.
Comprehensive General Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.
Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required for Professional Liability Insurance, above, the insurance coverages required herein shall name the City as an additional insured party.

10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The Consultant hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Consultant and bona fide established commercial or selling agencies which are maintained by the Consultant for the purpose of securing business and the existing of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, 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.

10.8 PATENT INDEMNITY

10.8.1 Except as is otherwise provided in this Agreement, the Consultant agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

10.9 INDEPENDENT CONTRACTOR

10.9.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the Consultant and any other Consultant, who is employed by the Consultant hereunder shall be deemed to be an independent contractor and not an agent or employee of the

City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the Consultant or any other Consultant hired by the Consultant's employee(s). The City shall not be considered a guarantor of such payments.

10.10 SUCCESSORS AND ASSIGNS

10.10.1 The City and the Consultant each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the Consultant may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

10.11 NOTICES

10.11.1 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:

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

CONSULTANT:

Cheryl Felske AIA
HCA Architects
2121 E. Tropicana Avenue Suite 2
Las Vegas, NV, 89119

Phone: (702) 731-0363 Fax: (702) 731-9266

10.12 CONFIDENTIALITY

10.12.1 The Consultant shall treat all information relating to the Project and all information supplied to the Consultant as confidential and proprietary information of the City and shall not permit its release by other parties or make any public announcement or release without the City's written authorization.

10.13 INDEMNITY

10.13.1 Notwithstanding any of the insurance requirements required under Section 10.6, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgements, 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 or intentional acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

10.13.2 As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent or intentional act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees unless the Indemnitees, or any of them, elects to conduct their own defense which, in such case, shall not cause a waiver of the obligation of indemnification set forth herein. If the Consultant shall fail to do so, the 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.

10.14 CONSULTANT WARRANTIES

10.14.1 The Consultant warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from the City to the

Consultant under the conditions of the Agreement, and is able to furnish; plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this Agreement; further the Consultant warrants that he is properly and professionally licensed to perform the work herein and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

10.14.2 Consultant represents and 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.

10.14.3 Consultant warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the 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 beyond 31 December 1999.

10.14.4 Consultant has, herein, pursuant to the requirements of resolution 79-99 (adopted by the City Council on 4 August 1999 and effective 1 October 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 one (1%) percent interest in the Consultant or any principals of the Consultant. If the Consultant, or principals or partners are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act 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 of Las Vegas in writing of any material change in the above disclosure on **Exhibit "G"**, within (15) days of such change.

10.15 SUBCONTRACTS

10.15.1 The Consultant agrees to include in all sub-contracts, in connection with sub-consultants, the conditions imposed under this Agreement, including the following:

A provision that the Consultant agrees to pay the sub-consultant when paid for that portion of the work by the City, that no liability arises on the part of the Consultant to the sub-consultant for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the Consultant for subcontracted work; then the sub-consultant's only recourse is against the Consultant, not against the City, either through the institution of legal or equitable action or the attachment of any lien;

A provision that the sub-consultants have no more rights against the City than that of the Consultant;

A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

A provision that the sub-consultant will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the Consultant; and

A provision that the sub-consultant agrees to be bound to the documents, "General Conditions" of the construction contract and "Division One" of the construction specifications, incorporated herein by this reference.

10.16 AGREEMENT

10.16.1 This Agreement shall be governed by the laws of the State of Nevada.

10.16.2 As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

10.16.3 The City and the Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. The City and the Consultant each shall require similar waivers from their respective contractors, consultants and agents.

10.16.4. The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in the referenced General Conditions.

10.16.5 This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

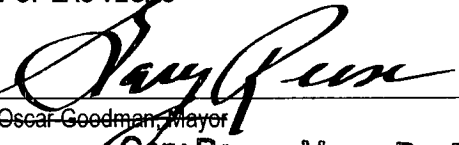
10.16.6 This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements; either written or oral. This Agreement may be amended only by a written instrument, which is signed by both the City and the Consultant and shall be in force and effect from and after the day on which the City gives notice to the Consultant to begin the services required under this Agreement.

10.16.7 This Agreement shall remain in effect for one (1) year after the final payment for approved services has been issued by the City. Termination of this Agreement shall not release either party from any of the obligations herein, nor be construed to change the date or time on which a cause of action arising out of this Agreement would otherwise accrue under law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS

By

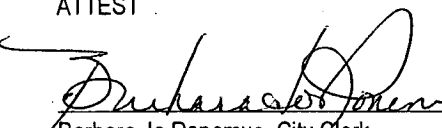

~~Oscar Goodman, Mayor~~
Gary Reese, Mayor Pro-Tem

CONSULTANT

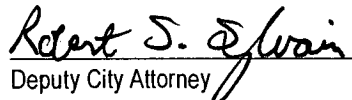
By


Harry E. Campbell AIA, HCA Architects

ATTEST


Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM

 10-26-04
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 "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.

1.3 GENERAL REQUIREMENTS

1.3.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.3.2 Where the 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 Schematic Design Phase

3.1.2 Design Development Phase

3.1.3 Construction Document Phase

3.1.4 Bidding Phase

3.1.5 Construction Administration Phase

3.1.6 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The 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

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 Land Development Section, including a Drainage Compliance Report.

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 his bid documents after in achieving the same purpose.

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 to be provided by The City.

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. Review the program for the Project, including size, relationship and needs of the spaces and activities.

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 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.

3.6.1.7 SUBMITTAL. Provide a formal Conceptual Design Submittal, which includes the, Site Utilization information, 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, and advise of any

adjustment required. The City shall approve in writing the 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 conceptual design, 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 conceptual design, 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 Building data and 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 Provide outline specification for design build system by Contractor.

3.8.1.1.1.6 Architectural site plans.

3.8.1.1.1.7 Floor plans, indicating the size of rooms and furniture arrangements.

3.8.1.1.1.8 Reflected ceiling plans.

- 3.8.1.1.1.9 Roof plans.
- 3.8.1.1.1.10 Building elevations.
- 3.8.1.1.1.11 Building and wall sections.
- 3.8.1.1.1.12 Finish schedules.
- 3.8.1.1.1.13 Foundation plans.
- 3.8.1.1.1.14 Framing plans.
- 3.8.1.1.1.15 Heating, ventilating and air conditioning (HVAC) plans.
- 3.8.1.1.1.16 Plumbing plans.
- 3.8.1.1.1.17 Lighting plans.
- 3.8.1.1.1.18 Power plans
- 3.8.1.1.1.19 Low voltage system plans.
- 3.8.1.1.1.20 Signage plans.
- 3.8.1.1.1.21 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.

3.9 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 outline specification for design build by Contractor.

3.9.1.6.1.3.3 Details with references to the plans.

3.9.1.6.1.4 Architectural

3.9.1.6.1.4.1 Floor plans with all dimensions and room finishes noted.

3.9.1.6.1.4.2 All door, window, hardware, and glazing schedules complete.

3.9.1.6.1.4.3 Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.

3.9.1.6.1.4.4 All elevations and sections.

3.9.1.6.1.4.5 Enlarged plans of specific rooms or areas as needed to accurately portray the work.

3.9.1.6.1.4.6 Interior and exterior details.

3.9.1.6.1.4.7 All section and detail bubbles completed to indicate the location of the sections and details.

3.9.1.6.1.5 Structural

3.9.1.6.1.5.1 Foundation plans including all dimensions.

3.9.1.6.1.5.2 Intermediate floor framing plans with complete section cuts and detail references.

3.9.1.6.1.5.3 Complete section and detail sheets.

3.9.1.6.1.5.4 Completed and detailed roof-framing plans.

3.9.1.6.1.5.5 Final calculations required to meet this level of completion.

3.9.1.6.1.6 Mechanical/Plumbing

- 3.9.1.6.1.6.1 All HVAC sizing (ducts and equipment).
- 3.9.1.6.1.6.2 All air flow quantities noted.
- 3.9.1.6.1.6.3 All mechanical equipment and fixture schedules completed.
- 3.9.1.6.1.6.4 All pipe sizes noted.
- 3.9.1.6.1.6.5 Cathodic protection requirements specified.
- 3.9.1.6.1.6.6 Points-of-connection including invert elevations.
- 3.9.1.6.1.6.7 Completed riser diagrams.
- 3.9.1.6.1.6.8 All control diagrams shown and completed.
- 3.9.1.6.1.6.9 All details completed and referenced to the plans.
- 3.9.1.6.1.6.10 Final calculations required to meet this level of completion.

3.9.1.6.1.7 Electrical

- 3.9.1.6.1.7.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
- 3.9.1.6.1.7.2 Required single line drawings.
- 3.9.1.6.1.7.3 Completed panel schedules.
- 3.9.1.6.1.7.4 Electrical room details showing equipment in plan and elevation.
- 3.9.1.6.1.7.5 All special systems including grounding wells.
- 3.9.1.6.1.7.6 All details completed and referenced to the plans.
- 3.9.1.6.1.7.7 Fire alarm riser diagrams and zone schedules.
- 3.9.1.6.1.7.8 Final calculations required to meet this level of completion.

3.9.1.6.1.8 Specifications

- 3.9.1.6.1.8.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 3.9.1.6.1.8.2 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. Submit (1) copy.

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, 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 biweekly 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 biweekly 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 on the CAD drawing or word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. The 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 subconsultant agreements for the Project.

Consultants proposal is attached herein to further define project scope:

DESIGN SERVICES PROPOSAL

September 20, 2004
Revised: October 5, 2004

City of Las Vegas –
Building and Safety Addition
Las Vegas, Nevada

The following constitutes a proposal, submitted by HCA Architects, Inc. (Architect), for professional design services relating to the design and future construction of the City of Las Vegas – Building and Safety Building located in the West Service Center off of Cheyenne/Buffalo in Las Vegas, Nevada.

THE PROJECT

- A new 4,000 square feet addition and minor renovation to the City of Las Vegas (CLV) - Building & Safety Building, located in CLV West Service Center off of Charleston.

- The addition shall be one-story, stud framed, tile roof, and plaster finish to match existing design including, heights and aesthetic features.
- The project also includes minor demolition and renovation to the existing building for connection and roof projections, as shown on CLV's Proposed Demolition Plan, Floor Plan, Roof Plan, and East Elevation, as received by HCA on September 17, 2004 [See Exhibit 'A2'].
- Site Development shall include a parking lot for +/-108 cars, block wall enclosure and fencing, drive access, landscaping. [See Exhibit 'A1'].
- The addition is to be added to the City of Las Vegas – West Service Center campus and shall be considered a stand-alone building within the campus plan.
- The area of work, is limited to the area indicated on Exhibit A1, and includes: required civil and site improvements
- Programming and Conceptual Design has been prepared by the City of Las Vegas and is not included as part of this proposal.

SCOPE OF WORK

Phase One: PRE- DESIGN SERVICES

Perform Pre-Design Services in addition to the standard Basic Services of Schematic, Design Development, Construction Documents, Bidding and Construction Administration. Pre-Design Services include:

- 1.1 Meet with Owner and further define Owner/Client's needs and project scope, and obtain Owner/Client input and data reviewed at the initial meeting of 09/17/04 and complete Contract negotiations (limited to one (1) meeting).
- 1.2 Prepare Boundary and Topo plan.
- 1.3 Prepare a site utilization plan.
- 1.4 Assist with identification of applicable agency processes / requirements in cooperation with Civil Engineer.
- 1.5 Input Owner's conceptual site plan, including verification of parking layout.
- 1.6 Verify Owner's provided program for the Addition.
- 1.7 Input existing project into electronic format and database.
- 1.8 Prepare Site Development Plans, floor plans, and elevations in accordance with City of Las Vegas Standards for Design Review.
- 1.9 Attend a maximum of two (2) City of Las Vegas Design Review meetings.
- 1.10 Submit six (6) copies.

Perform the following Basic Architectural Services for Structural, Mechanical/Plumbing and Electrical Engineering disciplines and incorporate additional services (*) for Civil, Landscaping, and Construction Cost Estimating for each of the Phases noted below.

Phase Two: SCHEMATIC DESIGN SERVICES

- 2.1 Prepare a preliminary design study incorporating the requirements outlined in the Pre-Design Phase, along with the information provided by CLV.
- 2.2 Prepare schematic level outline specifications.
- 2.3 Prepare conceptual level Opinion of Probable Cost. *
- 2.4 Respond to Design comment reviews.
- 2.5 Prepare formal Schematic Design Submittal.
- 2.6 Submit six (6) copies.
- 2.7 Meet with Owner and review the proposed design.
- 2.8 Obtain Owner's approval to proceed to Design Development.

Phase Three: DESIGN DEVELOPMENT

- 3.1 Reevaluate SD scheme based on Owner's budget and comments.
- 3.2 Prepare Design Development documents incorporating the approved Schematic Design.
- 3.3 Coordinate development of Structural Engineering work with proposed project
- 3.4 Coordinate development M., P., E., engineers work with proposed project.
- 3.5 Coordinate civil engineer work with proposed project. *
- 3.6 Coordinate landscaping work with proposed project.
- 3.7 Finalize and submit Flood/Drainage Report. *
- 3.8 Finalize selected systems, materials, and construction methods, and participate in one V.E. Meeting.
- 3.9 Prepare mounted color boards and building palette.
- 3.10 Update the Opinion of Probable Construction Cost. *
- 3.11 Prepare complete listing of Specifications.
- 3.12 Prepare formal Design Development submission to the CLV.
- 3.13 Submit ten (10) copies.
- 3.14 Respond to CLV comments.

- 3.15 Participate in Design Development meeting.
- 3.16 Obtain Owner's approval to proceed to Construction Documents (CD's).

Phase Four: CONSTRUCTION DOCUMENTS

- 4.1 Update design development drawings based upon Owner's review comments.
- 4.2 Prepare and further develop working drawings for 50% submission / review.
- 4.3 Update and further develop specifications.
- 4.4 Submit ten (10) copies.
- 4.5 Update / Prepare 50% CD Opinion of Construction Cost.
- 4.6 Review and respond to Design Comments.
- 4.7 Participate in 50% Design Review Meeting.
- 4.8 Complete contract drawings for 95% submission / review.
- 4.9 Complete specifications.
- 4.10 Submit ten (10) copies.
- 4.11 Complete calculations.
- 4.12 Update / Prepare 90% CD Opinion of Construction Cost.
- 4.13 Prepare final construction documents, stamped and sealed ready for Bid.
- 4.14 Participate in City of Las Vegas – Building Permitting process.
- 4.15 Assist in obtaining Permit approval and prepare Plan Check Applications.
- 4.16 Respond to plan check comments/corrections, as necessary.
- 4.17 Submit ten (10) sets of 100% Construction Documents.

Phase Five: BIDDING

- 5.1 Issue documents for construction.
- 5.2 Provide clarification of documents to bidders thru Addenda.
- 5.3 Attend and participate in the Pre-bid meeting
- 5.4 Participate in bid evaluation and recommendations.

Phase Six: CONSTRUCTION ADMINISTRATION

- 6.1 Attend and participate in Pre-construction Conference with the Construction Contractor.
- 6.2 Participate in the Owner/Contractor "Partnering Meeting" as determined by the City, for a maximum of two (2) meetings. *
- 6.3 Attend and participate in Construction Progress Meetings, a maximum of one every other week for 4 hours.
- 6.4 Prepare a Field Report every other week, in conjunction with the meeting.
- 6.5 Advise the City on defects and deficiencies in the work.
- 6.6 Provide clarification of documents to GC.
- 6.7 Issue field sketches, addenda, or other document revisions, as required.
- 6.8 Review shop drawings and contractor submittals.
- 6.9 Review Contractor's Pay Applications.
- 6.10 Participate in the development and resolution of the Punch List.
- 6.11 Review Contractor's submitted O & M's.
- 6.12 Civil Engineer to prepare and provide a Final Grading Report.

Phase Seven: POST CONSTRUCTION

- 7.1 Participate in warranty walk-through
- 7.2 Assist in resolution of warranty issues.
- 7.3 Prepare Record Documents for the Project based upon the Contractor's posted field set.
- 7.4 Submit mylar and electronic set to Owner.

COMPENSATION

Compensation for Basic Services of Architectural, Structural, Mechanical/Plumbing and Electrical, includes: Pre-Design Services, Reimbursable costs to the firm, and Post Construction –Record Documents, and is 9.5% of the Construction and Design Quality Cost, budgeted at \$1,000,000.00.

Additional services of Boundary/Topo, Drainage, Civil, and Cost Estimating are in addition to the Architect's Basic compensation and are as noted below and amount to approximately 2.8% of the Construction Cost, for a total of 12.3%.

BASIC SERVICES:

FEE BASED ON PERCENTAGE OF CONSTRUCTION	95,000.00

ADDITIONAL SERVICES:

CIVIL ENGINEERING	27,100.00 *
CONSTRUCTION ESTIMATOR	1,000.00
	28,100.00

* INCLUDES BOUNDARY/TOPO & DRAINAGE

ACTUAL TOTAL	123,100.00
REQUESTED PROJECT COMPENSATION:	123,000.00

The above fees are based on bids from the following proposed consultants:

Civil Engineer: MDG
Structural Engineer: Bennett & Jimenez
Mechanical/Plumbing Engineer: FEA Engineering
Electrical Engineer: FEA Engineering
Estimator: London Contracting

HCA and the Owner have agreed on the following:

- Landscaping will be done in-house by HCA and reviewed and approved by the Owner as a Design/Build specification.
- The Owner will provide Geotechnical.
- Boundary / Topo, at the request of all Civil, is to be part of their services as they need to rely upon the information gathered.

BILLING RATES

Principal	175.00
Project Director	135.00
Project Manager	115.00
Project Architect/Designer	95.00
Assistant Architect/Designer	85.00
CAD Technician	75.00
Administrator	65.00

TERMS

- The contract for signature will be in the form of the City of Las Vegas Standard Form of Agreement.
- Billing will occur monthly, commensurate with percentage of services completed.
- Direct expenses incurred by the Architect on behalf of Owner (reimbursables) are incorporated into the Architect's compensation.

EXCLUSIONS

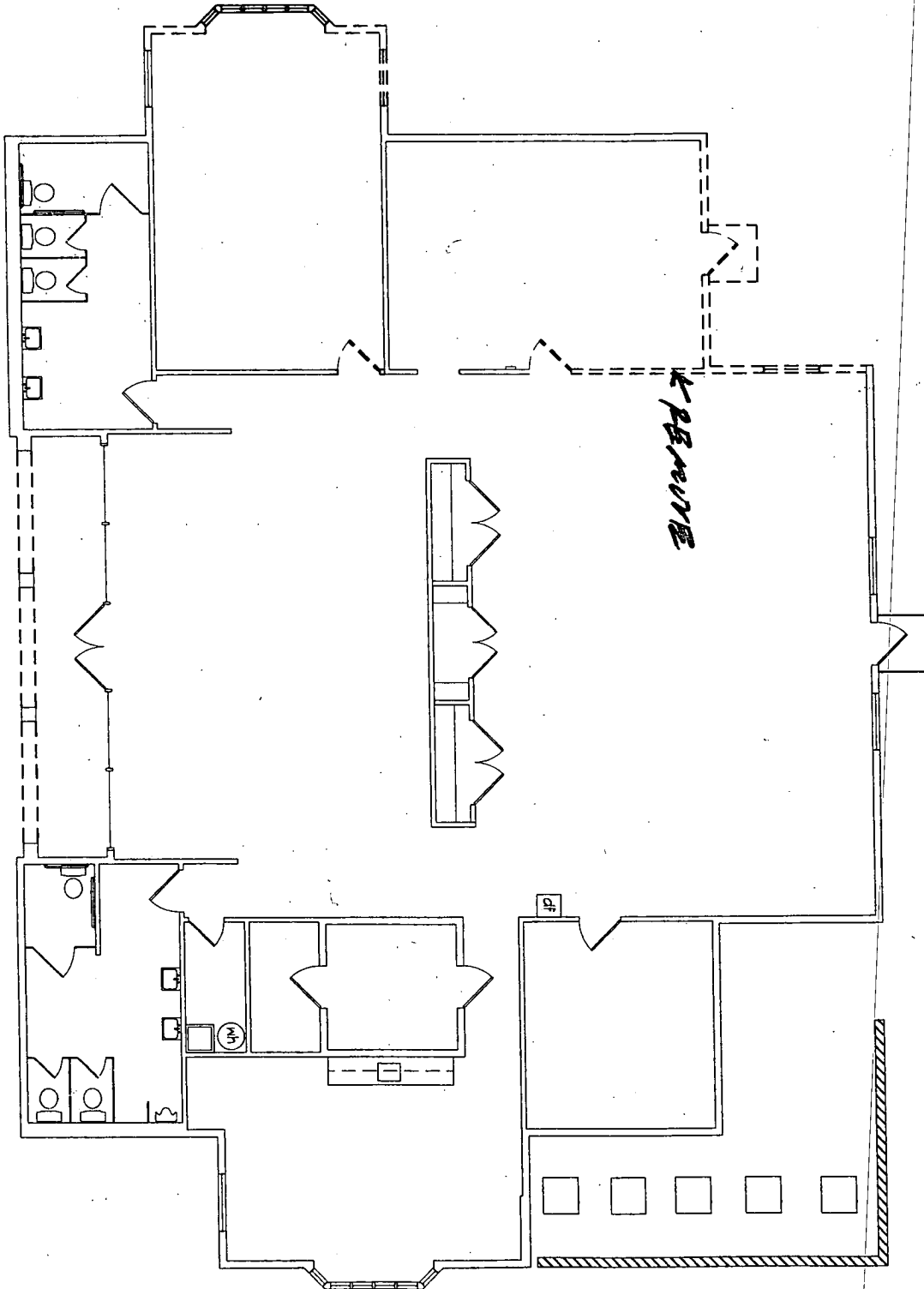
- This proposal is limited to the preparation of documentation for CLV – Building and Safety Addition, and does not include services such as:
 - Programming and re-programming
 - Master Planning
 - Extensive Site Assessments
 - GeoTechnical Report
 - Presentation Models, computer modeling, artist's renderings and presentation graphics.
 - Multiple attendances at public hearings.

END OF EXHIBIT "A"

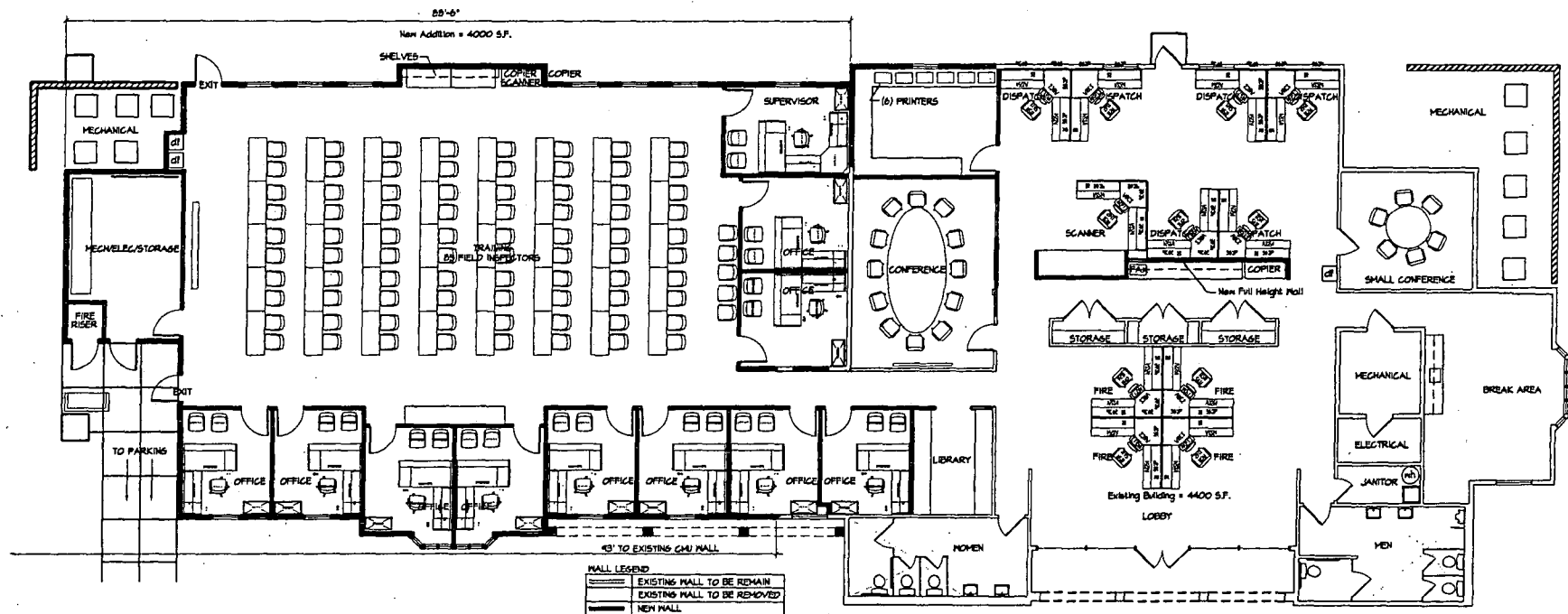
EXHIBIT "A21"

Scale: 1/8" = 1'-0"

Demolition Plan



North

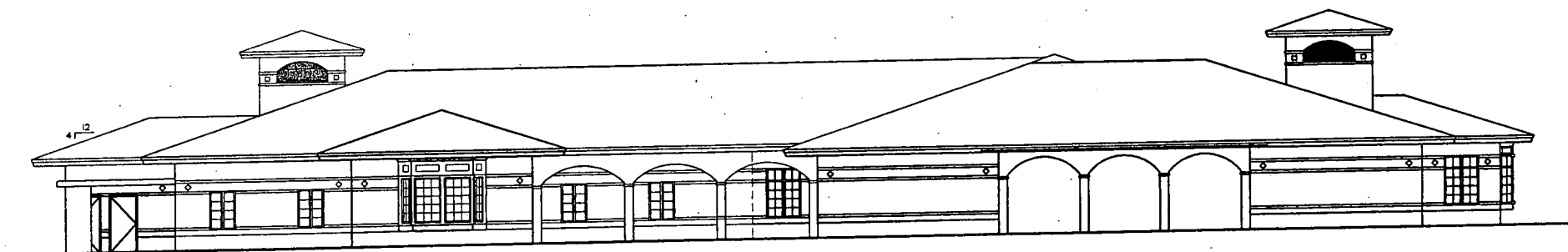


Proposed Floor Plan

Scale: 1/8" = 1'-0"



EXHIBIT "A2"



Proposed East Elevation

Scale: 1/8" = 1'-0"

Proposed Roof Plan
Scale: 1/8" = 1'-0"

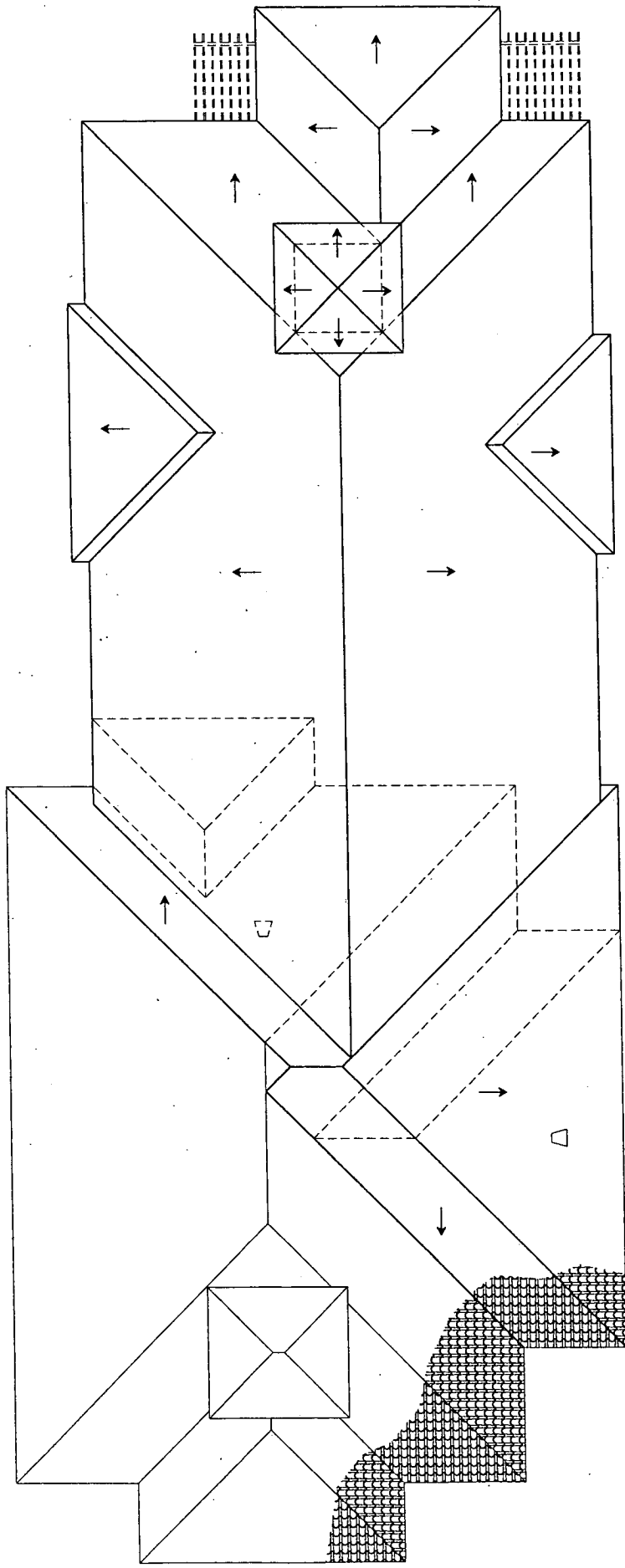


EXHIBIT "B"

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 Verify City of Las Vegas Program.
2.3 Prepare site development Drawings in accordance with City of Las Vegas Standards.
2.4 Prepare site utilization plan.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 3.1** 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.
5.3 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 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.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Pre Design	82	
Schematic Design	32	Includes 5 day City review period.
Design Development	41	Includes 1 week City review period.
Construction Documents	65	City review is concurrent with drawings. Includes 10 days review period at 50% and 95%
Bidding	84	City determined.
Construction	180	City determined.
Post Construction	60	City determined.
TOTAL	544	

- 2.2 The City review periods shown in the table 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 table 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 Public Works, 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

PHASE	PERCENT	FEE	REMARKS
Programming and Conceptual Design	5%	\$6,000	
Schematic Design	17%	\$21,000	
Design Development	18%	\$22,000	
Construction Documents	35%	\$43,000	
Bidding	3%	\$4,000	
Construction Administration	20%	\$24,000	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	2%	\$3,000.00	
	TOTAL	123,000	

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
Project Director	\$135
Project Manager	\$115
Project Architect/Designer	\$95
Assistant Architect/Designer	\$85
Drafter/CAD Technician	\$75
Administrator	\$65

SUBCONSULTANT'S HOURLY RATES

Subconsultant: Malpass Design Group (Civil Engineer)	
CLASSIFICATION	HOURLY RATE
Principal	\$150
Cadd Designer	\$90
Cadd Drafter	\$50
Work Processor/Clerical	\$45

Subconsultant: Bennett & Jimenez (Structural Engineer)	
CLASSIFICATION	HOURLY RATE
Principal	\$130
Senior Engineer	\$115
Design Engineer	\$85
CAD Technician	\$75

Subconsultant: F.E. A. Engineering (Mech/Plumb and Electrical)	
CLASSIFICATION	HOURLY RATE
Principal	\$175.00
Project Engineer	\$150.00
Designer	\$125.00
Designer/Drafter	\$90.00
Drafter	\$65.00
Work Processor/Clerical	\$45

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: 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: Janelle Wright

PRINCIPAL: Harry E. Campbell AIA

PROJECT DIRECTOR: Tipton Omohundro, AIA

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.

CIVIL ENGINEER: MalPass Design Group
2340 Corporate Circle Suite 140
Henderson, NV 89074

STRUCTURAL ENGINEER: Bennett & Jimenez
2481 N. Decatur Blvd. Suite B
Las Vegas, NV 89108-2957

MECHANICAL ENGINEER: FEA Engineering
2621 W. Horizon Ridge Pkwy. S 200
Henderson, NV 89052

ELECTRICAL ENGINEER: FEA Engineering

LANDSCAPE DESIGN: HCA Architects

COST ESTIMATOR: London Contracting
6362 McLeod
Las Vegas, NV 89120

GEOTECHNICAL ENGINEER: Provided by City of Las Vegas

LAND SURVEYOR: MDG

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>
HCA ARCHITECTS	
Name	
2121 E. TROPICANA NE SUITE 2	
Address	
731-0363	
Telephone	
EIN or DUNS	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement:	
CITY OF LAS VEGAS	
BUILDING SERVICES	
EXPANSION WSC.	
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.	<i>Harry Campbell, President</i>	<i>2121 E. Trop. #2, L.V., NV. 89119</i>	<i>702-731-0363</i>
2.	<i>Graham Downes, Partner</i>	<i>"</i>	<i>"</i>
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.



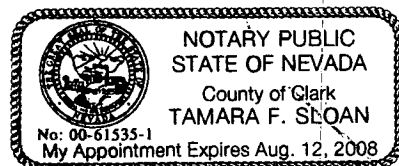
 Name
 Oct. 21, 2004

 Date

Subscribed and sworn to before me this 21st day of

October, 2004.
Jamara F. Sloan

Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Southwest Engineering on behalf of Richmond American Homes, owner (area bounded by Deer Springs Way, Doe Brook Trail and Grand Montecito Parkway) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping on the south side of Deer Springs Way between Doe Brook Trail and Grand Montecito Parkway, on the west side of Doe Brook Trail extending southward from Deer Springs Way and on the east side of Grand Montecito Parkway extending southward from Deer Springs Way, consisting of landscaping to meet Town Center landscaping requirements for the proposed Deer Springs/Durango 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" (area bound by Deer Springs Way, Doe Brook Trail and Grand Montecito Parkway)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

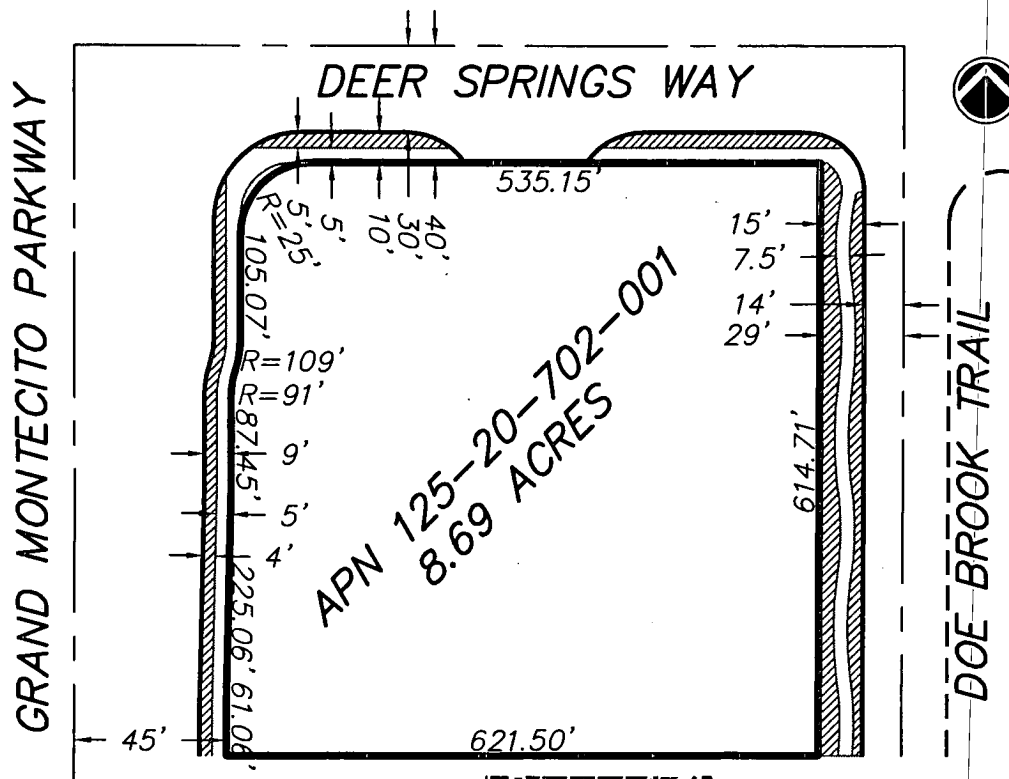
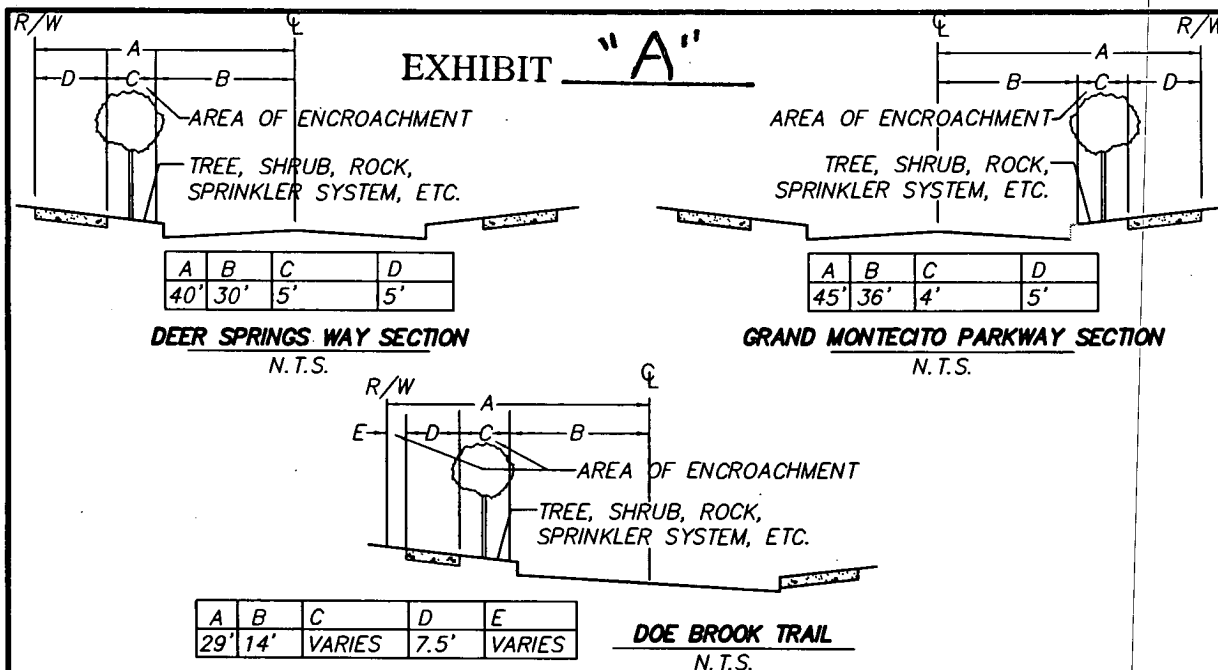
Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219



ENCROACHMENT EXHIBIT
NTS
DEER SPRINGS & DURANGO

G: \LDD_PROJ\040520\DWG\ENCR-EXHIBIT.DWG

PAGE 1 OF 1



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: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from JPL Engineering, Incorporated, on behalf of BJ Rancho Investment, Incorporated, owner (Washington Avenue west of Rancho Drive) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for a strip of landscaping on the south side of Washington Avenue extending approximately 300-feet along the property line to be no wider than 2.5-feet consisting of crushed rock ground cover, shrubs and an irrigation system for the proposed Rancho/Washington commercial project. 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" (Washington Avenue west of Rancho Drive)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

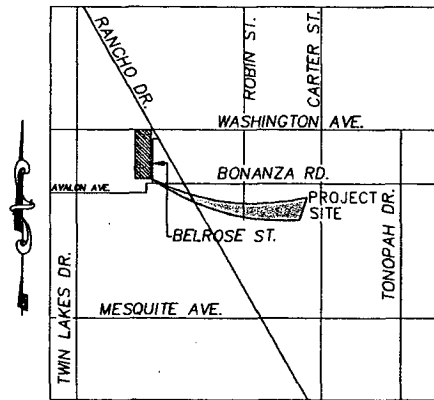
(9:23 - 9:24/9:42)

1-611/1-1219

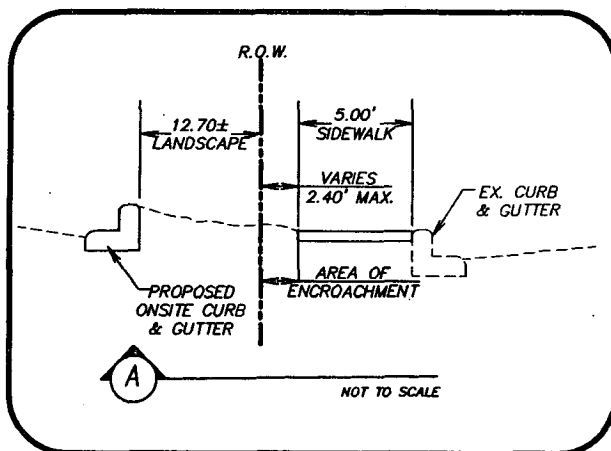
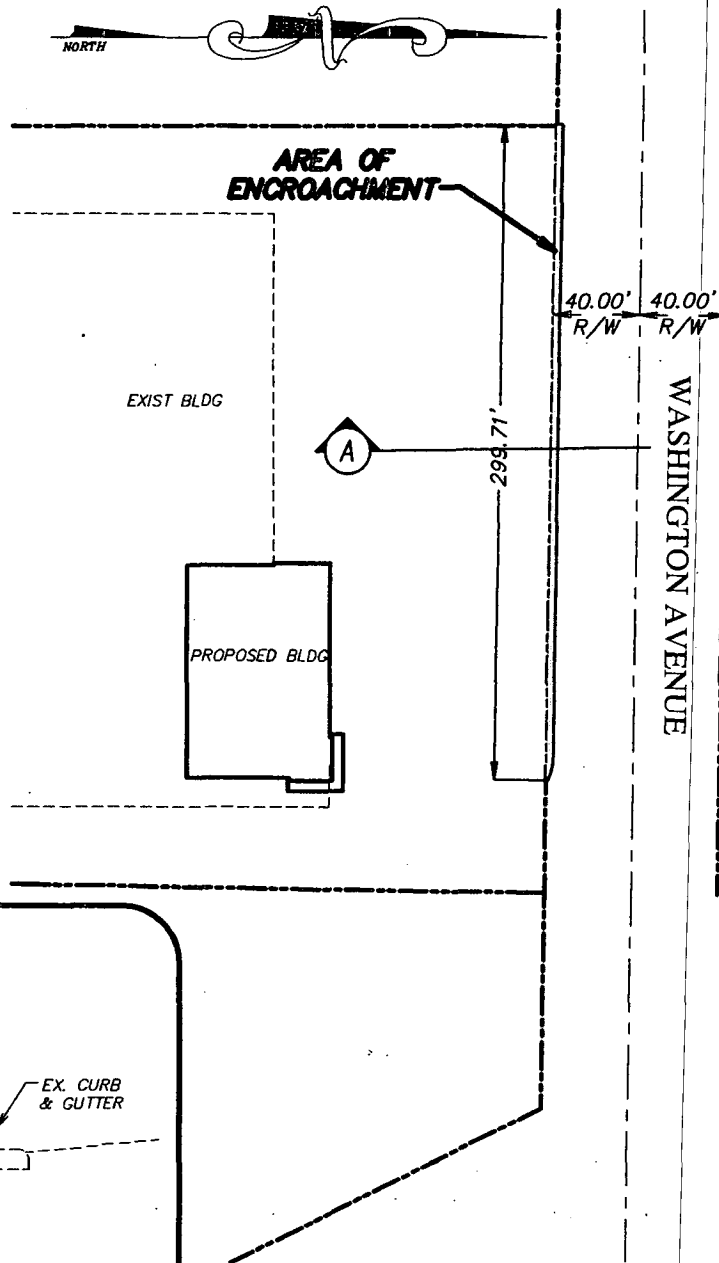
JPL ENGINEERING INC.
8620 S. EASTERN STE #8
LAS VEGAS NV. 89123

RANCHO & WASHINGTON

EXHIBIT "A"



VICINITY MAP
NOT TO SCALE



NOT TO SCALE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf Centennial Gateway, LLC, owner (Centennial Center Boulevard north of Ann Road) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Landscaping on the east side, west side, and medians of Centennial Center Boulevard extending northward from Ann Road, landscaping on the north side and median of Ann Road extending westward from Centennial Center Boulevard and landscaping on both sides of a trail located on the Buffalo Drive alignment extending northward from Desert Breeze Avenue which will meet Town Center landscaping requirements for the proposed Centennial Gateway project. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (Centennial Center Boulevard)
2. Copy of Encroachment Exhibit "B" (Centennial Center Boulevard north of Ann Road)
3. Copy of Encroachment Exhibit "C" (Centennial Center Boulevard cross sections)
4. Copy of Encroachment Exhibit "D" (Ann Road west of Centennial Center Boulevard)
5. Copy of Encroachment Exhibit "E" (trail north of Desert Breeze Avenue)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

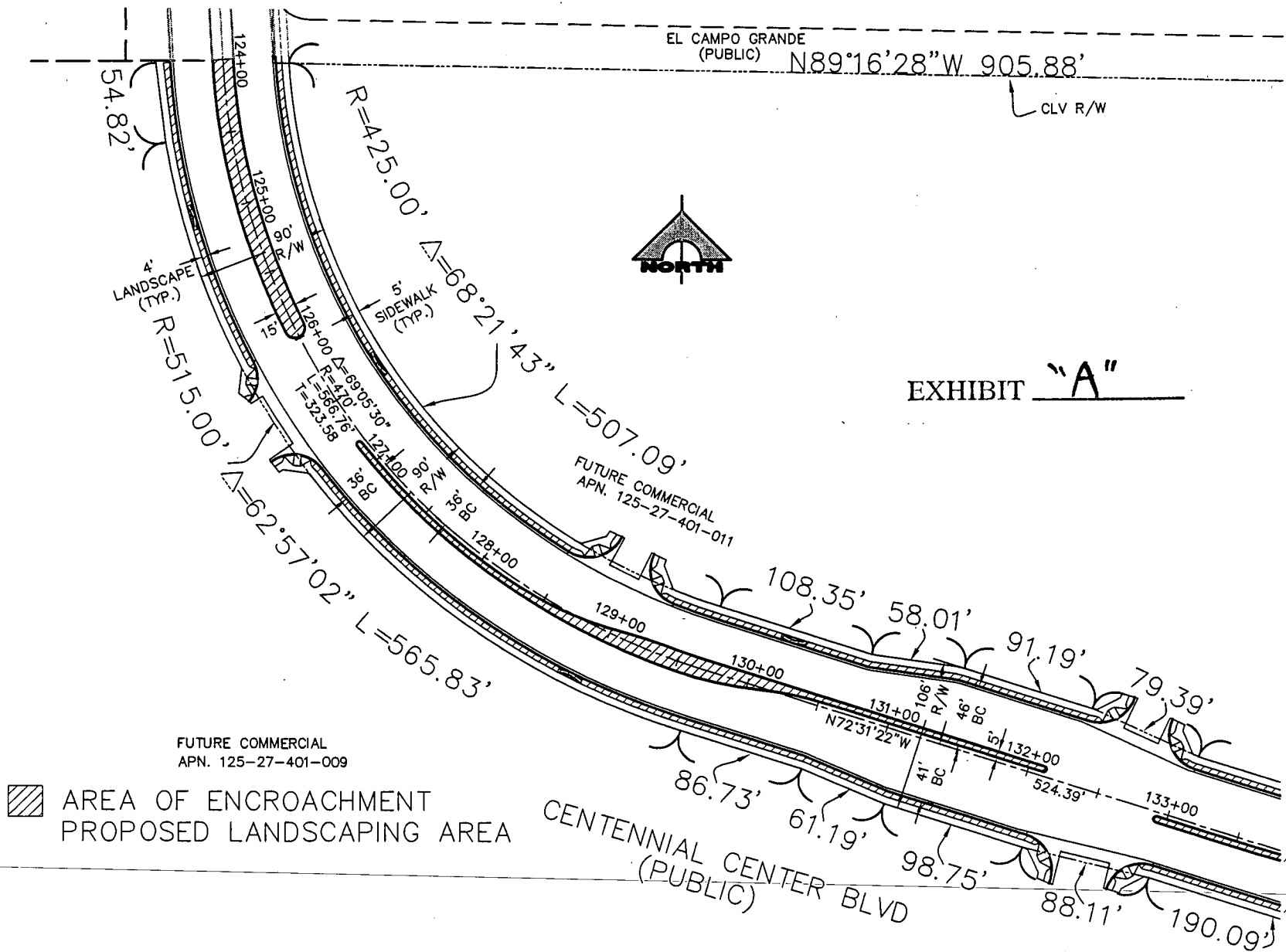
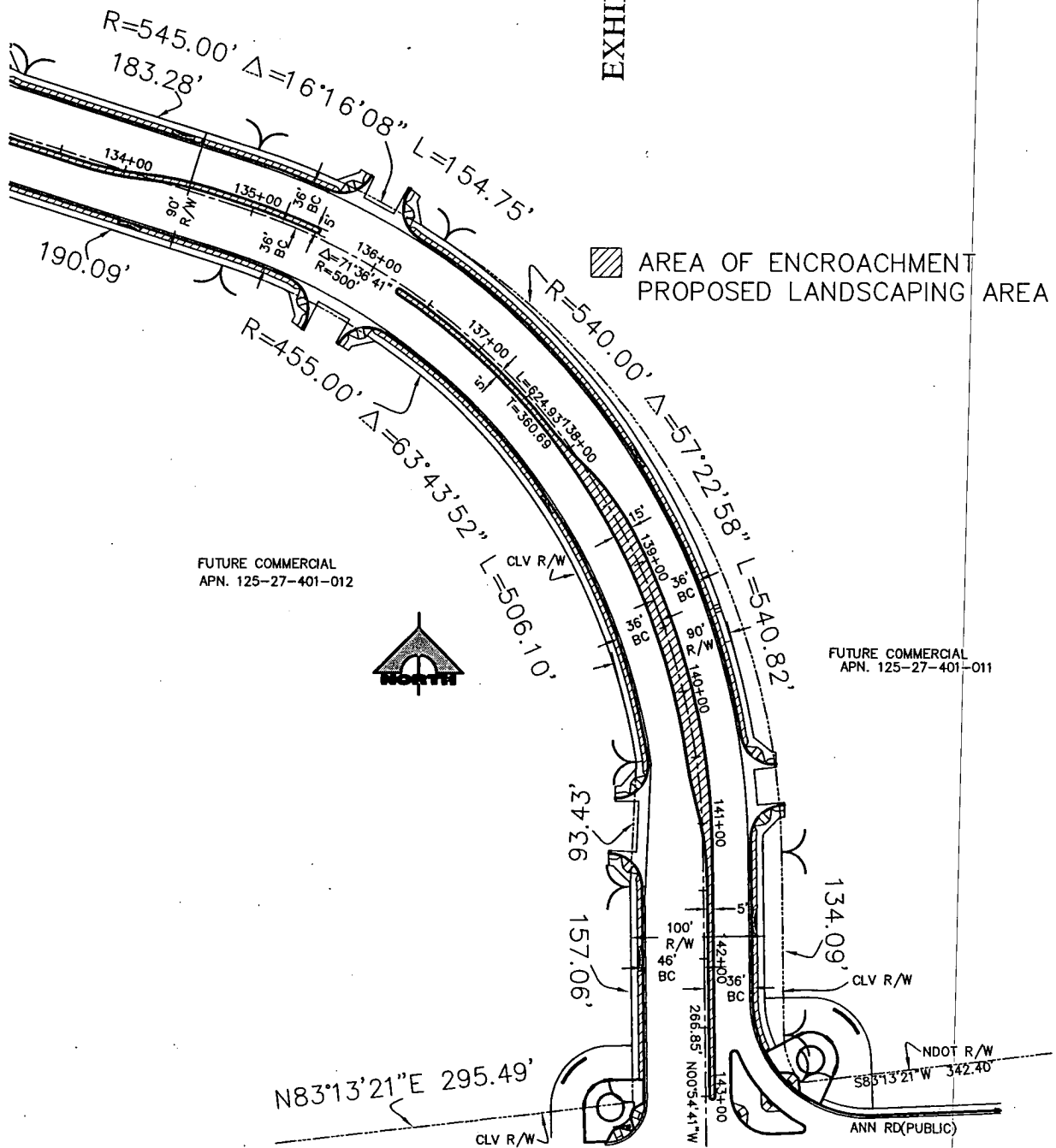


EXHIBIT "B"



Centennial Center Boulevard cross sections

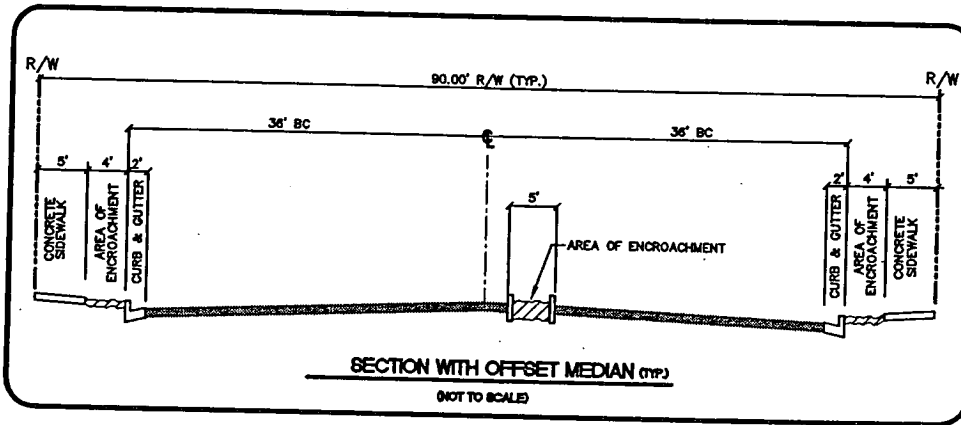
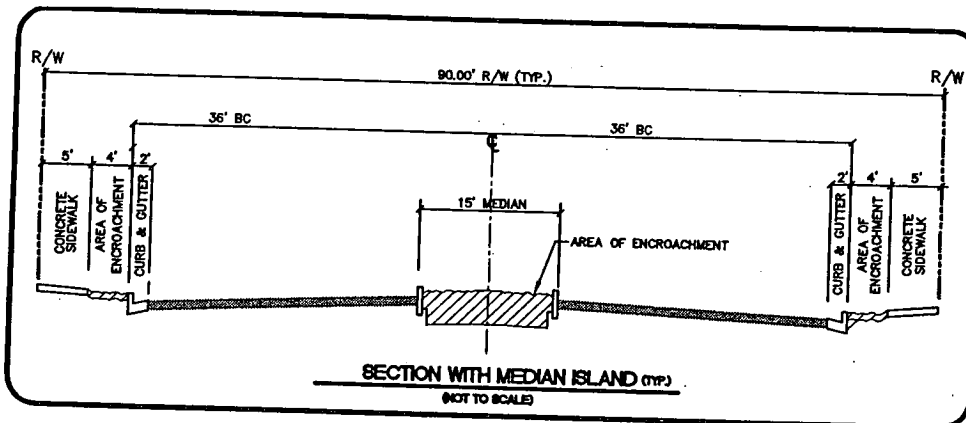
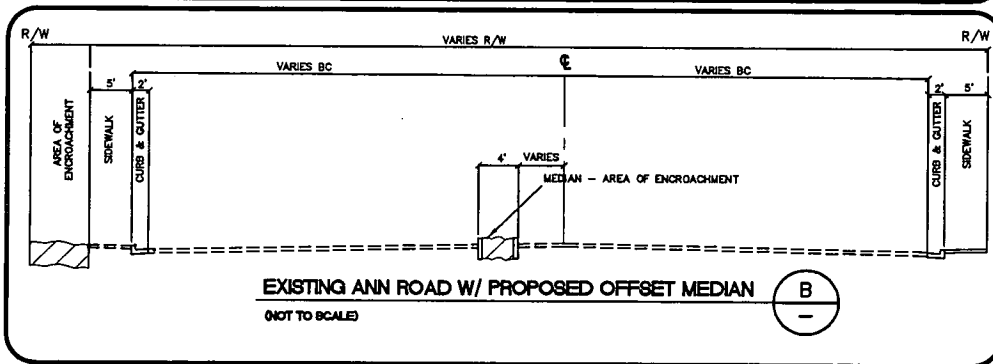
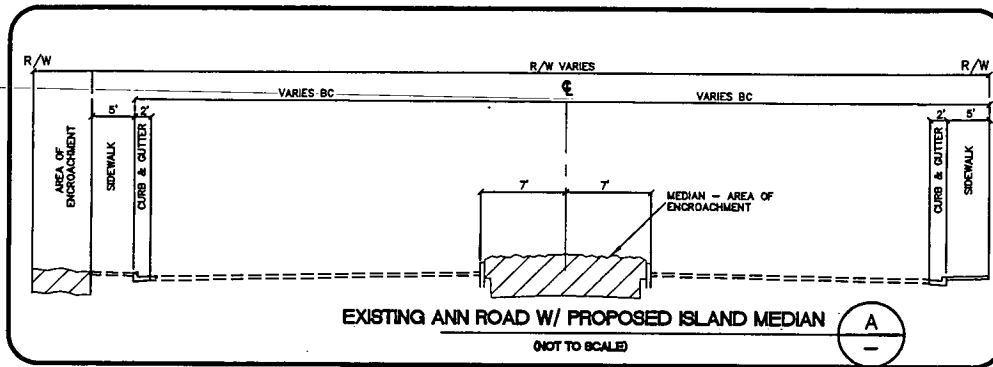


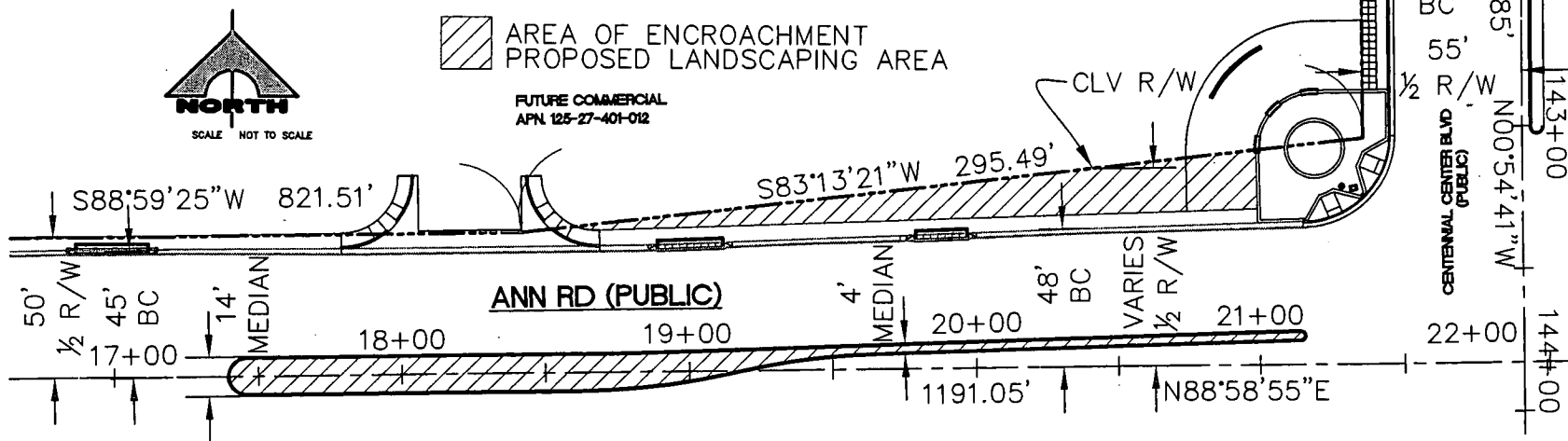
EXHIBIT "C"





0"

EXHIBIT



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from L. R. Nelson, Incorporated, on behalf of Richmond American Homes Nevada, owner (southeast corner of Tule Springs Road and Sunny Springs Lane) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Landscaping on the east side of Tule Springs Road extending southward from Sunny Springs Lane for approximately 519-feet. Landscaping will also be located at the southeast corner of Tule Springs Road and Sunny Springs Lane and at the northeast corner of Tule Springs Road at New Leaf Avenue for the proposed Elkhorn/Tule Springs sub-division. The landscaping will consist of trees, shrubs, ground cover and an irrigation system. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (Tule Springs Road south of New Leaf Avenue)
2. Copy of Encroachment Exhibit "B" (Tule Springs Road between Sunny Springs Lane and New Leaf Avenue)
3. Copy of Encroachment Exhibit "C" (vicinity map)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

SCALE: 1"=30'
 AREA OF ENCROACHMENT
 PROPOSED LANDSCAPING AREA

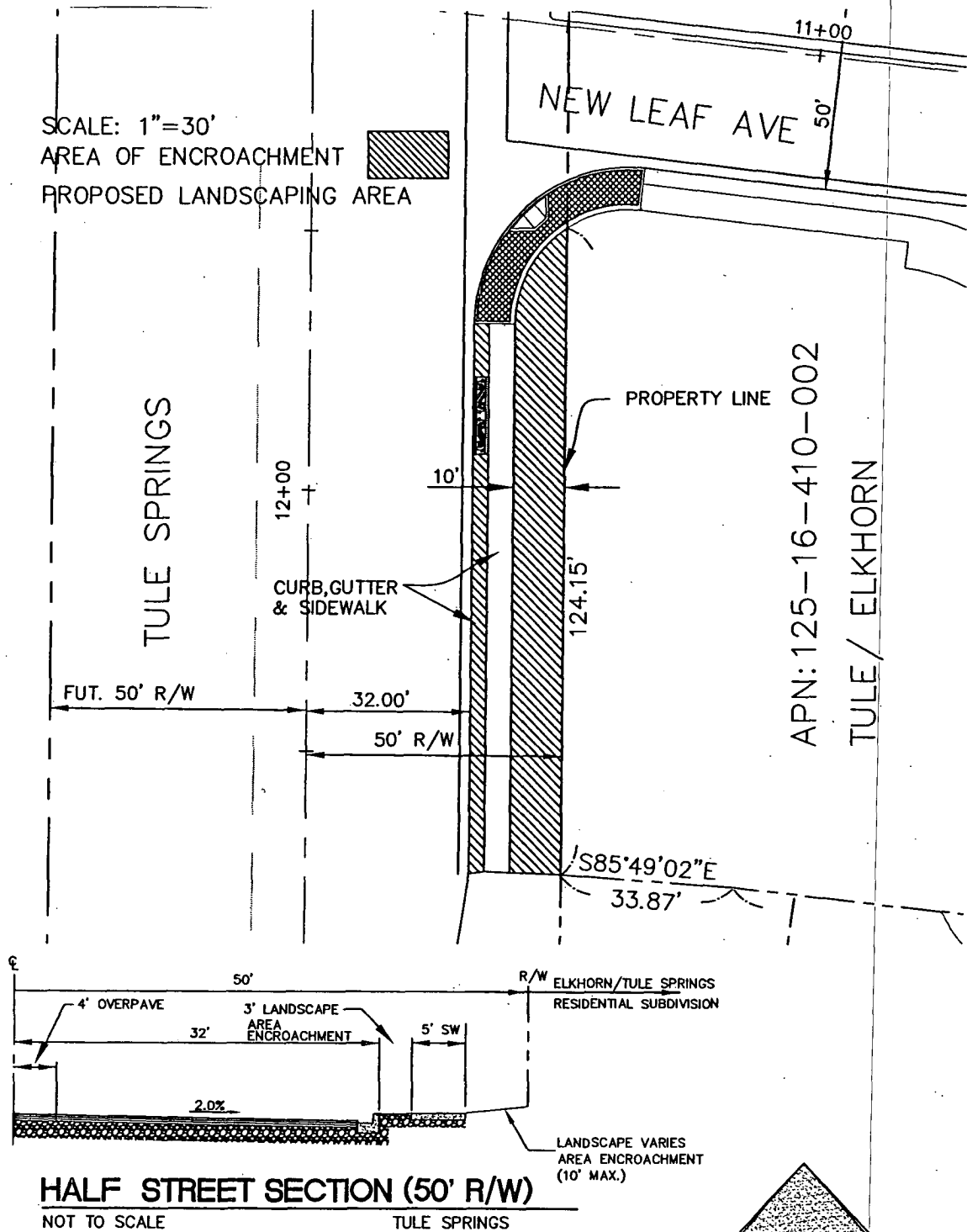


EXHIBIT "A"



SCALE: 1"=40'

AREA OF ENCROACHMENT

PROPOSED LANDSCAPING AREA

TULE SPRINGS

SUNNY SPRINGS RD.

R=54.00'

L=21.83

T=11.06°

Δ=23°09'28"

S86°30'00"E 124.50'

CURB, GUTTER
& SIDEWALK

PROPERTY LINE

APN: 125-16-410-002

TULE / ELKHORN

EXHIBIT

"B"

NEW LEAF AVE.



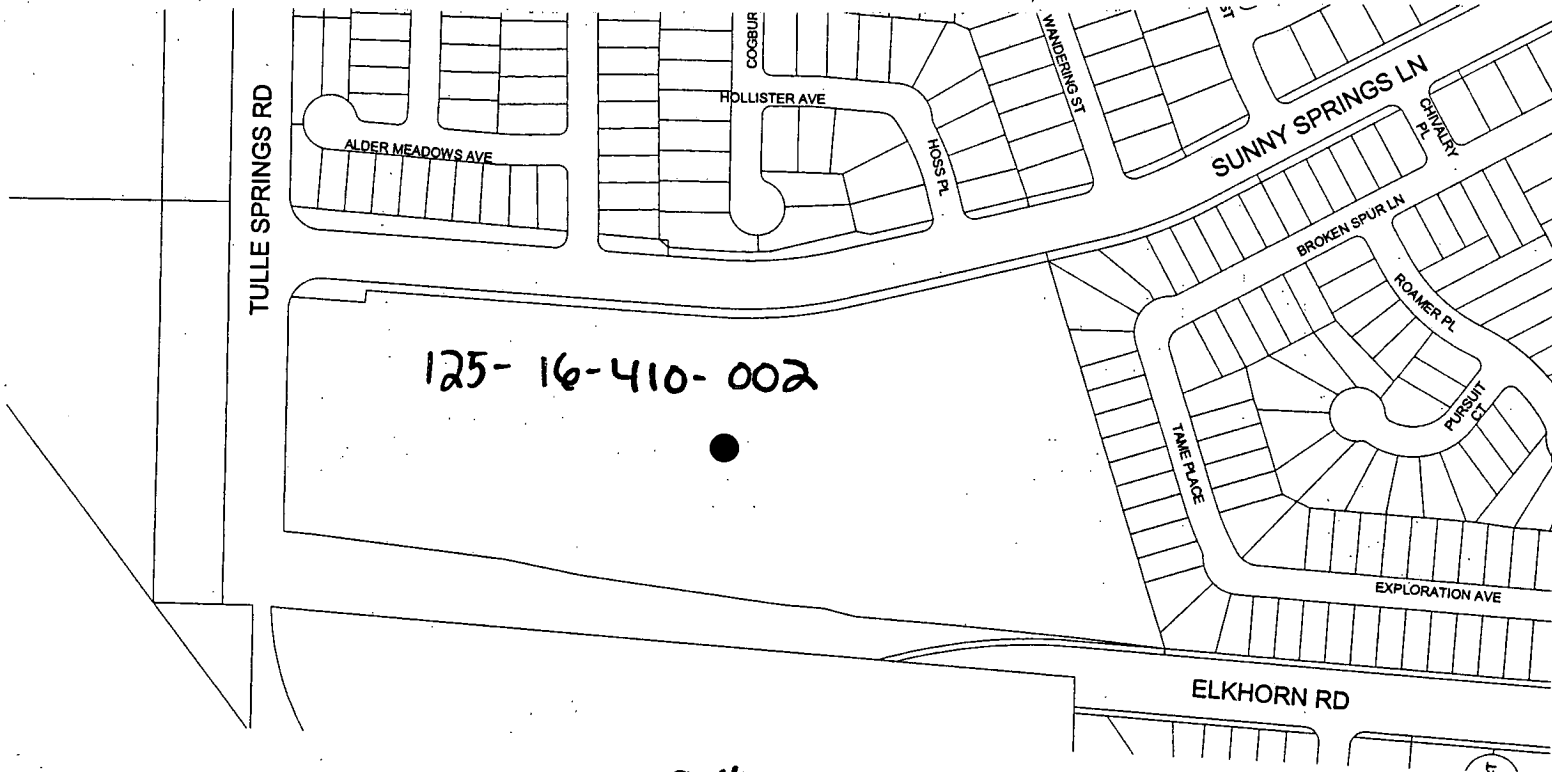


EXHIBIT "C"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Mark E. Griffith and Naoma Griffith, owners (southeast corner of Whispering Sands Drive and Rainbow Boulevard, APN 125-14-201-002) - County (near Ward 6 - Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is to connect a single-family dwelling located at Whispering Sands Drive and Rainbow Boulevard. The owners propose to connect to an existing 8-inch sewer line in Whispering Sands Drive. 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's 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:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:23 - 9:24/9:42)
1-611/1-1219

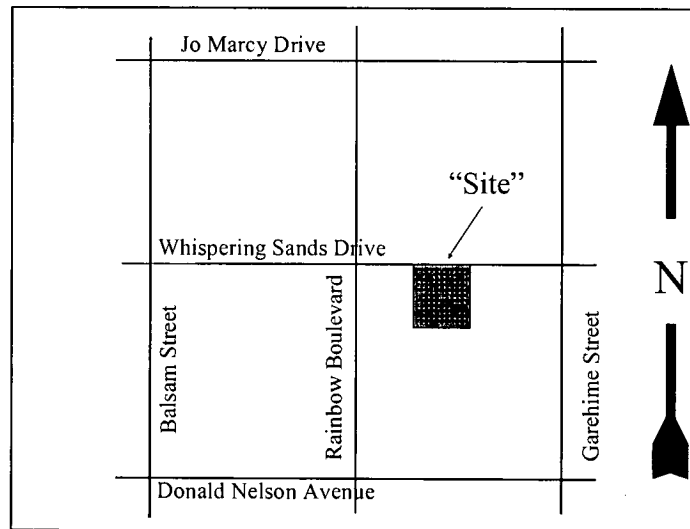
AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: SEWER CONNECTION AND APPROVAL OF INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – MARK E. GRIFFITH AND NOAMA GRIFFITH, OWNERS (SOUTHEAST CORNER OF WHISPERING SANDS DRIVE AND RAINBOW BOULEVARD, APN 125-14-201-002)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 8th day of October, 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 Mark and Naoma Griffith (approximately 1.9 acres -- vacant land; Parcel No. 125-14-201-002 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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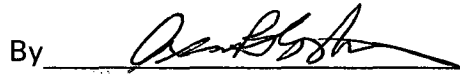
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

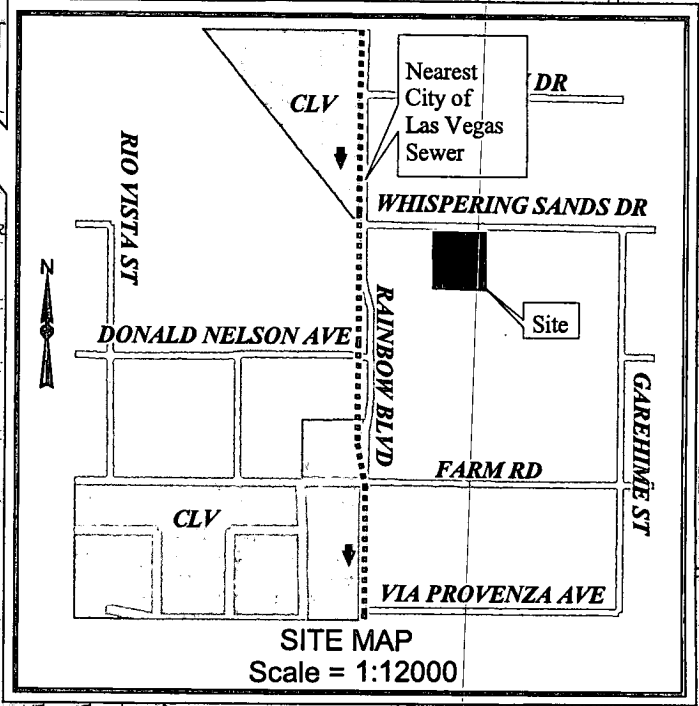
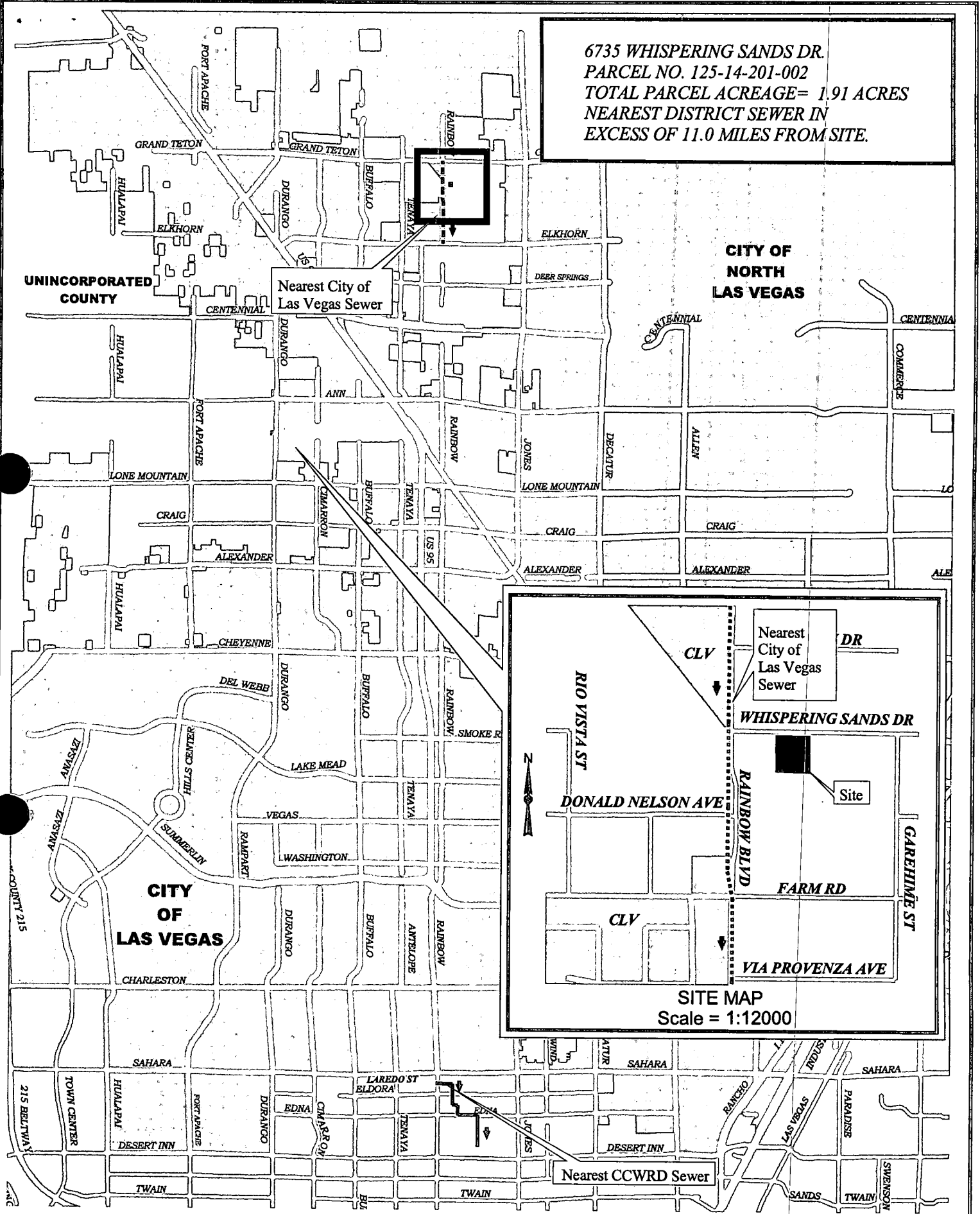
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  12-2-04
Deputy City Attorney

6735 WHISPERING SANDS DR.
 PARCEL NO. 125-14-201-002
 TOTAL PARCEL ACREAGE= 1.91 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 11.0 MILES FROM SITE.



Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - GC Wallace, Incorporated, on behalf of Silverstone I, L.P., owner (southwest corner of Ann Road and Durango Drive, APNs 125-32-501-009, 125-32-501-010, 125-32-501-011, 125-32-501-021, 125-32-501-022 and 125-32-501-023) - County (near Ward 6 - Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is to connect 38 single-family dwellings located on the southwest corner of Ann Road and Durango Drive. The owner proposes to connect to the 15-inch sewer line located in Ann Road and extend the sewer line to the western edge of the development. The Planning Department has determined the project does conform to the City's General plan for the area. 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:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

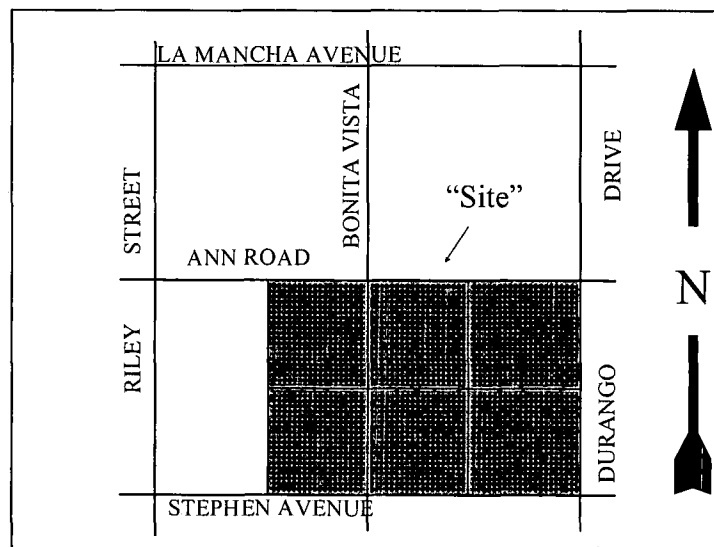
AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT, GC WALLACE, INCORPORATED, ON BEHALF OF SILVERSTONE I, LP, OWNER (SOUTHWEST CORNER OF ANN ROAD AND DURANGO DRIVE, APNS 125-32-501-009, 125-32-501-010, 125-32-501-011, 125-32-501-021, 125-32-501-022 AND 125-32-501-023)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 7th day of October, 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 Silverstone I, LP (approximately 16.36 acres -- vacant land; Parcel No. 125-32-501-021, 022, 023, 009, 010, 011 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

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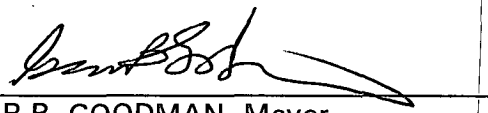
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

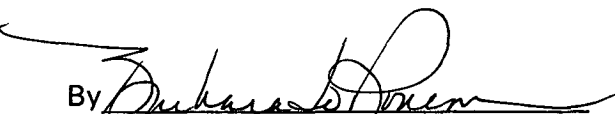
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

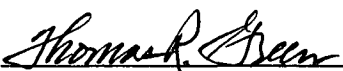
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

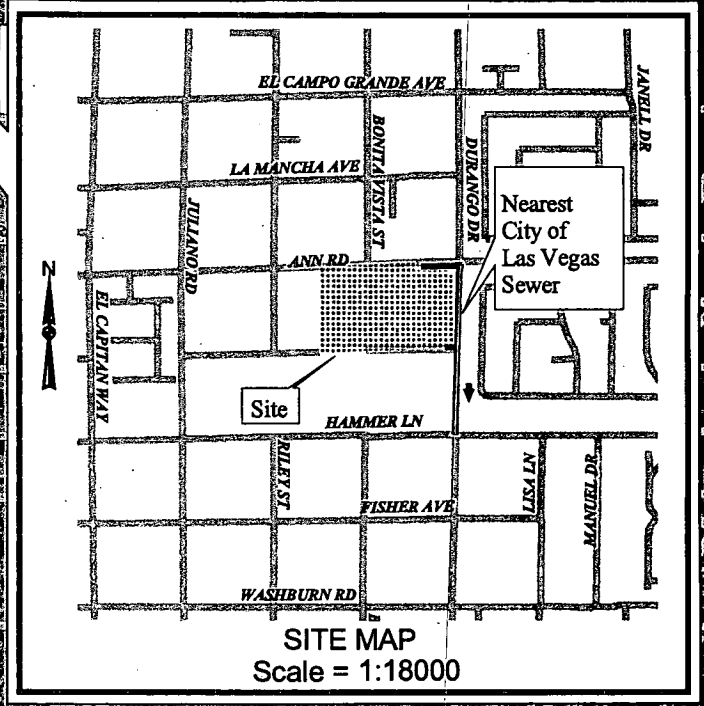
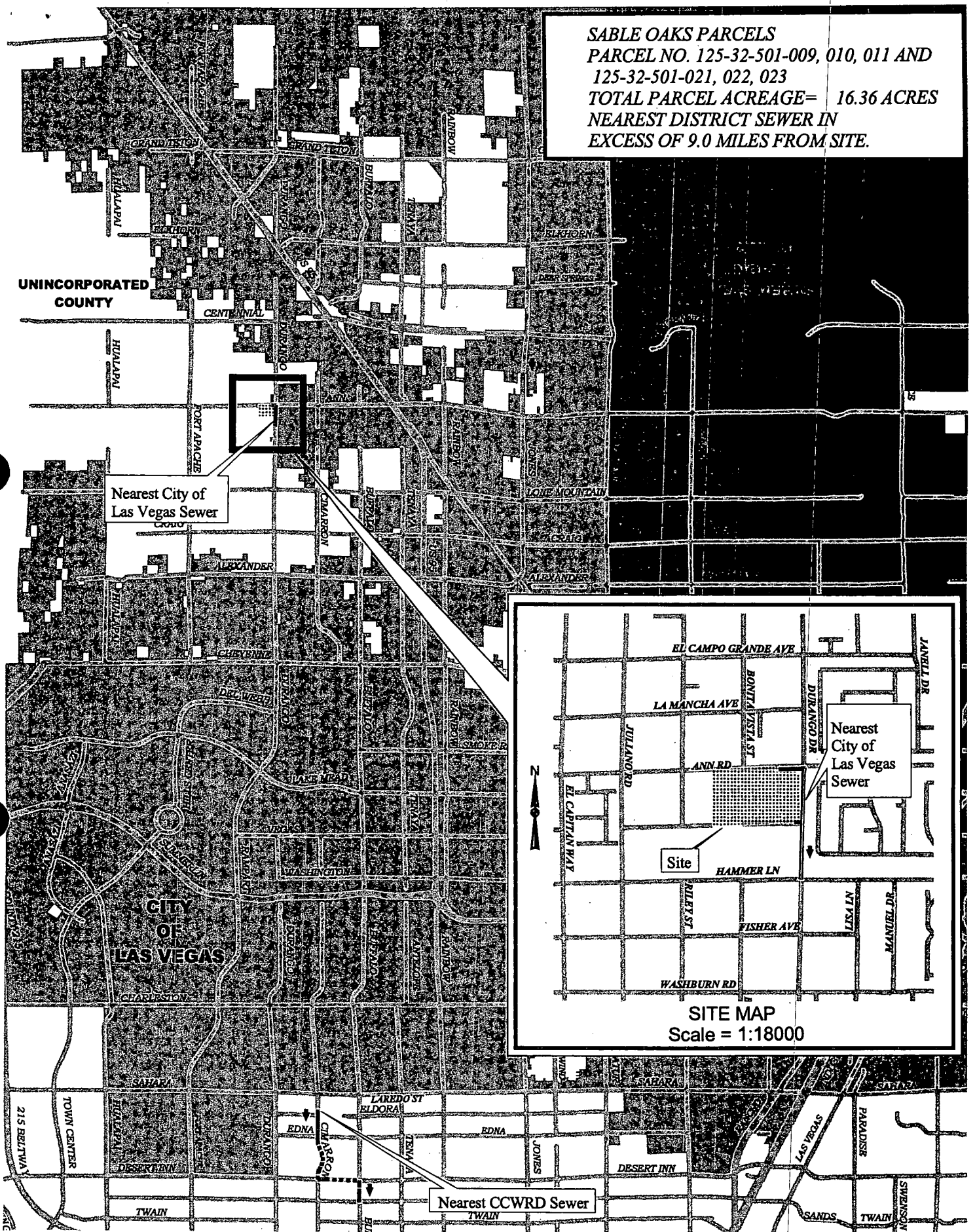
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  12/2/04
Deputy City Attorney

SABLE OAKS PARCELS
PARCEL NO. 125-32-501-009, 010, 011 AND
125-32-501-021, 022, 023
TOTAL PARCEL ACREAGE= 16.36 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 9.0 MILES FROM SITE.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Tower Realty on behalf of 701 Bridger Avenue, LLC, owner (Bridger Avenue between Seventh Street and Eighth Street) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for a 3.5-foot wide area of landscaping on the north side of Bridger Avenue between Seventh Street and Eighth Street, a 10-foot wide area of landscaping on the east side of Seventh Street and on the west side of Eighth Street extending approximately 60-feet northward from Bridger Avenue consisting of desert landscaping and an irrigation system for a proposed Bridger and 8th Street 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" (Bridger Avenue between Seventh Street and Eighth Street)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - **UNANIMOUS** with **WOLFSON** not voting and **MACK** abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

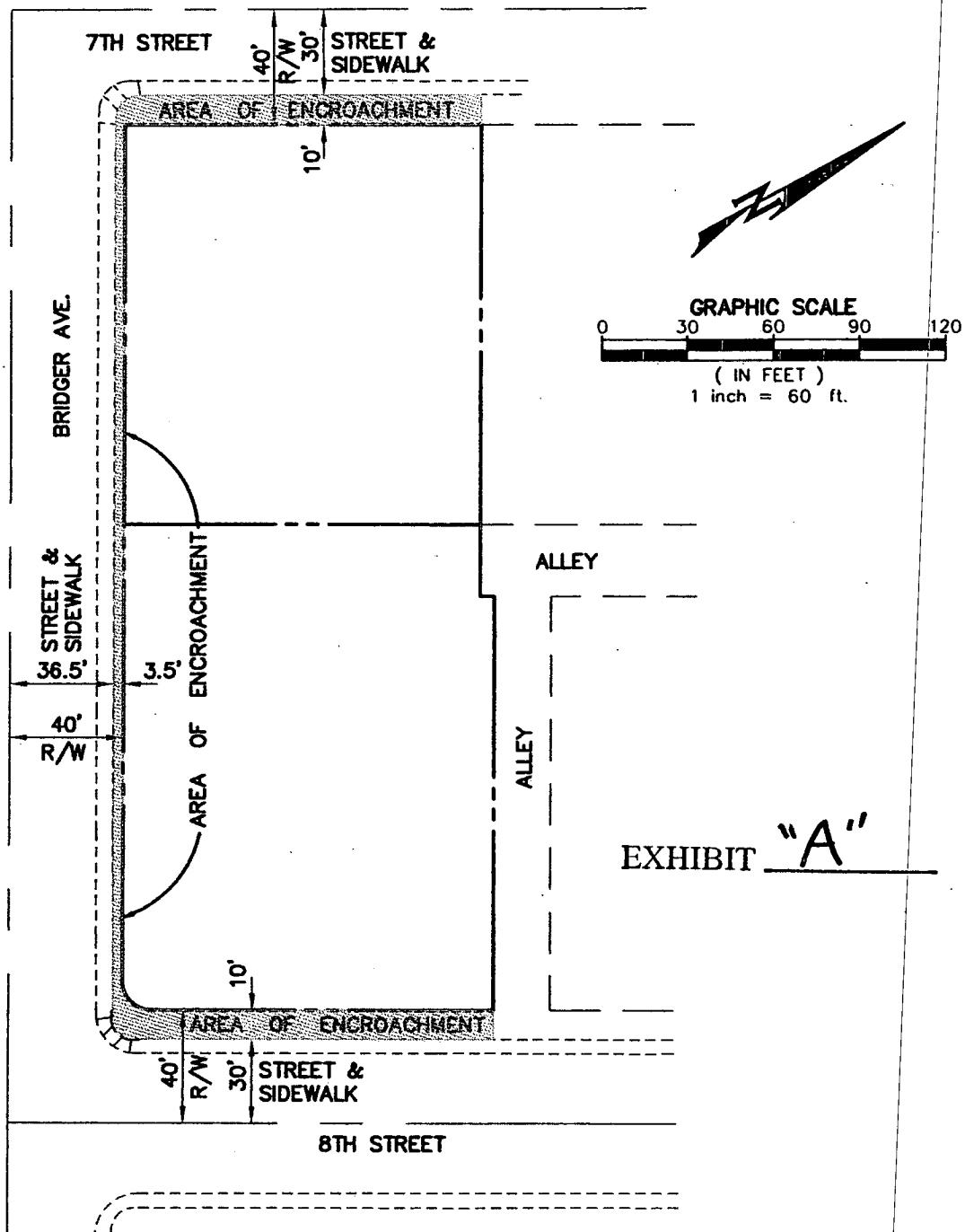


EXHIBIT "A"

**ENCROACHMENT
EXHIBIT
BRIDGER AVENUE
AT 7TH AND 8TH STREETS**



AMTI - SUNBELT LLP
ENGINEERING • PLANNING • SURVEYING

720 SUSANNA WAY
HENDERSON, NV. 89015

PHONE
FAX

(702) 242-9908
(702) 242-9915

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Wright Engineers on behalf of Becker Equities, owner (southeast corner of Centennial Parkway and Durango Drive) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Landscaping at the southeast corner of Centennial Parkway and Durango Drive and an approximate 5-foot wide area of landscaping on the east side of Durango Drive extending southward from Centennial Parkway for approximately 280-feet consisting of landscaping to meet Town Center landscaping requirements for a proposed convenience store. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (southeast corner of Centennial Parkway and Durango Drive)
2. Copy of Encroachment Exhibit "B" (Durango Drive cross section)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

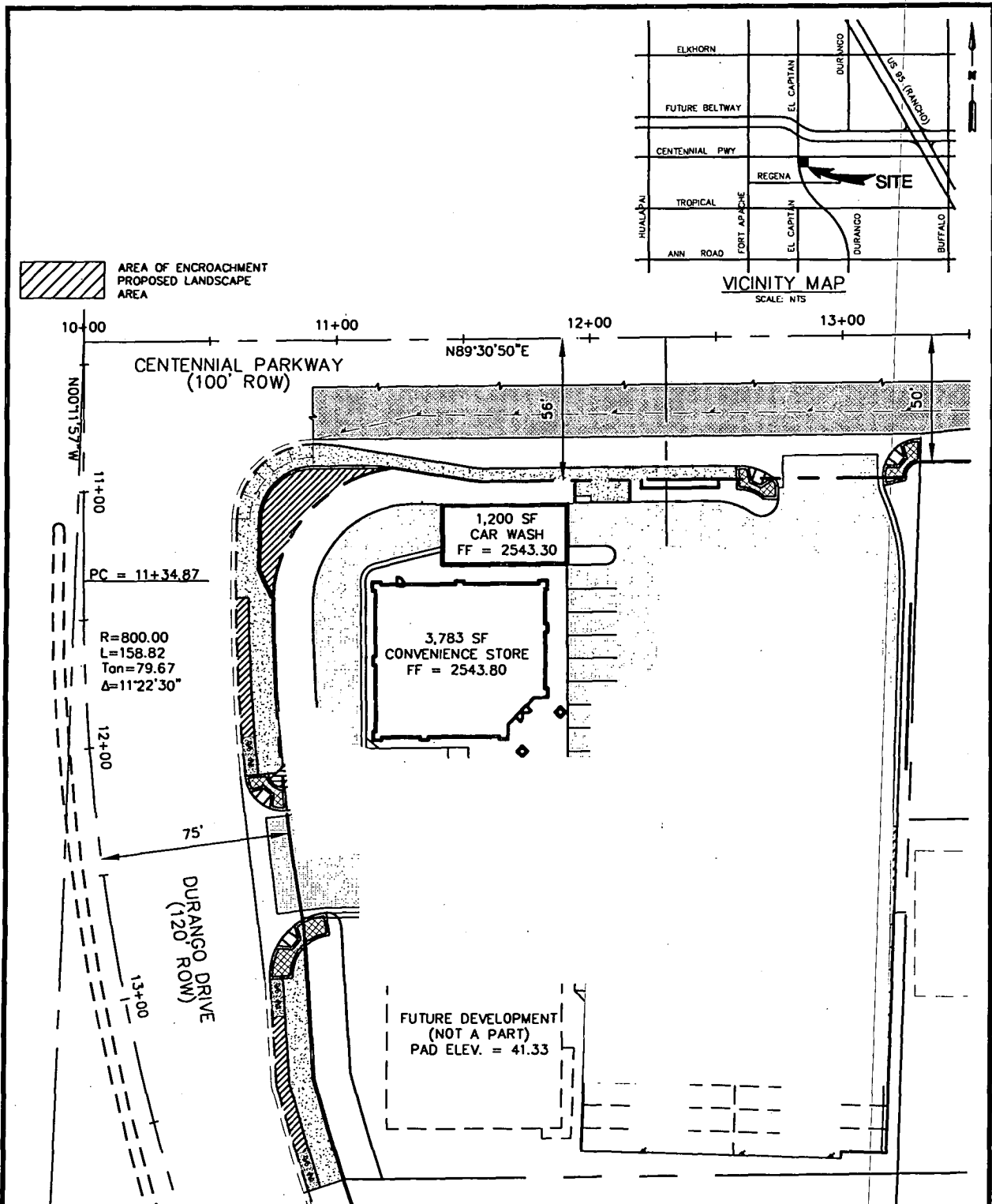


EXHIBIT "A"

CENTENNIAL PARKWAY & EL CAPITAN
CONVENIENCE STORE/CAR WASH
ENCROACHMENT EXHIBIT



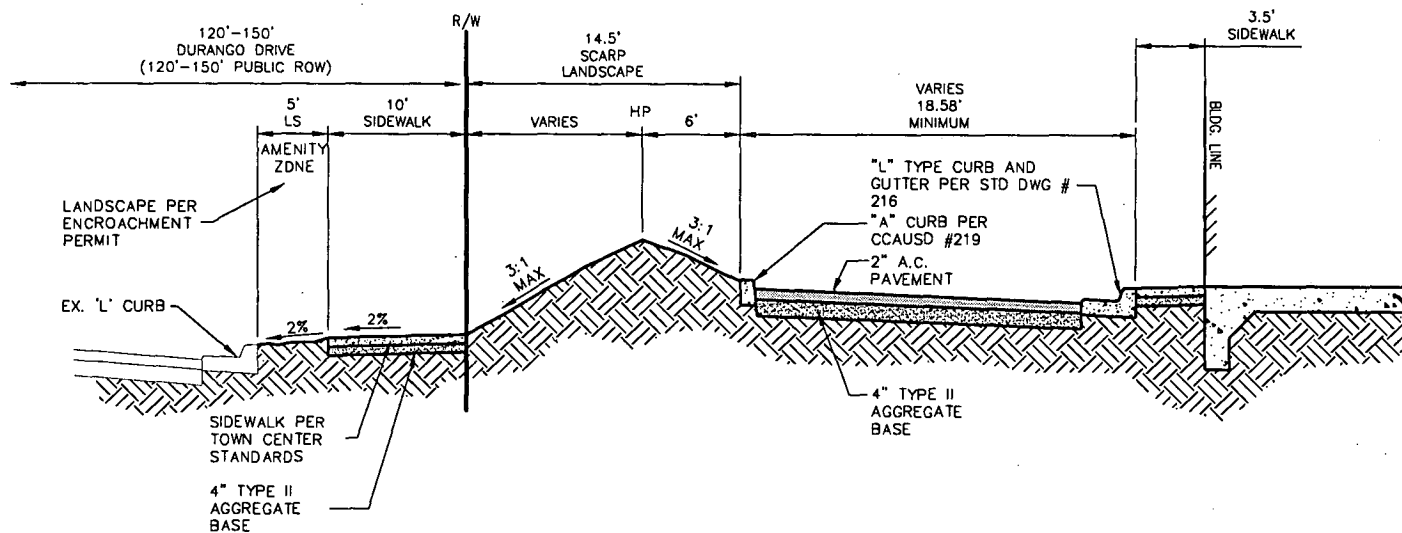
WRIGHT ENGINEERS

7425 PEAK DRIVE
LAS VEGAS, NEVADA 89128
TEL (702) 933-7000 FAX (702) 933-7001

JOB NUMBER: CH2220601
DRAWN BY: DO DATED: 9/24/04

PAGE 1 OF 2

W:\cn2220601\dwg\exhibits\encroachment.dwg



DURANGO DRIVE (120' ROW)
NTS

EXHIBIT "B" CENTENNIAL PARKWAY & EL CAPITAN CONVENIENCE STORE/CAR WASH ENCROACHMENT EXHIBIT	WRIGHT ENGINEERS 7425 PEAK DRIVE LAS VEGAS, NEVADA 89128 TEL (702) 933-7000 FAX (702) 933-7001 JOB NUMBER: CN220601 DRAWN BY: DD DATED: 9/24/04	WRIGHT ENGINEERS 7425 PEAK DRIVE LAS VEGAS, NEVADA 89128 TEL (702) 933-7000 FAX (702) 933-7001 JOB NUMBER: CN220601 DRAWN BY: DD DATED: 9/24/04	WRIGHT ENGINEERS 7425 PEAK DRIVE LAS VEGAS, NEVADA 89128 TEL (702) 933-7000 FAX (702) 933-7001 JOB NUMBER: CN220601 DRAWN BY: DD DATED: 9/24/04
	PAGE 2 OF 2		

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Nevada Homes Group on behalf of Day Star Ventures, LLC, owner (southwest corner of Deer Springs Way and Fort Apache Road) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for a 5-foot wide strip of landscaping on the south side of Deer Springs Way extending westward from Fort Apache Road, on the west side of Fort Apache Road between Deer Springs Way and Bath Drive and also on the north side of Bath Drive extending westward from Fort Apache Road, consisting of landscaping to meet Town Center landscaping requirements for the proposed Day Dawn Vista 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" (southwest corner of Deer Springs Way and Fort Apache Road)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

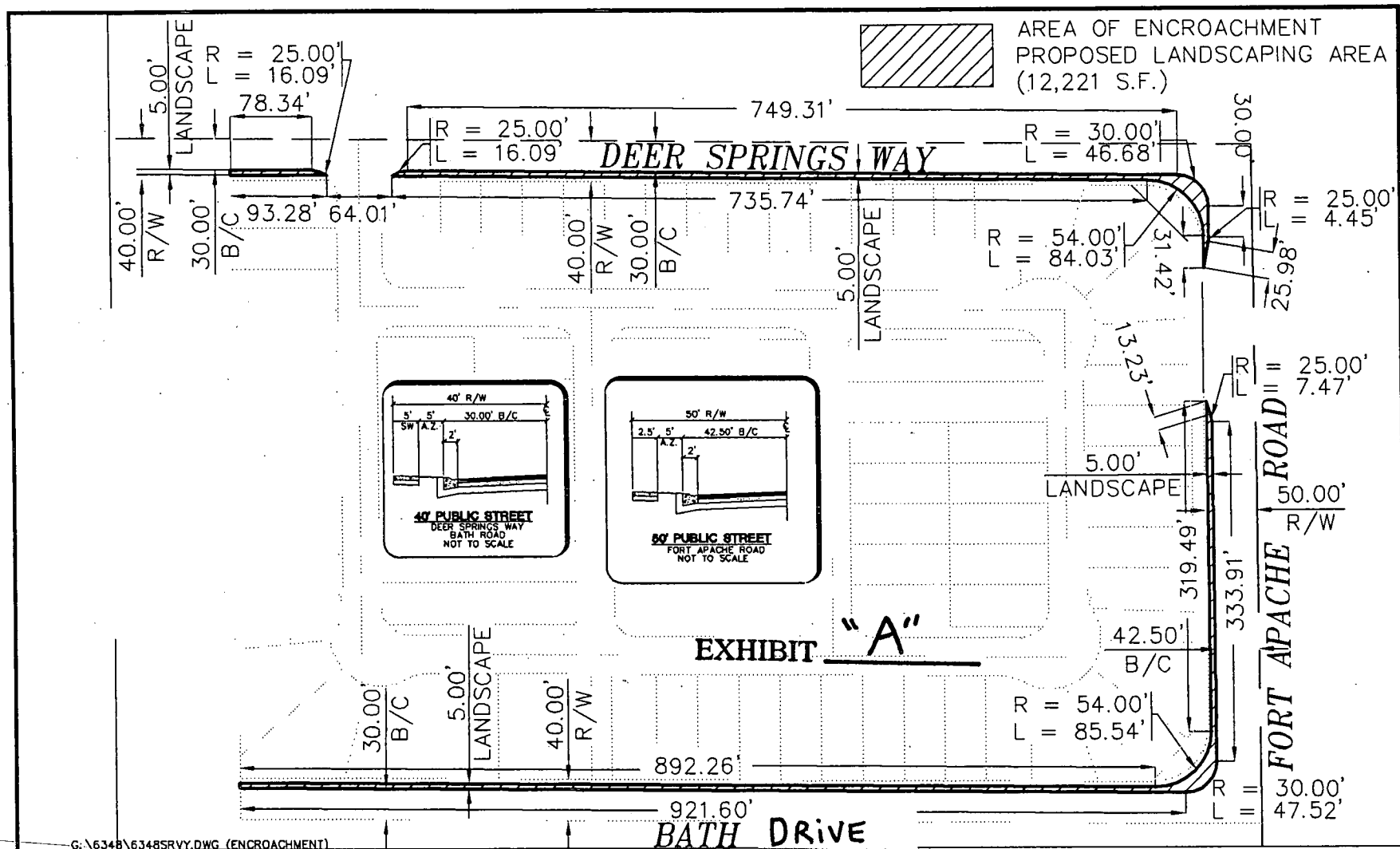
Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219



C:\6348\6348SRVY.DWG (ENCROACHMENT)



**EXHIBIT FOR ENCROACHMENT AGREEMENT
FORT APACHE ROAD, DEER SPRINGS WAY,
AND BATH DRIVE**

W.O.#: 6348
DATE: 10/14/04
BY: SP
SCALE: NONE
SHEET 1 OF 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from The WLB Group on behalf of F & F Horizons Associates, LLC, owner (northwest corner of Durango Drive and Charleston Boulevard) - Ward 2 (Wolfson)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

An approximate 5-foot to 15-foot wide area of landscaping on the west side of Durango Drive extending northward from Charleston Boulevard for approximately 607-feet and an approximate 5-foot to 15-foot wide area of landscaping on the north side of Charleston Boulevard extending westward from Durango Drive for approximately 771-feet, consisting of trees, shrubs, ground cover and an irrigation system for the Horizon at Peccole Ranch landscaping renovation. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (northwest corner of Durango Drive and Charleston Boulevard)
2. Copy of Encroachment Exhibit "B" (area bound by Durango Drive, Charleston Boulevard and Merialdo Lane)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

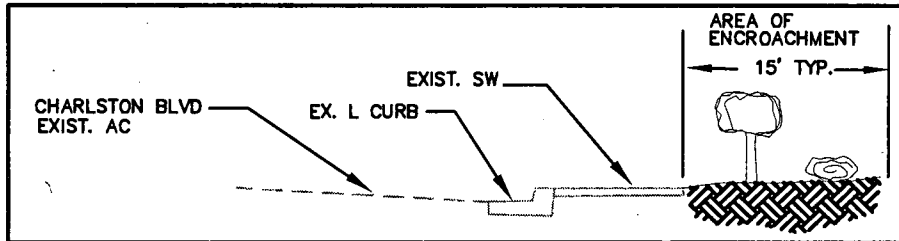
(9:23 - 9:24/9:42)

1-611/1-1219

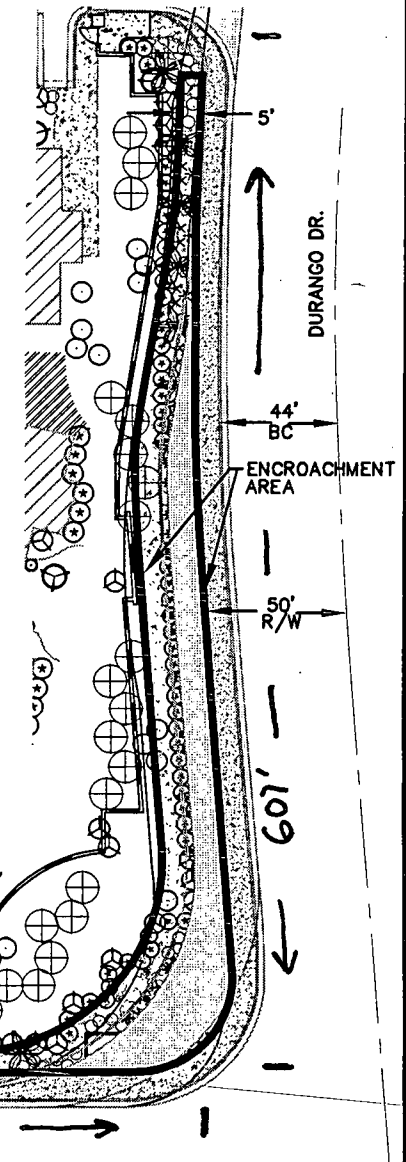
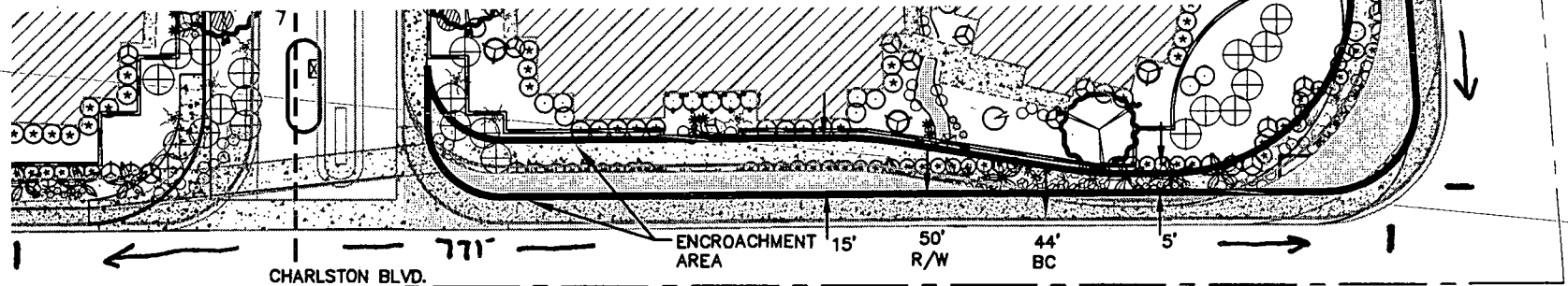
LANDSCAPE ENCROACHMENT EXHIBIT

EXHIBIT "A"

VICINITY MAP



TYP. SECTION
(NO SCALE)



APN 138-32-801-001 SE 1/4, SEC 32, T20S, R60E MDM
 ADDITIONAL RIGHT-OF-WAY DEDICATION AT NORTHWEST
 CORNER OF CHARLESTON BLVD & DURANGO DR

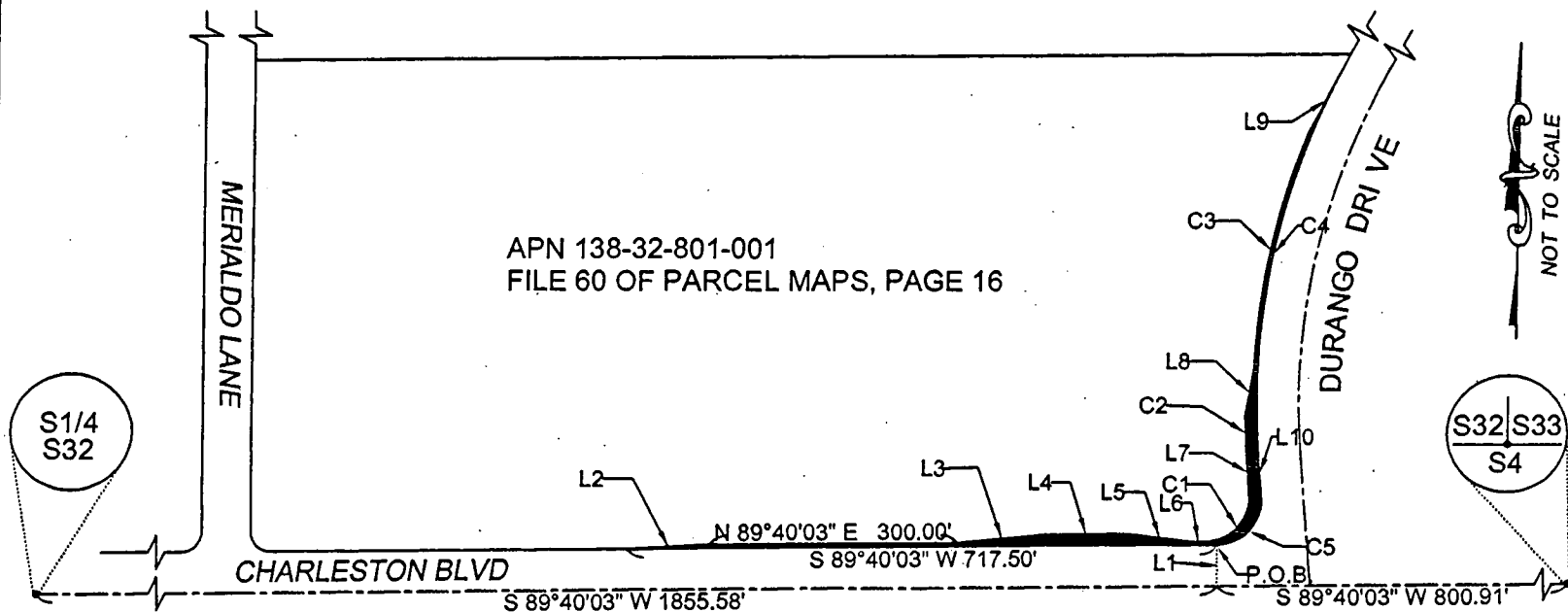


EXHIBIT "B"

LINE TABLE

LINE #	BEARING	LENGTH
L 1	N00°19'57"W	50.00'
L 2	N86°47'27"E	99.63'
L 3	N84°22'39"E	108.46'
L 4	N89°40'03"E	100.00'
L 5	S83°14'39"E	81.04'
L 6	N89°40'03"E	14.20'
L 7	N04°14'20"W	57.62'
L 8	N09°52'01"E	60.00'
L 9	N27°10'01"E	90.67'
L 10	S04°41'20"E	63.66'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C 1	54.00'	93°54'23"	66.50'
C 2	915.00'	02°39'14"	42.38'
C 3	905.00'	18°59'42"	300.03'
C 4	900.00'	31°07'26"	488.90'
C 5	54.00'	93°54'23"	88.50'

BASIS OF BEARINGS: FILE 60 OF PARCEL MAPS, PAGE 16 (1989, CLARK COUNTY, NEVADA)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Great American Homes on behalf of Uninvest I, LLC, owner (northeast corner of Cheyenne Avenue and Hualapai Way) - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping at the northeast corner of Cheyenne Avenue and Hualapai Way, consisting of desert landscaping and an irrigation system for the proposed Cheyenne and Hualapai Business Center. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (northeast corner of Cheyenne Avenue and Hualapai Way)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

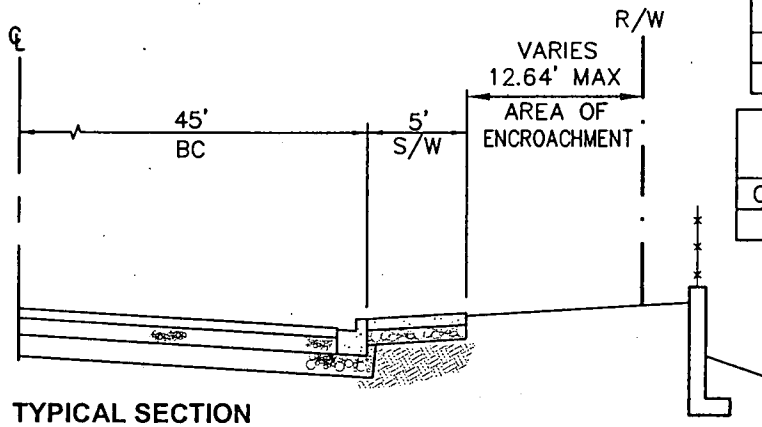
MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

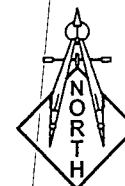
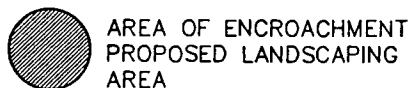
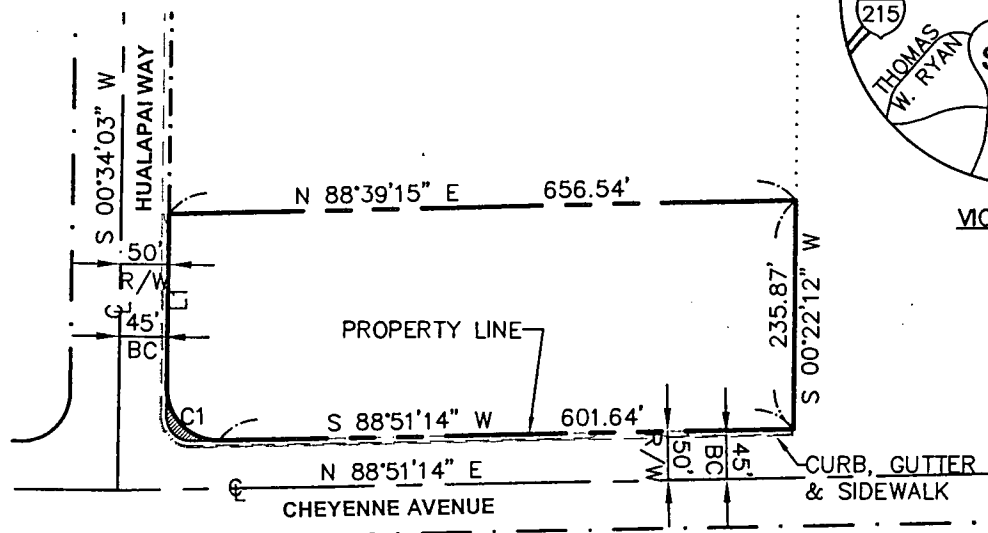
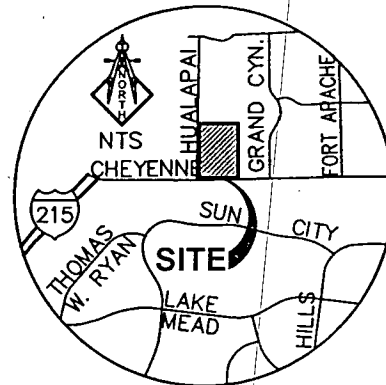
1-611/1-1219

APN: 138-07-401-003



LINE TABLE		
LINE	LENGTH	BEARING
L1	177.97	N00°34'03"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	86.44	54.00	91°42'49"



SCALE: 1" = 200'

LEGEND	FOUND MONUMENTATION	FILE NAME:	C-7173-Encroachment Esmt.dwg
CENTER LINE	---	SECTION LINE	---
ROW LINE	---	PROPERTY LINE	---
EASEMENT LINE	---	ADJACENT PROPERTY LINE	---

DRAWN BY: J.L.C.	SCALE: 1" = 200'	ENCROACHMENT EXHIBIT "A"	PROJECT No.: 7173
CHECKED BY: G.M.M.	DATE: 10/12/04		SHEET No. C1
LOCHSA ENGINEERING 6345 SOUTH JONES BLVD. SUITE 100 LAS VEGAS, NV 89118 P: 702 365-9312, F: 702 365-9317		CHEYENNE & HUALAPAI BUSINESS CENTER	SHEET 1 OF 1

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Third Street Promenade, LLC, owner (northwest corner of Third Street and Ogden Avenue) - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for a 50-foot long canopy that will be attached to the building and will protrude approximately 8-feet into public airspace above the sidewalk on the west side of Third Street for the proposed Hogs & Heifers pub. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (Third Street)
2. Copy of Encroachment Exhibit "B" (vicinity map)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

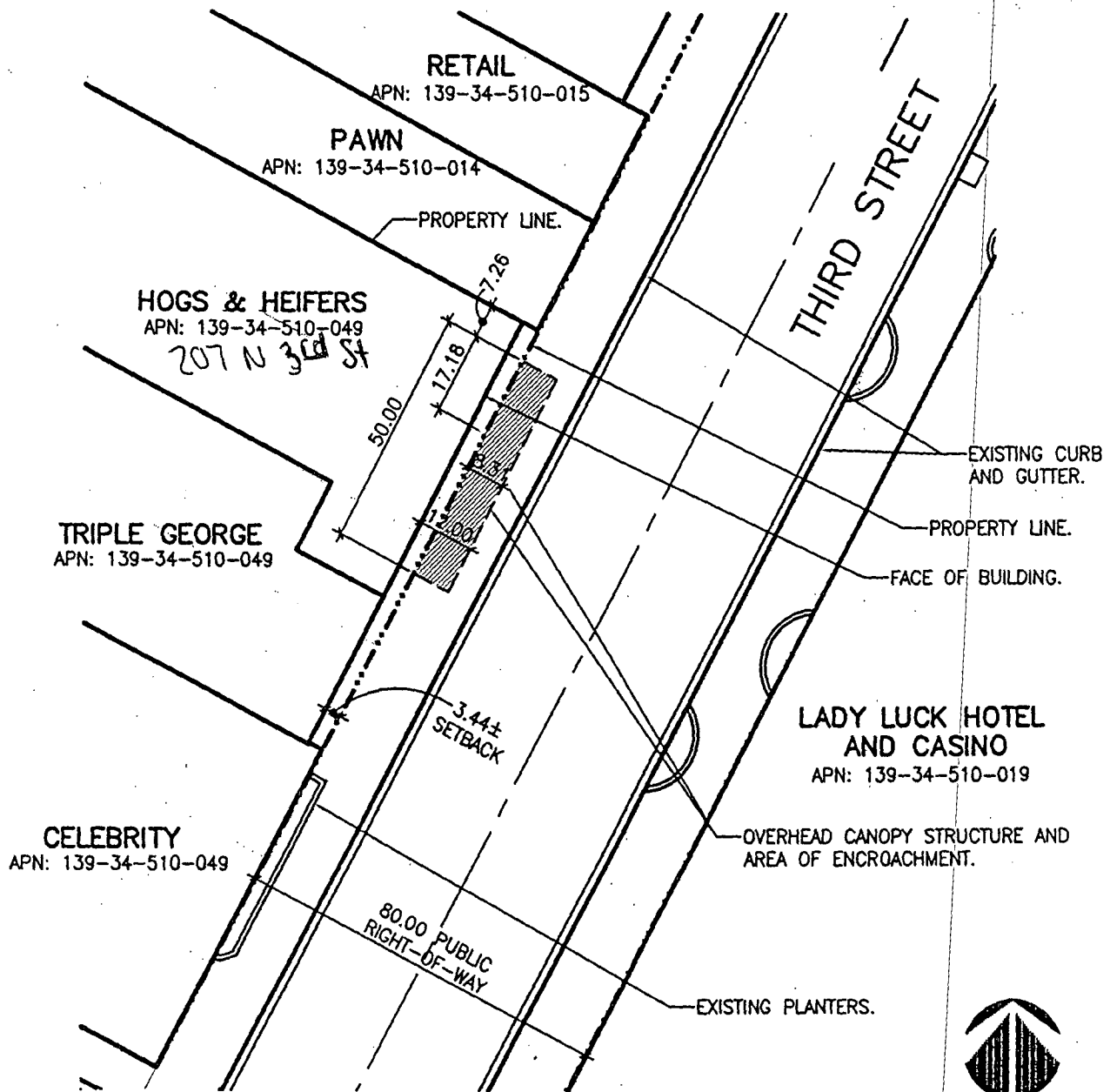
Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219



1 ENCROACHMENT EXHIBIT "A"

SCALE: 1" = 30'-0"

THIRD STREET PROMENADE
 HOGS & HEIFERS FACADE
 TRIPLE GEORGE FACADE



EXHIBIT "B"

139-34-510-049

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf of PN II, Incorporated, owner (Sky Pointe Drive south of Dorrell Lane) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping on the east and west sides of Sky Pointe Drive adjacent to the property and on the median in Sky Pointe Drive also adjacent to the property, landscaping on the west side of Cimarron Road south of Dorrell Lane, consisting of landscaping that will meet Town Center landscaping requirements for the proposed Sky Pointe Condominiums. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (Sky Pointe Drive)
2. Copy of Encroachment Exhibit "B" (Cimarron Road)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

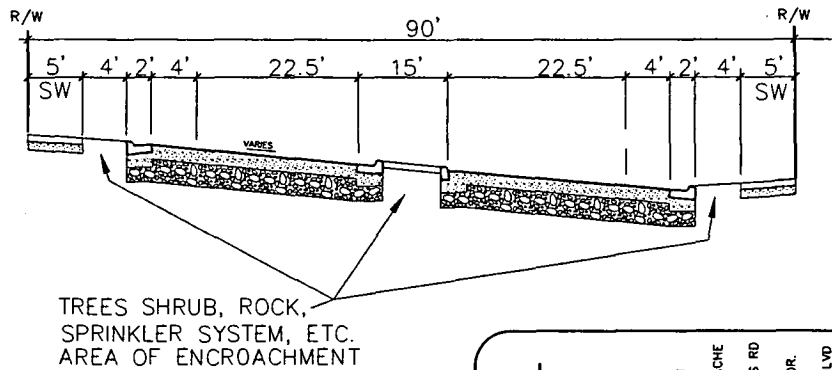
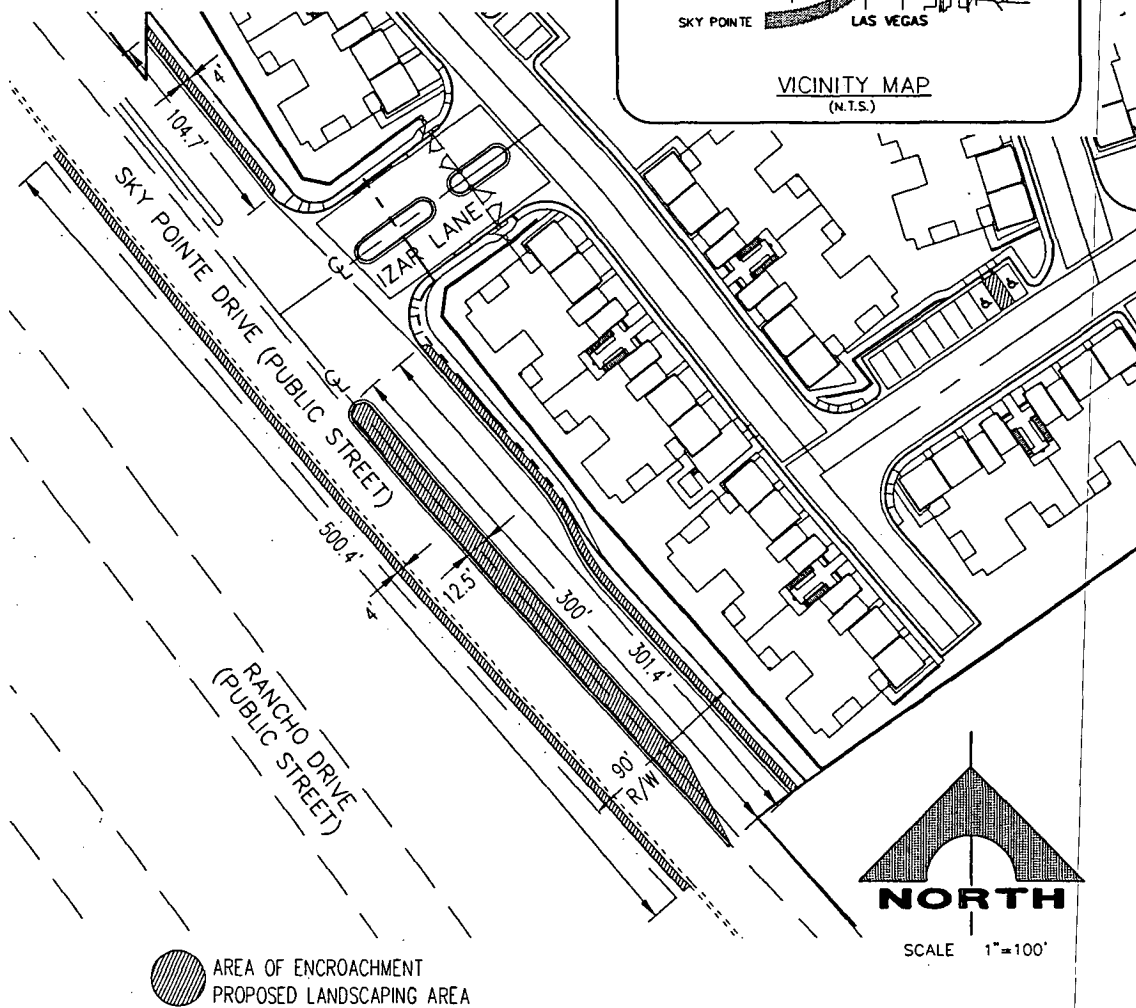
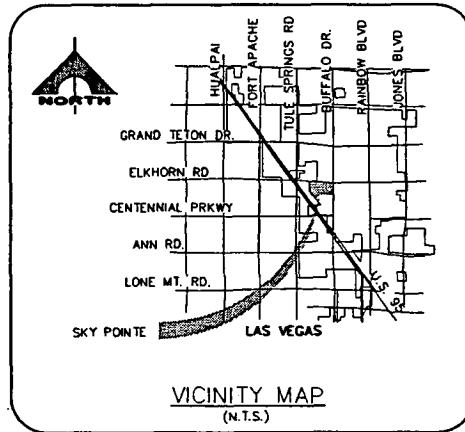


EXHIBIT "A"



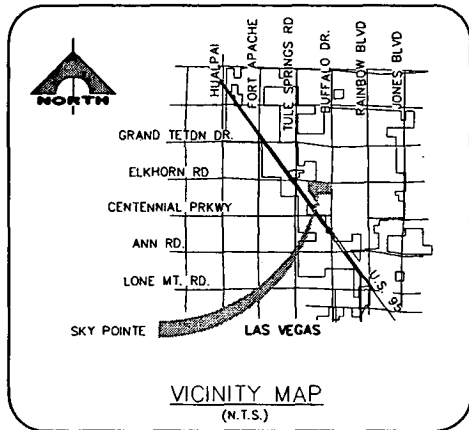
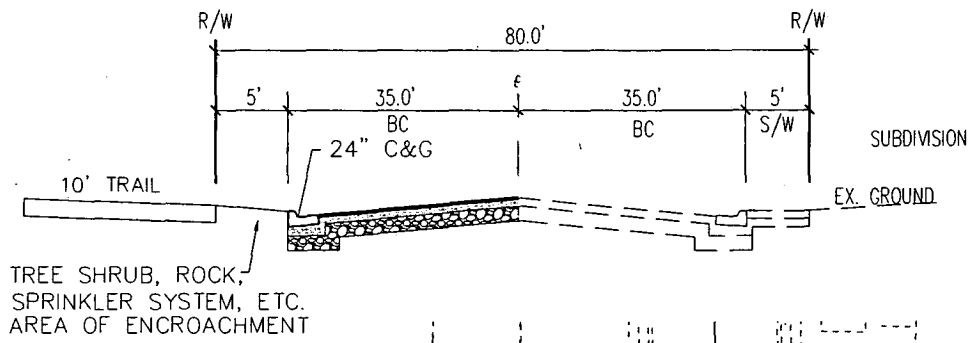
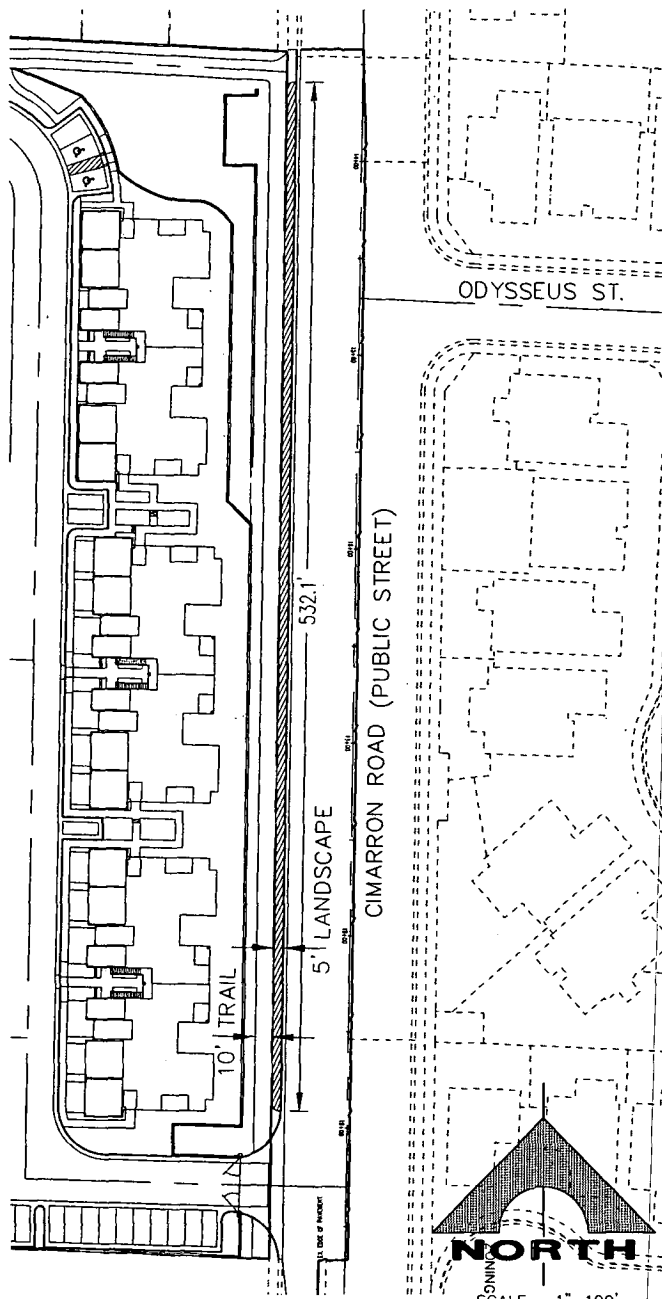


EXHIBIT "B"



AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from JD Charleston, Limited Partnership, owner (southwest corner of Charleston Boulevard and Martin L. King Boulevard) - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping at the southwest corner of Charleston Boulevard and Martin L. King Boulevard, consisting of trees, shrubs, ground cover and an irrigation system for the proposed Charleston Corners Retail Center. 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" (southwest corner of Charleston Boulevard and Martin L. King Boulevard)

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

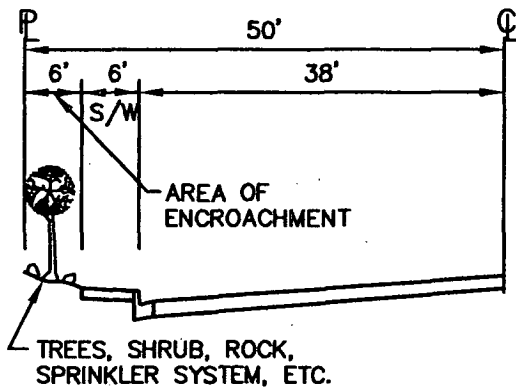
MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

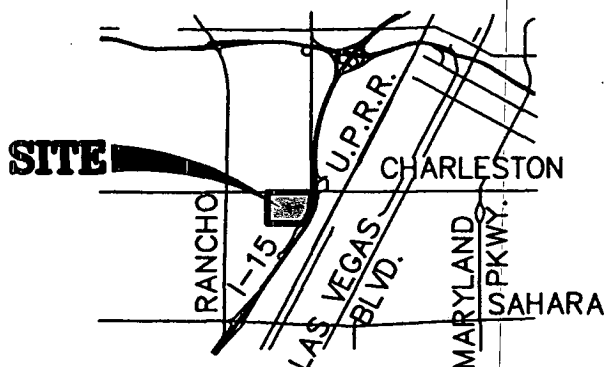
1-611/1-1219

EXHIBIT "A"



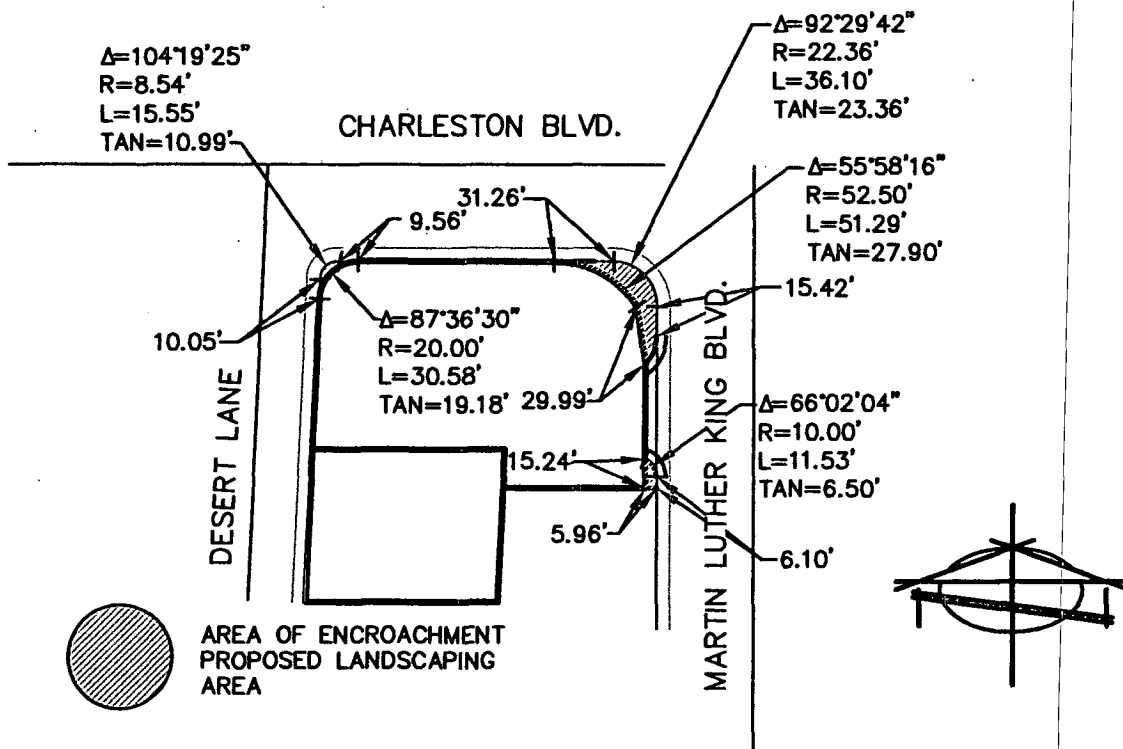
TYP SECTION

NOT TO SCALE



VICINITY MAP

NOT TO SCALE



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to grant Mission Industries located at 1001 S. 1st Street, 695 sewer connection credits to be transferred to a new location - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Mission Industries may want to relocate because of a potential land use change at their existing location. One factor in relocating is paying new sewer connection fees. Typically connection fees do not transfer from one property to another. If approved Mission Industries would be able to transfer 695 connection credits. There should be no ability for Mission Industries to sell, apportion, gift or transfer them to another party. If based upon flow, any portion of the credits that are not used within five years, no longer exist. The value of the credits amount to \$1,000,800.

RECOMMENDATION:

Grant Mission Industries up to 695 sewer connection credits to be used at a new location subject to stated conditions.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-165-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Acquisition, construction and installation of street, water, sanitary sewer, storm sewer, curb and gutter project. Parcel is located in Hills Center Business Park Phase II.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-165-2004

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - **UNANIMOUS** with **WOLFSON** not voting and **MACK** abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

RESOLUTION NO. R-165-2004

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 404 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THERE AGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (the "City" herein), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of said State; and

WHEREAS, by Ordinance No. 3466 that was passed, adopted and approved by the City Council of the City (the "City Council" herein) on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3475 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)" (the "District" herein) for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), and defraying the entire cost and expense thereof by special assessments against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS"); and

WHEREAS, by Ordinance No. 3467 that was duly passed, adopted and approved by the City Council on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3476 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990; the City Council assessed all of the costs and expenses of acquiring,

constructing and installing the Project against the assessable lots and parcels of property in the District that were benefited by the Project; and

WHEREAS, NRS 271.425 provides that if any lot or parcel of property within a special improvement district which has been created by a municipality in said State is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all such installments, the governing body of such municipality may require the municipal treasurer to apportion the uncollected amount of such special assessment among the several parts into which such lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property that is identified by Clark County, Nevada, County Assessor's parcel number as Parcel 138-19-721-008, (the "Parcel" herein) and is situate within the District, has been divided after the special assessments were levied and divided into installments, and not all of those installments have been collected or apportioned among other lots and parcels that may have been created out of said Parcel after the assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (the "City Treasurer" herein) to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the Parcel among the several parts into which the Parcel has been divided;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 17th day of November, 2004, as follows:

SECTION 1. That the City Treasurer be, and he is hereby authorized, empowered and directed to apportion, on an equitable basis, the uncollected and heretofore unapportioned amount of the special assessments that were heretofore, by virtue of the adoption by the City Council of said Ordinance Nos. 3467 and 3476, levied upon the Parcel among the several parts into which the Parcel has been divided.

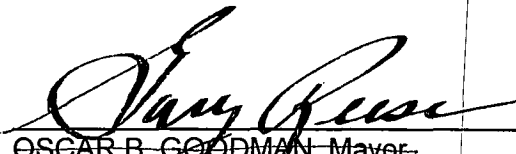
SECTION 2. That the City Treasurer be, and he is hereby further authorized,

empowered and directed to prepare, submit and file with the City Clerk of the City (the "City Clerk" herein) a report of the apportionment that is required by Section 1 of this Resolution.

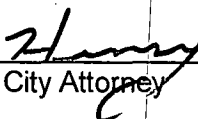
SECTION 3. That the City Clerk be, and she is hereby authorized, empowered and directed to furnish a copy of this Resolution to the City Treasurer.

SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

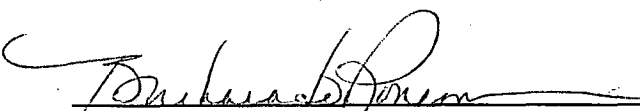
PASSED, ADOPTED AND APPROVED this 17th day of November, 2004.


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

Approved as to form:

4 NOV 04 W Z 
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-166-2004 - Approval of a Resolution approving the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Acquisition, construction and installation of street, water, sanitary sewer, storm sewer, curb and gutter project. Parcel is located in Hills Center Business Park Phase II.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-166-2004

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

RESOLUTION NO. R-166-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 404 (SUMMERLIN AREA); APPROVING THE FORTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and the "City", respectively, herein) in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to and in the creation of "City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)" (the "District" herein), for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), and of defraying the entire cost and expense thereof by special assessments against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provision of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (the "City Treasurer" herein) to apportion, upon an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon that certain lot or parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 138-19-721-008 (the "Parcel" herein) among the several parts into which the Parcel has been divided or amended and to prepare, submit and file with the City Clerk of the City (the "City Clerk" herein) a report of such apportionment; and

WHEREAS, the City Treasurer, on the 17th day of November 2004, filed with the City Clerk a copy of his report of such apportionment that is entitled "Forty-Seventh Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed said Report and has found the same, in all respects, to be satisfactory;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof, held on this 17th day of November 2004, as follows:

SECTION 1. That the certain document entitled "Forty-Seventh Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby approved and adopted as and for the City's plan for the apportionment of the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon the Parcel among the several parts into which said Parcel has been divided.

SECTION 2. That the City Clerk is hereby authorized, empowered and directed to record in the Office of the County Recorder of Clark County, Nevada, a copy of said Report, together with a statement that the current payment status of any of the assessments that are shown thereon may be obtained from the City Treasurer.

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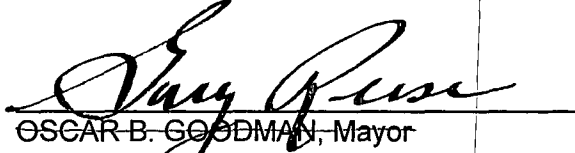
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SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they are hereby repealed.

PASSED, ADOPTED AND APPROVED this 17th day of November, 2004.


OSCAR B. GOODMAN, Mayor

Gary Reese, Mayor Pro-Tem

Approved as to form:

4 NOV 04 W Henry
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

APN: 138-19-721-008

City of Las Vegas, Nevada
Special Improvement District No. 404
(Summerlin Area)

FORTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT
November 17, 2004

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2004 NOV 17 P 2:56

FORTY-SEVENTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against that certain parcel of property identified by the County Assessor's parcel number as Parcel 138-19-721-008 in the original amount of \$64,612.65 is hereby further decreased by apportioning the assessment among the parcels that have been created out of the said parcel, as follows:

OWNER/DEVELOPER	APN	LEGAL DESCRIPTION	AREA (SF)	PER PARCEL ASSESSMENT
Hills Center Business Park II, LLC	138-19-721-009	Remainder ¹	18,138	\$ 20,099.20
Aspen Hills Center, LLC	138-19-721-010	See document 20041008:03434	20,413	\$ 22,620.19
Duffy Family Trust	138-19-721-011	See document 20040915:03498	19,757	\$ 21,893.26
TOTAL				\$ 64,612.65

¹ A part of Lot 1 of Hills Center Business Park Phase II as shown in Book 108 of Plats, Page 14 recorded in the office of the County Recorder, Clark County, Nevada as shown on Attachment A, excepting therefrom:

Survey Area shown on Record of Survey File 140, Page 86 recorded in the office of the County Recorder, Clark County, Nevada, and

Survey Area shown on Record of Survey File 141, Page 62 recorded in the office of the County Recorder, Clark County, Nevada.

DATED this 17th day of November, 2004

Respectfully submitted,



MICHAEL K. OLSON, City Treasurer

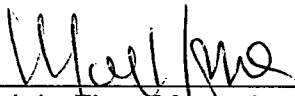
THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

APN: 138-19-721-009

I concur with the foregoing Forty-seventh Apportionment Report.

HILLS CENTER BUSINESS PARK II, a Nevada limited liability company

BY: TRIAD DEVELOPMENT, L.L.C., a Nevada limited liability company, MANAGER



Mark L. Fine, Managing Member Date

APN: 138-19-721-010

I concur with the foregoing Forty-seventh Apportionment Report.

ASPEN HILLS CENTER, L.L.C., a Nevada limited liability company

//NOT AVAILABLE//

Howard S. Cohen, Manager

Date

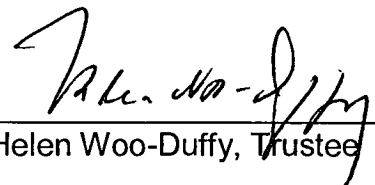
APN: 138-19-721-011

I concur with the foregoing Forty-seventh Apportionment Report.

DUFFY FAMILY TRUST



Sean Duffy, Trustee 11/12/04
Date



Helen Woo-Duffy, Trustee 11/12/04
Date

This map is for assessment use only and does NOT represent a survey.
No liability is assumed for the accuracy of the data delineated herein.
Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.
This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.
USE THIS SCALE (FEET) WHEN MAP REDUCED FROM 11x17 ORIGINAL

0 50 100 200 300 400 500 600 700 800

NOTES

MAP LEGEND

AVERAGE
DA VALUE
22

ASSESSOR'S PARCELS - CLARK CO., NV.
M. W. Schofield, Assessor

PARCEL BOUNDARY 001
SUBD BOUNDARY 202
ROAD EASEMENT PB 23-45
PM/LD BOUNDARY 5
NON-PARCEL LOT LINE 5
MATCH LINE / LEADER LINE 5
ROAD ID NUMBER GL5

PARCEL NUMBER
ACREAGE
PARCEL SUB/SEQ NUMBER
PLAT RECORDING NUMBER
BLOCK NUMBER
LOT NUMBER
GOV. LOT NUMBER

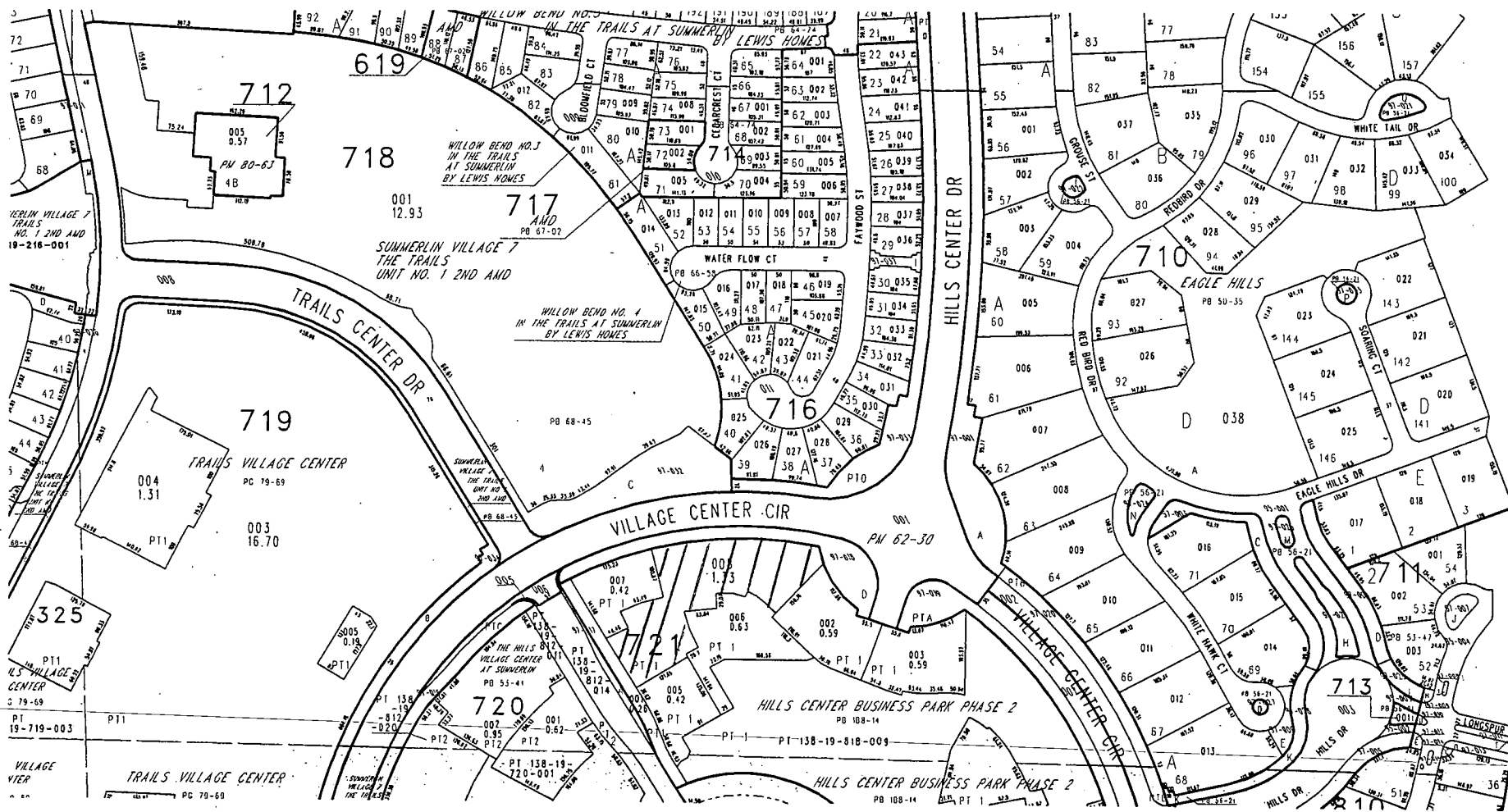
BOOK T20S R60E
R59E R60E R61E
126 125 124
137 138 139
164 163 162
Scale: 1"=200'

SHEET 19
6 5 4 3 2 1
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

SECTION N 2 SE 4
8 4 8 4
5 1 5 1
6 2 6 2
7 3 7 3
8 4 8 4
5 1 5 1

138-19-7

Rev: 08/04/04



TAX DIST 200

"Attachment A"

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-167-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Acquisition, construction and installation of street, water, sanitary sewer, storm sewer, curb and gutter project. Parcel is located in Hills Center Business Park Phase II.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-167-2004

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

RESOLUTION NO. R-167-2004

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 404 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THERE AGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (the "City" herein), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of said State; and

WHEREAS, by Ordinance No. 3466 that was passed, adopted and approved by the City Council of the City (the "City Council" herein) on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3475 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)" (the "District" herein) for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), and defraying the entire cost and expense thereof by special assessments against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS"); and

WHEREAS, by Ordinance No. 3467 that was duly passed, adopted and approved by the City Council on the 15th day of November, 1989, as said Ordinance was amended by Ordinance No. 3476 that was passed, adopted and approved by the City Council on the 3rd day of January, 1990, the City Council assessed all of the costs and expenses of acquiring,

constructing and installing the Project against the assessable lots and parcels of property in the District that were benefited by the Project; and

WHEREAS, NRS 271.425 provides that if any lot or parcel of property within a special improvement district which has been created by a municipality in said State is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all such installments, the governing body of such municipality may require the municipal treasurer to apportion the uncollected amount of such special assessment among the several parts into which such lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property that is identified by Clark County, Nevada, County Assessor's parcel number as Parcel 138-19-818-009, (the "Parcel" herein) and is situate within the District, has been divided after the special assessments were levied and divided into installments, and not all of those installments have been collected or apportioned among other lots and parcels that may have been created out of said Parcel after the assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (the "City Treasurer" herein) to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the Parcel among the several parts into which the Parcel has been divided;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 17th day of November, 2004, as follows:

SECTION 1. That the City Treasurer be, and he is hereby authorized, empowered and directed to apportion, on an equitable basis, the uncollected and heretofore unapportioned amount of the special assessments that were heretofore, by virtue of the adoption by the City Council of said Ordinance Nos. 3467 and 3476, levied upon the Parcel among the several parts into which the Parcel has been divided.

SECTION 2. That the City Treasurer be, and he is hereby further authorized,

empowered and directed to prepare, submit and file with the City Clerk of the City (the "City Clerk" herein) a report of the apportionment that is required by Section 1 of this Resolution.

SECTION 3. That the City Clerk be, and she is hereby authorized, empowered and directed to furnish a copy of this Resolution to the City Treasurer.

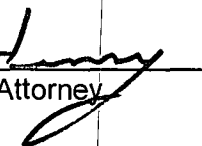
SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 17th day of November, 2004.



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

Approved as to form:

4 NOV 04 W Z 

Date Deputy City Attorney

ATTEST:



BARBARA JO RONEMUS, City Clerk

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-168-2004 - Approval of a Resolution approving the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Acquisition, construction and installation of street, water, sanitary sewer, storm sewer, curb and gutter project. Parcel is located in Hills Center Business Park Phase II.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-168-2004

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

RESOLUTION NO. R-168-2004

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 404 (SUMMERLIN AREA); APPROVING THE FORTY-EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and the "City", respectively, herein) in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to and in the creation of "City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)" (the "District" herein), for the purposes of providing for the acquisition, construction and installation of a street, water, sanitary sewer, storm sewer, curb and gutter project (the "Project" herein), and of defraying the entire cost and expense thereof by special assessments against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provision of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (the "City Treasurer" herein) to apportion, upon an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon that certain lot or parcel of property that is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 138-19-818-009 (the "Parcel" herein) among the several parts into which the Parcel has been divided or amended and to prepare, submit and file with the City Clerk of the City (the "City Clerk" herein) a report of such apportionment; and

WHEREAS, the City Treasurer, on the 17th day of November 2004, filed with the City Clerk a copy of his report of such apportionment that is entitled "Forty-Eighth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)"; and

WHEREAS, the City Council has reviewed said Report and has found the same, in all respects, to be satisfactory;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof, held on this 17th day of November 2004, as follows:

SECTION 1. That the certain document entitled "Forty-Eighth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 404 (Summerlin Area)", a copy of which is attached as Exhibit "A" hereto, is hereby approved and adopted as and for the City's plan for the apportionment of the uncollected and heretofore unapportioned amounts of the special assessments that were heretofore levied upon the Parcel among the several parts into which said Parcel has been divided.

SECTION 2. That the City Clerk is hereby authorized, empowered and directed to record in the Office of the County Recorder of Clark County, Nevada, a copy of said Report, together with a statement that the current payment status of any of the assessments that are shown thereon may be obtained from the City Treasurer.

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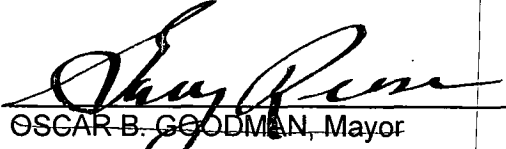
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SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they are hereby repealed.

PASSED, ADOPTED AND APPROVED this 17th day of November, 2004.


OSCAR B. GOODMAN, Mayor

Gary Reese, Mayor Pro-Tem
Approved as to form:

4 NOV 04 W Henry
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

APN: 138-19-818-009

City of Las Vegas, Nevada
Special Improvement District No. 404
(Summerlin Area)

FORTY-EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT
November 17, 2004

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2004 NOV 17 P 2:56

FORTY-EIGHTH ASSESSMENT LIEN APPORTIONMENT REPORT

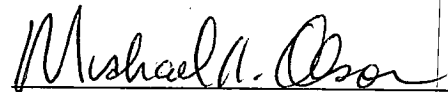
The assessment that has heretofore been levied against that certain parcel of property identified by the County Assessor's parcel number as Parcel 138-19-818-009 in the original amount of \$263,383.97 is hereby further decreased by apportioning the assessment among the parcels that have been created out of the said parcel, as follows:

OWNER/DEVELOPER	APN	LEGAL DESCRIPTION	AREA (SF)	PER PARCEL ASSESSMENT (ORIGINAL AMOUNT)	
Erik Scott	138-19-721-012	See document 20040820:03727	27,223	\$	30,166.53
Jerome & Bernice Solan	138-19-721-013	See document 20040920:03579	18,123	\$	20,082.58
Red Rock Properties Group, LLC	138-19-721-014	See document 20040930:04832	27,220	\$	30,163.21
Hills Center Business Park II, LLC	138-19-818-011	Remainder ¹	165,118	\$	182,971.65
			TOTAL	\$	263,383.97

¹ A part of Lot 1 of Hills Center Business Park Phase II as shown in Book 108 of Plats, Page 14 recorded in the office of the County Recorder, Clark County, Nevada as shown on Attachment A.

DATED this 17th day of November 2004

Respectfully submitted,



MICHAEL K. OLSON, City Treasurer

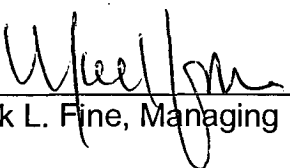
THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

APN: 138-19-818-011

I concur with the foregoing Forty-Eighth Apportionment Report.

HILLS CENTER BUSINESS PARK II, a Nevada limited liability company

BY: TRIAD DEVELOPMENT, L.L.C., a Nevada limited liability company, MANAGER



Mark L. Fine, Managing Member Date

APN: 138-19-721-012

I concur with the foregoing Forty-Eighth Apportionment Report.

//NOT AVAILABLE//

Erik Scott

Date

APN: 138-19-721-013

I concur with the foregoing Forty-Eighth Apportionment Report.

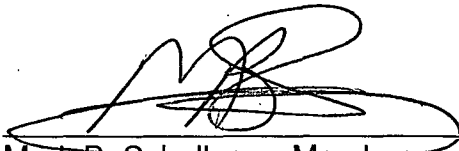

Jerome Solan Nov 1-04
Jerome Solan Date


Bernice Solan Nov 1-04
Bernice Solan Date

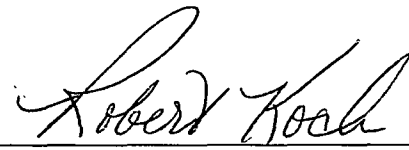
APN: 138-19-721-014

I concur with the foregoing Forty-Eighth Apportionment Report.

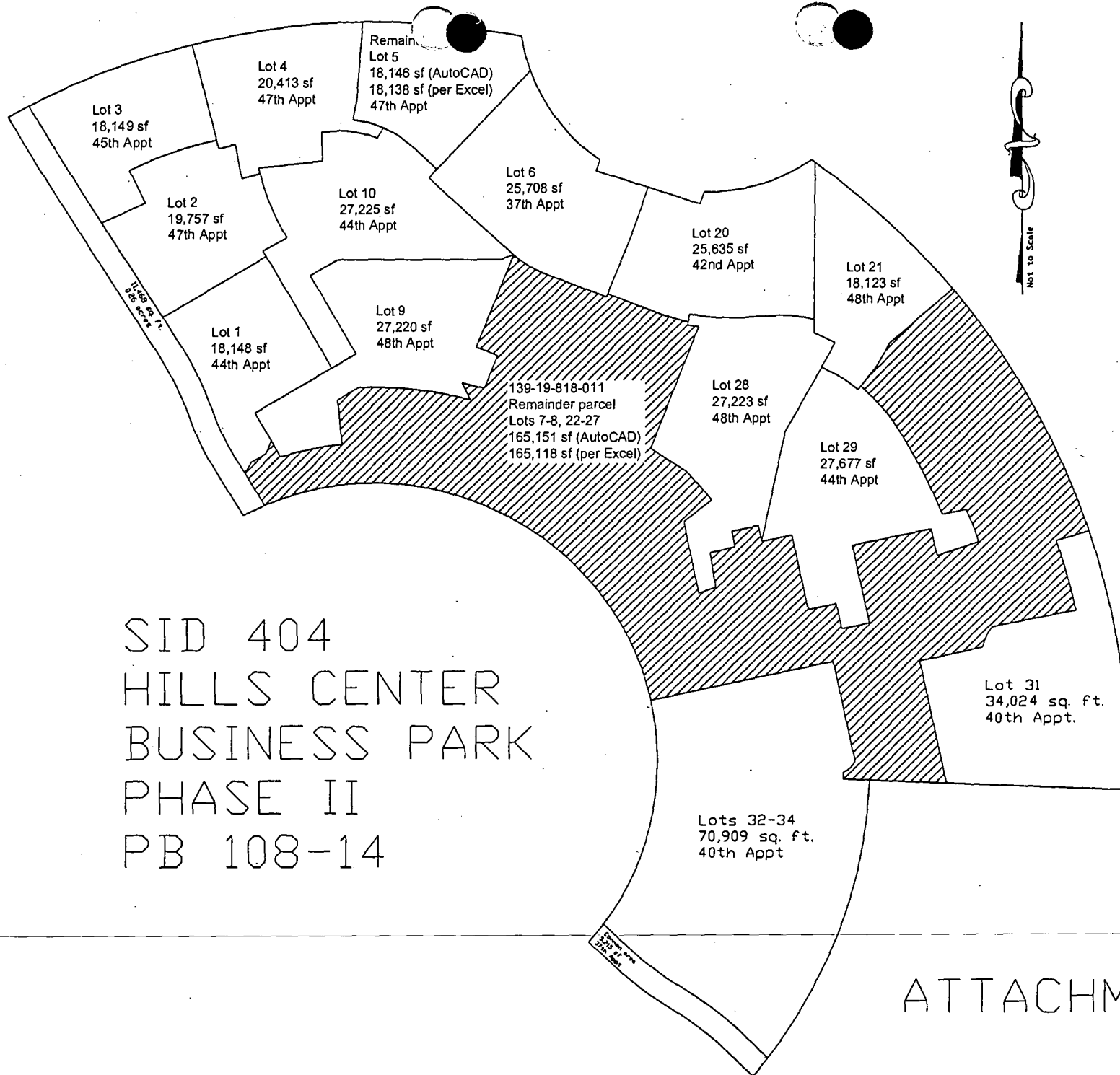
RED ROCK PROPERTIES GROUP, L.L.C., a Nevada limited liability company



Mark B. Schellerup, Member 10/24/04 Date



Robert Koch, Member 10/24/04 Date



SID 404
HILLS CENTER
BUSINESS PARK
PHASE II
PB 108-14

ATTACHMENT A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-169-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (\$177,528.56 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$177,528.56
☒ Budget Funds Available	Dept./Division:	Public Works/SID
☐ Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

This resolution directs the City Engineer and Engineering Integration Division to prepare the Final Assessment Roll for the installation of pavement, curb and gutter, sidewalks, driveway approaches, water laterals, sewer laterals, and streetlights.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-169-2004

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - **UNANIMOUS** with **WOLFSON** not voting and **MACK** abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

RESOLUTION NO. R-169-2004

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1478 – VEGAS DRIVE (RANCHO DRIVE TO I-15); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1478 – Vegas Drive (Rancho Drive to I-15) (hereinafter the "District") and ordered the acquisition of certain public improvements (hereinafter the "Project") within the District; and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) is \$13,729,500.00, of which \$13,551,971.44 is available from other sources and \$177,528.56 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
\$ 13,729,500.00	\$ 177,528.56	\$ 13,551,971.44

Section 3. The City Engineer (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the Engineering Integration Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

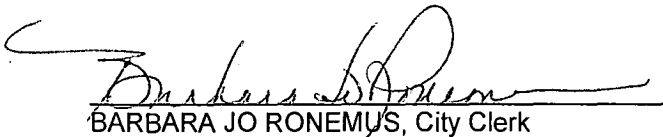
PASSED AND APPROVED on November 17, 2004.



OSCAR B. GOODMAN, Mayor

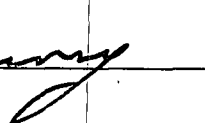
Gary Reese, Mayor Pro-Tem

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to Form:

4 NOV 04 W Z 

Date

Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on November 17, 2004.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Larry Brown Lawrence Weekly Michael Mack Janet Moncrief

Those Voting Nay:	NONE

Those Absent:	Steve Wolfson

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada
- (ii) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on November 17, 2004, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this November 17, 2004.

(SEAL)



BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)



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)

COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),

MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1), 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.

NOVEMBER 17, 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 - CHAPLAIN, COLONEL DAVID R. ROWBERRY, UNITED STATES AIR FORCE RESERVES
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF NATIONAL GEOGRAPHIC INFORMATION SYSTEMS DAY
- RECOGNITION OF PALO VERDE HIGH SCHOOL STATE TENNIS CHAMPIONS

BUSINESS ITEMS - MORNING

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

FINANCE & BUSINESS SERVICES - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of Change of Ownership and Business name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Vernor, Inc., dba Ozzie's, Paul M. Lampi, Dir, Pres, 50%, Jack N. Forbes, Dir, Secy, Treas, 50%, To: JPG Enterprises, Inc., dba Ozzies II, 5740 West Charleston Boulevard, Margaret L. Garcia, Dir, Pres, 45%, Gregory A. Qualls, Dir, Secy, Treas and Janet N. Kaai-Qualls, Dir, 55% jointly as husband and wife - Ward 1 (Moncrief)
5. Approval of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Hoosiers, Inc., dba Club 50, Wim Bosch, Dir, Pres, 50%, Paul M. Meyer, Dir, Secy, Treas, 50%, To: Yeti of Nevada, Inc., dba Maddy's, 865 North Lamb Boulevard, Suites 6, 7, 8 and 9, Shane R. Zack, Dir, Pres, 51%, Robert W. Ericksen, Dir, Secy, Treas, 49% - Ward 3 (Reese)
6. Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, Crest Lodge, Inc., dba Fong's Garden Cafe de Manila, 2021 East Charleston Boulevard, Lourdes S. Guevara, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
7. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 13 slots, Golden Route Operations, LLC, db at Olympic Garden, 1531 Las Vegas Boulevard South - Ward 3 (Reese)
8. Preapproval of the award of Bid No. 04.1730.05-LED, Anasazi Drive Overpass and Summerlin Parkway Interchange 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 - (Estimated amount \$8,000,000 - Road and Capital Projects Fund) - Ward 4 (Brown)
9. Approval of award of Contract No. 040351 for Multi-Functional Device Rental Services - Department of Information Technologies - Award recommended to: TOSHIBA BUSINESS SOLUTIONS (\$1,325,000 - Graphic Arts Internal Service Fund)
10. Preapproval of the award of Bid No. 04.1730.12-LED, I-15 Freeway Channel Project, Charleston Lateral Extension 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 - (Estimated amount \$5,000,000 - Road and Flood Capital Projects Fund) - Wards 1 and 5 (Moncrief and Weekly)
11. Approve the award of Bid No. 05.1730.05-LED, Severance Lane Diversion Sewer and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAB CONTRACTORS, INC. (\$185,000 - Sanitation Enterprise Fund) - Ward 6 (Mack)
12. Approve the award of Bid No. 050078-LED, Sprinkler and Riser Installation and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: CERTIFIED FIRE PROTECTION, INC. (\$126,896 - General Fund) - Ward 5 (Weekly)

FIRE & RESCUE - CONSENT

13. Approval of a Memorandum of Understanding between the City of Las Vegas and the American Red Cross for the transfer of Homeland Security Citizen Corps Program grant funds in the amount of \$37,096 for a Community Disaster Education Program and a Community Shelter Coordination Program - All Wards

NEIGHBORHOOD SERVICES - CONSENT

14. Approval of a Direct Loan Agreement expending \$41,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 216 Madison Avenue, Magdalene P. Denby, owner - Ward 5 (Weekly)
15. Approval of an Interlocal Agreement for shared funding of Regional Homeless Coordination and Inclement Weather Shelter - (\$131,920.00 - General Fund/Weather Shelter) - All Wards

PUBLIC WORKS - CONSENT

16. Approval of a Sewer Refunding Agreement between the City of Las Vegas and Cliff's Edge, Limited Liability Company to provide for an over-sized sewer in Tropical Parkway, Hualapai Way, Reiss Lane, Michelli Crest Way and Centennial Parkway (\$35,399.76 - Sanitation Fund) - Ward 6 (Mack)
17. Approval of Interlocal Contract 483 - Offsite Improvements adjacent to Regional Flood Control Detention Basin Projects Fiscal Year 2004 - 2005 between the City of Las Vegas, the Regional Transportation Commission (RTC), City of North Las Vegas, Clark County and the City of Henderson for engineering and construction (\$500,000 - Regional Transportation Commission) - All Wards
18. Approval of Supplemental No. 2 to Interlocal Contract 344b - Northern and Western Las Vegas Beltway between the City of Las Vegas, the City of North Las Vegas, Clark County and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$2,000,000 - Regional Transportation Commission) - Ward 6 (Mack)
19. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northwest Quarter of Section 1, Township 20 South, Range 59 East, Mount Diablo Meridian, for road, sewer and drainage purposes generally located on the south side of Peaceful Dawn Avenue, between Puli Road and Cliff Shadows Parkway alignments, APN 137-01-101-010, -101-011 - Ward 4 (Brown)
20. Approval of a Dedication from the City of Las Vegas, for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, for a bus turnout right-of-way located along Washington Avenue west of Pecos Road, APN 139-25-701-002 - Ward 3 (Reese)
21. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Southeast Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, for road, sewer and drainage purposes generally located on the west side of Fort Apache Road, between Severance Lane and Elkhorn Road alignments, APN 125-18-801-016 - Ward 6 (Mack)
22. Approval of First Supplemental Interlocal Contract LLD.04.A.03 - Local Drainage Improvements in Holmby Channel between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion - Ward 1 (Moncrief)
23. Approval of Fifth Supplemental Interlocal Contract LAS.10.R.00 - Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion - Ward 4 (Brown)
24. Approval of Supplemental Interlocal Contract 461a - ITS Communication Infrastructure Project between the City of Las Vegas and the Regional Transportation Commission (RTC) to revise the scope of the project - All Wards

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Contract 490 - Sound Walls at I-515 from I-15 to Charleston Boulevard between the City of Las Vegas and the Regional Transportation Commission (\$10,000,000 - Regional Transportation Commission [RTC]) - All Wards
26. Approval of an Engineering Design Services Agreement with Louis Berger Group, Inc., for engineering design services for the Sahara Avenue Sewer Phase IV Rehabilitation Project (\$99,696 - City of Las Vegas [CLV] Sanitation Fund) - Ward 3 (Reese)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company (NPC) for the installation of NPC facilities to provide power for streetlight service for the Durango Drive Phase 3, Special Improvement District 1481 Project (Frontage Road/Oso Blanca Road and El Capitan Way/Frontage Road) (\$10,473 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Fifth Amendment to Professional Services Agreement with Parsons Brinckerhoff Quade and Douglas, Inc., for professional services related to the continuation of engineering services in support of the design and construction of the I-15 Freeway Channel Project, Charleston Lateral Extension (\$54,849 - Clark County Regional Flood Control District [CCRFCD]) - Wards 1, 3 and 5 (Moncrief, Reese and Weekly)
29. Approval of a Professional Services Agreement with Terracon for material testing on the City of Las Vegas Special Improvement District 607 - Providence Project (\$500,000 - City of Las Vegas Special Improvement District [CLV SID] 607) - Ward 6 (Mack)
30. Approval of an Engineering Design Services Agreement with VPoint for engineering design services for the Craig Road Relief Sewer Project (\$98,470 - City of Las Vegas [CLV] Sanitation Fund) - Ward 6 (Mack)
31. Approval of an Access Agreement between the City of Las Vegas and Hickam Estates, Limited Liability Company (LLC) to allow access across the Drainage Channel located northwesterly of the intersection of Alexander Road and Durango Drive to provide legal access to, APNs 138-05-801-007, 138-05-801-038, 138-05-801-039 and 138-05-896-001 - County (near Ward 4 - Brown)
32. Approval to implement the Water Pollution Control Facility (WPCF) Technology Project (\$7,600,000 - Sanitation Enterprise Fund) - County
33. Approval of a Professional Services Agreement with HCA Architects, for the design services of Building and Safety Expansion of the West Service Center (WSC) located at 7551 Sauer Street (\$123,000 - City Facilities Capital Project Fund [CPF]) - Ward 4 (Brown)
34. Approval of an Encroachment Request from Southwest Engineering on behalf of Richmond American Homes, owner (area bounded by Deer Springs Way, Doe Brook Trail and Grand Montecito Parkway) - Ward 6 (Mack)
35. Approval of an Encroachment Request from JPL Engineering, Incorporated, on behalf of BJ Rancho Investment, Incorporated, owner (Washington Avenue west of Rancho Drive) - Ward 5 (Weekly)
36. Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf Centennial Gateway, LLC, owner (Centennial Center Boulevard north of Ann Road) - Ward 6 (Mack)
37. Approval of an Encroachment Request from L. R. Nelson, Incorporated, on behalf of Richmond American Homes Nevada, owner (southeast corner of Tule Springs Road and Sunny Springs Lane) - Ward 6 (Mack)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Mark E. Griffith and Naoma Griffith, owners (southeast corner of Whispering Sands Drive and Rainbow Boulevard, APN 125-14-201-002) - County (near Ward 6 - Mack)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - GC Wallace, Incorporated, on behalf of Silverstone I, L.P., owner (southwest corner of Ann Road and Durango Drive, APNs 125-32-501-009, 125-32-501-010, 125-32-501-011, 125-32-501-021, 125-32-501-022 and 125-32-501-023) - County (near Ward 6 - Mack)

PUBLIC WORKS - CONSENT

40. Approval of an Encroachment Request from Tower Realty on behalf of 701 Bridger Avenue, LLC, owner (Bridger Avenue between Seventh Street and Eighth Street) - Ward 5 (Weekly)
41. Approval of an Encroachment Request from Wright Engineers on behalf of Becker Equities, owner (southeast corner of Centennial Parkway and Durango Drive) - Ward 6 (Mack)
42. Approval of an Encroachment Request from Nevada Homes Group on behalf of Day Star Ventures, LLC, owner (southwest corner of Deer Springs Way and Fort Apache Road) - Ward 6 (Mack)
43. Approval of an Encroachment Request from The WLB Group on behalf of F & F Horizons Associates, LLC, owner (northwest corner of Durango Drive and Charleston Boulevard) - Ward 2 (Wolfson)
44. Approval of an Encroachment Request from Great American Homes on behalf of Univest I, LLC, owner (northeast corner of Cheyenne Avenue and Hualapai Way) - Ward 4 (Brown)
45. Approval of an Encroachment Request from Third Street Promenade, LLC, owner (northwest corner of Third Street and Ogden Avenue) - Ward 5 (Weekly)
46. Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf of PN II, Incorporated, owner (Sky Pointe Drive south of Dorrell Lane) - Ward 6 (Mack)
47. Approval of an Encroachment Request from JD Charleston, Limited Partnership, owner (southwest corner of Charleston Boulevard and Martin L. King Boulevard) - Ward 1 (Moncrief)
48. Approval to grant Mission Industries located at 1001 S. 1st Street, 695 sewer connection credits to be transferred to a new location - Ward 1 (Moncrief)

RESOLUTIONS - CONSENT

49. R-165-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)
50. R-166-2004 - Approval of a Resolution approving the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)
51. R-167-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Wards 2 and 4 (Wolfson and Brown)
52. R-168-2004 - Approval of a Resolution approving the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Wards 2 and 4 (Wolfson and Brown)
53. R-169-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (\$177,528.56 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
54. R-170-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (\$177,528.56 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
55. R-171-2004 - 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 Buffalo Drive between Cheyenne Avenue and Craig Road from 35 MPH to 45 MPH - Ward 4 (Brown)
56. R-172-2004 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Centennial Parkway between Sky Pointe Drive and Tenaya Way from 25 MPH to 35 MPH - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

57. Approval to transfer the Las Vegas Technology Center Common Areas from the City of Las Vegas to the Las Vegas Technology Center Owners Association (LVTCOA) as required by the Operating Agreement approved by the City Council on March 1, 1995, and as amended on February 2, 2000 (Gain of \$35,200 – Industrial Revenue Fund) - Ward 4 (Brown)
58. Approval to enter into a Disposition and Development Agreement (DDA) with Silver Sky Assisted Living Nevada Limited Partnership (Developer) to purchase approximately ten (10) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road, APN 138-28-401-014 to develop and construct a senior assisted living project and senior housing - Ward 2 (Wolfson)
59. Approval of an Easement and Rights-of-Way from the City of Las Vegas to the City of Las Vegas for a seventy-foot drainage and access easement on APN 138-08-801-007 in the vicinity of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)
60. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a thirty-foot Non-Exclusive Utility Easement and pump station site on APN 138-08-801-006 in the vicinity of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)
61. Approval of a Grant, Bargain, Sale Deed from the City of Las Vegas to Westbridge Associates for approximately 5,648 square feet of land located on a portion of 6208 Hargrove Avenue, commonly known as the Mirabelli Senior Center - Ward 1 (Moncrief)
62. Approval of accepting a Grant, Bargain, Sale Deed from Westbridge Associates for approximately 5,238 square feet of land located on a portion of 6250 Hargrove Avenue, commonly known as land located West of the Mirabelli Senior Center at 6208 Hargrove Avenue - Ward 1 (Moncrief)
63. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Saito Family Revocable Living Trust for real property located at 319 North 6th Street, APN 139-34-512-023 (\$437,500 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)
64. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and George G. and Clara Y. Saito for real property located at 323 North 6th Street, APN 139-34-512-022 (\$437,500 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)
65. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Antonio Cortez for real property located at 325 North 6th Street, APN 139-34-512-021 (\$450,000 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

66. Discussion and possible action on the collective bargaining bill draft request submitted to the Legislative Counsel Bureau on behalf of the City
67. Report on Las Vegas Centennial Celebration 2005

CITY ATTORNEY - DISCUSSION

68. Discussion and possible action on Appeal of Work Card Denial: Yolanda Rochelle White, 2762 Eldora Circle #D, Las Vegas, Nevada 89146
69. Discussion and possible action on Appeal of Work Card Denial: Mary L. Oliphant, 4221 Walnut Family Court, Las Vegas, NV 89115

FINANCE & BUSINESS SERVICES - DISCUSSION

70. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Delek, LLC, dba One Stop Market, 7790 West Sahara Avenue, Eliahu Elezra, Mgr, Mmbr, 100% - Ward 1 (Moncrief)
71. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Nevada Hotel Reservations, Inc., Ann S. Meyers, Dir, Pres, Secy, Treas, 100%, To: Barrick-NG, LLC, dba Nevada Hotel & Casino, 235 South Main Street, Stephen A. Crystal, Pres, Phillip L. Flaherty, COO, David W. Barrick, Secy, Barrick Gaming Operations II, LLC, Managing Mmbr, 100%, Barrick Gaming Investments II, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy, Barrick Corporation, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy - Ward 1 (Moncrief)
72. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Ann S. Meyers, 100%, To: Barrick-QHG, LLC, dba Queen of Hearts Hotel & Casino, 19 Lewis Avenue, Stephen A. Crystal, Pres, Phillip L. Flaherty, COO, David W. Barrick, Secy, Barrick Gaming Operations II, LLC, Managing Mmbr, 100%, Barrick Gaming Investments II, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy, Barrick Corporation, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy - Ward 1 (Moncrief)
73. Discussion and possible action regarding Temporary approval of a new Auctioneer License, Meir Hayon, dba Meir Hayon, 56 Ridge Road, New Jersey, Meir Hayon, 100% - New Jersey
74. Discussion and possible action regarding a new Massage Establishment License subject to the provisions of the planning and fire codes, Wolf & Wolf, dba Enchantment Day Spa Health & Wellness Center, 4588 North Rancho Drive, Suite 12, Jeffrey L. Wolf and Kelli R. Wolf, 100% jointly as husband and wife (NOTE: Item to be heard in the afternoon session in conjunction with Item 137 - SUP-5189) - Ward 6 (Mack)
75. Discussion and possible action regarding Temporary Approval of a Massage Establishment License, Jagged Edge Day Spa & Salon, dba Jagged Edge Day Spa & Salon, 1932 Rock Springs Drive, Robert T. Fogarty, Mgr, Mmbr, 100% - Ward 4 (Brown)
76. Discussion and possible action regarding a new Nonprofit Club General License, Mesquite Club, Inc., dba Mesquite Club, 702 East St. Louis Avenue, Phyllis V. Noblitt, Pres - Ward 3 (Reese)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

77. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

78. Bill No. 2004-71 - Expands the boundaries of the Live/Work Overlay District to include the Las Vegas Medical District, and allows medical office uses within the Overlay District. Proposed by: Robert S. Genzer, Director of Planning and Development
79. Bill No. 2004-72 - Revises the standards for converting public streets into private streets in existing subdivisions. Sponsored by: Councilwoman Janet Moncrief

NEW BILLS - DISCUSSION

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.

- 80. Bill No. 2004-73 - Establishes the means for allowing the use "pet boarding" in certain commercial and industrial districts. Proposed by: Robert S. Genzer, Director of Planning and Development
- 81. Bill No. 2004-74 - Expands the allowability of mixed-use developments in the C-1 and C-2 Zoning Districts, and allow such developments by means of special use permit in the C-PB Zoning District. Sponsored by: Councilman Larry Brown
- 82. Bill No. 2004-75 - Provides for the relocation of off-premise signs that are required to be removed in connection with the installation of publicly-funded improvements. Proposed by: Robert S. Genzer, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

- 83. 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

- 84. Public hearing to consider the report of expenses to recover costs for abatement of nuisance at 517 W. Van Buren Avenue. PROPERTY OWNER: CHARLES ERBACHER - Ward 5 (Weekly)
- 85. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 804 Sunny Place. PROPERTY OWNERS: THOMAS & THERESA M. ALBANESE - Ward 5 (Weekly)
- 86. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 915 H Street. PROPERTY OWNERS: ABNER HEATHMON, SR., PEARLINE HEATHMON, ABNER HEATHMON, JR., AND BARBARA N. HEATHMON - Ward 5 (Weekly)
- 87. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 1913 S. 11th Street. PROPERTY OWNER: JAMES R. KENT - Ward 3 (Reese)
- 88. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition at 4312 Dover Place. PROPERTY OWNER: DIMPLE LEE KEPLINGER - Ward 1 (Moncrief)
- 89. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 504 Rose Street. PROPERTY OWNER: MATHEW OSAYAREN - Ward 5 (Weekly)
- 90. Public hearing on local improvement district for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
- 91. Public hearing on local improvement district for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

PLANNING & DEVELOPMENT

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 - CONSENT

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

92. EOT-5421 - APPLICANT/OWNER: JAMES AND ELIZABETH BRACY, JR. - Request for a Second Extension of Time of an approved Special Use Permit (U-0072-00) WHICH ALLOWED A CHURCH/ HOUSE OF WORSHIP at 330 North 9th Street (APN 139-35-112-001), R-4 (High Density Residential) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
93. EOT-5402 - APPLICANT/OWNER: BONANZA REALTY, LLC - Request for an Extension of Time for an approved Rezoning (Z-0046-02) FROM: R-2 (MEDIUM LOW DENSITY RESIDENTIAL) AND C-M (COMMERCIAL/INDUSTRIAL) TO: C-1 (LIMITED COMMERCIAL) on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN 139-27-707-008, 139-27-712-046 through 051 and 139-27-810-001 through 004), Ward 5 (Weekly). Staff recommends APPROVAL
94. EOT-5403 - APPLICANT/OWNER: BONANZA REALTY, LLC - Request for an Extension of Time for an approved Site Development Plan Review [Z-0046-02(1)] FOR A 326 UNIT MULTI-FAMILY SENIOR APARTMENT COMPLEX WITH 20,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN 139-27-707-008, 139-27-712-046 through 051 and 139-27-810-001 through 004), R-2 (Medium Low Density Residential) and C-M (Commercial/Industrial) Zones under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Weekly). Staff recommends APPROVAL
95. EOT-5404 - APPLICANT/OWNER: BONANZA REALTY, LLC - Request for an Extension of Time for an approved Special Use Permit (U-0114-02) WHICH ALLOWED A MULTI-FAMILY SENIOR APARTMENT COMPLEX on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN 139-27-707-008, 139-27-712-046 through 051 and 139-27-810-001 through 004), R-2 (Medium Low Density Residential) and C-M (Commercial/Industrial) Zones under Resolution of Intent to C-1 (LIMITED COMMERCIAL), Ward 5 (Weekly). Staff recommends APPROVAL
96. EOT-5436 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Site Development Plan Review [Z-0076-98(18)] WHICH ALLOWED A 8,144 SQUARE FOOT COMMERCIAL DEVELOPMENT on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL
97. EOT-5437 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0116-00) WHICH ALLOWED A RESTAURANT WITH DRIVE-THROUGH on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL
98. EOT-5438 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0161-00) WHICH ALLOWED RESTRICTED GAMING IN CONJUNCTION WITH A CONVENIENCE STORE on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL
99. EOT-5439 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0115-00) WHICH ALLOWED THE SALE OF PACKAGED LIQUOR FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH A CONVENIENCE STORE on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - CONSENT

100. EOT-5440 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0114-00) WHICH ALLOWED FUEL PUMPS IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

101. DIR-5444 - APPLICANT/OWNER: CANYON GATE AT LAS VEGAS, INC. - Request for a Water Feature Exemption TO ALLOW THE OPERATION OF TWO WATER FEATURES for a Single Family Development and Golf Course adjacent to the north side of Sahara Avenue, approximately 1,000 feet west of Durango Drive, (APN 163-05-813-019 and 047), Ward 1 (Moncrief). Staff recommends APPROVAL
102. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 9 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL. NOTE: THIS ITEM IS BEING RENOTICED AS THE PREVIOUS NOTICE SENT FOR THE OCTOBER 20, 2004 CITY COUNCIL MEETING HAD AN ERROR REGARDING THE PREVIOUSLY APPROVED HOURS OF DELIVERY
103. ROC-5384 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO COURTYARD, LLC - Request for a Review of Condition Number 10 of an approved Rezoning (Z-0013-01) TO ELIMINATE THE REQUIREMENT FOR A MASTER SIGN PLAN TO BE SUBMITTED FOR APPROVAL OF PLANNING COMMISSION AND CITY COUNCIL PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING ON THE SITE for an approved office building on 2.82 acres adjacent to the east side of Rancho Drive, approximately 300 feet south of Charleston Boulevard (APN 162-04-101-021), R-E (Residence Estates) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 1 (Moncrief). Staff recommends APPROVAL
104. ROC-5406 - PUBLIC HEARING - APPLICANT/OWNER: ASTORIA HOMES - Request for a Review of Condition Number 5 of an approved Site Development Plan Review (SDR-2669) TO ALLOW A 6 FOOT CORNER SIDE YARD SETBACK WHERE 9 FEET IS THE MINIMUM SETBACK REQUIRED for an approved 282 lot single family detached cluster development on 30.85 acres approximately 660 feet east of Cliff Shadows Parkway, between Gilmore Avenue and Gowan Road (APN 137-12-212-001 through 282), PD (Planned Development) Zone and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends APPROVAL
105. ROC-5445 - PUBLIC HEARING - APPLICANT/OWNER: CARINA CORPORATION - Request for a Review of Condition Number 5 of an approved Site Development Plan Review (SDR-4370) TO ALLOW A 5 FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED FOR LOTS THAT HAVE A SIDE PROPERTY LINE ADJACENT TO HUALAPAI WAY (LOTS 3, 4, 9, 10, 15 and 16 ON THE APPROVED SITE PLAN) for an approved 68 lot single family 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] under Resolution of Intent to R-PD7 (Residential Planned Development - 7 Units Per Acre), Ward 6 (Mack). Staff recommends APPROVAL
106. SDR-4978 - PUBLIC HEARING - APPLICANT: LAS TUNIS, LLC - OWNER: CLARK COUNTY DEVELOPMENT CORPORATION - Request for a Site Development Plan Review FOR A 5,660 SQUARE FOOT MEDICAL OFFICE BUILDING AND WAIVERS OF TRASH ENCLOSURE SEPARATION, FRONT YARD SETBACK, AND WIDTH OF PERIMETER LANDSCAPING on 0.45 acres on James Bilbray Drive, approximately 120 feet south of Smoke Ranch Road (APN 138-23-110-032), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

107. SDR-5190 - PUBLIC HEARING - APPLICANT: MG PROPERTIES - OWNER: MARTIN W. GREENWALD - Request for a Site Development Plan Review FOR A 7,660 SQUARE FOOT COMMERCIAL ADDITION AND WAIVERS FROM PERIMETER LANDSCAPING REQUIREMENTS on 2.0 acres adjacent to the northeast corner of Rancho Drive and Lone Mountain Road (APN 125-35-401-006), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
108. SDR-5198 - PUBLIC HEARING - APPLICANT/OWNER: WILTON PARTNERS ARVILLE NO. 8, LLC - Request for a Site Development Plan Review FOR A 11,739 SQUARE FOOT COMMERCIAL BUILDING AND WAIVERS OF BUILDING PLACEMENT, FOUNDATION LANDSCAPING ALONG THE SIDEWALK, AND LANDSCAPE BUFFER STANDARDS on 1.49 acres on the west side of Arville Street, approximately 250 feet north of Sahara Avenue, (APN 162-06-412-003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL
109. MOD-5267 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Major Modification to the Las Vegas Medical District PLAN IN ORDER TO REDUCE HEIGHT AND SETBACK RESTRICTIONS ON MIXED-USE DEVELOPMENTS, LIST THEM AS A SPECIFIC USE ON THE TABLE OF PERMITTED USES, PROVIDE FOR THE INCORPORATION OF THE LIVE/WORK ORDINANCE, AND CLARIFY THE TABLE OF PERMITTED USES TO UPDATE TERMINOLOGY, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL
110. VAC-5130 - PUBLIC HEARING - APPLICANT: RYLAND HOMES - OWNER: CLIFFS EDGE, LLC - Petition to Vacate public rights-of-way generally located west of Puli Road, north of Centennial Parkway, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
111. VAC-5131 - PUBLIC HEARING - APPLICANT: RYLAND HOMES - OWNER: CLIFFS EDGE, LLC - Petition to Vacate U. S. Government Patent Reservations generally located west of Puli Road, north of Centennial Parkway, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
112. VAR-5114 - PUBLIC HEARING - APPLICANT/OWNER: OR INVESTMENT GROUP, LLC - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Variance TO ALLOW A 60-FOOT REAR YARD SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 408 FEET FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF TWO 10-STORY, 132-FOOT TALL BUILDINGS, A 12-STORY, 150-FOOT TALL BUILDING AND TWO 16-STORY, 195-FOOT TALL BUILDINGS on 5.84 acres adjacent to the west side of Rancho Drive, approximately 180 feet south of Lake Mead Boulevard (APN 139-19-611-002), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-3 vote) and staff recommend DENIAL
113. SUP-5111 - PUBLIC HEARING - APPLICANT/OWNER: OR INVESTMENT GROUP, LLC - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF TWO 10-STORY, 132-FOOT TALL BUILDINGS, A 12-STORY, 150-FOOT TALL BUILDING AND TWO 16-STORY, 195-FOOT TALL BUILDINGS adjacent to the west side of Rancho Drive, approximately 180 feet south of Lake Mead Boulevard (APN 139-19-611-002), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-3 vote) and staff recommend DENIAL
114. SDR-5109 - PUBLIC HEARING - APPLICANT/OWNER: OR INVESTMENT GROUP, LLC - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Site Development Plan Review and a Waiver of the Commercial Development Standards to allow a three-foot front yard setback where 20 feet is the minimum required FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF 504 RESIDENTIAL CONDOMINIUM UNITS AND 90,000 SQUARE FEET OF RETAIL SPACE IN TWO 10-STORY, 132-FOOT TALL BUILDINGS, A 12-STORY, 150-FOOT TALL BUILDING AND TWO 16-STORY, 195-FOOT TALL BUILDINGS on 5.84 acres adjacent to the west side of Rancho Drive, approximately 180 feet south of Lake Mead Boulevard (APN 139-19-611-002), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-3 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

115. VAR-5202 - PUBLIC HEARING - APPLICANT/OWNER: KEVIN R. AND BARBARA SIPES - Request for a Variance TO ALLOW A 2.94 ACRE DEVELOPMENT WHERE 5 ACRES IS REQUIRED FOR A RESIDENTIAL PLANNED DEVELOPMENT on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

116. ZON-5203 - PUBLIC HEARING - APPLICANT/OWNER: KEVIN R. AND BARBARA SIPES - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

117. SDR-5204 - PUBLIC HEARING - APPLICANT/OWNER: KEVIN R. AND BARBARA SIPES - Request for a Site Development Plan Review FOR A PROPOSED 7 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

118. RQR-5168 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required One Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL

119. RQR-5164 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: S&S # 2, LLC - Required Two Year Review of an Approved Special Use Permit (U-0042-95) WHICH ALLOWED A 50 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 410 North Eastern Avenue (APN 139-36-210-003), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

120. RQR-5165 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: LIPKIN 1992 TRUST - Required Two Year Review of an Approved Special Use Permit (U-104-02) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1501 Western Avenue (APN 162-04-605-005), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

121. RQR-5166 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: RANCHO DRIVE, LLC - Required Two Year Review of an Approved Special Use Permit (U-0037-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN on the east side of Rancho Drive, approximately 200 feet south of Rainbow Boulevard (APN 125-35-401-001), C-1 (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

122. RQR-5167 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: HAL-STAN, INC. - Required Two Year Review of an Approved Special Use Permit (U-0038-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3500 North Rancho Drive (APN 138-12-710-044), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL

123. RQR-5169 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: STEVE & RAYNELL PHILLIPS - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an Approved Special Use Permit (U-0027-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6651 West Charleston Boulevard (APN 163-02-104-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 1 (Moncrief). The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL

124. RQR-5170 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: BOYS CLUBS OF CLARK COUNTY, INC. - Required Two Year Review of an Approved Special Use Permit (U-0041-95) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2800 Marlin Avenue (APN 139-36-213-001), R-4 (High Density Residential) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

125. RQR-5171 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3900 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-1 vote) and staff recommend DENIAL

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

127. SUP-4694 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

128. SUP-4830 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT BY 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northwest corner of Westcliff Drive and Rainbow Boulevard (APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend DENIAL

129. SUP-5072 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: PDC AUTO TITLE LOAN - OWNER: CHARLESTON HEIGHTS DEVELOPMENT COMPANY - Request for a Special Use Permit and Waivers of the Separation Distance Standards to allow a zero-foot distance from a parcel with a similar use where 1,000 feet is the minimum required; to allow a zero-foot distance from residential uses where 200 feet is the minimum required; and a Waiver of floor area standards to allow 800 square feet where 1,500 square feet is the minimum required FOR A PROPOSED AUTO TITLE LOAN BUSINESS at 6708 West Cheyenne Avenue (APN 138-10-816-007), C-1 (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL

130. SUP-5228 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GARTH W. LAMB - OWNER: GARTH W. LAMB AND SHARI L. HUMBLE-LAMB - Request for a Special Use Permit FOR AN EXISTING ANIMAL HOSPITAL, CLINIC, OR SHELTER WITH OUTSIDE PENS AND A PROPOSED ADDITION TO THE HOSPITAL at 5000 North Jones Boulevard (APN 125-36-302-005), R-E (Residence Estates), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

131. SDR-5094 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GARTH W. LAMB - OWNER: GARTH W. LAMB AND SHARI L. HUMBLE-LAMB - Request for a Site Development Plan Review and a Waiver of perimeter landscaping standards FOR A PROPOSED 2,890 SQUARE-FOOT ADDITION TO AN EXISTING ANIMAL HOSPITAL WITH OUTSIDE PENS on 2.18 acres at 5000 North Jones Boulevard (APN 125-36-302-005), R-E (Residence Estates), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

132. SUP-5136 - PUBLIC HEARING - APPLICANT: LLANTERA NEVADA, LLC - OWNER: LINDA L. BASCOS - Request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MINOR at 4350 East Bonanza Road (APN 140-30-803-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

133. SUP-5137 - PUBLIC HEARING - APPLICANT: LLANTERA NEVADA, LLC - OWNER: LINDA L. BASCOS - Request for a Special Use Permit FOR A CAR WASH (FULL SERVICE) at 4350 East Bonanza Road (APN 140-30-803-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

134. SUP-5148 - PUBLIC HEARING - APPLICANT/OWNER: ROBERTA J. GOOD AND RICHARD C. GOOD - Request for a Special Use Permit FOR A PROPOSED GUEST HOUSE/CASITA TO EXCEED THE HEIGHT OF THE MAIN DWELLING BY ONE FOOT TWO INCHES AND HAVE THREE OCCUPANT ROOMS WHERE ONE OCCUPANT ROOM IS ALLOWED at 6600 Buckskin Avenue (APN 138-11-312-018), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

135. SUP-5181 - PUBLIC HEARING - APPLICANT/ OWNER: STREAMLINE TOWER, LLC - Request for a Special Use Permit FOR A 22 STORY, 24,000 SQUARE FOOT, MIXED USE DEVELOPMENT adjacent to the southeast corner of Las Vegas Boulevard and Ogden Avenue (APN 139-34-611-001, 011 and 012), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

136. SDR-5180 - PUBLIC HEARING - APPLICANT/OWNER: STREAMLINE TOWER, LLC - Request for a Site Development Plan Review FOR A 267 FOOT TALL, 251 UNITS AND 24,000 SQUARE FEET OF COMMERCIAL IN A MIXED USE DEVELOPMENT WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN on 1.03 acres adjacent to the southeast corner of Las Vegas Boulevard and Ogden Avenue (APN 139-34-611-001, 011 and 012), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

137. SUP-5189 - PUBLIC HEARING - APPLICANT: JEFF & KELLI WOLF - OWNER: RANCHO PINES, LP - Request for a Special Use Permit FOR A THERAPEUTIC MASSAGE ESTABLISHMENT AND A WAIVER FROM THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM A CHILD CARE FACILITY at 4588 North Rancho Drive, Suite #12 (APN 138-02-214-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). (NOTE: This item to be heard in conjunction with Morning Session Item 74) The Planning Commission (7-0 vote) and staff recommend APPROVAL

138. SUP-5191 - PUBLIC HEARING - APPLICANT/OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Special Use Permit FOR A CHILD CARE CENTER TO ACCOMMODATE A MAXIMUM OF 186 CHILDREN adjacent to the southwest corner of Tule Springs Road and Farm Road (a portion of APN 125-16-301-001 and 002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

139. SDR-5192 - PUBLIC HEARING - APPLICANT/OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Site Development Plan Review FOR A CHILD CARE CENTER on 1.53 acres adjacent to the southwest corner of Tule Springs Road and Farm Road (a portion of APN 125-16-301-001 and 002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

140. SUP-5215 - PUBLIC HEARING - APPLICANT: DAVID VANZANTEN - OWNER: JAMES POLLINS AND LUISA TAPIA - Request for a Special Use Permit FOR A TAVERN AND FOR A WAIVER OF THE 1,500 FOOT MINIMUM DISTANCE SEPARATION REQUIREMENT FROM A RELIGIOUS FACILITY at 9 West Charleston Boulevard (APN 162-03-110-109), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

141. ZON-4991 - PUBLIC HEARING - APPLICANT: RANDY BLACK, JR. - OWNER: DURANGO TOWN CENTER, LLC AND JIM MARSH AMERICAN CORPORATION - Request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER), on 4.79 acres adjacent to the southeast corner of Regena Avenue and Riley Street (APN 125-29-502-010), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

142. SDR-4985 - PUBLIC HEARING - APPLICANT: RANDY BLACK, JR. - OWNER: DURANGO TOWN CENTER, LLC AND JIM MARSH AMERICAN CORPORATION - Request for a Site Development Plan Review FOR A MEDICAL/PROFESSIONAL/RETAIL DEVELOPMENT on 22.31 acres adjacent to the southeast corner of Regena Avenue and Riley Street (APN 125-29-502-010 and 125-29-510-006, 125-29-601-002 and 020), U (Undeveloped) Zone [T-C (Town Center) General Plan Designation] and TC (Town Center) [PROPOSED: T-C (Town Center)] Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

143. ZON-5176 - PUBLIC HEARING - APPLICANT/OWNER: NEVADA H.A.N.D., INC., ET AL - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: R-5 (APARTMENT) on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 139-35-211-087, 088, 089, 090 and 091), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

144. SDR-5177 - PUBLIC HEARING - APPLICANT/OWNER: NEVADA H.A.N.D., INC., ET AL - Request for a Site Development Plan Review FOR A PROPOSED 5 STORY, 60 UNIT, MULTI-FAMILY DEVELOPMENT on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 135-35-211-087, 088, 089, 090 and 091), R-3 (Medium Density Residential) Zone [PROPOSED: R-5 (Apartment)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

145. GPA-5120 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: GC (GENERAL COMMERCIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

146. ZON-5121 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request for a Rezoning FROM: U (UNDEVELOPED) [GC (GENERAL COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-2 (GENERAL COMMERCIAL) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

147. VAR-5124 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request for a Variance TO ALLOW 0.44 ACRES OF OPEN SPACE WHERE 0.66 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), GC (General Commercial) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units per Acre)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

148. SDR-5122 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] under Resolution of Intent to C-2 (General Commercial) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units per Acre)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission recommends APPROVAL

149. GPA-5015 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to Amend portions of the Downtown North Land Use Plan and the Downtown Centennial Plan to add the Scenic Byway as an Urban Trail along both sides of Las Vegas Boulevard between Washington and Sahara Avenues, Wards 1 and 5 (Moncrief and Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

150. GPA-5016 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend the Downtown North Land Use Plan to add the Cultural Corridor Trail, located on the west side of Las Vegas Boulevard between Washington Avenue and Bonanza Road, as an Urban Trail, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

151. GPA-5157 - PUBLIC HEARING - OWNER/APPLICANT: CITY OF LAS VEGAS - Request to amend the Master Plan Recreation and Transportation Trail Elements TO RE-DESIGNATE PORTIONS OF PROPOSED ALIGNMENTS IN DEVELOPED AREAS AS PEDESTRIAN PATHS, Ward 1, 3, 4, 5 and 6 (Moncrief, Reese, Brown, Weekly and Mack); AND TO REVISE CROSS SECTIONS, All Wards. The Planning Commission (6-1 vote) and staff recommend APPROVAL

152. GPA-5194 - PUBLIC HEARING - APPLICANT/OWNER: MARIA TORRES AND JOSE TORRES - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: R (RURAL DENSITY RESIDENTIAL) TO: L (LOW DENSITY RESIDENTIAL) on 0.46 acres at 2665 North Jones Boulevard (APN 138-14-704-015), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

153. GPA-5278 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend Policy 3.4.1 of the Las Vegas 2020 Master Plan, which currently reads as follows: "That a minimum of 30 percent of available BLM lands be planned for recreational and parks uses within the northwest sector of the city, in the general vicinity of the intersection of Kyle Canyon Road and US 95", to the following: "That a minimum of 30 percent of available BLM lands be planned as open space within the Centennial Hills Sector of the City of Las Vegas through the adoption of an open space plan". And to amend Policy 3.4.3, which currently reads as follows: "That a minimum of 20 percent of available BLM lands within the Kyle Canyon area be made available for the development of a high technology business park, research and higher education, within the northwest sector of the city", to the following: "That an adequate amount of available BLM lands within the Centennial Hills Sector of the City of Las Vegas be made available for the development of a high technology business park, research facility and/or higher education facility", Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL
154. GPA-5075 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request to amend a portion of the Southwest Sector of the General Plan FROM: SC (SERVICE COMMERCIAL) AND ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO M (MEDIUM DENSITY RESIDENTIAL) on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
155. ZON-5076 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) AND ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATIONS] TO: R-PD14 (RESIDENTIAL PLANNED DEVELOPMENT - 14 UNITS PER ACRE) on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
156. VAR-5336 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SEPARATION OF 52 FEET WHERE 90 FEET IS THE MINIMUM DISTANCE REQUIRED FROM SINGLE-FAMILY DEVELOPMENT FOR A PROPOSED 140-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), U (Undeveloped) Zone [SC (Service Commercial) and ML (Medium-Low Density Residential) General Plan Designations] [PROPOSED: R-PD14 (Residential Planned Development - 14 Units Per Acre)]; Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
157. SDR-5077 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request for a Site Development Plan Review FOR A PROPOSED 140-UNIT CONDOMINIUM DEVELOPMENT on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), U (Undeveloped) Zone [SC (Service Commercial) and ML (Medium-Low Density Residential) General Plan Designations] [PROPOSED: R-PD14 (Residential Planned Development - 14 Units, Per Acre)], Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
158. GPA-5182 - PUBLIC HEARING - APPLICANT/OWNER: INFIELDFIELD DEVELOPMENT II, LLC AND JOHN D. FIELD - Request to Amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 2.49 acres adjacent to the southwest corner of Alexander Road and Leon Avenue (APN 138-12-110-021 and 022), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL. (NOTE: The applicant requests to withdraw the portion of this application for APN 138-12-110-022; and to hold the remaining portion of the application for APN 138-12-110-021 to the 1/19/05 City Council meeting)
159. ZON-5183 - PUBLIC HEARING - APPLICANT/OWNER: INFIELDFIELD DEVELOPMENT II, LLC AND JOHN D. FIELD - Request for a Rezoning FROM: O (OFFICE) TO: C-1 (LIMITED COMMERCIAL) on 2.49 acres adjacent to the southwest corner of Alexander Road and Leon Avenue (APN 138-12-110-021 and 022), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL. (NOTE: The applicant requests to withdraw the portion of this application for APN 138-12-110-022; and to hold the remaining portion of the application for APN 138-12-110-021 to the 1/19/05 City Council meeting. Companion items will be SDR-5573 and VAR-5575 going on the 1/19/05 City Council meeting also.)

PLANNING & DEVELOPMENT - DISCUSSION

160. SDR-5184 - PUBLIC HEARING - APPLICANT/OWNER: INFIELD DEVELOPMENT II, LLC AND JOHN D. FIELD - Request for a Site Development Plan Review FOR A 14,000 SQUARE FOOT OFFICE BUILDING AND A 17,250 SQUARE FOOT COMMERCIAL BUILDING AND A WAIVER OF THE COMMERCIAL DEVELOPMENT STANDARDS TO ALLOW A 10 FOOT REAR SETBACK WHERE 20 FEET IS REQUIRED on 2.49 acres adjacent to the southwest corner of Alexander Road and Leon Avenue (APN 138-12-110-021 and 022), O (Office) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL. (NOTE: The applicant requests to withdraw the portion of this application for APN 138-12-110-021)

161. GPA-5205 - PUBLIC HEARING - APPLICANT: SANSONE DEVELOPMENT - OWNER: BUREAU OF LAND MANAGEMENT - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: PF (PUBLIC FACILITIES) TO: SC (SERVICE COMMERCIAL) on 4.18 acres adjacent to the southwest corner of Lake Mead Boulevard and Rock Springs Drive (APN 138-22-701-005), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL

162. ZON-5206 - PUBLIC HEARING - APPLICANT: SANSONE DEVELOPMENT - OWNER: BUREAU OF LAND MANAGEMENT - Request for a Rezoning FROM: U (UNDEVELOPED) [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 4.18 acres adjacent to the southwest corner of Lake Mead Boulevard and Rock Springs Drive (APN 138-22-701-005), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL

163. GPA-5034 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: H (HIGH DENSITY RESIDENTIAL) on 16.78 acres north of Alta Drive and west of Martin L. King Boulevard (APN 139-33-202-005), Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

164. ZON-4941 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: R-PD50 (RESIDENTIAL PLANNED DEVELOPMENT - 50 UNITS PER ACRE) on 16.78 acres north of Alta Drive and west of Martin L. King Boulevard (APN 139-33-202-005), Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

165. VAR-5035 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request for a Variance TO ALLOW A 20 FOOT SETBACK WHERE 1,212 FEET IS REQUIRED on 16.78 acres north of Alta Drive and west Martin L. King Boulevard (APN 139-33-202-005), C-1 (Limited Commercial) Zone [PROPOSED: R-PD50 (Residential Planned Development - 50 Units Per Acre)], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

166. SDR-5155 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request for a Site Development Plan FOR A PROPOSED 21 STORY, 840 UNIT CONDOMINIUM DEVELOPMENT IN THREE BUILDINGS on 16.78 acres north of Alta Drive and west of Martin L. King Boulevard (APN 139-33-202-005), C-1 (Limited Commercial) Zone [PROPOSED: R-PD50 (Residential Planned Development - 50 Units Per Acre)], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

167. SUP-5196 - NOT TO BE HEARD BEFORE 4:00 P.M. - PUBLIC HEARING - APPLICANT: GARY R. BRENNAN - OWNER: JAE SUM KIM AND MIMI KIM - Appeal filed by the Applicant from the Denial by the Planning Commission of a Request for a Special Use Permit FOR A 445 UNIT RESIDENCE HOTEL adjacent to the southeast corner of Rainbow Boulevard and Rancho Drive (APN 125-35-401-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

168. SDR-5197 - NOT TO BE HEARD BEFORE 4:00 P.M. - PUBLIC HEARING - APPLICANT: GARY R. BRENNAN - OWNER: JAE SUM KIM AND MIMI KIM - Appeal filed by the Applicant from the Denial by the Planning Commission of a Request for a Site Development Plan Review FOR A 445 UNIT RESIDENCE HOTEL on 7.8 acres adjacent to the southeast corner of Rainbow Boulevard and Rancho Drive (APN 125-35-401-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

SET DATE

169. 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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-170-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (\$177,528.56 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$177,528.56
☒	Budget Funds Available	Dept./Division:	Public Works/SID
☐	Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

This resolution defines the time and place for a public hearing on the Final Assessment Roll for the installation of pavement, curb and gutter, sidewalks, driveway approaches, water laterals, sewer laterals, and streetlights.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution R-170-2004

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

RESOLUTION NO. R-170-2004

A. RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1478 – VEGAS DRIVE (RANCHO DRIVE TO I-15); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created City of Las Vegas, Nevada, Special Improvement District No. 1478 – Vegas Drive (Rancho Drive to I-15) (hereinafter the "District") and ordered the acquisition of certain public improvements within the District (hereinafter the "Project"); and

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a construction contract on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by law; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements in the Project; and

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$13,729,500.00, of which \$13,551,971.44 is available from other sources and \$177,528.56 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits and corresponding market value increases from the Project; and

WHEREAS, the City Council by resolution heretofore adopted, directed the City Engineer (with the assistance of the Engineering Integration Division) to make out a final assessment roll; and

WHEREAS, the City Council, together with the City Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, matters, and things heretofore taken, had, and done by the City and the Officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
\$ 13,729,500.00	\$ 177,528.56	\$ 13,551,971.44

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, December 15, 2004 at 1:00 P.M., at the City of Las Vegas Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in "City of Las Vegas, Nevada, Improvement District No. 1478 – Vegas Drive (Rancho Drive to I-15)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, both principal and interest, or any claim is barred by an appropriate statute of limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and

adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1478 – VEGAS DRIVE (RANCHO DRIVE TO I-15).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2004-7 for City of Las Vegas, Nevada, Special Improvement District No. 1478 – Vegas Drive (Rancho Drive to I-15) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on November 17, 2004, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1478 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

Vegas Drive (BOTH SIDES) - from the centerline of Rancho Drive east along Vegas Drive to the centerline of Martin L. King Boulevard. (100-foot right-of-way)

Owens Avenue (BOTH SIDES) – from the centerline of Martin L. King Boulevard east along Owens Avenue to the west right-of-way line of I-15. (varies 50 to 100-foot right-of-way)

Harrison Avenue (SOUTH SIDE) – from the centerline of "H" Street east along Harrison Avenue to the west right-of-way line of I-15. (varies 50 to 70-foot right-of-way)

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot basis for the installation of pavement, curb, gutter, sidewalk, residential driveways and streetlights and on a square foot method for the installation of commercial (option "B") driveways, provided those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the streets or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of a pavement section, curb and gutter, sidewalks, driveway approaches and streetlights, where not already existing. The owners of property who elected to have water or sewer laterals installed will be assessed per foot of lateral installed on a per service or unit lot basis. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, December 15, 2004, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Friday, December 10, 2004, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the

correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing;
and,
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in twenty (20) substantially equal semi-annual installments of principal. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City Council shall by resolution provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties (at a rate not exceeding two percent (2%) per month on the unpaid balance of the assessment and accrued interest, or at any higher rate authorized by statute) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than December 10, 2004, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this 17th day of November, 2004.

BARBARA JO RONEMUS, City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

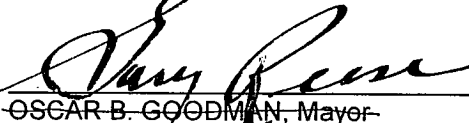
Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on November 17, 2004



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

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to form:

4 NOV 04 W Z Henry

Date Deputy City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on November 17, 2004.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

NONE

Those Absent:

Steve Wolfson

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

- (i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada
- (ii) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on November 17, 2004 is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B", and a copy of the minutes of the public hearing held on December 15, 2004, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this November 17, 2004.

(SEAL)

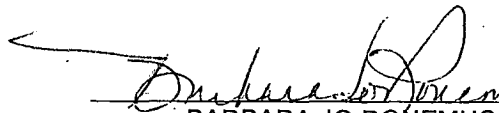

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)



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)

COUNCIL MEMBERS: LARRY BROWN (Ward 4), LAWRENCE WEEKLY (Ward 5),

MICHAEL MACK (Ward 6), JANET MONCRIEF (Ward 1), 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.

NOVEMBER 17, 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 - CHAPLAIN, COLONEL DAVID R. ROWBERRY, UNITED STATES AIR FORCE RESERVES
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF NATIONAL GEOGRAPHIC INFORMATION SYSTEMS DAY
- RECOGNITION OF PALO VERDE HIGH SCHOOL STATE TENNIS CHAMPIONS

BUSINESS ITEMS - MORNING

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

FINANCE & BUSINESS SERVICES - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of Change of Ownership and Business name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Vernor, Inc., dba Ozzie's, Paul M. Lampi, Dir, Pres, 50%, Jack N. Forbes, Dir, Secy, Treas, 50%, To: JPG Enterprises, Inc., dba Ozzies II, 5740 West Charleston Boulevard, Margaret L. Garcia, Dir, Pres, 45%, Gregory A. Qualls, Dir, Secy, Treas and Janet N. Kaai-Qualls, Dir, 55% jointly as husband and wife - Ward 1 (Moncrief)
5. Approval of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Hoosiers, Inc., dba Club 50, Wim Bosch, Dir, Pres, 50%, Paul M. Meyer, Dir, Secy, Treas, 50%, To: Yeti of Nevada, Inc., dba Maddy's, 865 North Lamb Boulevard, Suites 6, 7, 8 and 9, Shane R. Zack, Dir, Pres, 51%, Robert W. Ericksen, Dir, Secy, Treas, 49% - Ward 3 (Reese)
6. Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, Crest Lodge, Inc., dba Fong's Garden Cafe de Manila, 2021 East Charleston Boulevard, Lourdes S. Guevara, Dir, Pres, Secy, Treas, 100% - Ward 3 (Reese)
7. Approval of a new Slot Operator Space Lease Location Restricted Gaming License for 13 slots, Golden Route Operations, LLC, db at Olympic Garden, 1531 Las Vegas Boulevard South - Ward 3 (Reese)
8. Preapproval of the award of Bid No. 04.1730.05-LED, Anasazi Drive Overpass and Summerlin Parkway Interchange 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 - (Estimated amount \$8,000,000 - Road and Capital Projects Fund) - Ward 4 (Brown)
9. Approval of award of Contract No. 040351 for Multi-Functional Device Rental Services - Department of Information Technologies - Award recommended to: TOSHIBA BUSINESS SOLUTIONS (\$1,325,000 - Graphic Arts Internal Service Fund)
10. Preapproval of the award of Bid No. 04.1730.12-LED, I-15 Freeway Channel Project, Charleston Lateral Extension 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 - (Estimated amount \$5,000,000 - Road and Flood Capital Projects Fund) - Wards 1 and 5 (Moncrief and Weekly)
11. Approve the award of Bid No. 05.1730.05-LED, Severance Lane Diversion Sewer and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TAB CONTRACTORS, INC. (\$185,000 - Sanitation Enterprise Fund) - Ward 6 (Mack)
12. Approve the award of Bid No. 050078-LED, Sprinkler and Riser Installation and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Field Operations - Award recommended to: CERTIFIED FIRE PROTECTION, INC. (\$126,896 - General Fund) - Ward 5 (Weekly)

FIRE & RESCUE - CONSENT

13. Approval of a Memorandum of Understanding between the City of Las Vegas and the American Red Cross for the transfer of Homeland Security Citizen Corps Program grant funds in the amount of \$37,096 for a Community Disaster Education Program and a Community Shelter Coordination Program - All Wards

NEIGHBORHOOD SERVICES - CONSENT

14. Approval of a Direct Loan Agreement expending \$41,000 of Home Investment Partnership Program (HOME) funds for housing rehabilitation activities at 216 Madison Avenue, Magdalene P. Denby, owner - Ward 5 (Weekly)
15. Approval of an Interlocal Agreement for shared funding of Regional Homeless Coordination and Inclement Weather Shelter - (\$131,920.00 - General Fund/Weather Shelter) - All Wards

PUBLIC WORKS - CONSENT

16. Approval of a Sewer Refunding Agreement between the City of Las Vegas and Cliff's Edge, Limited Liability Company to provide for an over-sized sewer in Tropical Parkway, Hualapai Way, Reiss Lane, Michelli Crest Way and Centennial Parkway (\$35,399.76 - Sanitation Fund) - Ward 6 (Mack)
17. Approval of Interlocal Contract 483 - Offsite Improvements adjacent to Regional Flood Control Detention Basin Projects Fiscal Year 2004 - 2005 between the City of Las Vegas, the Regional Transportation Commission (RTC), City of North Las Vegas, Clark County and the City of Henderson for engineering and construction (\$500,000 - Regional Transportation Commission) - All Wards
18. Approval of Supplemental No. 2 to Interlocal Contract 344b - Northern and Western Las Vegas Beltway between the City of Las Vegas, the City of North Las Vegas, Clark County and the Regional Transportation Commission (RTC) to increase total project funding and extend the date of completion (\$2,000,000 - Regional Transportation Commission) - Ward 6 (Mack)
19. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northwest Quarter of Section 1, Township 20 South, Range 59 East, Mount Diablo Meridian, for road, sewer and drainage purposes generally located on the south side of Peaceful Dawn Avenue, between Puli Road and Cliff Shadows Parkway alignments, APN 137-01-101-010, -101-011 - Ward 4 (Brown)
20. Approval of a Dedication from the City of Las Vegas, for a portion of the Southeast Quarter of Section 25, Township 20 South, Range 61 East, Mount Diablo Meridian, for a bus turnout right-of-way located along Washington Avenue west of Pecos Road, APN 139-25-701-002 - Ward 3 (Reese)
21. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Southeast Quarter of Section 18, Township 19 South, Range 60 East, Mount Diablo Meridian, for road, sewer and drainage purposes generally located on the west side of Fort Apache Road, between Severance Lane and Elkhorn Road alignments, APN 125-18-801-016 - Ward 6 (Mack)
22. Approval of First Supplemental Interlocal Contract LLD.04.A.03 - Local Drainage Improvements in Holmby Channel between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion - Ward 1 (Moncrief)
23. Approval of Fifth Supplemental Interlocal Contract LAS.10.R.00 - Gowan North - Buffalo Branch (Cheyenne Avenue to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to extend the date of completion - Ward 4 (Brown)
24. Approval of Supplemental Interlocal Contract 461a - ITS Communication Infrastructure Project between the City of Las Vegas and the Regional Transportation Commission (RTC) to revise the scope of the project - All Wards

PUBLIC WORKS - CONSENT

25. Approval of Interlocal Contract 490 - Sound Walls at I-515 from I-15 to Charleston Boulevard between the City of Las Vegas and the Regional Transportation Commission (\$10,000,000 - Regional Transportation Commission [RTC]) - All Wards
26. Approval of an Engineering Design Services Agreement with Louis Berger Group, Inc., for engineering design services for the Sahara Avenue Sewer Phase IV Rehabilitation Project (\$99,696 - City of Las Vegas [CLV] Sanitation Fund) - Ward 3 (Reese)
27. Approval of a Rule 9 Line Extension Agreement with Nevada Power Company (NPC) for the installation of NPC facilities to provide power for streetlight service for the Durango Drive Phase 3, Special Improvement District 1481 Project (Frontage Road/Oso Blanca Road and El Capitan Way/Frontage Road) (\$10,473 - Regional Transportation Commission [RTC]) - Ward 6 (Mack)
28. Approval of a Fifth Amendment to Professional Services Agreement with Parsons Brinckerhoff Quade and Douglas, Inc., for professional services related to the continuation of engineering services in support of the design and construction of the I-15 Freeway Channel Project, Charleston Lateral Extension (\$54,849 - Clark County Regional Flood Control District [CCRFCD]) - Wards 1, 3 and 5 (Moncrief, Reese and Weekly)
29. Approval of a Professional Services Agreement with Terracon for material testing on the City of Las Vegas Special Improvement District 607 - Providence Project (\$500,000 - City of Las Vegas Special Improvement District [CLV SID] 607) - Ward 6 (Mack)
30. Approval of an Engineering Design Services Agreement with VPoint for engineering design services for the Craig Road Relief Sewer Project (\$98,470 - City of Las Vegas [CLV] Sanitation Fund) - Ward 6 (Mack)
31. Approval of an Access Agreement between the City of Las Vegas and Hickam Estates, Limited Liability Company (LLC) to allow access across the Drainage Channel located northwesterly of the intersection of Alexander Road and Durango Drive to provide legal access to, APNs 138-05-801-007, 138-05-801-038, 138-05-801-039 and 138-05-896-001 - County (near Ward 4 - Brown)
32. Approval to implement the Water Pollution Control Facility (WPCF) Technology Project (\$7,600,000 - Sanitation Enterprise Fund) - County
33. Approval of a Professional Services Agreement with HCA Architects, for the design services of Building and Safety Expansion of the West Service Center (WSC) located at 7551 Sauer Street (\$123,000 - City Facilities Capital Project Fund [CPF]) - Ward 4 (Brown)
34. Approval of an Encroachment Request from Southwest Engineering on behalf of Richmond American Homes, owner (area bounded by Deer Springs Way, Doe Brook Trail and Grand Montecito Parkway) - Ward 6 (Mack)
35. Approval of an Encroachment Request from JPL Engineering, Incorporated, on behalf of BJ Rancho Investment, Incorporated, owner (Washington Avenue west of Rancho Drive) - Ward 5 (Weekly)
36. Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf Centennial Gateway, LLC, owner (Centennial Center Boulevard north of Ann Road) - Ward 6 (Mack)
37. Approval of an Encroachment Request from L. R. Nelson, Incorporated, on behalf of Richmond American Homes Nevada, owner (southeast corner of Tule Springs Road and Sunny Springs Lane) - Ward 6 (Mack)
38. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Mark E. Griffith and Naoma Griffith, owners (southeast corner of Whispering Sands Drive and Rainbow Boulevard, APN 125-14-201-002) - County (near Ward 6 - Mack)
39. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - GC Wallace, Incorporated, on behalf of Silverstone I, L.P., owner (southwest corner of Ann Road and Durango Drive, APNs 125-32-501-009, 125-32-501-010, 125-32-501-011, 125-32-501-021, 125-32-501-022 and 125-32-501-023) - County (near Ward 6 - Mack)

PUBLIC WORKS - CONSENT

40. Approval of an Encroachment Request from Tower Realty on behalf of 701 Bridger Avenue, LLC, owner (Bridger Avenue between Seventh Street and Eighth Street) - Ward 5 (Weekly)
41. Approval of an Encroachment Request from Wright Engineers on behalf of Becker Equities, owner (southeast corner of Centennial Parkway and Durango Drive) - Ward 6 (Mack)
42. Approval of an Encroachment Request from Nevada Homes Group on behalf of Day Star Ventures, LLC, owner (southwest corner of Deer Springs Way and Fort Apache Road) - Ward 6 (Mack)
43. Approval of an Encroachment Request from The WLB Group on behalf of F & F Horizons Associates, LLC, owner (northwest corner of Durango Drive and Charleston Boulevard) - Ward 2 (Wolfson)
44. Approval of an Encroachment Request from Great American Homes on behalf of Univest I, LLC, owner (northeast corner of Cheyenne Avenue and Hualapai Way) - Ward 4 (Brown)
45. Approval of an Encroachment Request from Third Street Promenade, LLC, owner (northwest corner of Third Street and Ogden Avenue) - Ward 5 (Weekly)
46. Approval of an Encroachment Request from GC Wallace, Incorporated, on behalf of PN II, Incorporated, owner (Sky Pointe Drive south of Dorrell Lane) - Ward 6 (Mack)
47. Approval of an Encroachment Request from JD Charleston, Limited Partnership, owner (southwest corner of Charleston Boulevard and Martin L. King Boulevard) - Ward 1 (Moncrief)
48. Approval to grant Mission Industries located at 1001 S. 1st Street, 695 sewer connection credits to be transferred to a new location - Ward 1 (Moncrief)

RESOLUTIONS - CONSENT

49. R-165-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)
50. R-166-2004 - Approval of a Resolution approving the Forty-Seventh Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Ward 4 (Brown)
51. R-167-2004 - Approval of a Resolution directing the City Treasurer to prepare the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Wards 2 and 4 (Wolfson and Brown)
52. R-168-2004 - Approval of a Resolution approving the Forty-Eighth Assessment Lien Apportionment Report for Special Improvement District No. 404 Summerlin Area (Levy Assessments) - Wards 2 and 4 (Wolfson and Brown)
53. R-169-2004 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (\$177,528.56 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
54. R-170-2004 - Approval of a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (\$177,528.56 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
55. R-171-2004 - 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 Buffalo Drive between Cheyenne Avenue and Craig Road from 35 MPH to 45 MPH - Ward 4 (Brown)
56. R-172-2004 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Centennial Parkway between Sky Pointe Drive and Tenaya Way from 25 MPH to 35 MPH - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

57. Approval to transfer the Las Vegas Technology Center Common Areas from the City of Las Vegas to the Las Vegas Technology Center Owners Association (LVTCOA) as required by the Operating Agreement approved by the City Council on March 1, 1995, and as amended on February 2, 2000 (Gain of \$35,200 – Industrial Revenue Fund) - Ward 4 (Brown)
58. Approval to enter into a Disposition and Development Agreement (DDA) with Silver Sky Assisted Living Nevada Limited Partnership (Developer) to purchase approximately ten (10) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road, APN 138-28-401-014 to develop and construct a senior assisted living project and senior housing - Ward 2 (Wolfson)
59. Approval of an Easement and Rights-of-Way from the City of Las Vegas to the City of Las Vegas for a seventy-foot drainage and access easement on APN 138-08-801-007 in the vicinity of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)
60. Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a thirty-foot Non-Exclusive Utility Easement and pump station site on APN 138-08-801-006 in the vicinity of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)
61. Approval of a Grant, Bargain, Sale Deed from the City of Las Vegas to Westbridge Associates for approximately 5,648 square feet of land located on a portion of 6208 Hargrove Avenue, commonly known as the Mirabelli Senior Center - Ward 1 (Moncrief)
62. Approval of accepting a Grant, Bargain, Sale Deed from Westbridge Associates for approximately 5,238 square feet of land located on a portion of 6250 Hargrove Avenue, commonly known as land located West of the Mirabelli Senior Center at 6208 Hargrove Avenue - Ward 1 (Moncrief)
63. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Saito Family Revocable Living Trust for real property located at 319 North 6th Street, APN 139-34-512-023 (\$437,500 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)
64. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and George G. and Clara Y. Saito for real property located at 323 North 6th Street, APN 139-34-512-022 (\$437,500 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)
65. Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Antonio Cortez for real property located at 325 North 6th Street, APN 139-34-512-021 (\$450,000 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

66. Discussion and possible action on the collective bargaining bill draft request submitted to the Legislative Counsel Bureau on behalf of the City
67. Report on Las Vegas Centennial Celebration 2005

CITY ATTORNEY - DISCUSSION

68. Discussion and possible action on Appeal of Work Card Denial: Yolanda Rochelle White, 2762 Eldora Circle #D, Las Vegas, Nevada 89146
69. Discussion and possible action on Appeal of Work Card Denial: Mary L. Oliphant, 4221 Walnut Family Court, Las Vegas, NV 89115

FINANCE & BUSINESS SERVICES - DISCUSSION

70. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Delek, LLC, dba One Stop Market, 7790 West Sahara Avenue, Eliahu Elezra, Mgr, Mmbr, 100% - Ward I (Moncrief)
71. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Nevada Hotel Reservations, Inc., Ann S. Meyers, Dir, Pres, Secy, Treas, 100%, To: Barrick-NG, LLC, dba Nevada Hotel & Casino, 235 South Main Street, Stephen A. Crystal, Pres, Phillip L. Flaherty, COO, David W. Barrick, Secy, Barrick Gaming Operations II, LLC, Managing Mmbr, 100%, Barrick Gaming Investments II, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy, Barrick Corporation, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy - Ward I (Moncrief)
72. Discussion and possible action regarding Temporary Approval of Change of Ownership for a Tavern License subject to the provisions of the fire codes and Health Dept. regulations, From: Ann S. Meyers, 100%, To: Barrick-QHG, LLC, dba Queen of Hearts Hotel & Casino, 19 Lewis Avenue, Stephen A. Crystal, Pres, Phillip L. Flaherty, COO, David W. Barrick, Secy, Barrick Gaming Operations II, LLC, Managing Mmbr, 100%, Barrick Gaming Investments II, LLC, Managing Mmbr, 100%, Barrick Gaming Corporation, Managing Mmbr, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy, Barrick Corporation, 100%, Stephen A. Crystal, Dir, Pres, Phillip L. Flaherty, COO, David W. Barrick, Dir, Secy - Ward I (Moncrief)
73. Discussion and possible action regarding Temporary approval of a new Auctioneer License, Meir Hayon, dba Meir Hayon, 56 Ridge Road, New Jersey, Meir Hayon, 100% - New Jersey
74. Discussion and possible action regarding a new Massage Establishment License subject to the provisions of the planning and fire codes, Wolf & Wolf, dba Enchantment Day Spa Health & Wellness Center, 4588 North Rancho Drive, Suite 12, Jeffrey L. Wolf and Kelli R. Wolf, 100% jointly as husband and wife (NOTE: Item to be heard in the afternoon session in conjunction with Item 137 - SUP-5189) - Ward 6 (Mack)
75. Discussion and possible action regarding Temporary Approval of a Massage Establishment License, Jagged Edge Day Spa & Salon, dba Jagged Edge Day Spa & Salon, 1932 Rock Springs Drive, Robert T. Fogarty, Mgr, Mmbr, 100% - Ward 4 (Brown)
76. Discussion and possible action regarding a new Nonprofit Club General License, Mesquite Club, Inc., dba Mesquite Club, 702 East St. Louis Avenue, Phyllis V. Noblitt, Pres - Ward 3 (Reese)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

77. Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

78. Bill No. 2004-71 - Expands the boundaries of the Live/Work Overlay District to include the Las Vegas Medical District, and allows medical office uses within the Overlay District. Proposed by: Robert S. Genzer, Director of Planning and Development
79. Bill No. 2004-72 - Revises the standards for converting public streets into private streets in existing subdivisions. Sponsored by: Councilwoman Janet Moncrief

NEW BILLS - DISCUSSION

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.

- 80. Bill No. 2004-73 - Establishes the means for allowing the use "pet boarding" in certain commercial and industrial districts. Proposed by: Robert S. Genzer, Director of Planning and Development
- 81. Bill No. 2004-74 - Expands the allowability of mixed-use developments in the C-1 and C-2 Zoning Districts, and allow such developments by means of special use permit in the C-PB Zoning District. Sponsored by: Councilman Larry Brown
- 82. Bill No. 2004-75 - Provides for the relocation of off-premise signs that are required to be removed in connection with the installation of publicly-funded improvements. Proposed by: Robert S. Genzer, Director of Planning and Development

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

- 83. 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

- 84. Public hearing to consider the report of expenses to recover costs for abatement of nuisance at 517 W. Van Buren Avenue. PROPERTY OWNER: CHARLES ERBACHER - Ward 5 (Weekly)
- 85. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 804 Sunny Place. PROPERTY OWNERS: THOMAS & THERESA M. ALBANESE - Ward 5 (Weekly)
- 86. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 915 H Street. PROPERTY OWNERS: ABNER HEATHMON, SR., PEARLINE HEATHMON, ABNER HEATHMON, JR., AND BARBARA N. HEATHMON - Ward 5 (Weekly)
- 87. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 1913 S. 11th Street. PROPERTY OWNER: JAMES R. KENT - Ward 3 (Reese)
- 88. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition at 4312 Dover Place. PROPERTY OWNER: DIMPLE LEE KEPLINGER - Ward 1 (Moncrief)
- 89. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building at 504 Rose Street. PROPERTY OWNER: MATHEW OSAYAREN - Ward 5 (Weekly)
- 90. Public hearing on local improvement district for Special Improvement District No. 1480 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$308,608.02 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)
- 91. Public hearing on local improvement district for Special Improvement District No. 1495 - Buffalo Drive (Cheyenne Avenue to Lone Mountain Road) (\$12,759.92 - Capital Projects Fund/Special Assessments) - Ward 4 (Brown)

PLANNING & DEVELOPMENT

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 - CONSENT

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

92. EOT-5421 - APPLICANT/OWNER: JAMES AND ELIZABETH BRACY, JR. - Request for a Second Extension of Time of an approved Special Use Permit (U-0072-00) WHICH ALLOWED A CHURCH/ HOUSE OF WORSHIP at 330 North 9th Street (APN 139-35-112-001), R-4 (High Density Residential) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
93. EOT-5402 - APPLICANT/OWNER: BONANZA REALTY, LLC - Request for an Extension of Time for an approved Rezoning (Z-0046-02) FROM: R-2 (MEDIUM LOW DENSITY RESIDENTIAL) AND C-M (COMMERCIAL/INDUSTRIAL) TO: C-1 (LIMITED COMMERCIAL) on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN 139-27-707-008, 139-27-712-046 through 051 and 139-27-810-001 through 004), Ward 5 (Weekly). Staff recommends APPROVAL
94. EOT-5403 - APPLICANT/OWNER: BONANZA REALTY, LLC - Request for an Extension of Time for an approved Site Development Plan Review [Z-0046-02(1)] FOR A 326 UNIT MULTI-FAMILY SENIOR APARTMENT COMPLEX WITH 20,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN 139-27-707-008, 139-27-712-046 through 051 and 139-27-810-001 through 004), R-2 (Medium Low Density Residential) and C-M (Commercial/Industrial) Zones under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Weekly). Staff recommends APPROVAL
95. EOT-5404 - APPLICANT/OWNER: BONANZA REALTY, LLC - Request for an Extension of Time for an approved Special Use Permit (U-0114-02) WHICH ALLOWED A MULTI-FAMILY SENIOR APARTMENT COMPLEX on 2.87 acres adjacent to the northeast corner of Main Street and Bonanza Road (APN 139-27-707-008, 139-27-712-046 through 051 and 139-27-810-001 through 004), R-2 (Medium Low Density Residential) and C-M (Commercial/Industrial) Zones under Resolution of Intent to C-1 (LIMITED COMMERCIAL), Ward 5 (Weekly). Staff recommends APPROVAL
96. EOT-5436 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Site Development Plan Review [Z-0076-98(18)] WHICH ALLOWED A 8,144 SQUARE FOOT COMMERCIAL DEVELOPMENT on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL
97. EOT-5437 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0116-00) WHICH ALLOWED A RESTAURANT WITH DRIVE-THROUGH on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL
98. EOT-5438 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0161-00) WHICH ALLOWED RESTRICTED GAMING IN CONJUNCTION WITH A CONVENIENCE STORE on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL
99. EOT-5439 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0115-00) WHICH ALLOWED THE SALE OF PACKAGED LIQUOR FOR OFF-PREMISE CONSUMPTION IN CONJUNCTION WITH A CONVENIENCE STORE on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - CONSENT

100. EOT-5440 - APPLICANT/OWNER: NEVADA ACQUISITIONS, LLC - Request for an Extension of Time of an approved Special Use Permit (U-0114-00) WHICH ALLOWED FUEL PUMPS IN CONJUNCTION WITH A PROPOSED CONVENIENCE STORE on 2.19 acres adjacent to the northwest corner of Centennial Parkway and Durango Drive (APN 125-20-402-008), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

101. DIR-5444 - APPLICANT/OWNER: CANYON GATE AT LAS VEGAS, INC. - Request for a Water Feature Exemption TO ALLOW THE OPERATION OF TWO WATER FEATURES for a Single Family Development and Golf Course adjacent to the north side of Sahara Avenue, approximately 1,000 feet west of Durango Drive, (APN 163-05-813-019 and 047), Ward 1 (Moncrief). Staff recommends APPROVAL
102. RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 9 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL. NOTE: THIS ITEM IS BEING RENOTICED AS THE PREVIOUS NOTICE SENT FOR THE OCTOBER 20, 2004 CITY COUNCIL MEETING HAD AN ERROR REGARDING THE PREVIOUSLY APPROVED HOURS OF DELIVERY
103. ROC-5384 - PUBLIC HEARING - APPLICANT/OWNER: RANCHO COURTYARD, LLC - Request for a Review of Condition Number 10 of an approved Rezoning (Z-0013-01) TO ELIMINATE THE REQUIREMENT FOR A MASTER SIGN PLAN TO BE SUBMITTED FOR APPROVAL OF PLANNING COMMISSION AND CITY COUNCIL PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY BUILDING ON THE SITE for an approved office building on 2.82 acres adjacent to the east side of Rancho Drive, approximately 300 feet south of Charleston Boulevard (APN 162-04-101-021), R-E (Residence Estates) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 1 (Moncrief). Staff recommends APPROVAL
104. ROC-5406 - PUBLIC HEARING - APPLICANT/OWNER: ASTORIA HOMES - Request for a Review of Condition Number 5 of an approved Site Development Plan Review (SDR-2669) TO ALLOW A 6 FOOT CORNER SIDE YARD SETBACK WHERE 9 FEET IS THE MINIMUM SETBACK REQUIRED for an approved 282 lot single family detached cluster development on 30.85 acres approximately 660 feet east of Cliff Shadows Parkway, between Gilmore Avenue and Gowan Road (APN 137-12-212-001 through 282), PD (Planned Development) Zone and U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends APPROVAL
105. ROC-5445 - PUBLIC HEARING - APPLICANT/OWNER: CARINA CORPORATION - Request for a Review of Condition Number 5 of an approved Site Development Plan Review (SDR-4370) TO ALLOW A 5 FOOT SIDE YARD SETBACK WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED FOR LOTS THAT HAVE A SIDE PROPERTY LINE ADJACENT TO HUALAPAI WAY (LOTS 3, 4, 9, 10, 15 and 16 ON THE APPROVED SITE PLAN) for an approved 68 lot single family 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] under Resolution of Intent to R-PD7 (Residential Planned Development - 7 Units Per Acre), Ward 6 (Mack). Staff recommends APPROVAL
106. SDR-4978 - PUBLIC HEARING - APPLICANT: LAS TUNIS, LLC - OWNER: CLARK COUNTY DEVELOPMENT CORPORATION - Request for a Site Development Plan Review FOR A 5,660 SQUARE FOOT MEDICAL OFFICE BUILDING AND WAIVERS OF TRASH ENCLOSURE SEPARATION, FRONT YARD SETBACK, AND WIDTH OF PERIMETER LANDSCAPING on 0.45 acres on James Bilbray Drive, approximately 120 feet south of Smoke Ranch Road (APN 138-23-110-032), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

107. SDR-5190 - PUBLIC HEARING - APPLICANT: MG PROPERTIES - OWNER: MARTIN W. GREENWALD - Request for a Site Development Plan Review FOR A 7,660 SQUARE FOOT COMMERCIAL ADDITION AND WAIVERS FROM PERIMETER LANDSCAPING REQUIREMENTS on 2.0 acres adjacent to the northeast corner of Rancho Drive and Lone Mountain Road (APN 125-35-401-006), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

108. SDR-5198 - PUBLIC HEARING - APPLICANT/OWNER: WILTON PARTNERS ARVILLE NO. 8, LLC - Request for a Site Development Plan Review FOR A 11,739 SQUARE FOOT COMMERCIAL BUILDING AND WAIVERS OF BUILDING PLACEMENT, FOUNDATION LANDSCAPING ALONG THE SIDEWALK, AND LANDSCAPE BUFFER STANDARDS on 1.49 acres on the west side of Arville Street, approximately 250 feet north of Sahara Avenue, (APN 162-06-412-003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

109. MOD-5267 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Major Modification to the Las Vegas Medical District PLAN IN ORDER TO REDUCE HEIGHT AND SETBACK RESTRICTIONS ON MIXED-USE DEVELOPMENTS, LIST THEM AS A SPECIFIC USE ON THE TABLE OF PERMITTED USES, PROVIDE FOR THE INCORPORATION OF THE LIVE/WORK ORDINANCE, AND CLARIFY THE TABLE OF PERMITTED USES TO UPDATE TERMINOLOGY, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

110. VAC-5130 - PUBLIC HEARING - APPLICANT: RYLAND HOMES - OWNER: CLIFFS EDGE, LLC - Petition to Vacate public rights-of-way generally located west of Puli Road, north of Centennial Parkway, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

111. VAC-5131 - PUBLIC HEARING - APPLICANT: RYLAND HOMES - OWNER: CLIFFS EDGE, LLC - Petition to Vacate U. S. Government Patent Reservations generally located west of Puli Road, north of Centennial Parkway, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

112. VAR-5114 - PUBLIC HEARING - APPLICANT/OWNER: OR INVESTMENT GROUP, LLC - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Variance TO ALLOW A 60-FOOT REAR YARD SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 408 FEET FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF TWO 10-STORY, 132-FOOT TALL BUILDINGS, A 12-STORY, 150-FOOT TALL BUILDING AND TWO 16-STORY, 195-FOOT TALL BUILDINGS on 5.84 acres adjacent to the west side of Rancho Drive, approximately 180 feet south of Lake Mead Boulevard (APN 139-19-611-002), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-3 vote) and staff recommend DENIAL

113. SUP-5111 - PUBLIC HEARING - APPLICANT/OWNER: OR INVESTMENT GROUP, LLC - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF TWO 10-STORY, 132-FOOT TALL BUILDINGS, A 12-STORY, 150-FOOT TALL BUILDING AND TWO 16-STORY, 195-FOOT TALL BUILDINGS adjacent to the west side of Rancho Drive, approximately 180 feet south of Lake Mead Boulevard (APN 139-19-611-002), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-3 vote) and staff recommend DENIAL

114. SDR-5109 - PUBLIC HEARING - APPLICANT/OWNER: OR INVESTMENT GROUP, LLC - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Site Development Plan Review and a Waiver of the Commercial Development Standards to allow a three-foot front yard setback where 20 feet is the minimum required FOR A PROPOSED MIXED-USE DEVELOPMENT CONSISTING OF 504 RESIDENTIAL CONDOMINIUM UNITS AND 90,000 SQUARE FEET OF RETAIL SPACE IN TWO 10-STORY, 132-FOOT TALL BUILDINGS, A 12-STORY, 150-FOOT TALL BUILDING AND TWO 16-STORY, 195-FOOT TALL BUILDINGS on 5.84 acres adjacent to the west side of Rancho Drive, approximately 180 feet south of Lake Mead Boulevard (APN 139-19-611-002), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (4-3 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

115. VAR-5202 - PUBLIC HEARING - APPLICANT/OWNER: KEVIN R. AND BARBARA SIPES - Request for a Variance TO ALLOW A 2.94 ACRE DEVELOPMENT WHERE 5 ACRES IS REQUIRED FOR A RESIDENTIAL PLANNED DEVELOPMENT on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

116. ZON-5203 - PUBLIC HEARING - APPLICANT/OWNER: KEVIN R. AND BARBARA SIPES - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

117. SDR-5204 - PUBLIC HEARING - APPLICANT/OWNER: KEVIN R. AND BARBARA SIPES - Request for a Site Development Plan Review FOR A PROPOSED 7 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 2.94 acres adjacent to the west side of Decatur Boulevard, approximately 100 feet south of Gilmore Avenue (APN 138-12-601-005), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

118. RQR-5168 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required One Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-I (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL

119. RQR-5164 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: S&S # 2, LLC - Required Two Year Review of an Approved Special Use Permit (U-0042-95) WHICH ALLOWED A 50 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 410 North Eastern Avenue (APN 139-36-210-003), C-I (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

120. RQR-5165 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: LIPKIN 1992 TRUST - Required Two Year Review of an Approved Special Use Permit (U-104-02) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1501 Western Avenue (APN 162-04-605-005), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

121. RQR-5166 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: RANCHO DRIVE, LLC - Required Two Year Review of an Approved Special Use Permit (U-0037-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN on the east side of Rancho Drive, approximately 200 feet south of Rainbow Boulevard (APN 125-35-401-001), C-I (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

122. RQR-5167 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: HAL-STAN, INC. - Required Two Year Review of an Approved Special Use Permit (U-0038-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3500 North Rancho Drive (APN 138-12-710-044), C-I (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL

123. RQR-5169 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: STEVE & RAYNELL PHILLIPS - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an Approved Special Use Permit (U-0027-95) WHICH ALLOWED A 40 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6651 West Charleston Boulevard (APN 163-02-104-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation], Ward 1 (Moncrief). The Planning Commission (6-1 vote) recommends DENIAL. Staff recommends APPROVAL

124. RQR-5170 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: BOYS CLUBS OF CLARK COUNTY, INC. - Required Two Year Review of an Approved Special Use Permit (U-0041-95) WHICH ALLOWED A 55 FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 2800 Marlin Avenue (APN 139-36-213-001), R-4 (High Density Residential) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

125. RQR-5171 - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING.- OWNER: Z J & R PROPERTIES, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3900 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-1 vote) and staff recommend DENIAL

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

127. SUP-4694 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: RICHARD AND BARBARA STIMAC AND KAY RODRIGUEZ - Request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 7075 West Craig Road (APN 138-03-701-003), C-1 (Limited Commercial) Zone Ward 6 (Mack). The Planning Commission (6-0 vote) and staff recommend APPROVAL

128. SUP-4830 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: TWIN LAKES BAPTIST CHURCH - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A 40 FOOT HIGH, 14 FOOT BY 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the northwest corner of Westcliff Drive and Rainbow Boulevard (APN 138-27-802-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Wolfson). The Planning Commission (6-1 vote) and staff recommend DENIAL

129. SUP-5072 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: PDC AUTO TITLE LOAN - OWNER: CHARLESTON HEIGHTS DEVELOPMENT COMPANY - Request for a Special Use Permit and Waivers of the Separation Distance Standards to allow a zero-foot distance from a parcel with a similar use where 1,000 feet is the minimum required; to allow a zero-foot distance from residential uses where 200 feet is the minimum required; and a Waiver of floor area standards to allow 800 square feet where 1,500 square feet is the minimum required FOR A PROPOSED AUTO TITLE LOAN BUSINESS at 6708 West Cheyenne Avenue (APN 138-10-816-007), C-1 (Limited Commercial) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (4-2-1 vote) recommends APPROVAL

130. SUP-5228 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GARTH W. LAMB - OWNER: GARTH W. LAMB AND SHARI L. HUMBLE-LAMB - Request for a Special Use Permit FOR AN EXISTING ANIMAL HOSPITAL, CLINIC, OR SHELTER WITH OUTSIDE PENS AND A PROPOSED ADDITION TO THE HOSPITAL at 5000 North Jones Boulevard (APN 125-36-302-005), R-E (Residence Estates), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

131. SDR-5094 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: GARTH W. LAMB - OWNER: GARTH W. LAMB AND SHARI L. HUMBLE-LAMB - Request for a Site Development Plan Review and a Waiver of perimeter landscaping standards FOR A PROPOSED 2,890 SQUARE-FOOT ADDITION TO AN EXISTING ANIMAL HOSPITAL WITH OUTSIDE PENS on 2.18 acres at 5000 North Jones Boulevard (APN 125-36-302-005), R-E (Residence Estates), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

132. SUP-5136 - PUBLIC HEARING - APPLICANT: LLANTERA NEVADA, LLC - OWNER: LINDA L. BASCOS - Request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MINOR at 4350 East Bonanza Road (APN 140-30-803-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

133. SUP-5137 - PUBLIC HEARING - APPLICANT: LLANTERA NEVADA, LLC - OWNER: LINDA L. BASCOS - Request for a Special Use Permit FOR A CAR WASH (FULL SERVICE) at 4350 East Bonanza Road (APN 140-30-803-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

134. SUP-5148 - PUBLIC HEARING - APPLICANT/OWNER: ROBERTA J. GOOD AND RICHARD C. GOOD - Request for a Special Use Permit FOR A PROPOSED GUEST HOUSE/CASITA TO EXCEED THE HEIGHT OF THE MAIN DWELLING BY ONE FOOT TWO INCHES AND HAVE THREE OCCUPANT ROOMS WHERE ONE OCCUPANT ROOM IS ALLOWED at 6600 Buckskin Avenue (APN 138-11-312-018), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

135. SUP-5181 - PUBLIC HEARING - APPLICANT/ OWNER: STREAMLINE TOWER, LLC - Request for a Special Use Permit FOR A 22 STORY, 24,000 SQUARE FOOT, MIXED USE DEVELOPMENT adjacent to the southeast corner of Las Vegas Boulevard and Ogden Avenue (APN 139-34-611-001, 011 and 012), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

136. SDR-5180 - PUBLIC HEARING - APPLICANT/OWNER: STREAMLINE TOWER, LLC - Request for a Site Development Plan Review FOR A 267 FOOT TALL, 251 UNITS AND 24,000 SQUARE FEET OF COMMERCIAL IN A MIXED USE DEVELOPMENT WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN on 1.03 acres adjacent to the southeast corner of Las Vegas Boulevard and Ogden Avenue (APN 139-34-611-001, 011 and 012), C-2 (General Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

137. SUP-5189 - PUBLIC HEARING - APPLICANT: JEFF & KELLI WOLF - OWNER: RANCHO PINES, LP - Request for a Special Use Permit FOR A THERAPEUTIC MASSAGE ESTABLISHMENT AND A WAIVER FROM THE 400 FOOT DISTANCE SEPARATION REQUIREMENT FROM A CHILD CARE FACILITY at 4588 North Ranchó Drive, Suite #12 (APN 138-02-214-002), C-1 (Limited Commercial) Zone, Ward 6 (Mack). (NOTE: This item to be heard in conjunction with Morning Session Item 74) The Planning Commission (7-0 vote) and staff recommend APPROVAL

138. SUP-5191 - PUBLIC HEARING - APPLICANT/OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Special Use Permit FOR A CHILD CARE CENTER TO ACCOMMODATE A MAXIMUM OF 186 CHILDREN adjacent to the southwest corner of Tule Springs Road and Farm Road (a portion of APN 125-16-301-001 and 002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

139. SDR-5192 - PUBLIC HEARING - APPLICANT/OWNER: SANDCASTLE ENTERPRISES, INC. - Request for a Site Development Plan Review FOR A CHILD CARE CENTER on 1.53 acres adjacent to the southwest corner of Tule Springs Road and Farm Road (a portion of APN 125-16-301-001 and 002), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

140. SUP-5215 - PUBLIC HEARING - APPLICANT: DAVID VANZANTEN - OWNER: JAMES POLLINS AND LUISA TAPIA - Request for a Special Use Permit FOR A TAVERN AND FOR A WAIVER OF THE 1,500 FOOT MINIMUM DISTANCE SEPARATION REQUIREMENT FROM A RELIGIOUS FACILITY at 9 West Charleston Boulevard (APN 162-03-110-109), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

141. ZON-4991 - PUBLIC HEARING - APPLICANT: RANDY BLACK, JR. - OWNER: DURANGO TOWN CENTER, LLC AND JIM MARSH AMERICAN CORPORATION - Request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER), on 4.79 acres adjacent to the southeast corner of Regena Avenue and Riley Street (APN 125-29-502-010), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

142. SDR-4985 - PUBLIC HEARING - APPLICANT: RANDY BLACK, JR. - OWNER: DURANGO TOWN CENTER, LLC AND JIM MARSH AMERICAN CORPORATION - Request for a Site Development Plan Review FOR A MEDICAL/PROFESSIONAL/RETAIL DEVELOPMENT on 22.31 acres adjacent to the southeast corner of Regena Avenue and Riley Street (APN 125-29-502-010 and 125-29-510-006, 125-29-601-002 and 020), U (Undeveloped) Zone [T-C (Town Center) General Plan Designation] and TC (Town Center) [PROPOSED: T-C (Town Center)] Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

143. ZON-5176 - PUBLIC HEARING - APPLICANT/OWNER: NEVADA H.A.N.D., INC., ET AL - Request for a Rezoning FROM: R-3 (MEDIUM DENSITY RESIDENTIAL) TO: R-5 (APARTMENT) on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 139-35-211-087, 088, 089, 090 and 091), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

144. SDR-5177 - PUBLIC HEARING - APPLICANT/OWNER: NEVADA H.A.N.D., INC., ET AL - Request for a Site Development Plan Review FOR A PROPOSED 5 STORY, 60 UNIT, MULTI-FAMILY DEVELOPMENT on 0.80 acres adjacent to the southwest corner of Stewart Avenue and 13th Street (APN 135-35-211-087, 088, 089, 090 and 091), R-3 (Medium Density Residential) Zone [PROPOSED: R-5 (Apartment)], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

145. GPA-5120 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: GC (GENERAL COMMERCIAL) TO: ML (MEDIUM-LOW DENSITY RESIDENTIAL) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

146. ZON-5121 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request for a Rezoning FROM: U (UNDEVELOPED) [GC (GENERAL COMMERCIAL) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO C-2 (GENERAL COMMERCIAL) TO: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT - 8 UNITS PER ACRE) on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

147. VAR-5124 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request for a Variance TO ALLOW 0.44 ACRES OF OPEN SPACE WHERE 0.66 ACRES IS THE MINIMUM REQUIRED FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), GC (General Commercial) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units per Acre)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

148. SDR-5122 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RONALD MICH'L AND CAROLYN MICH'L, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 40-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.00 acres adjacent to the southeast corner of Charleston Boulevard and Lindell Road (APN 163-01-501-001 and 002), U (Undeveloped) Zone [GC (General Commercial) General Plan Designation] under Resolution of Intent to C-2 (General Commercial) Zone [PROPOSED: R-PD8 (Residential Planned Development - 8 Units per Acre)], Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission recommends APPROVAL

149. GPA-5015 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to Amend portions of the Downtown North Land Use Plan and the Downtown Centennial Plan to add the Scenic Byway as an Urban Trail along both sides of Las Vegas Boulevard between Washington and Sahara Avenues, Wards 1 and 5 (Moncrief and Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

150. GPA-5016 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend the Downtown North Land Use Plan to add the Cultural Corridor Trail, located on the west side of Las Vegas Boulevard between Washington Avenue and Bonanza Road, as an Urban Trail, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

151. GPA-5157 - PUBLIC HEARING - OWNER/APPLICANT: CITY OF LAS VEGAS - Request to amend the Master Plan Recreation and Transportation Trail Elements TO RE-DESIGNATE PORTIONS OF PROPOSED ALIGNMENTS IN DEVELOPED AREAS AS PEDESTRIAN PATHS, Ward 1, 3, 4, 5 and 6 (Moncrief, Reese, Brown, Weekly and Mack); AND TO REVISE CROSS SECTIONS, All Wards. The Planning Commission (6-1 vote) and staff recommend APPROVAL

152. GPA-5194 - PUBLIC HEARING - APPLICANT/OWNER: MARIA TORRES AND JOSE TORRES - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: R (RURAL DENSITY RESIDENTIAL) TO: L (LOW DENSITY RESIDENTIAL) on 0.46 acres at 2665 North Jones Boulevard (APN 138-14-704-015), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

PLANNING & DEVELOPMENT - DISCUSSION

153. GPA-5278 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend Policy 3.4.1 of the Las Vegas 2020 Master Plan, which currently reads as follows: "That a minimum of 30 percent of available BLM lands be planned for recreational and parks uses within the northwest sector of the city, in the general vicinity of the intersection of Kyle Canyon Road and US 95", to the following: "That a minimum of 30 percent of available BLM lands be planned as open space within the Centennial Hills Sector of the City of Las Vegas through the adoption of an open space plan". And to amend Policy 3.4.3, which currently reads as follows: "That a minimum of 20 percent of available BLM lands within the Kyle Canyon area be made available for the development of a high technology business park, research and higher education, within the northwest sector of the city", to the following: "That an adequate amount of available BLM lands within the Centennial Hills Sector of the City of Las Vegas be made available for the development of a high technology business park, research facility and/or higher education facility", Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend APPROVAL

154. GPA-5075 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request to amend a portion of the Southwest Sector of the General Plan FROM: SC (SERVICE COMMERCIAL) AND ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO M (MEDIUM DENSITY RESIDENTIAL) on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

155. ZON-5076 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) AND ML (MEDIUM-LOW DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATIONS] TO: R-PD14 (RESIDENTIAL PLANNED DEVELOPMENT - 14 UNITS PER ACRE) on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

156. VAR-5336 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SEPARATION OF 52 FEET WHERE 90 FEET IS THE MINIMUM DISTANCE REQUIRED FROM SINGLE-FAMILY DEVELOPMENT FOR A PROPOSED 140-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), U (Undeveloped) Zone [SC (Service Commercial) and ML (Medium-Low Density Residential) General Plan Designations] [PROPOSED: R-PD14 (Residential Planned Development - 14 Units Per Acre)], Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

157. SDR-5077 - PUBLIC HEARING - APPLICANT: PN II INC. DBA PULTE HOMES - OWNER: USA - BUREAU OF LAND MANAGEMENT - Request for a Site Development Plan Review FOR A PROPOSED 140-UNIT CONDOMINIUM DEVELOPMENT on 10.16 acres at 8324 West Charleston Boulevard (APN 138-33-401-015), U (Undeveloped) Zone [SC (Service Commercial) and ML (Medium-Low Density Residential) General Plan Designations] [PROPOSED: R-PD14 (Residential Planned Development - 14 Units Per Acre)], Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

158. GPA-5182 - PUBLIC HEARING - APPLICANT/OWNER: INFIELDFIELD DEVELOPMENT II, LLC AND JOHN D. FIELD - Request to Amend a portion of the Centennial Hills Interlocal Land Use Plan of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 2.49 acres adjacent to the southwest corner of Alexander Road and Leon Avenue (APN 138-12-110-021 and 022), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL. (NOTE: The applicant requests to withdraw the portion of this application for APN 138-12-110-022; and to hold the remaining portion of the application for APN 138-12-110-021 to the 1/19/05 City Council meeting)

159. ZON-5183 - PUBLIC HEARING - APPLICANT/OWNER: INFIELDFIELD DEVELOPMENT II, LLC AND JOHN D. FIELD - Request for a Rezoning FROM: O (OFFICE) TO: C-1 (LIMITED COMMERCIAL) on 2.49 acres adjacent to the southwest corner of Alexander Road and Leon Avenue (APN 138-12-110-021 and 022), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL. (NOTE: The applicant requests to withdraw the portion of this application for APN 138-12-110-022; and to hold the remaining portion of the application for APN 138-12-110-021 to the 1/19/05 City Council meeting. Companion items will be SDR-5573 and VAR-5575 going on the 1/19/05 City Council meeting also.)

PLANNING & DEVELOPMENT - DISCUSSION

160. SDR-5184 - PUBLIC HEARING - APPLICANT/OWNER: INFIELD DEVELOPMENT II, LLC AND JOHN D. FIELD - Request for a Site Development Plan Review FOR A 14,000 SQUARE FOOT OFFICE BUILDING AND A 17,250 SQUARE FOOT COMMERCIAL BUILDING AND A WAIVER OF THE COMMERCIAL DEVELOPMENT STANDARDS TO ALLOW A 10 FOOT REAR SETBACK WHERE 20 FEET IS REQUIRED on 2.49 acres adjacent to the southwest corner of Alexander Road and Leon Avenue (APN 138-12-110-021 and 022), O (Office) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL. (NOTE: The applicant requests to withdraw the portion of this application for APN 138-12-110-021)

161. GPA-5205 - PUBLIC HEARING - APPLICANT: SANSONE DEVELOPMENT - OWNER: BUREAU OF LAND MANAGEMENT - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: PF (PUBLIC FACILITIES) TO: SC (SERVICE COMMERCIAL) on 4.18 acres adjacent to the southwest corner of Lake Mead Boulevard and Rock Springs Drive (APN 138-22-701-005), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL

162. ZON-5206 - PUBLIC HEARING - APPLICANT: SANSONE DEVELOPMENT - OWNER: BUREAU OF LAND MANAGEMENT - Request for a Rezoning FROM: U (UNDEVELOPED) [PF (PUBLIC FACILITIES) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 4.18 acres adjacent to the southwest corner of Lake Mead Boulevard and Rock Springs Drive (APN 138-22-701-005), Ward 4 (Brown). The Planning Commission (7-0 vote) and staff recommend APPROVAL

163. GPA-5034 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: H (HIGH DENSITY RESIDENTIAL) on 16.78 acres north of Alta Drive and west of Martin L. King Boulevard (APN 139-33-202-005), Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

164. ZON-4941 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: R-PD50 (RESIDENTIAL PLANNED DEVELOPMENT - 50 UNITS PER ACRE) on 16.78 acres north of Alta Drive and west of Martin L. King Boulevard (APN 139-33-202-005), Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

165. VAR-5035 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request for a Variance TO ALLOW A 20 FOOT SETBACK WHERE 1,212 FEET IS REQUIRED on 16.78 acres north of Alta Drive and west Martin L. King Boulevard (APN 139-33-202-005), C-1 (Limited Commercial) Zone [PROPOSED: R-PD50 (Residential Planned Development - 50 Units Per Acre)], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

166. SDR-5155 - PUBLIC HEARING - APPLICANT: AMBLING MULTI-FAMILY DEVELOPMENT - OWNER: ALTA MLK, LLC - Request for a Site Development Plan FOR A PROPOSED 21 STORY, 840 UNIT CONDOMINIUM DEVELOPMENT IN THREE BUILDINGS on 16.78 acres north of Alta Drive and west of Martin L. King Boulevard (APN 139-33-202-005), C-1 (Limited Commercial) Zone [PROPOSED: R-PD50 (Residential Planned Development - 50 Units Per Acre)], Ward 5 (Weekly). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

167. SUP-5196 - NOT TO BE HEARD BEFORE 4:00 P.M. - PUBLIC HEARING - APPLICANT: GARY R. BRENNAN - OWNER: JAE SUM KIM AND MIMI KIM - Appeal filed by the Applicant from the Denial by the Planning Commission of a Request for a Special Use Permit FOR A 445 UNIT RESIDENCE HOTEL adjacent to the southeast corner of Rainbow Boulevard and Rancho Drive (APN 125-35-401-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

168. SDR-5197 - NOT TO BE HEARD BEFORE 4:00 P.M. - PUBLIC HEARING - APPLICANT: GARY R. BRENNAN - OWNER: JAE SUM KIM AND MIMI KIM - Appeal filed by the Applicant from the Denial by the Planning Commission of a Request for a Site Development Plan Review FOR A 445 UNIT RESIDENCE HOTEL on 7.8 acres adjacent to the southeast corner of Rainbow Boulevard and Rancho Drive (APN 125-35-401-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

SET DATE

169. 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

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

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

RECEIVED
CITY CLERK

2004 DEC 17 A 10:21

AFFP DISTRICT COURT
Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK)

SS:

Donna Stark, being 1st duly sworn, deposes and says:

That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for,

LV CITY CLERK
3716545

2296311LV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 3 edition(s) of said newspaper issued from 11/29/2004 to 12/13/2004, on the following days: NOV. 29, DEC. 6, 13, 2004

Signed: _____

Donna Stark

SUBSCRIBED AND SWORN BEFORE ME THIS THE _____

15

day of _____ 2004

December

Mary B. Sheffield

Notary Public

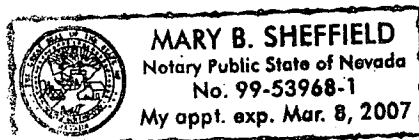


Exhibit "C"

(Attach minutes of public hearing on December 15, 2004)

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

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Public hearing on local improvement district for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) (\$177,528.56 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$177,528.56
☒ Budget Funds Available	Dept./Division:	Public Works/SID
☐ Augmentation Required	Funding Source:	Capital Projects Fund/Special Assessments

PURPOSE/BACKGROUND:

Public hearing on the Final Assessment Roll for the construction and installation of pavement, curb and gutter, sidewalks, driveway approaches, water laterals, sewer laterals, and streetlights.

RECOMMENDATION:

Public Hearing only; no action required

BACKUP DOCUMENTATION:

1. Public hearing notice
2. Submitted at City Council - Protest letter from Mr. and Mrs. McMahon

MOTION:

Report Given

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

DICK GOECKE, Director of Public Works Department, informed the City Council that the improvements for sidewalks, curb and gutter, sanitary sewer, sewer and water laterals cost a total of \$13,729,500, of which \$177,528.56 was assessed. The item is in order.

VINCENT GIN, 2199 Natalie Avenue, appeared to protest a proposed project in the vicinity of West Owens Avenue and Martin Luther King Boulevard (MLK). The proposal would remove two driveways off of MLK and one off of Owens Avenue. This would eliminate access to his business located at 1451 West Owens Avenue. COUNCILMAN WEEKLY clarified that the item MR. GIN was referring to did not involve this application. That project would come before the City Council at a later date. He suggested MR. GIN contact CHARLIE KAJKOWSKI and CHERI EDELMAN, City Engineers, Public Works Department, as they are working with the residents and the business owners in that area to discuss the MLK widening project.

MAYOR GOODMAN declared the Public Hearing closed.

(1:28 - 1:32)

2-676

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

Barbara Jo Ronemus does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

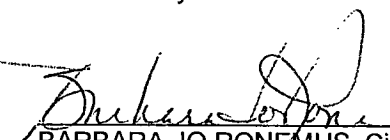
2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1478 – VEGAS DRIVE (RANCHO DRIVE TO I-15)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on November 24, 2004, being at least twenty (20) days prior to the hearing, on December 15, 2004 to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

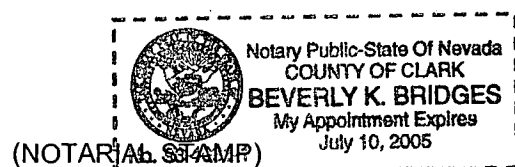
5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.


BARBARA JO RONEMUS, City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this January 26, 2005.

My commission expires 7/10/2005




Notary Public

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

City of Las Vegas
Special Improvement District No. 1478
Vegas Dr./Owens Ave. (Rancho Dr. to Interstate-15)

Date: October 26, 2004
Page 2 of 9

Final Assessment Roll No. 2004-7

ASSESSOR'S PARCEL NUMBER	PROPERTY DESCRIPTION	PROPERTY OWNER	MARKET VALUE	ESTIMATED MAXIMUM BENEFIT	ASSESSMENT AMOUNT
139-20-403-001	DOC: 20040409:03900 DATE: 04/09/04 PARCEL MAP FILE 57 PAGE 90 LOT 2	NUCLEUS INVESTMENTS INC 1331 RALSTON DR LAS VEGAS NV 89106-2029	\$33,000.00	\$3,352.91	\$2,693.06
139-20-403-002	DOC: 20040409:03900 DATE: 04/09/04 PARCEL MAP FILE 57 PAGE 90 LOT 1	NUCLEUS INVESTMENTS INC 1331 RALSTON DR LAS VEGAS NV 89106-2029	\$118,510.00	\$52,330.16	\$26,719.46
139-20-411-006	DOC:20040819:00135 DATE: 08/19/04 SEBEC ACRES PLAT BOOK 2 PAGE 28 PT LOT 6	FORD FAMILY TRUST FORD DONALD F & LINDA M TRS 3046 VEGAS DR LAS VEGAS NV 89106-1314	\$92,710.00	\$2,008.89	\$1,877.69
139-20-411-007	DOC: 20040819:00135 DATE: 08/19/04 SEBEC ACRES PLAT BOOK 2 PAGE 28 PT LOT 6	FORD FAMILY TRUST FORD DONALD F & LINDA M TRS 3042 VEGAS DR LAS VEGAS NV 89106-1314	\$34,490.00	\$2,553.44	\$2,205.56
139-20-411-008	DOC: 19981026:01635 DATE: 10/26/98 SEBEC ACRES PLAT BOOK 2 PAGE 28 PT LOT 7	MAITLESS JOSEPH M & RUTH REV TR MAITLESS JOSEPH MEIR & RUTH TRS 3437 KENNETH DR PALO ALTO CA 94303-4219	\$49,800.00	\$5,271.16	\$4,208.29

City of Las Vegas
Special Improvement District No. 1478
Vegas Dr./Owens Ave. (Rancho Dr. to Interstate-15)

Date: October 26, 2004
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Final Assessment Roll No. 2004-7

ASSESSOR'S PARCEL NUMBER	PROPERTY DESCRIPTION	PROPERTY OWNER	MARKET VALUE	ESTIMATED MAXIMUM BENEFIT	ASSESSMENT AMOUNT
139-20-411-009	DOC: 19981026:01635 DATE: 10/26/98 SEBEC ACRES PLAT BOOK 2 PAGE 28 PT LOT 8	MAITLESS JOSEPH M & RUTH REV TR MAITLESS JOSEPH MEIR & RUTH TRS 3437 KENNETH DR PALO ALTO CA 94303-4219	\$383,340.00	\$9,404.55	\$4,469.76
139-20-411-010	DOC: 19991018:00157 DATE: 10/18/99 SEBEC ACRES PLAT BOOK 2 PAGE 28 LOT 9	MCGEE RICKY M & MELBA L 3028 VEGAS DR LAS VEGAS NV 89106-1314	\$79,030.00	\$13,916.01	\$10,950.02
139-20-411-011	DOC: 20000404:00021 DATE: 04/04/00 SEBEC ACRES PLAT BOOK 2 PAGE 28 LOT 10	MCMAHON TONY & ROSEY 3022 VEGAS DR LAS VEGAS NV 89106-1314	\$154,370.00	\$5,428.90	\$3,453.85
139-22-402-007	DOC: 20040227:05255 DATE: 02/27/04 PARCEL MAP FILE 77 PAGE 18 LOT 1	SHOSHANI SABAH 1295 MORNING SUN WY LAS VEGAS NV 89110-2003	\$47,060.00	\$2,763.21	\$2,010.43
139-22-403-001	DOC: 20040121:03048 DATE: 01/21/04 PARCEL MAP FILE 48 PAGE 67 LOT 2	ROLLINS KENNETH E BRAIMOH GWENDOLYN CHANEY 8208 DEFIANCE AVE LAS VEGAS NV 89129-6850	\$34,800.00	\$2,251.52	\$1,123.84

City of Las Vegas
Special Improvement District No. 1478
Vegas Dr./Owens Ave. (Rancho Dr. to Interstate-15)

Date: October 26, 2004
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Final Assessment Roll No. 2004-7

ASSESSOR'S PARCEL NUMBER	PROPERTY DESCRIPTION	PROPERTY OWNER	MARKET VALUE	ESTIMATED MAXIMUM BENEFIT	ASSESSMENT AMOUNT
139-27-111-007	DOC: 0214:0174097 DATE: 09/22/59 VALLEY VIEW ADD PLAT BOOK 1 PAGE 50 BLOCK 21 LOT 9	HALES ROSIE LEE 213 HARRISON AVE LAS VEGAS NV 89106-3011	\$45,490.00	\$1,174.69	\$479.53
139-27-111-008	DOC: 2115:2074030 DATE: 05/24/85 VALLEY VIEW ADD PLAT BOOK 1 PAGE 50 BLOCK 21 LOT 7 & LOT 8	GEORGE DAVID N & PATRICIA ANN 301 W VAN BUREN LAS VEGAS NV 89106-3035	\$17,600.00	\$4,127.35	\$2,500.31
139-27-111-009	DOC: 19991105:00874 DATE: 11/05/99 VALLEY VIEW ADD PLAT BOOK 1 PAGE 50 BLOCK 9 LOT 12	GERACI STEPHEN S ETAL 1800 GOLDEN SKY DR LAS VEGAS NV 89106-1331	\$10,000.00	\$1,446.47	\$395.01
139-27-111-086	DOC: 19950331:02357 DATE: 03/31/95 VALLEY VIEW ADD PLAT BOOK 1 PAGE 50 BLOCK 21 LOT 10	GIBSON SHARON LEE ETAL 209 W HARRISON AVE LAS VEGAS NV 89106-3011	\$19,800.00	\$554.48	\$350.20
139-27-111-088	DOC: 19950331:02357 DATE: 03/31/95 VALLEY VIEW ADD PLAT BOOK 1 PAGE 50 BLOCK 21 LOT 12	GIBSON SHARON LEE ETAL 3915 COMB CT LAS VEGAS NV 89104-5004	\$18,170.00	\$1,723.90	\$1,063.91

City of Las Vegas
Special Improvement District No. 1478
Vegas Dr./Owens Ave. (Rancho Dr. to Interstate-15)

Date: October 26, 2004
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Final Assessment Roll No. 2004-7

ASSESSOR'S PARCEL NUMBER	PROPERTY DESCRIPTION	PROPERTY OWNER	MARKET VALUE	ESTIMATED MAXIMUM BENEFIT	ASSESSMENT AMOUNT
139-28-501-002	DOC: 19930608:01261 DATE: 06/08/93 PT NW4 NE4 SEC 28 20 61	GINN WAI CHUN 2199 NATALIE AVE LAS VEGAS NV 89109-1877	\$45,430.00	\$5,223.14	\$3,969.99
139-28-502-002	DOC: 20021115:01238 DATE: 11/15/02 PT NW4 NE4 SEC 28 20 61	WINDER AGNES IRR FAM LIV TR 1321 W OWENS AVE LAS VEGAS NV 89106-2433	\$89,490.00	\$6,611.94	\$4,384.47
139-28-502-003	DOC: 19910806:01040 DATE: 08/06/91 PARCEL MAP FILE 32 PAGE 51 LOT 1	KELMAR INC 1333 HEWITT ST LAS VEGAS NV 89106-1922	\$21,510.00	\$10,141.41	\$4,855.30
139-28-502-004	DOC: 1925:1884133 DATE: 05/22/84 PT NW4 NE4 SEC 28 20 61	HARGRAVES PAULINE 1333 HEWITT ST LAS VEGAS NV 89106-1922	\$134,680.00	\$5,995.84	\$4,781.65
139-28-502-005	DOC: 19961108:00111 DATE: 11/08/96 PT NW4 NE4 SEC 28 20 61	JACOBS JAMES 505 FREDRICK LAS VEGAS NV 89106-2625	\$37,510.00	\$22,201.36	\$20,484.95
139-28-502-006	DOC: 0888:0847302 DATE: 05/16/78 PT NW4 NE4 SEC 28 20 61	CHURCH BAPTIST BETHANY %H. ATKINSON 1300 WYATT LAS VEGAS NV 89106-2449	\$168,260.00	\$13,651.06	\$11,736.10

City of Las Vegas
Special Improvement District No. 1478
Vegas Dr./Owens Ave. (Rancho Dr. to Interstate-15)

Date: October 26, 2004
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Final Assessment Roll No. 2004-7

ASSESSOR'S PARCEL NUMBER	PROPERTY DESCRIPTION	PROPERTY OWNER	MARKET VALUE	ESTIMATED MAXIMUM BENEFIT	ASSESSMENT AMOUNT
139-28-502-007	DOC: 20020419:02166 DATE: 04/19/02 PT NW4 NE4 SEC 28 20 61	O'CONNELL OLIVETTE 9180 DESERT VILLAGE AVE LAS VEGAS NV 89147-7847	\$32,660.00	\$9,787.13	\$7,612.86
139-28-502-008	DOC: 19940511:01071 DATE: 05/11/94 PARCEL MAP FILE 37 PAGE 77 LOT 1	HUGHES LUCILLE %G WEIDEN 823 LAS VEGAS BLVD S LAS VEGAS NV 89101-6722	\$62,800.00	\$17,371.90	\$14,596.59
139-29-513-001	DOC: 0324:0283682 DATE: 05/03/73 NORMANDY EST SUB ADD PLAT BOOK 15 PAGE 95 BLOCK 2 LOT 7 & PT VAC ALLEY	HODGES EARLEAN 2200 GOLDHILL LAS VEGAS NV 89106-1978	\$18,400.00	\$13,343.25	\$10,403.66
139-29-513-002	DOC: 20040330:02747 DATE: 03/30/04 NORMANDY EST SUB ADD PLAT BOOK 15 PAGE 95 BLOCK 2 LOT 6 & PT VAC ALLEY	LUNING ASSOCIATES LP 3689 CHELAN BLVD MANSON WA 98831-9214	\$18,400.00	\$5,292.90	\$4,089.55

City of Las Vegas
Special Improvement District No. 1478
Vegas Dr./Owens Ave. (Rancho Dr. to Interstate-15)

Date: October 26, 2004
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Final Assessment Roll No. 2004-7

ASSESSOR'S PARCEL NUMBER	PROPERTY DESCRIPTION	PROPERTY OWNER	MARKET VALUE	ESTIMATED MAXIMUM BENEFIT	ASSESSMENT AMOUNT
139-29-513-003	DOC: 0848:0807942 DATE: 02/16/78 NORMANDY EST SUB ADD PLAT BOOK 15 PAGE 95 BLOCK 2 LOT 5 & PT VAC ALLEY	PARKER WALTER & WILLIE A 2124 GOLDHILL WY LAS VEGAS NV 89106-1919	\$18,400.00	\$5,292.14	\$4,089.55
139-29-513-004	DOC: 1932:1891571 DATE: 06/07/84 NORMANDY EST SUB ADD PLAT BOOK 15 PAGE 95 BLOCK 2 LOT 4 & PT VAC ALLEY	SWEAT SAM & GENEVA 2120 GOLDHILL WY LAS VEGAS NV 89106-1919	\$18,400.00	\$5,292.14	\$3,895.20
139-29-513-005	DOC: 19921002:00886 DATE: 10/02/92 NORMANDY EST SUB ADD PLAT BOOK 15 PAGE 95 BLOCK 2 LOT 3 & PT VAC ALLEY	JUNIEL WILLIE C & BONNIE B 2116 GOLDHILL LAS VEGAS NV 89106-1919	\$18,400.00	\$6,157.05	\$4,781.65
139-29-513-006	DOC: 0324:0283672 DATE: 05/03/73 NORMANDY EST SUB ADD PLAT BOOK 15 PAGE 95 BLOCK 1 LOT 2	JACKSON ALBERT & DOROTHY L 1421 MEZPAH DR LAS VEGAS NV 89106-1935	\$18,400.00	\$8,084.05	\$6,291.61

City of Las Vegas
Special Improvement District No. 1478
Vegas Dr./Owens Ave. (Rancho Dr. to Interstate-15)

Date: October 26, 2004
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Final Assessment Roll No. 2004-7

ASSESSOR'S PARCEL NUMBER	PROPERTY DESCRIPTION	PROPERTY OWNER	MARKET VALUE	ESTIMATED MAXIMUM BENEFIT	ASSESSMENT AMOUNT
139-29-513-007	DOC: 0324:0283672 DATE: 05/03/73 NORMANDY EST SUB ADD PLAT BOOK 15 PAGE 95 BLOCK 1 LOT 1	JACKSON ALBERT & DOROTHY L 1421 MEZPAH DR LAS VEGAS NV 89106-1935	\$18,400.00	\$7,876.89	\$6,291.61
				TOTAL	\$176,765.66

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1478 – VEGAS DRIVE (RANCHO DRIVE TO I-15).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2004-7 for City of Las Vegas, Nevada, Special Improvement District No. 1478 – Vegas Drive (Rancho Drive to I-15) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on November 17, 2004, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Friday 8:00 a.m. until 5:00 p.m. The boundaries of the District are described in the Special Improvement District No. 1478 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance"). The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below) or fronting a cul-de-sac which abuts or fronts a street to be improved by the improvements. The streets to be improved by the improvements are:

Vegas Drive (BOTH SIDES) - from the centerline of Rancho Drive east along Vegas Drive to the centerline of Martin L. King Boulevard. (100-foot right-of-way)

Owens Avenue (BOTH SIDES) – from the centerline of Martin L. King Boulevard east along Owens Avenue to the west right-of-way line of I-15. (varies 50 to 100-foot right-of-way)

Harrison Avenue (SOUTH SIDE) – from the centerline of "H" Street east along Harrison Avenue to the west right-of-way line of I-15. (varies 50 to 70-foot right-of-way)

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases) provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly-shaped lots or tracts of lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform.

The assessments will be levied on a front foot basis for the installation of pavement, curb, gutter, sidewalk, residential driveways and streetlights and on a square foot method for the installation of commercial (option "B") driveways, provided those tracts which front a cul-de-sac and which abut or front a street or streets being improved will be assessed on a "unit lot" basis, i.e., all lots abutting the cul-de-sac are to be assessed the same amount based upon the front footage of those lots abutting the streets or streets being improved which also abut the cul-de-sac. Each property owner will be assessed for the cost of a pavement section, curb and gutter, sidewalks, driveway approaches and streetlights, where not already existing. The owners of property who elected to have water or sewer laterals installed will be assessed per foot of lateral installed on a per service or unit lot basis. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the improvements in the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, December 15, 2004, at 1:00 p. m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall

be deemed waived unless filed in writing with the City Clerk, on or before Friday, December 10, 2004, i.e., at least three days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and,
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

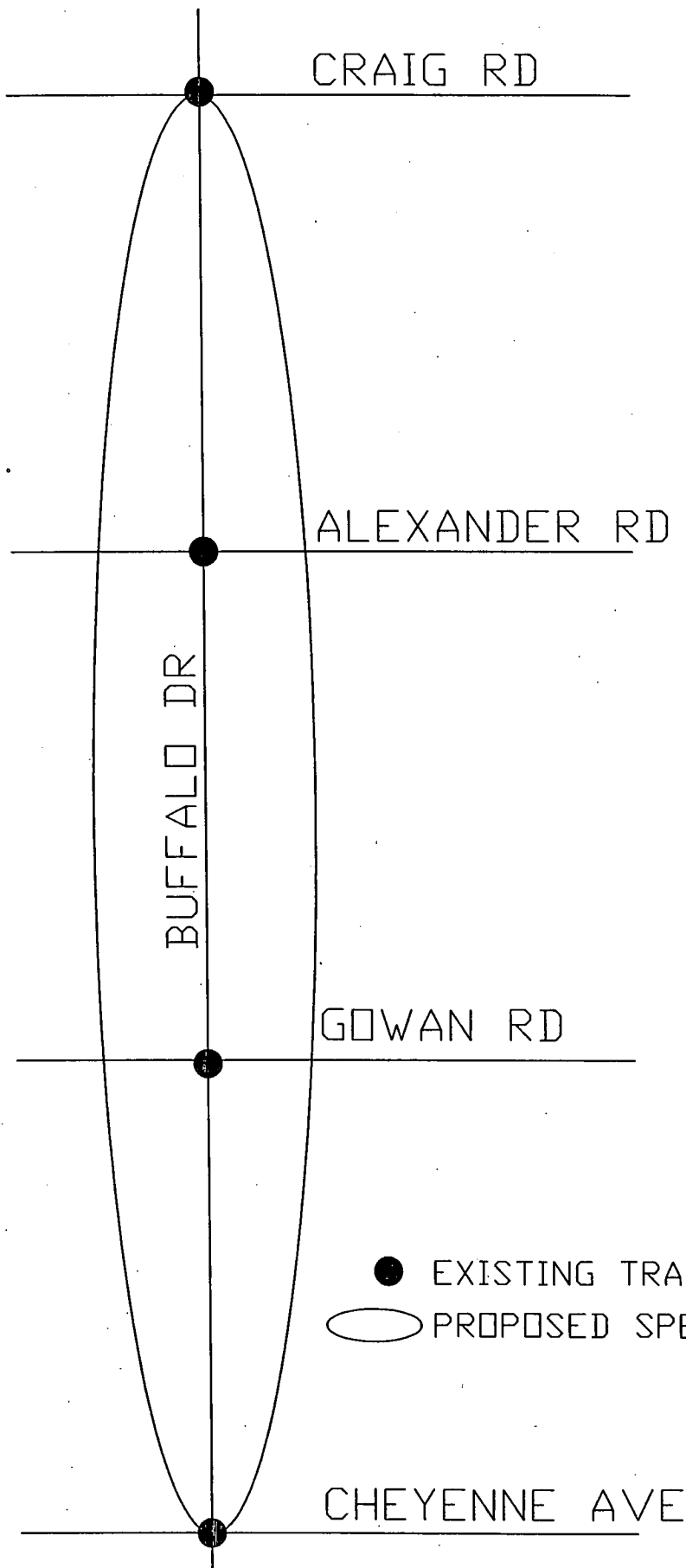
Assessments shall be due and payable at the office of the City Treasurer without interest and without demand within 30 days after the ordinance levying the assessments becomes effective. All or any part of such assessments may also, at the election of the owner, be paid thereafter in twenty (20) substantially equal semi-annual installments of principal. After the adoption of the assessment ordinance and before assessment bonds are issued (or if bonds are not issued) the City Council shall by resolution provide the maximum rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, such rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the time bids for such bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. Penalties (at a rate not exceeding two percent (2%) per month on the unpaid balance of the assessment and accrued interest, or at any higher rate authorized by statute) shall be due for delinquencies. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal with interest accruing thereon to the next interest payment date.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than December 10, 2004, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this 17th day of November, 2004.


BARBARA JO RONEMUS, City Clerk



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-171-2004 - 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 Buffalo Drive between Cheyenne Avenue and Craig Road from 35 MPH to 45 MPH - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Staff is requesting an increase in the speed limit on Buffalo Drive between Cheyenne Avenue and Craig Road from 35 mph to 45 mph. This stretch of Buffalo Drive is now fully improved. The intersections of Buffalo Drive and Gowan Road, Buffalo Drive and Alexander Road, and Buffalo Drive and Craig Road are now signalized. Buffalo Drive from Cheyenne Avenue to Charleston Boulevard is already posted 45 mph. Speed studies have shown that the 85th percentile speed is 52 mph.

RECOMMENDATION:

Traffic and Parking Commission: Approval

Staff: Approval

BACKUP DOCUMENTATION:

1. Map
2. Resolution No. R-171-2004

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - **UNANIMOUS** with **WOLFSON** not voting and **MACK** abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

RESOLUTION R-171-2004

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said schedules;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following schedules pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Buffalo Drive	Cheyenne Avenue	Lone Mountain Road

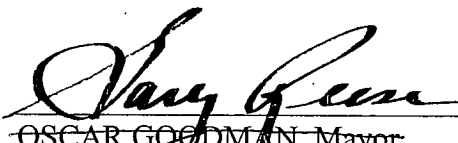
Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zones:

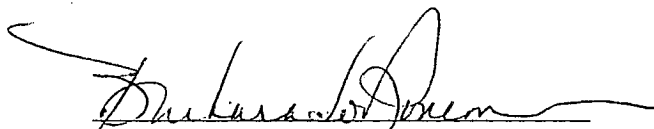
<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Buffalo Drive	Craig Road	Lone Mountain Road

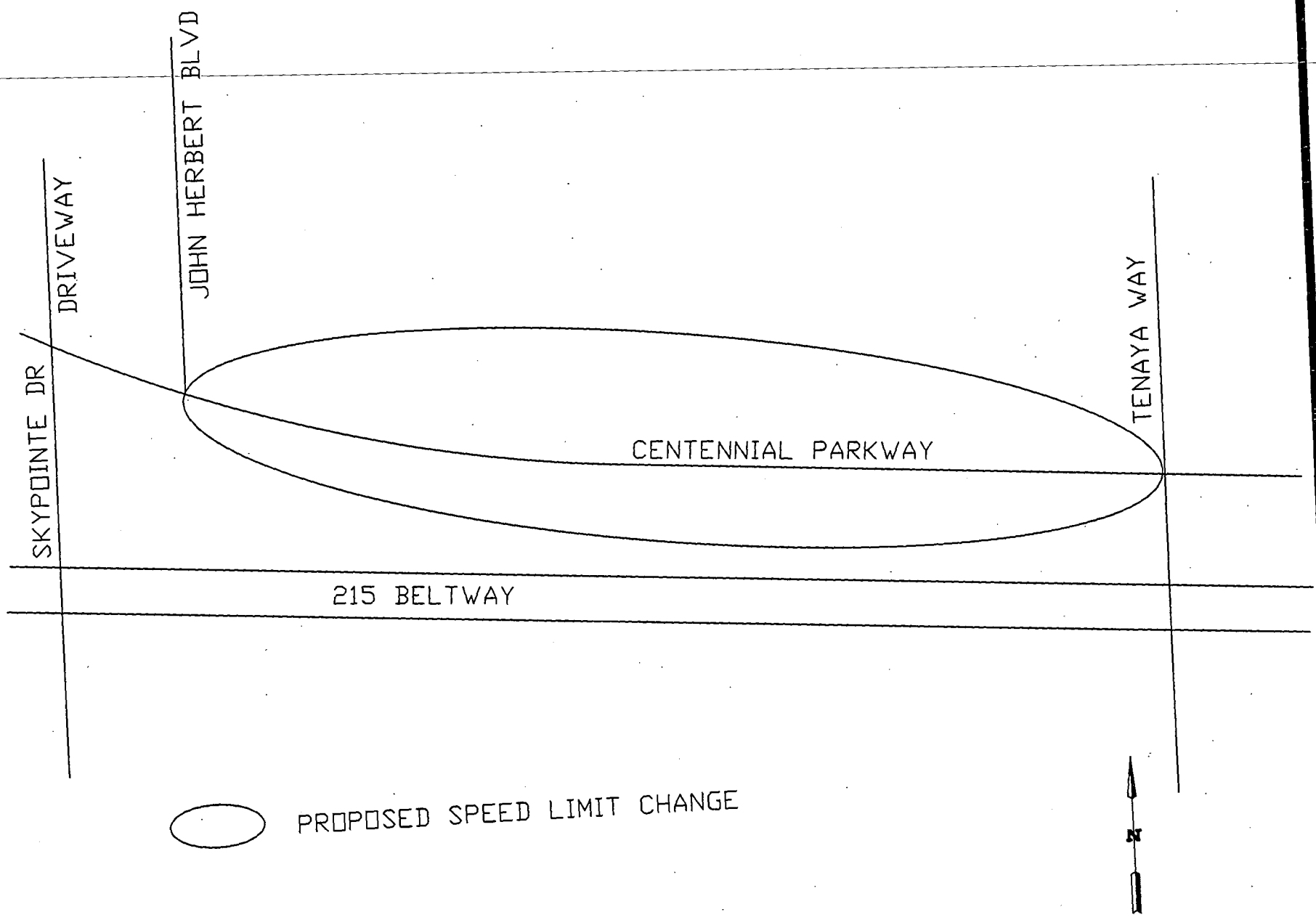
Schedule 25-IV be amended to **add** the following 45 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Buffalo Drive	Cheyenne Avenue	Craig Road

ATTEST:


OSCAR GOODMAN, Mayor
Gary Reese, Mayor Pro-Tem


BARBARA JO RONEMUS, City Clerk



○ PROPOSED SPEED LIMIT CHANGE

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-172-2004 - Approval of a Resolution Amending Schedule 25-II, 35 MPH Speed Limits, to change the speed limit on Centennial Parkway between Sky Pointe Drive and Tenaya Way from 25 MPH to 35 MPH - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Staff is requesting an increase in the speed limit on Centennial Parkway between Sky Pointe Drive and Tenaya Way from 25 mph to 35 mph. Speed studies have shown that the 85th percentile speed is 45 mph, but staff does not want to raise the speed limit any higher than 35 mph because there are only half-street improvements on this stretch of Centennial Parkway right now. Staff does, however, want to increase the speed limit from 25 mph to 35 mph to closer reflect the speed that traffic is traveling.

RECOMMENDATION:

Traffic and Parking Commission: Approval

Staff: Approval

BACKUP DOCUMENTATION:

1. Map
2. Resolution No. R-172-2004

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - **UNANIMOUS** with **WOLFSON** not voting and **MACK** abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:23 - 9:24/9:42)

1-611/1-1219

RESOLUTION R-172-2004

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the schedules which are established in the respective sections to be effected by Resolution; and

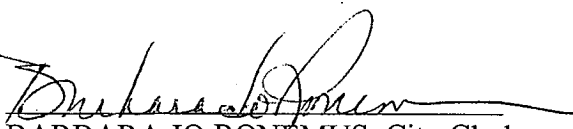
WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said schedules;

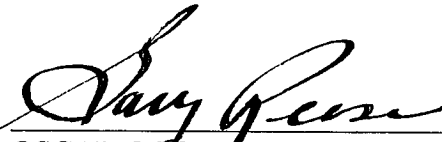
NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following schedules pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **add** the following 35 MPH Speed Limit Zone:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
Centennial Pkwy	Sky Pointe Drive	Tenaya Way

ATTEST:


BARBARA JO RONEMUS, City Clerk


~~OSCAR GOODMAN, Mayor~~
Gary Reese, Mayor Pro-Tem

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE – Councilwoman Moncrief and Councilman Wolfson

Approval to transfer the Las Vegas Technology Center Common Areas from the City of Las Vegas to the Las Vegas Technology Center Owners Association (LVTCOA) as required by the Operating Agreement approved by the City Council on March 1, 1995, and as amended on February 2, 2000 (Gain of \$35,200 – Industrial Revenue Fund) - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Operating Agreement as amended between the City and the LVTCOA requires the City to transfer to the LVTCOA, by way of a Quit Claim Deed, the Common Areas when the City no longer owns any property in the Las Vegas Technology Center (LVTC). The City has sold its last parcel in the LVTC, which activates this transfer.

RECOMMENDATION:

Authorize execution of the Quit Claim Deed transferring the LVTC Common Areas to the LVTCOA.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Operating Agreement
3. Quit Claim Deed
4. Site Map

MOTION:

REESE - Motion to bring forward and STRIKE Item 57 and Hold in ABEYANCE Item 69 to 12/1/2004 - UNANIMOUS with WOLFSON not voting

MINUTES:

There was no discussion.

(9:22 - 9:23)

1-574

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 17, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: APPROVAL TO TRANSFER THE LAS VEGAS TECHNOLOGY CENTER OPEN SPACES TO THE LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION AS REQUIRED BY THE OPERATING AGREEMENT

1. On March 1, 1995, the City of Las Vegas and the Las Vegas Technology Center Owners Association (LVTCOA) entered into an operating agreement on the Operation and Maintenance of the "Common Areas" at the Las Vegas Technology Center (LVTC). The Agreement has a duration of ten (10) years (until March 1, 2005) or until the City no longer holds any property in the LVTC.
2. On February 2, 2000, the agreement was amended to reduce the size of the West Common Area to 1.523 acres.
3. As of October 14, 2004, the City holds no property in the LVTC.
4. The specified mechanism of transfer is by Quit Claim Deed.
5. This action will terminate the remainder of the City obligation to pay a portion of the utility bills for the common areas.

FIRST AMENDMENT TO AGREEMENT
CITY OF LAS VEGAS
&
LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

This First Amendment, made and entered into the 2nd day of February, 2000, by the City of Las Vegas, a Municipal Corporation of the State of Nevada (here in the "City") and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (here in the "Association").

Witnesseth:

WHEREAS, the City and the Association made and entered into the Agreement (Exhibit A) the first day of March, 1995; and

WHEREAS, each of the parties hereto agree to amend the Agreement (Exhibit A) to reflect a change in the common area and decorative fence to be maintained by the Association and assisted by the City in its maintenance obligation of the common areas and decorative fence; and

WHEREAS, each of the parties hereto agree to amend the Agreement (Exhibit A) by illustration of the change in the common areas and decorative fence within Exhibit B of the Agreement.

NOW, THEREFORE, said parties do hereby agree as follows:

- I. Exhibit B of the Agreement is hereby replaced with Exhibit B attached to this Amendment, which reflects the reduction of the common area in the Las Vegas Technology Center.
- II. All other terms previously agreed between the City and the Association shall remain in force for the duration of the Agreement.

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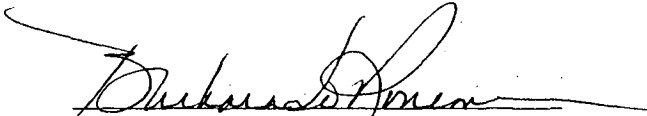
IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By:


OSCAR B. GOODMAN, Mayor

ATTEST:

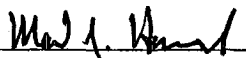

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 1-20-00

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

By:


MARK HOWARD, President

ATTEST:


MICHAEL MAJEWSKI, Secretary

lvcco2

AGREEMENT

This Agreement, made and entered into the 1st day of MARCH, 1995, by the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and the Las Vegas Technology Center Owners Association, a Nevada non-profit corporation (herein the "Association").

WITNESSETH:

WHEREAS, each of the parties hereto is committed to ensure that the development of the Las Vegas Technology Center occurs in an aesthetically pleasing and economically sound manner; and

WHEREAS, the City and the Association have established certain common areas within the Las Vegas Technology Center for the common use, enjoyment and benefit of the Association; and

WHEREAS, the City and the Association agree that the maintenance requirements for the common areas and decorative fence are the responsibility of the Association; and

WHEREAS, the maintenance requirements include a variety of activities to be performed on the common area and decorative fence as more fully set forth below; and

WHEREAS, the City agrees to assist the Association in meeting its maintenance obligation of the common areas and decorative fence by paying for a portion of the utility costs to service the common areas.

NOW, THEREFORE, said parties do hereby agree as follows:

I. MAINTENANCE OF THE COMMON AREAS

For the duration of this Agreement, and in consideration for the City paying a portion of the utility costs, the Association agrees to provide as a minimum the maintenance services provided in Exhibit "A" for those areas designated as the "Entry Feature" and the "Open Space" (herein the "Common Areas") and the decorative fence on Exhibit "B", both of which are attached hereto and incorporated herein as a part of this Agreement. Changes to the level of maintenance services in Exhibit "A" may be made provided such changes are made in writing and have the approval of the City Manager for the City. The Association may assign its maintenance obligation under this Agreement and the decorative fence to any contractor approved by the City (which approval shall not be unreasonably withheld); provided, however, such assignment shall not relieve or release the Association from responsibility for maintenance.

II. APPORTIONMENT OF UTILITY COSTS

The parties hereto agree that for the duration of this Agreement the utility costs shall be apportioned between the parties in accordance with Exhibit "C" attached hereto and

incorporated herein as a part of this Agreement. As used herein, "utility costs" refers to the charge or fee imposed by the utility company to provide water, electric or sewer services to the Common Areas of the Las Vegas Technology Center.

III. INSURANCE

The Association agrees to obtain and maintain during the existence of this Agreement, general comprehensive liability insurance for bodily injury and property damage in the minimum amount of One Million Dollars (\$1,000,000) combined single limit. Prior to the commencement of this Agreement, the Association shall furnish or cause to be furnished to the Agency certificates of insurance or endorsements evidencing the coverage required herein from an insurance company acceptable to the City. The Association will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within thirty (30) calendar days prior to the expiration date of said insurance.

The City, its officers, employees, agents, consultants and volunteers must be expressly covered as insured parties under such insurance. The insurance coverage required herein must provide for a 30-day written notice to the City before any amendments, modifications, suspensions, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

In the event the Association fails to comply with the insurance requirements contained herein, the City shall have the right, in addition to the remedies otherwise available, to procure or reinstate such insurance coverage. In either case, the City shall be entitled, upon 30 days written notice, to collect the cost thereof from the Association.

IV. TRANSFER OF COMMON AREAS

Within thirty (30) days after the expiration of this Agreement, the City agrees to convey, and the Association agrees to accept, all of its right, title and interest in the Common Areas by way of a quitclaim deed given to the Association. The City agrees that the conveyance shall be free of liens, encumbrances or other conditions of record except 1) those of record as of the date of this Agreement, and 2) any that are acceptable to the Association at the time of such conveyance.

V. TERM

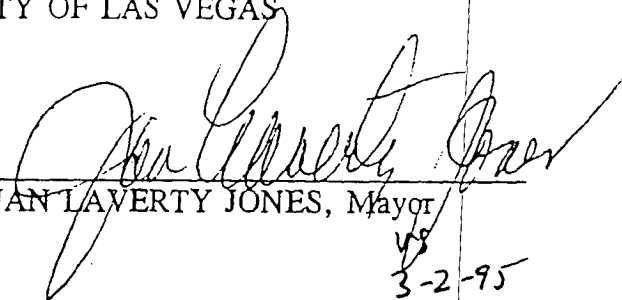
This Agreement shall remain in force and effect for a period of (i) ten (10) years from the date first set forth above, or (ii) the City disposes of all of its ownership interest in the

Las Vegas Technology Center, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

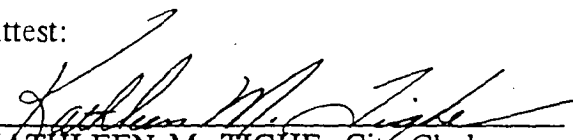
CITY OF LAS VEGAS

By


JAN LAVERTY JONES, Mayor

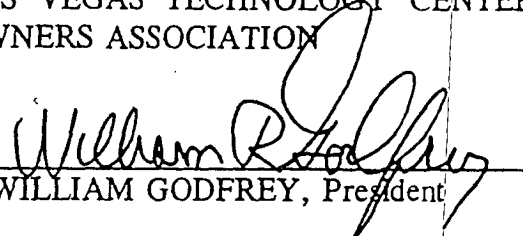
vs
3-2-95

Attest:


KATHLEEN M. TIGHE, City Clerk

LAS VEGAS TECHNOLOGY CENTER
OWNERS ASSOCIATION

By


WILLIAM GODFREY, President

Attest:


Michael Majewski, Secretary

**MAINTENANCE SERVICE AGREEMENT
FOR THE LAS VEGAS TECHNOLOGY CENTER OPEN SPACES
AND ENTRY FEATURES, PHASES II & III**

CLEANING/POLICING GROUNDS

1) Contractor shall remove all foreign material including trash, paper, cans, bottles, leaves, pet fecal, debris, etc. for the areas included in this maintenance service agreement. Each area shall be cleaned on a daily basis, unless otherwise indicated.

2) Contractor shall be responsible for notifying the Owners Association of graffiti problems in the contract areas. Upon notification, the Owners Association shall handle the problem for removal of graffiti.

3) Additional cleaning requirements are addressed throughout this maintenance service agreement.

a) **Parking Lots/Sidewalks:** Contractor shall remove all foreign material including trash, paper, cans, bottles, leaves, pet fecal, debris, etc. from this area on a weekly basis. Parking lots/sidewalks shall be power machined or hand-blown clean of all debris on a weekly basis, or as often as required to appear clean under any circumstance.

b) **Jogging Track:** Jogging track surface shall be hand-blown clean of all debris on a weekly basis, and shall be washed at least once (1) per quarter, or as often as required to appear clean under any circumstance. During the washing operation the Contractor shall inspect the track surface, and notify the Owners Association of any defects or problems which may be occurring.

c) **Canopies/Benches/Picnic Areas:** Picnic canopy areas including tables, benches, receptacles and pads, shall be cleaned on a weekly basis. Maintenance includes but is not limited to washing tables, benches, receptacles, concrete pads and removal of trash debris. Tables, benches and receptacles shall be cleaned with a soft bristle brush using mild-soap and water. After cleaning thoroughly with soap and water apply a liquid bleach for sanitizing.

d) **Signage:** Contractor shall inspect the sign periodically, and notify the Owners Association of any malfunctioning problems or visible sign damage which may be occurring.

e) **Restroom/Amphitheater:** Restroom facility shall be cleaned of trash, litter, and debris three (3) times per week. Concrete floors, walls, and fixtures shall be washed on a weekly basis, or as often as required to appear clean under

any circumstance. After cleaning thoroughly apply a liquid bleach for sanitizing. Contractor shall replenish restroom supplies and material as required. Contractor shall be reimbursed for the restroom supplies at the invoice price plus 25%. Contractor shall notify the Owners Association when any plumbing leaks or other problems occur which require specialized maintenance. Once notification is received indicating a problem, the Owners Association will see that the problem is corrected.

Amphitheater shall be hand-blown clean of trash, litter and debris on a weekly basis, and shall be washed at least once (1) per month, or as often as required to appear clean under any circumstance.

f) **Fitness Area:** Fitness equipment and surface shall be hand-blown clean of all debris on a daily basis, and shall be washed at least once (1) per month, or as often as required to appear clean under any circumstance. Contractor shall inspect the fitness equipment for loose nuts and bolts, missing parts, and in general any problems that may cause potential hazard to users. Contractor shall notify the Owners Association of potential hazards or problems relating to the equipment, so these concerns can be corrected. During the washing operation the Contractor shall inspect the protective surface, and notify the Owners Association of any defects or problems which may be occurring.

MATERIALS

1) All material used under this maintenance service agreement shall be the same or of equal quality as the initial installation, or subject to the approval of the Owners Association.

REIMBURSEMENT

1) In order for the Contractor to receive any and all reimbursements for additional material and labor used in this maintenance service agreement, prior written authorization from the Owners Association shall be received. If prior written authorization is not received, the Contractor shall not be entitled to receive any compensation for material and labor used, except under emergency conditions.

WATERING

1) All trees, lawns, shrubs and ground covers shall receive water through the irrigation system.

2) Irrigation system shall be checked for performance and effective coverage on a weekly basis. All damage to sprinkler heads and lines discovered by the Contractor shall be reported to the Owners Association. Contractor shall be responsible to maintain the system at 100% working order, and to program the controllers for seasonal changes.

- 3) Contractor shall furnish emergency twenty-four (24) hour service when necessary to repair damaged or malfunctioning irrigation system that is causing flooding.
- 4) Damage to the irrigation system caused by the Contractor's activities, or incurred by mowing practices shall be repaired by the Contractor at his expense.
- 5) Damage to the irrigation system due to vandalism, theft, acts of God, or tenant misuse shall be repaired by the Contractor and paid for by the Owners Association. Contractor shall be reimbursed for material used in making repair at the invoice price plus 25%.
- 6) In the event of an extended breakdown of the irrigation system, the Contractor shall operate the system manually at no charge to the Owner Association in order to maintain plant life until the system is returned to operation. Contractor shall be responsible for the health and condition of all plant material affected by the water system shut-down.
- 7) Trim lawn around sprinkler heads as required to maintain efficiency, and adjust sprinkler heads as necessary to maintain proper coverage of landscaped areas with minimum overspray. Overspray onto parking lots, automobiles, or roadways are unacceptable. Overspray onto walkways shall be minimized, and at no time shall the operation of the irrigation system be allowed to create a safety hazard or nuisance.

LAWN MAINTENANCE

- 1) Prior to mowing, lawn areas shall be cleaned and free of all debris, paper, stones, bottles, and miscellaneous litter.
- 2) Mowing of lawn areas shall be conducted in a neat orderly manner, using appropriate equipment which is clean, sharp and well-maintained. All grass clippings are to be picked up and removed from site unless the Contractor is equipped with mulching-mowers.
- 3) All lawn areas shall be mowed at least 4 times a month during the growing season and at lesser intervals during the winter months, but shall appear neat and trim under any circumstance.
- 4) Mow lawn areas when they reach 3" high May through September, 2-1/2" high April and October, and 2" high January through March, and November through December. Raise or reduce mowing heights gradually (1/2" per week).
- 5) All lawn areas shall be dethatched and aerated a minimum of two (2) times per year, in the spring and late summer.
- 6) Edging shall be accomplished when lawns are cut by using a standard power edger. Power edger shall be clean, sharp and well-maintained. Lawns shall be edged

along curbs, jogging tracks, sidewalks, driveways, and parking lots. All grass clippings and debris shall be picked up and removed from site.

7) Trimming shall be accomplished when lawns are cut. Trimming may be accomplished with a power monofilament type trimming machine, or by hand. All grass clippings and debris shall be picked up and removed from site.

8) In order to maintain a healthy green lawn, the Contractor shall apply an approved fertilizer to lawn areas four (4) times a year at no cost to the Owners Association. Additional applications by the Contractor shall be reimbursed for material at the invoice price plus 25%. Prior written authorization for additional applications are required by the Contractor to receive reimbursement.

9) All lawn areas shall be kept weed free. Method of controlling weeds (by hand or chemical) is at Contractor's option.

10) Contractor shall not be responsible for turf loss due to Owners operation of activities, vandalism, disease, or acts of God. Contractor shall be liable for replacement of turf loss through negligence or improper use of fertilizer, careless use of weed controls, lack of water, and damage from equipment operated by his employees.

TREE AND SHRUB MAINTENANCE

1) Trees and shrubs shall be pruned at least twice yearly, (Spring and early Fall) and as required during the year for minor shaping. Major tree pruning (over 12 feet) by the Contractor requires prior approval as to the removal work.

2) Deep root fertilization shall be applied to all trees and shrubs once a year at no cost to the Owners Association. An approved fertilizer shall be used for this application.

3) Contractor shall not be responsible for tree and shrub loss due to the Owners operation of activities, vandalism, frost, storm damage and disease. Contractor shall be liable for the replacement of tree and shrub loss through negligence, improper planting, improper culture, over fertilization, careless use of chemicals, weed controls, or damage from equipment operated by his employees.

4) Replacement of plant material shall be of same species, quality, quantity, and size as initial installation. Contractor shall follow and conform to original planting techniques and methods for plant replacement.

5) Inspect tree stakes at least every three (3) months and after high winds to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds.

Restake and tighten tree stakes as necessary at no cost to the Owners Association.

Follow and conform to original staking techniques and methods for restaking. Do not

remove tree stakes without prior approval of the Owners Association.

6) Contractor shall take normal precautions and institute proper procedures for the control of weeds, insects, pests or disease and shall be responsible for all plant loss and damage resulting from improper procedure or the failure to take normal precautions to control weeds, insects, pests or diseases.

7) Native areas shall be kept free of all weeds and grasses. Method of controlling weeds (by hand or chemical) is at Contractor's option. Grass in tree wells shall be properly trimmed back, unless otherwise agreed upon.

8) Decomposed granite in native areas shall be periodically raked and scarified at time of weeding. If granite mulch becomes thin or shallow in areas, the Contractor shall be responsible to replace the granite to recommended depth. Contractor shall receive prior approval as to the work areas needing additional mulch. Contractor shall be reimbursed for material used in making the replacement at the invoice price plus 25%.

9) If chemicals are used for weed control, the Contractor shall be responsible for any and all adverse affects or death of plant material, including soil sterilization, runoff and drift onto adjacent properties. Contractor shall make all repairs or plant replacements due to chemical application at no cost to the Owners Association.

10) Contractor shall control gophers and other pests which burrow, crawl, fly, nest or otherwise reside in the contract areas. It shall be the Contractors responsibility to determine the method of control and to execute action as determined. Pesticides used in the method of control, shall be used in strict conformance with the manufacturer's instructions as they appear on the product label.

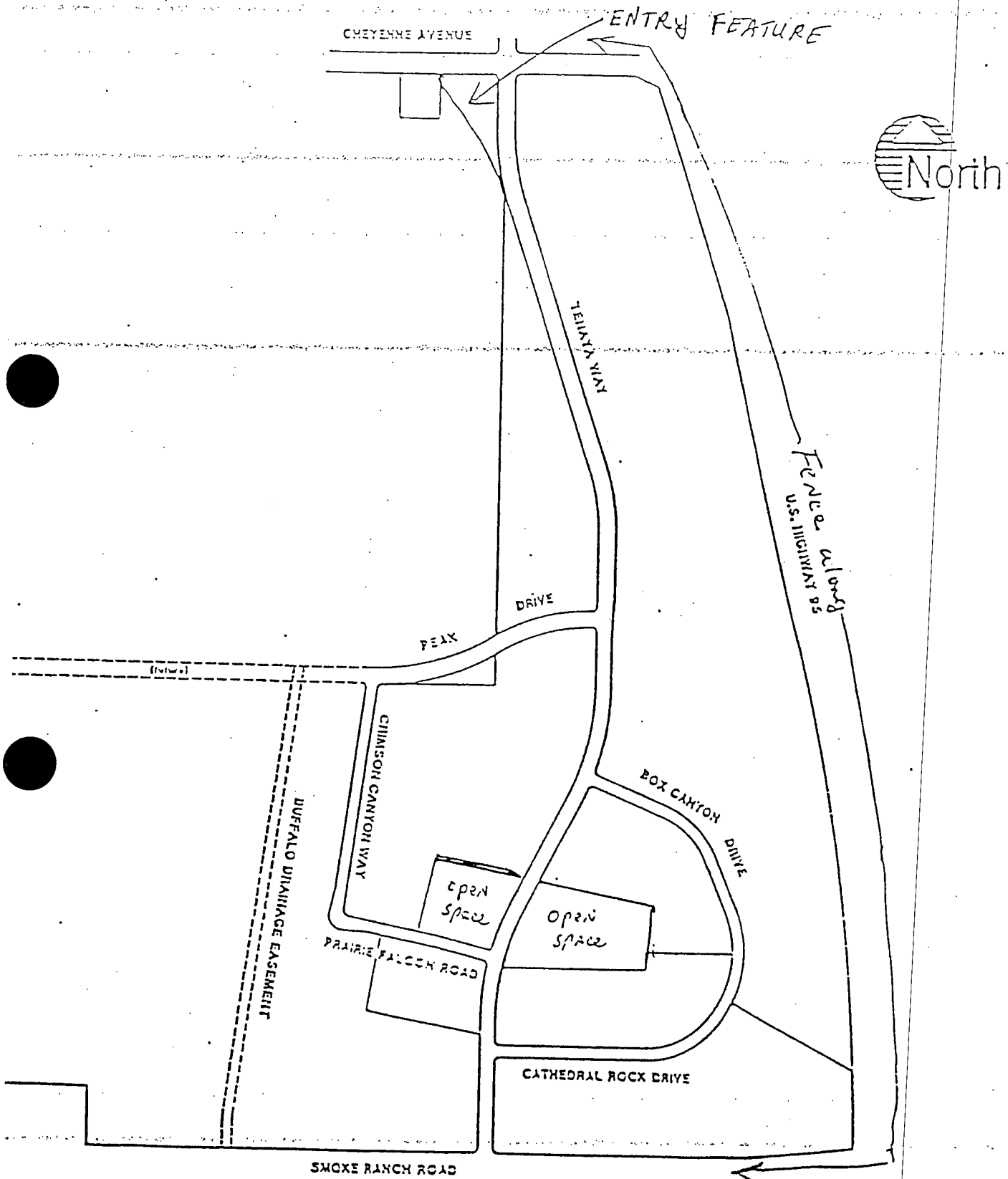
11) All chemicals, herbicides, pesticides, insecticides, and fertilizers to be used shall be registered for use in Nevada and have an Environmental Protection Agency Registration Number.

INSURANCE

1) Contractor shall be required to provide proof of liability insurance for the amount of \$1,000,000.00.

2) Contractor shall be required to provide proof that he is registered with the State of Nevada Industrial Insurance Carrier, along with providing information as to State Contractor's License Number, Federal Tax I.D. Number, Federal Un-employment Number, State Un-employment Number, and City/County Business License Numbers.

LAS VEGAS TECHNOLOGY CENTER



APPORTIONMENT OF UTILITY COSTS
BETWEEN THE CITY OF LAS VEGAS AND THE
LAS VEGAS TECHNOLOGY CENTER OWNERS ASSOCIATION

<u>Year</u>	<u>City</u>	<u>Association</u>
I	100%	0%
II	90%	10%
III	80%	20%
IV	70%	30%
V	60%	40%
VI	50%	50%
VII	40%	60%
VIII	30%	70%
IX	20%	80%
X	10%	90%
XI	0%	100%

APN# 138-15-810-019

Recorded at the Request of:

Las Vegas Technology Center Owners Association
C/O Cornerstone Company
3810 Meadows Lane
Las Vegas, Nevada 89107-3112

Send Tax Statements and Recorded Document to:

Las Vegas Technology Center Owners Association
C/O Cornerstone Company
3810 Meadows Lane
Las Vegas, Nevada 89107-3112

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The City of Las Vegas, a municipal corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the Las Vegas Technology Owners Association, the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenement, hereditament, appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2004.

City of Las Vegas

By: _____
Oscar B. Goodman, Mayor

Approved as to form:

J. P. Tinkler 11/3/04 Date

ACKNOWLEDGEMENT

State of Nevada)
) ss.
County of Clark)

On this _____ day of _____, 2004, personally appeared before me, a Notary Public in and for said County and State, Oscar B. Goodman, known to me to be the Mayor of the City of Las Vegas, and he acknowledged to me the he executed the same for and on behalf of the City of Las Vegas, and that he executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said
County and State

A.P.N. 138-15-710-028, -810-019
PORTIONS OF LAS VEGAS TECHNOLOGY CENTER /
TENAYA WAY AND FALCON PRAIRIE DRIVE

Those portions of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portions of LAS VEGAS TECHNOLOGY CENTER (a commercial subdivision) as shown on Book 38 of Plats, Page 91, recorded February 16, 1988, and on Book 45 of Plats, Page 35, recorded September 4, 1990 all of Clark County, Nevada Records, described as follows:

PARCEL I

LAS VEGAS TECHNOLOGY CENTER COMMON AREA LOT B, as shown on Book 38 of Plats, Page 91 of Clark County, Nevada Records.

The above-described parcel of land contains an area of 257,155 square feet or 5.904 acres, more or less.

PARCEL II

That portion of LAS VEGAS TECHNOLOGY CENTER COMMON AREA LOT C as shown on Book 38 of Plats, Page 91, said portion being PARCEL 2 as shown on Record of Survey in File 107, Page 91, recorded March 2, 2000 all of Clark County, Nevada Records.

The above-described parcel of land contains an area of 66,343 square feet or 1.523 acres, more or less.

The above-described PARCEL I and PARCEL II contain a total area of 323,498 square feet or 7.426 acres, more or less.

CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY DESIGN
LEGAL DESCRIPTION

A.P.N. 138-15-710-028, -810-019
Reference: Book 38 of Plats, Page 91 (1988),
Book 47 of Plats, Page 35 (1990),
Record of Survey in File 107, Page 91 (2003)

Vesting: CITY OF LAS VEGAS

Section: SE 1/4, SEC 15, T20S, R60E, MDM

Street/Subdivision: PORTIONS OF LAS VEGAS TECHNOLOGY CENTER /
TENAYA WAY AND FALCON PRAIRIE DRIVE

W.A. No. P21100

Cogo:-

Set:-

Requested	eb	Written	byu	Checked	nw	Proofread	nw/byu
			09-09-04		09-09-04		09-09-04

Those portions of the Southeast Quarter (SE 1/4) of Section 15, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portions of LAS VEGAS TECHNOLOGY CENTER (a commercial subdivision) as shown on Book 38 of Plats, Page 91, recorded February 16, 1988, and on Book 45 of Plats, Page 35, recorded September 4, 1990 all of Clark County, Nevada Records, described as follows:

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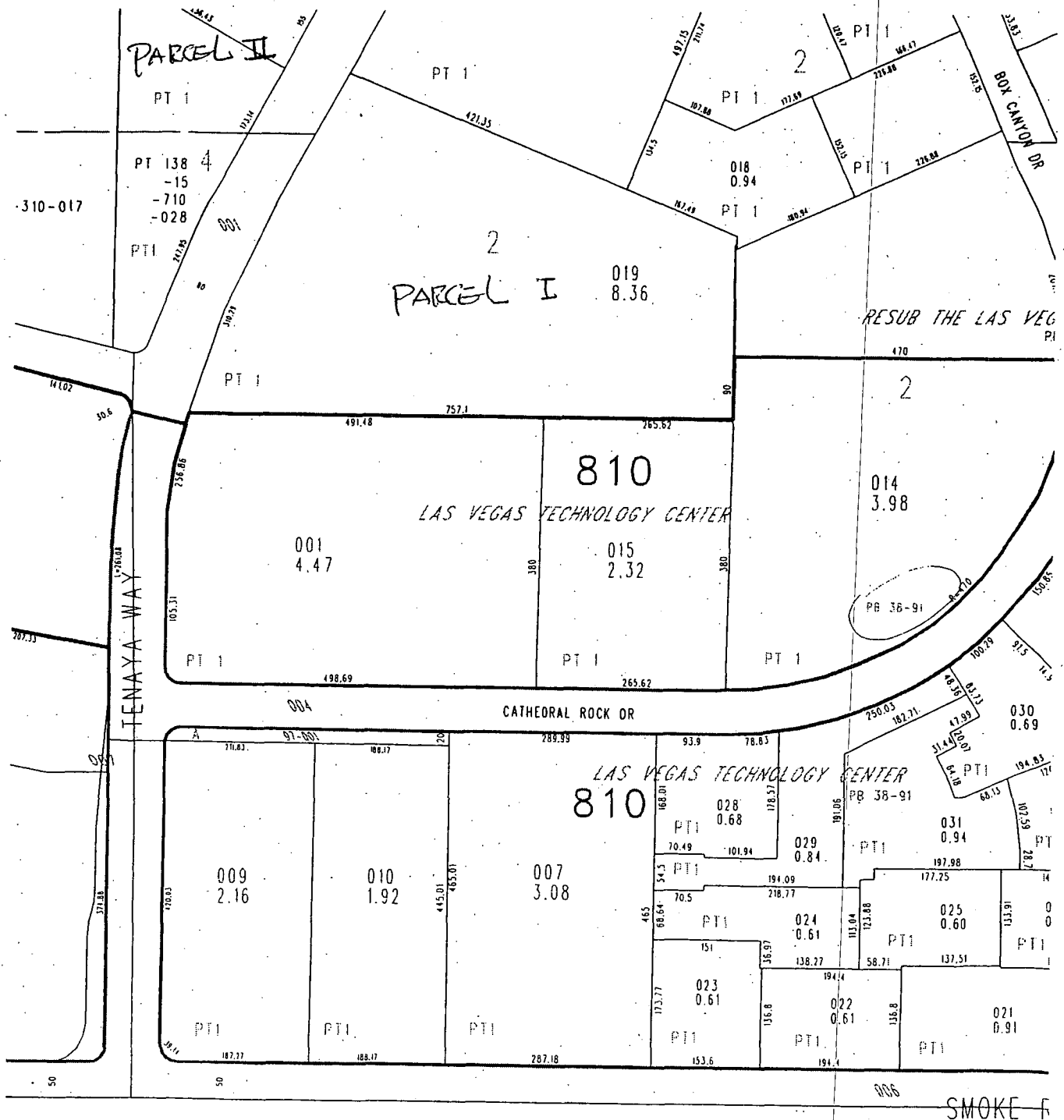
PARCEL II

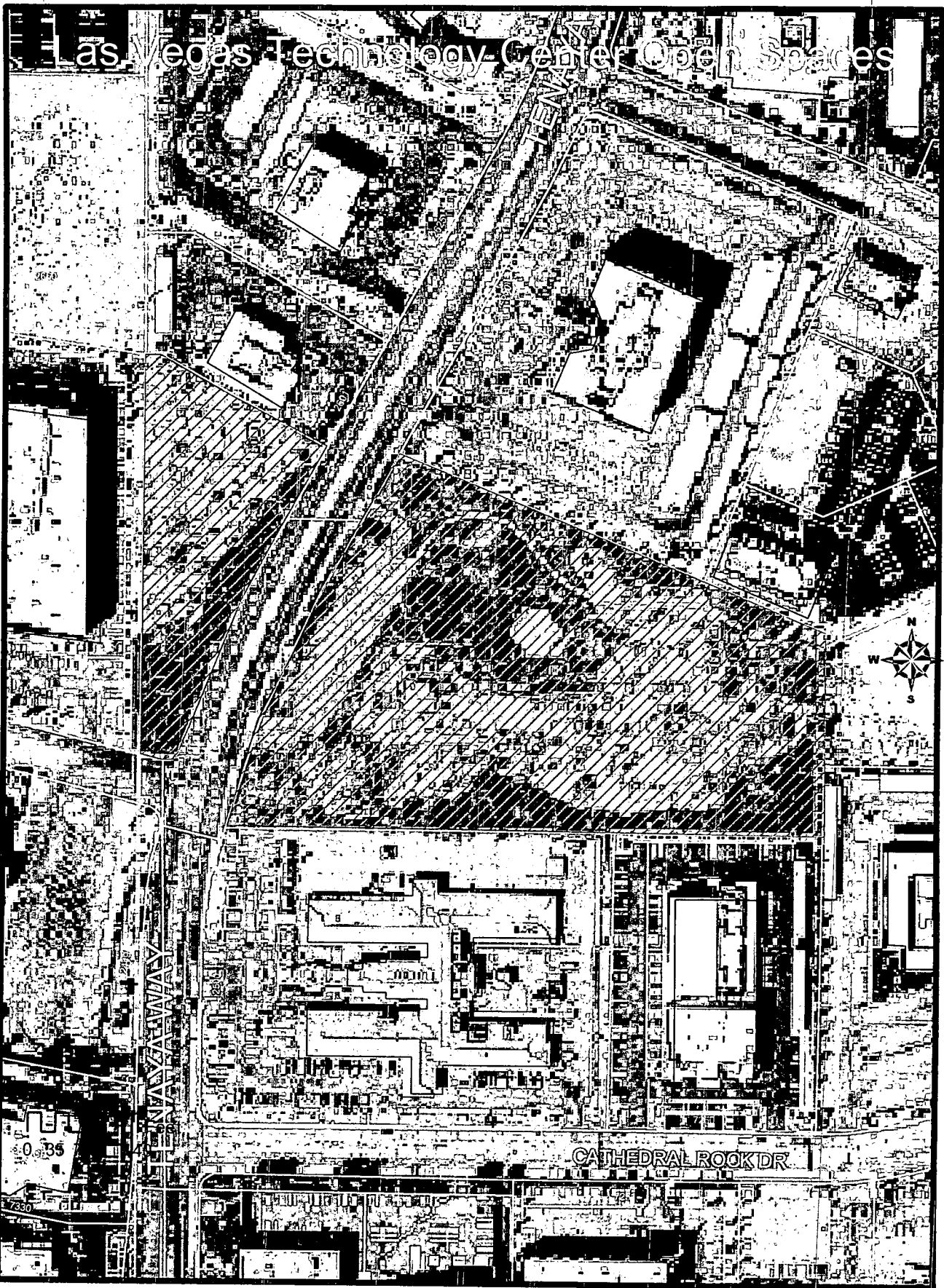
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The above-described PARCEL I and PARCEL II contain a total area of 323,498 square feet or 7.426 acres, more or less.

NOTES	This map is for assessment use only and does NOT represent a survey. No liability is assumed for the accuracy of the data delineated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.		MAP LEGEND	AVERAGE QA VALUE 45	ASSESSOR'S PARC M. W. Sch
	This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.			PARCEL BOUNDARY	
	USE THIS SCALE(Feet) WHEN MAP REDUCED FROM 11x17 ORIGINAL			SUBD BOUNDARY	
	0 50 100 200 400 600 800			ROAD EASEMENT	
				PM/LD BOUNDARY	
				NON-PARCEL LOT LINE	
				MATCH LINE / LEADER LINE	
				ROAD ID NUMBER	





AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval to enter into a Disposition and Development Agreement (DDA) with Silver Sky Assisted Living Nevada Limited Partnership (Developer) to purchase approximately ten (10) acres of City of Las Vegas land located in the vicinity of Silver Sky Drive and Roland Wiley Road, APN 138-28-401-014 to develop and construct a senior assisted living project and senior housing - Ward 2 (Wolfson)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On 9/15/04, Council approved an Assignment and Option Agreement to Silver Sky Assisted Living Nevada Limited Partnership (Developer) to convey the above-referenced parcel of land to the Developer to design, build and manage an assisted living facility to serve low-income seniors. The Developer now desires to exercise its option to purchase the property by entering into a DDA with the City of Las Vegas. The purchase is a requirement for receiving allocated tax credits and funding to build the project.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Disposition and Development Agreement

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken and joined with the recommendation of staff that the City Council approve each item.

(9:23 - 9:24/9:42)

1-611/1-1219

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

CITY OF LAS VEGAS

and

**SILVER SKY ASSISTED LIVING
Nevada Limited Partnership**

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of the 17th day of Nov, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter the "City") and SILVER SKY ASSISTED LIVING, A NEVADA LIMITED PARTNERSHIP (the "Developer").

I. [§ 100] SUBJECT OF THE AGREEMENT

A. [§ 101] Purpose of this Agreement.

The purpose of this Agreement is to facilitate affordable housing for the community and to accomplish the sale to, and purchase by the Developer of the Site as hereinafter described, which will lead to the creation of affordable housing and positive economic impacts, as further described hereinafter.

The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

B. [§ 102] U.S. Patent

In order to facilitate the orderly development of affordable housing, the City was conveyed a certain parcel of real property from the United States through Patent No. 27-2004-0042 (the "Patent") which property shall be used for affordable housing or for a purpose related to affordable housing. Developer acknowledges receipt of the Patent and agrees to comply with the conditions of the patents.

C. [§ 103] Intentionally Omitted.

D. [§ 104] The Site.

The Site is comprised of approximately ten (10) acres of real property presently owned by the City. The Site consists of one contiguous parcel (hereinafter referred to as "Site"), within the City located along the Roland Wiley Road and Silver Sky Drive in Las Vegas, Nevada, as shown on the Map of the Site (Attachment "A"), and is more particularly described in the Legal Description of the Site (Attachment "D"). As part of the development of the Site, the Developer shall be permitted to record a subdivision map with respect to the Site for the purposes of subdividing the Site into two (2) or more parcels.

E. [§ 105] Parties to this Agreement.

1. [§ 106] The City.

The City is a municipal corporation duly formed and organized under the laws of the State of Nevada.

2. [§ 107] The Developer.

The Developer is Silver Sky Assisted Living, a Nevada limited partnership (hereinafter referred to as "Developer") whose address is c/o Silver Sky Assisted Living, LLC whose address is 33 Union Street, Boston, Massachusetts 02108. The Developer's general partner is Silver Sky Assisted Living, LLC whose sole manager is Affirmative Nevada, LLC. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of the Developer, its general partner, its limited partners, its principals and its officers are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the City pursuant to Section 410 hereof if there is any significant change (voluntary or involuntary) in the Developer not approved by the City prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefor. If there is any significant change (voluntary or involuntary) in the Developer which is not approved by the City subsequent to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefor, City shall be entitled to the remedy set forth in Section 215 as if such significant change were a transfer of ownership of the Site. The term "significant change" as used herein shall mean a change of the general partner or a change in ownership of 25% or more of the limited partnership interests of the Developer.

Except as specifically set forth herein and subject to Section 519, the Developer shall not assign all or any part of this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld.

Notwithstanding the foregoing, the Developer is permitted to: (1) effect the transfer of limited partnership interests by the Affordable Housing Resource Council to the tax credit equity partner that will acquire said interests; and (2) assign a portion of the Site to: (a) an affiliate of the Developer; (b) Southern California Presbyterian Homes for the purposes of developing two (2) projects pursuant to the Section 202 Supportive Housing for the Elderly Program administered by the U.S. Department of Housing and Urban Development; or (c) a 501(c)(3) organization for the purposes of developing affordable housing for the elderly. In the event of any such transfer or assignment, the transferee or the assignee, as the case may be, shall comply with any reasonable requests from the City for information related to the transferee or the assignee, as the case may be. Developer agrees to provide written notice to the City at least thirty (30) days prior to a transfer or assignment. Any transferee or assignee shall submit an executed Disclosure of Principals form, the form of which is attached hereto as Attachment "I".

F. [§ 108] The Development.

Subject to all provisions of this Agreement, the improvements to be constructed on the Site (the "Development") consist of a ninety (90) unit affordable assisted living facility. The Developer has engaged Nevada H.A.N.D., Inc., a Nevada non-profit corporation, to act as the general

contractor for the construction of the improvements comprising the Development (the "Contractor"). The construction of the improvements comprising the Development are set forth in Attachment "C" attached hereto, Scope of Development.

G. [§ 109] Good Faith Deposit.

Concurrently with the execution of this Agreement by the Developer, the Developer shall deliver to the City a deposit in the form of either cash or a cashier's check in the amount of Ten Thousand and Zero Hundredths Dollars (\$10,000.00). Such amount shall be retained by the City as the Developer's deposit under this Agreement (the "Good Faith Deposit") and shall serve as security for the performance of the obligations of the Developer under this Agreement prior to any return of the Good Faith Deposit to the Developer.

Following the execution of this Agreement by the Developer and prior to the execution by the City, any attempted revocation of Developer's offer to enter into this Agreement or any attempted material modification of the terms hereof without the consent of the City shall entitle the City to retain the Good Faith Deposit.

Upon termination of this Agreement by the City as provided in Sections 410-413 hereof, or termination by posting a bond or the issuance of the Certificate of Completion for the Development pursuant to Section 222, the Good Faith Deposit shall be returned to the Developer or retained by the City as liquidated damages to which the City is entitled under this Agreement.

The Good Faith Deposit shall be returned within thirty (30) days to the Developer by the City upon termination under Sections 128 or 408. Upon issuance of a Certificate of Completion for the Site, the Good Faith Deposit shall be returned to the Developer within thirty (30) days.

If the Developer is in default with respect to any material provision of this Agreement, the City may, except as set forth in Section 413 below, but shall have no obligation to, use the Good Faith Deposit or any portion of the Good Faith Deposit to cure such default or to compensate the City for any expense or damage sustained by the City and resulting from such default. If this Agreement has not been terminated as a result of such default, the Developer, on demand from the City, shall promptly restore such Good Faith Deposit to the full amount required by this Section 109. Prior to City's seeking recourse against the Good Faith Deposit, the City shall provide the Developer with thirty day written notice and an opportunity to cure same as provided by Section 401 of this Agreement.

H. [§ 110] Developer Obligations.

1. [§ 111] Financing for Development of the Site.

Within the time set forth in the Schedule of Performance, Attachment "B", the Developer shall submit to the City evidence of one or more conditional commitments for Development Loans (as hereinafter defined) or LIHTC Financing to finance the Development (the "Commitments"), where such Commitments shall evidence a commercially reasonable probability that sufficient funds will be available from institutional financiers or other sources satisfactory to the City to construct the Development in accordance with the Scope of Development and the Plans and Drawings (as hereinafter described). The City shall approve the Commitments by notice to the Developer within the

time set forth for City's approval in the Schedule of Performance, where commitments approved by the City shall be referred to as "Commitments" in this Agreement.

Notwithstanding the foregoing, without any further action on the part of the Developer or the City, the City shall have approved as of the date of this Agreement the following proposed Commitments: (i) a construction loan in the approximate amount of \$750,000 from Citibank; (ii) the NHD Loan in the approximate amount of \$800,000 or other construction, take out or permanent financing to be secured by senior real and personal property security interest in the Project; (iii) a \$1,000,000 City of Las Vegas HOME Grant; (iv) a loan in the approximate amount of \$555,000 from Federal Home Loan Bank; (v) the private grant of \$800,000 from Harrah's Casino; and (vi) LIHTC Financing from MMA Financial in the approximate amount of \$7,275,000.

In the event that the Developer enters into a Commitment with a third party (a "Lender") for a loan to be secured by the Site and/or the Development (a "Development Loan"), the Developer shall provide the City with a copy of the Development Loan and copies of the following only to the extent the Developer's Lender has required the following:

- a. A complete description of all real and personal property securing the Development Loan, together with any required collateral assignments, guarantees and other forms of security.
- b. The rate of interest or return payable with respect to the Development Loan, and any fees payable to the Lender during the Development Loan term.
- c. The repayment schedule including any extensions.
- d. The exact amount of funds to be made available to the Developer for the Development after deduction of the Lender's closing or other fees payable or deducted at closing, closing costs, commissions and the like.
- e. A description of the approved budget (the "Construction Budget") against which funds will be disbursed and the conditions and timing for disbursement.
- f. A description of all required property, liability and title insurance, and payment and performance bonds.
- g. Copies of proposed material loan documents.

The Commitment(s) shall be submitted to the City, and the City shall approve or disapprove the commitment(s) by the dates set forth in Attachment "B", where such approval shall not be unreasonably withheld.

2. [§ 112] Conditions Precedent to Transfer of Site

The Developer agrees and warrants to comply with certain conditions precedent to transfer of the Site, which shall be construed as conditions precedent and not merely covenants running

with the land:

- a. The Developer agrees to furnish and provide to the City the Commitments, which shall describe the Development Loans, the Lenders and corresponding terms and conditions, in accordance with Section 111 as described above.
- b. The Developer agrees to submit to the City of Las Vegas Planning Department, Public Works Department, and Department of Building & Safety all necessary applications for review and approval of architectural plans, mechanical, electrical, and plumbing plans, site utility plans, landscaping plans, and structural plans necessary for pulling a building permit to commence construction of the Development. The Developer further agrees to submit the required fees for said applications, and post the required bonds in order to commence construction.
- c. The Developer shall provide a survey of the Site and shall submit the survey to the Escrow Agent prior to conveyance of the Site.

3. **[§ 113] Conditions Subsequent**

The following conditions are conditions subsequent to the conveyance of the Site, and are not merely covenants. Subject to all terms and conditions of this Agreement, and conditioned and contingent upon satisfaction of all conditions and contingencies set forth in this Agreement, the Developer shall perform the following:

- a. The Developer must construct the Development in accordance with Attachments "B" and "C".
- b. The Developer must construct the on-site improvements and off-site improvements in accordance with the Patent, architectural design which complements the commercial buildings in the surrounding area and vicinity, the development of a parking lot, internal traffic circulation system, quality on-site landscaping, signage, and additional improvements for the Site, all as more particularly described in the Scope of Development (Attachment "C").
- c. The Basic Concept Drawings contained in Attachment "F" show the Site Development as it is tentatively and initially to be developed pursuant to this Agreement, including the general building layouts, site coverage, parking, landscaping and architectural renderings for the Development. The Site shall be developed as generally established in these Basic Concept Drawings and related documents. The Developer shall have the right to change certain items in the Basic Concept Drawings such as traffic access, parking areas and landscaping, subject to the written consent of the City, for which consent shall not be unreasonably withheld. The Developer shall advise City in writing of proposed changes to the Basic Concept Drawings, and City shall have ten (10)

calendar days from receipt to consent or reject such proposed changes. Failure of City to respond within ten (10) calendar days shall constitute consent.

- d. In accordance with Attachments "B" and "C", the Developer shall be responsible for all on-site improvements to the Site as required by the City in connection with the development of the Site. The Developer shall be solely responsible for connection of all utilities to the Site, and any and all fees arising from said connection.
- e. The Developer will cause a temporary sign to be installed on the Site indicating that it is being developed in conjunction with the City and listing the members of the Las Vegas City Council and the City Manager of the City.
- f. Pursuant to Section 215 hereinafter, Developer shall maintain ownership of the Development for a minimum of fifteen (15) years from the date of issuance of the Certificate of Completion, except for transfers authorized by this Agreement or approved in writing by the City.

I. [§ 114] City Obligations.

1. [§ 115] Transfer of the Site.

- a. Subject to satisfaction of the conditions precedent described in Section 112, the City shall transfer title of the Site to the Developer at Closing as set forth in Section 122.
- b. The Final Purchase Price of the Site is Ten and Zero Hundredths Dollars (\$10.00) ("Final Purchase Price"). The payment of the Final Purchase Price shall be paid to the Escrow Agent prior to closing.

2. [§116] Approvals.

Whenever approval is required under this Agreement by the City, that approval shall be issued by the City Manager or his designee, except for approvals resulting in a material change to this Agreement, as determined by the City Manager, which require the approval of the Las Vegas City Council.

Subsequent additional escrow instructions may be authorized on behalf of the City and executed by the City Manager, or by the designee of the City Manager, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City to an amount in excess of Twenty-Four Thousand Nine Hundred Ninety-Nine and Zero Hundredths Dollars (\$24,999) to the Developer.

3. [§117] Off-Site Improvements.

The Site consists of unimproved land to which the utilities and infrastructure and all off-

site improvements are available. It is the sole responsibility of the Developer to obtain and connect the necessary services from local utility companies.

Commencement of construction shall be deemed to have occurred upon the initial pouring of the foundation for the Development. The commencement of clearing, grubbing, or grading on the Site shall in no instance be deemed commencement of construction.

4. [§118] Liens.

Prior to any Closing hereunder, the City shall have paid in full (or provide bonds therefor sufficient to remove from title) all contractors, subcontractors, laborers, material men and all other parties having lien rights in connection with any work, if any, performed on the Site or affecting the Site (other than by or on behalf of the Developer or its affiliates) for which a lien right may exist, and City shall have paid in full and removed any and all debts and monetary obligations encumbering the Site whether or not recorded or specified as an encumbrance or exception to title on the Title Report, and City shall furnish to the Developer at Closing sufficient proof of any payment or removal of liens.

5. [§119] Government Notices.

Within ten (10) days following the Effective Date, the City shall deliver to the Developer a copy of any notice or information relating to the Site received by City from any and all governmental or quasi-governmental authorities or entities or third parties and shall deliver any such notice or information received after the Effective Date within three (3) business days after receipt thereof by City.

6. [§120] Intentionally Omitted.

J. [§121] Site Conveyance.

In accordance with and subject to all terms, covenants and conditions of this Agreement, the City agrees to sell the Site, and the Developer agrees to purchase for development for the amount of the Final Purchase Price, upon Developer's submission of the Commitments as set forth in Section 111 and the City's satisfaction of the conditions precedents described in Section 112.

1. [§122] Opening of Escrow; Closing.

For purposes of this Agreement, the opening of escrow (the "Opening of Escrow") for the Site shall be deemed to be the date on which three (3) copies of this Agreement, executed by the Developer and City, are delivered to First American Title Company, or such other title company as the parties may agree upon (hereinafter referred to as "Escrow Agent"). The consummation of the transaction as to the Site shall occur within thirty (30) calendar days of the satisfaction of the conditions precedent pursuant to Section 112. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Agreement have been delivered to, received by and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Agreement have been satisfied or waived, and (iii) the deed required pursuant to Section 129 has been recorded.

2. [§123] Construction Commencement Date.

The Developer shall commence construction of the Site within the time frames set forth in Attachment "B", Schedule of Performance, which shall be hereinafter referred to as the "Construction Commencement Date."

3. [§124] Site Information.

To the best of City's knowledge, the City does not possess any documents, reports, studies or information pertaining to the Site except for the Patent issued by the United States Bureau of Land Management.

4. [§125] Condition of Title.

The City shall convey to the Developer fee simple title subject to:

- a. A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site; and
- b. Any and all other exceptions, easements, conditions, covenants or reservations set forth in the Grant, Bargain and Sale Deed and of record.

The Escrow Agent shall, upon the signing of this Agreement by the Parties and the delivery of a copy to Escrow Agent, deliver to the Developer a preliminary title report and legible copies of all documents referred to therein covering or relating to the Site, and shall thereafter provide a survey of the Site to the Developer (at the Developer's sole expense, but with the cooperation and all survey information available to the City being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed therein as to the Site to be acquired by giving the Escrow Agent written notice thereof within twenty (20) days of receipt of the Preliminary Title Report. Failure to give written notice by the date of closing, of approval or disapproval to the Escrow Agent of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If the Developer disapproves any exceptions, the City shall have five (5) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any other exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to the Developer, unless the Developer waives its objection in writing delivered to the City and to the Escrow Agent. If the City shall agree to remove any exception objected to by the Developer, the City shall then have until the date for close of escrow within which to remove such exception. If the City is unable to remove any exception objected to by the Developer and which the City has agreed to remove by the date for close of escrow, the Developer may elect to (1) terminate this Agreement and receive a return of all funds and documents; or (2) waive the objection and close escrow.

The City agrees not to encumber the Site after the effective date of this Agreement, and further agrees to remove any monetary liens against its Site, and any voluntary encumbrances allowed to be placed against such Site after such effective date.

5. [§126] Termination of Agreement and Escrow—Non Default.

If this Agreement is terminated by the Developer or the City as permitted by any provision of this Agreement which does not constitute a default hereunder, the City shall return to the Developer the Good Faith Deposit, together with all earnings thereon; Escrow Agent shall return all documents to the party which supplied the documents; the Developer shall return to the City any reports, studies, plans, surveys, drawings, plats and specifications delivered to the Developer by the City, and the Developer and the City shall have no further obligation pertaining to the purchase or sale of the Site, except as to any surviving indemnifications set forth in this Agreement. The contingency set forth in Section 125 above is for the sole benefit of the Developer, and the Developer, in its sole discretion, may at any time in writing waive the contingency applicable to it in which case the waived contingency shall be deemed to be fully satisfied.

6. [§127] Conveyance at Closing; Simultaneous Closing.

Prior to Closing, the City shall deliver to Escrow Agent a Grant, Bargain and Sale Deed substantially in the form attached hereto as Attachment "G" for the Site wherein the Developer is grantee (the "Deed"); subject only to the items set forth in the Title Report, as approved by the Developer pursuant to Section 125, together with any affidavit or other documents required by law for recording deeds. Upon Closing, the Escrow Agent shall record the Deed for the Site.

Upon the Closing, Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County, Nevada, which Deed shall be recorded simultaneously with the deeds of trust or other security instruments securing acquisition, development, construction or other real estate secured financing for the Development.

7. [§128] Title Insurance Policies.

Concurrently with recordation of the Deed conveying the Site and as a condition of closing, the Escrow Agent and any required co-insurer shall provide and deliver to the Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 125 of this Agreement, and the title insurance policy shall be of the type and in the amount requested by the Developer receiving title to the Site, and with such endorsements and affirmative coverages as may be required by the Developer.

If the Developer desires to obtain extended coverage for its title policy, the City shall provide the Escrow Agent at closing with such evidence and customary documents as are reasonably required to issue such coverage.

The Developer shall pay for the standard title insurance (CLTA) premium for the policy and amount of title insurance and the Developer shall pay for any special endorsements and coverages, requested by the Developer for its Site acquired thereunder, including the additional cost of an ALTA survey policy.

8. [§129] Apportionment and Incidental Costs.

The Site taxes based from the Clark County Assessor shall be assessed as of the date of

the respective Closing, and shall be assumed and paid thereafter by the Developer as to the Site so acquired by the Developer.

9. [§130] Brokerage.

The Developer and the City each represent to the other that it has not dealt with any other real estate broker or any other party entitled to a commission, broker's fee or other compensation in connection with the sale of the Site by the City to the Developer. The Developer and the City each agree to indemnify, protect, defend and hold the other harmless for, from and against any expense, including, without limitation, attorneys' and accountants' fees, claims, actions, suits or demands for payment of any commission, finder's fee or other sum initiated by any broker, commission agent or other person which such party or its representatives has engaged or retained or with which it has had discussions concerning the transaction contemplated by this Agreement.

10. [§131] Changes in the Site.

Should all or any part of the Site be taken from City by eminent domain proceedings prior to the Closing on the Site, or, if prior to such Closing, any governmental authority should issue notice of any taking or proposed taking, the Developer may terminate this Agreement as to any portion of the Site not yet acquired by Developer by sending written notice thereof to City and Escrow Agent on or before the applicable Closing. If the Developer does not elect to terminate, then this Agreement shall remain in full force and effect. In the event the Developer terminates this Agreement pursuant to this paragraph, the Developer shall be entitled to an immediate refund of the Good Faith Deposit together with any interest earned thereon.

11. [§132] Possession.

Possession, unless previously delivered pursuant to Section 115, shall be delivered to the Developer upon Closing.

12. [§133] "As Is" Sale

The Developer acknowledges and agrees that the Site is to be sold and conveyed to, and accepted by the Developer in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Site or any of such related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, title (except as provided by the Deed to be delivered by the City to the Developer as set forth in Section 127), occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

II. [§ 200] DEVELOPMENT OF THE SITE

A. [§201] Development of the Site by the Developer.

1. [§202] Scope of Development.

The Site shall be developed as provided herein and as provided in the Scope of Development in Attachment "C", the Basic Concept Drawings and the Construction Plans, Drawings and Related Documents as set forth in Sections 203 and 204.

2. [§203] Basic Concept Drawings.

The Site shall be developed as generally established in the Basic Concept Drawings as provided in Attachment "F" which have been submitted to and approved by the City except for changes subsequently agreed upon between the Developer and the City.

3. [§204] Construction Plans, Drawings and Related Documents.

The Developer shall prepare and submit to the City for, and the City shall review and approve the following plans, drawings, related documents, and any subsequent revisions thereto to determine their consistency with the Basic Concept Drawings attached hereto as Attachment "F" for the Development of the Site, to wit:

- a. Final Architectural Plans
- b. Final Plot Grading Utility Plans
- c. Final Structural Plans
- d. Final Mechanical, Electrical, and Plumbing Plans

e. **Final On Site Landscaping Plans**

Said plans, drawings and related documents shall be provided within a reasonable time prior to the commencement of construction of the Site, and are hereinafter referred to as the "Plans and Drawings" and by this reference are incorporated herein as a part of this Agreement. The Plans and Drawings shall be deemed approved by the City unless rejected, in whole or in part, by written notice thereof by the City to the Developer made within thirty (30) calendar days after submission to the City. Any significant design changes in the elevations or Site Plan must be reviewed and approved by the Neighborhood Services Department Director or his designee. For purposes of this Section, the term "City" refers to the City Neighborhood Services Department. Submission of required submittals to the City does not relieve the Developer from any submittals of plans and drawings required of other City departments.

The Developer agrees to construct the improvements on the Site in accordance with the approved Plans and Drawings.

4. **[\$205] City Approval of Changes in the Plans and Drawings.**

If the Developer desires to make any material change in the Plans and Drawings after their approval by the City, the Developer shall submit the proposed change to the City for its approval, which approval shall not be unreasonably withheld. If the proposed change is approved, the City shall notify the Developer in writing within fifteen (15) calendar days after the submission to the City. Such change in the Plans and Drawings shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice thereof by the City to the Developer setting forth in detail the reasons therefor, and such rejection shall be made within the said 15-calendar-day period. This section does not apply to plans and drawings required by other City departments through the building or planning permit process.

5. **[\$206] Cost of Construction.**

The cost of developing the Site and constructing all improvements thereon shall be borne by the Developer.

6. **[\$207] Construction Schedule.**

The Developer shall begin and complete all construction and development of the Site within the times specified in Attachment "B" or such reasonable extension of said dates as may be requested by the Developer, granted by the City or provided in Section 504 of this Agreement, where such extensions shall not be unreasonably withheld. Attachment "B" is subject to revision from time-to-time as mutually agreed upon in writing between the Developer and the City.

7. **[\$208] Insurance and Indemnification.**

- a. The Developer shall require the Contractor to obtain and maintain during the existence of this Agreement, general comprehensive liability insurance for bodily injury and property damage in the minimum amount of Two Million and Zero Hundredths Dollars (\$2,000,000.00) combined

single limit. If such policy is on a "claims made" basis, then such coverage shall be maintained in effect for one (1) year after the issuance of the final Certificate of Completion.

- b. Prior to the commencement of any construction on the Site, the Developer shall furnish or cause to be furnished to the City certificates of insurance or endorsements evidencing the coverage required herein.
- c. The Developer will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within thirty (30) calendar days prior to the expiration date of said insurance.
- d. The City, its officers, employees, agents, consultants and volunteers must be expressly covered as insured parties under the insurance coverage required herein.
- e. The insurance coverage required herein must provide for a 30-day written notice to the City before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.
- f. In the event the Developer fails to obtain, or maintain the insurance required herein, the City shall have the right, in addition to the remedies available under Sections 407, 412 and 413, to pay the premium from the Good Faith Deposit to reinstate the insurance coverage which the Developer has failed to maintain, or to procure substitute insurance coverage, which in either case the City shall be entitled to collect the cost thereof from the Developer or deduct the same from any sums due the Developer under this Agreement.
- g. In addition to the insurance requirements of this Section, the Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the City, and its officers, members, consultants, agents and employees, from and against any and all actions, claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, including property of the City, which may arise out of, be caused by or result from the performance of the Developer's obligations under this Agreement excluding any claims, demands, liabilities, losses or costs resulting from the acts or omissions of the City and any of their respective officers, members, consultants, agents and employees.
- h. Subject to NRS Chapter 41, the City shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the Developer, and its respective officers, members, consultants, agents, contractors, sub-contractors and employees, from and against any and all actions,

claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, including property of the Developer, which may arise out of, be caused by or result from the performance of the City's obligations under this Agreement excluding any claims, demands, liabilities, losses or costs resulting from the acts or omissions of the Developer, and any of its officers, members, consultants, agents and employees.

- i. The Developer shall also furnish or cause to be furnished evidence satisfactory to the City that any contractor with whom it has contracted for performance of the work on the Site carries worker's compensation insurance required by law.

8. [§209] City, and Other Governmental Permits.

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, development or work. The City shall provide all assistance deemed appropriate by the City to the Developer in securing these permits.

9. [§210] Rights of Access.

For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of reasonable access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. The City shall indemnify the Developer and hold it harmless from any damage caused, or liability arising from, this right to access subject to the limitations of NRS Chapter 41.

The Developer and its engineers and agents shall have access to the Site at reasonable times after Opening of Escrow for the purpose of conducting geological, soil, drainage, engineering, building inspection, environmental tests and other studies and surveys which the Developer, in its reasonable discretion, deems necessary to determine whether the Site is suitable for Developer's contemplated use. The Developer shall thereafter restore the Site to the condition which existed prior to performing such tests and studies, including the application of a dust palliative on any soil disturbed by Developer as a result of such tests to the express written satisfaction of the City, and shall indemnify and hold City harmless from and against costs, expenses or liability incurred as a result of Developer's activities on the Site exercised pursuant to this paragraph.

10. [§211] Compliance With Local, State, and Federal Laws.

The Developer shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal, state and local standards.

11. [§212] Antidiscrimination During Construction.

The Developer, for itself and its successors and assigns, agrees that in the construction of the Development provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry or national origin.

B. [§213] City Approval of Operating Covenants, And Reciprocal Easement Agreements.

Upon written request, delivered by the City to the Developer, the City reserves the right of approval, which shall not be unreasonably withheld, of operating covenants and reciprocal easement agreements that the Developer may enter into during construction of the Development. Such operating covenants and reciprocal easement agreements shall be deemed approved by the City unless rejected, in whole or in part, by written notice thereof by the City to the Developer setting forth in detail the reasons therefor, within fifteen (15) calendar days after the submission to the City.

C. [§214] Taxes, Assessments, Encumbrances and Liens.

Prior to the issuance of a Certificate of Completion, the Developer shall not place or allow to be placed on the Site any mortgage, trust deed, encumbrance or lien unauthorized by this Agreement. Subsequent to the issuance of a Certificate of Completion, the Developer shall be allowed to place on the Site any mortgage, trust deed, encumbrance or lien. The Developer shall remove or have removed any levy or attachment caused by Developer or Developer's agents, contractors or subcontractors, to be made on the Site (or any portion thereof), or shall assure the satisfaction thereof, within a reasonable time.

Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to the Developer in respect thereto, as long as such contest does not impair the title to the Site.

D. [§215] Prohibition Against Transfer of Site, the Buildings or Structures Thereon.

The Developer hereby represents and warrants that the Site is being acquired for the purpose of Development as defined in Section 108, and is not for speculative purposes. Subject to Section 107, the Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, or assign the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the City. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site.

In the absence of specific written agreement by the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Developer or any other party from any obligations under this Agreement until completion of Development as evidenced by the issuance of a Certificate of Completion therefor.

E. [§216] Security Financing; Rights of Holders.

1. [§217] No Encumbrances Except Mortgage, Deeds of Trust, Sales and Lease-Backs or Other Financing for Development.

Notwithstanding Sections 214 and 215 of this Agreement, mortgages, deeds of trust, sales and leases-back or any other form of conveyance required for any reasonable method of financing are permitted before issuance of a Certificate of Completion but only for the purpose of securing loans of funds to be used for construction of improvements on the Site or any other expenditures necessary and appropriate to develop the Site under this Agreement. The Developer shall notify the City in advance of any mortgage, deed of trust, sale and lease-back or other form of conveyance for financing if the Developer proposes to enter into the same before issuance of a Certificate of Completion. The Developer shall not enter into any such conveyance for financing without the prior written approval of the City, which approval the City agrees to give if any such conveyance is given to a responsible financial or lending institution or other reasonable acceptable person or entity. Such lender shall be deemed approved unless rejected in writing by the City within ten (10) calendar days after notice hereof to the City by the Developer. In any event, the Developer shall promptly notify the City of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the Site whether by voluntary act of the Developer or otherwise. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

2. [§218] Holder Not Obligated to Construct Improvements.

The holder of any mortgage, deed of trust or other security interest authorized by this Agreement may, but shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Site to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Agreement.

3. [§219] Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure.

Whenever the City shall deliver any notice or demand to the Developer with respect to any breach or default by the Developer in completion of construction of the improvements, the City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage, deed of trust or other security interest authorized by this Agreement who has previously made a written request to the City therefor. Each such holder shall (insofar as the rights of the City are concerned) have the right, at its option, within ninety (90) calendar days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such default and to add the cost thereof to the security interest debt and the lien of its security interest. In the event there is more than one such holder, the right to cure or remedy a breach or default of the Developer under this Section 219 shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves. Nothing contained in this Agreement shall be deemed to permit or authorize such holder or its nominees or assignees as permitted by this Agreement or approved by the City to undertake or continue the construction or completion of the improvements (beyond the extent already made) without first having expressly assumed the Developer's obligations to the City by written agreement satisfactory to the City. The holder or its nominees or assignees as permitted by this Agreement or approved by the City in that event must agree to complete, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates and submits evidence satisfactory to the City that it has the qualifications and financial responsibility necessary to perform such obligations.

Any such holder properly completing such improvements shall be entitled, upon written request made to the City, to a Certificate of Completion from the City. Anything to the contrary notwithstanding, a default or breach by the Developer, and/or a notice of default or breach by the City to the Developer shall in no way impair or hinder the holder's priority or security interest represented by holder's mortgage, deed of trust or other security interest.

4. [§220] Failure of Holder to Complete Improvements.

In any case where, ninety (90) calendar days after receipt by the holder of any mortgage, deed of trust or other consensual lien of record of said notice of Developer's default in completion of construction of improvements under this Agreement, the holder of any mortgage, deed of trust or other security interest creating a lien or encumbrance upon the Site has not exercised the option to construct, or if it has exercised the option and has not proceeded diligently with construction, the City may purchase the mortgage, deed of trust or other security interest by sending written notice to the holder and making payment to the holder within thirty (30) calendar days of such written notice of the amount of the unpaid debt, plus any accrued and unpaid interest. If the ownership of the Site has vested in the holder, the City, if it so desires, shall be entitled to a conveyance of the Site from the holder to the City upon payment to the holder, within thirty (30) days of the date on which ownership of the Site became vested in such holder, of an amount equal to the sum of the following:

- a. The unpaid mortgage, deed of trust or other security interest debt at the time title became vested in the holder (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings);
- b. All expense with respect to foreclosure;
- c. The net expenses, if any (exclusive of general overhead), incurred by the holder as a direct result of the subsequent management of the Site;
- d. The costs of any authorized improvements made by such holder; and
- e. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage or deed of trust debt and such debt had continued in existence to the date of payment by the City.

5. [§221] Right of City to Cure Mortgage, Deed of Trust or Other Security Interest Default.

In the event of a default or breach by the Developer of a mortgage, deed of trust or other security interest with respect to the Site prior to the completion of the Development, and the holder has not exercised its option to complete the Development, the City may cure the default within ninety (90) calendar days after the expiration of the ninety (90) day period provided for in Section 220 or the receipt of the holder's notification that it will not complete the Development. In such event, the City shall be entitled to a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security interests executed for the sole purpose of obtaining funds to acquire or develop the Site as authorized herein.

F. [§222] Certificate of Completion.

A Certificate of Completion shall be issued promptly after receipt of a request therefor after the completion of all construction of improvements on the Site and the submission of evidence that the Developer has retained a property manager to operate the Development for affordable housing. The Certificate of Completion for the Development shall be in the form attached hereto as Attachment "E" which shall be recorded in the Office of the County Recorder of Clark County. A Certificate of Completion for less than all of the improvements comprising the Development shall not be recorded.

The Certificate of Completion for the Development shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement upon the Site or such portion thereof and of full compliance with the terms hereof. After issuance of the Certificate of Completion for the Development, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such portion thereof covered by said Certificate of Completion shall not (because of such ownership, purchase lease or acquisition) incur any obligation or liability under this Agreement. Except as otherwise provided herein, after the issuance of the Certificate of Completion for the Development or such portion thereof, neither the City, the City nor any other person shall have any rights, remedies or controls with respect to the Site or such portion thereof that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site or such portion thereof shall be as set forth in Sections 301 to 304, inclusive, of this Agreement.

If the City refuses or fails to furnish the Certificate of Completion for the Development after written request from the Developer, the City shall, within ten (10) calendar days of such written request, provide the Developer with a written statement of the reasons the City refused or failed to furnish the Certificate of Completion. The statement shall also contain the City's opinion of the action the Developer must take to obtain a Certificate of Completion. If the City shall have failed to provide such written statement within said 10-day period, the Developer shall be deemed entitled to the Certificate of Completion.

The Certificate of Completion for the Development shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

III. [§ 300] USE OF THE SITE

A. [§301] Uses.

The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest that during construction and thereafter, the Site shall be devoted only to affordable housing or for a purpose related to affordable housing. The foregoing covenants shall run with the land.

B. [§302] Maintenance.

The Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest to maintain the improvements on the Site and keep the Site free from any accumulation of debris or waste materials and to maintain the landscaping required to be planted in accordance with the Plans and Drawings in a healthy condition. If at any time the Developer, or its successors in interest, shall fail to keep the Site free of debris or waste materials or to maintain said landscaping in a healthy condition, and said condition is not corrected within ten (10) calendar days after written notice from the City (or within such longer period of time as is reasonably necessary therefor), the City may perform the necessary cleanup or landscape maintenance, and the Developer, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. The foregoing covenant shall run with the land.

C. [§303] Obligation to Refrain From Discrimination.

The Developer covenants by and for itself, its successors, assigns and every successor in interest to the Site or any party thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

D. [§304] Effect and Duration of Covenants.

Except as otherwise provided, the covenants contained in this Agreement shall remain in effect three (3) years following the date on which the Certificate of Completion is issued. The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns, the City and any successor in interest to the Site or any part thereof.

The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interest of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the City without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site. The City shall have the right, if this Agreement or the

covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

IV. [§ 400] DEFAULTS, REMEDIES AND TERMINATION

A. [§401] Events of Default by the Developer.

If, during the existence of this Agreement, the Developer:

1. Transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement contrary to the provisions of Section 107;
2. Fails to deposit or maintain the amount of the Good Faith Deposit, as required pursuant to the provisions of Section 109;
3. Fails to submit evidence of firm and binding financing, as required pursuant to the provisions of Section 111;
4. Fails to complete and/or provide evidence of completion of the conditions precedent, as required pursuant to the provisions of Section 112;
5. Fails to satisfy all of the conditions subsequent, as required pursuant to the provisions of Section 113;
6. Fails to proceed with, abandons or substantially suspends the construction of the improvements required by this Agreement;
7. Fails to meet the deadlines set forth in Attachment "B" or proceed in a timely manner with the Development; or
8. Fails to comply with any term or provision of the Developer required under this Agreement;

then, the occurrence of any of the foregoing events, as long as such events were due solely to the actions or omissions of the Developer (a "Developer Event of Default"), shall constitute a breach in the performance of the obligations imposed upon the Developer and shall entitle the City to the remedies, legal and equitable. If after receiving thirty (30) calendar days written notice of default from the City, the Developer has failed to cure the Developer Event of Default to the satisfaction of the City, then the City may terminate the Agreement, require immediate payment of the Final Purchase Price and elect to exercise its rights, legal or equitable, the City may have under this Agreement. Notwithstanding the foregoing, in the event that such Developer Event of Default cannot reasonably be cured within the thirty (30) day period, but is curable and the Developer in good faith begins efforts to cure it within such thirty (30) day period and continues diligently to do so, the Developer shall have a reasonable additional period thereafter to effect the cure of the Developer Event of Default, however the additional period shall not extend beyond sixty (60) additional days from the expiration of the thirty (30) day cure period.

B. [§402] Events of Default by the City.

If during the existence of this Agreement, the City fails to perform any material obligation imposed under the provisions of this Agreement, then, the occurrence of any of the foregoing events (an "City Event of Default") shall constitute a breach in the performance of the obligations imposed upon the City and shall entitle the Developer to the remedies, and only the remedies, hereinafter set forth, if, after receiving thirty (30) calendar days written notice from the Developer, the City has failed to cure, or to commence a cure and diligently pursue it to the completion.

C. [§403] Institution of Legal Action.

Any legal action to enforce the rights and remedies provided herein must be instituted in the District Court of the County of Clark, State of Nevada, or, alternatively, in the Federal District Court in the State of Nevada, if jurisdiction therein is appropriate.

D. [§404] Applicable Law.

The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement.

E. [§405] Service of Process.

In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Manager of the City or in such other manner as may be provided by law.

In the event that any legal action is commenced by the City against the Developer, service of process on the Developer may be made by personal service upon the resident agent of the Developer or in such other manner as may be provided by law and shall be valid whether made within or without the State of Nevada.

F. [§406] Remedies of the Parties.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

1. [§407] Mutual Remedy of Specific Performance

Upon occurrence of an Event of Default by either the Developer or the City during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement.

2. [§408] Remedy of the Developer—Termination.

In the event of a City Event of Default, the Developer shall have the right, prior to the conveyance of title to the Site, to terminate, this Agreement ten (10) calendar days after written notice of termination is received by the City. Upon such termination, the parties hereto shall have no further recourse against, or liability to, each other; provided, however, the City shall return the Good Faith Deposit and any earnings thereon shall be returned to the Developer.

3. **[§409] Remedy of the Developer—Damages.**

Subsequent to the conveyance of the Site, upon the occurrence of an City Event of Default with respect to the Site, the Developer shall be entitled, in lieu of the right of termination as provided in Section 408, to recover from the City such damages as permitted by law, but in no event shall such damages exceed the sum of Ten Thousand and Zero Hundredths Dollars (\$10,000.00).

4. **[§410] Remedies of the City.**

a. **[§411] Intentionally Omitted.**

b. **[§412] Termination**

During the existence of this Agreement and only upon an uncured Developer Event of Default as defined in Section 401, the City shall have the right, subject to Sections 216 through 221 hereof, to terminate the entire Agreement if the Developer Event of Default relates to its obligations in regard to the Site Development shown in Attachment "F" and described in Attachment "C", and this Agreement shall so terminate ten (10) calendar days after written notice of termination is received by the Developer or such later date as may be specified in the written notice.

c. **[§413] Liquidated Damages**

In the event of termination under Section 412, or in the event the Developer is in breach or default with respect to any other material obligation of Developer under this Agreement which is not specified in Section 401, the Good Faith Deposit may be retained by the City as liquidated damages and as its property without any deduction, offset or recoupment whatsoever. If the Developer should default upon its obligations making it necessary for the City to terminate this Agreement and to procure another party or parties to redevelop the Site in substantially the manner and within the period that the Site would be redeveloped under the terms of this Agreement, then the damages suffered by the City by reason thereof would be uncertain. Such damages would involve such variable factors as postponement of tax revenues therefrom to the community and the failure of the City to effect its purposes and objectives within a reasonable time, resulting in additional immeasurable damage and loss to the City and the community. It is impracticable and extremely difficult to fix the amount of such damages to the City, but the parties are of the opinion, upon the basis of all information available to them, that such damages would approximately equal the amount of the Good Faith Deposit held by the City at the time of the default of the Developer, and the amount of such deposit shall be retained to the City upon any such occurrence as the total of all damages for any and all such defaults and not as a penalty.

d. **[§414] Return of the Site.**

In the event of termination of this Agreement by the City pursuant to Section

412, the Developer agrees to return the Site heretofore conveyed to the Developer and for which Developer has not received a Certificate of Completion from the City pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return the Site conveyed to the Developer shall entitle the City to sue the Developer for the return of the Site for which Developer has not received a Certificate of Completion from the City. Such return of the Site shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

- i. Any deed of trust, mortgage or other security instrument permitted by this Agreement; or
- ii. Any rights or interest provided in this Agreement for the protection of the holder of such deeds of trust, mortgages or other security instruments.

The grant, bargain and sale deed shall contain appropriate reference to give effect to the City's right, as set forth in this Section 414 under specified circumstances prior to the issuance of a Certificate of Completion to terminate and revest in the City the property conveyed to the Developer.

V. [§ 500] GENERAL PROVISIONS

A. [§501] Notices, Demands and Communications Between the Parties.

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Developer as set forth in Sections 106 and 107 hereof. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate by mail.

B. [§502] Conflicts of Interest.

Except as disclosed by the City, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

C. [§503] Nonliability of City Officials and Employees.

No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or for any amount which may become due to the Developer or on any obligations under the terms of this Agreement.

D. [§504] Enforced Delay: Extension of Times of Performance.

In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrections; strikes; lock-outs; riots; floods, earthquakes; fires, casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation, but excluding any eminent domain litigation instituted by City to acquire title to the Site unless a delay in such litigation is beyond the reasonable control of the City; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City or the City shall not excuse performance by the City) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice. Times of performance under this Agreement may be extended only in writing by the City and the Developer.

E. [§505] Inspection of Books and Records.

The City has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the Developer pertaining to the Site as pertinent to the purposes of this Agreement.

The Developer also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the City pertaining to the Site as pertinent to the purposes of this Agreement.

F. [§506] Plans and Data.

Where the Developer does not proceed with the development of the Site, and when this Agreement is terminated pursuant to Section 410 hereof for any reason, the Developer shall deliver to the City any and all plans and data concerning the Property owned by the Developer, and the City or any other person or entity designated by the City shall be free to use such plans and data, including plans and data previously delivered to the City, for any reason whatsoever without cost or liability therefor to the Developer or any other person.

G. [§507] Intentionally Omitted.

H. [§508] Developer's Representations and Warranties.

In addition to the representations and warranties otherwise provided for in this Agreement, the Developer represents and warrants to the City as of the date of this Agreement, and upon Closing shall be deemed to represent and warrant, as follows:

1. The Developer is a limited partnership duly formed and validly existing under the laws of the State of Nevada and has the full power and authority to execute this Agreement on behalf of Developer. The person signing this Agreement and any documents and instruments in

connection herewith on behalf of the Developer has full power and authority to do so.

2. All necessary action has been taken to duly authorize the execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by Developer of the covenants and obligations to be performed and carried out by it hereunder.

3. The Developer, to the best of the Developer's knowledge, is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

4. There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by the Developer or filed by the Developer, or to the best of Developer's knowledge, pending in any current judicial or administrative proceeding against Developer.

5. The Developer is authorized to own and develop real property in the State of Nevada.

I. [\$509] City's Representations and Warranties.

In addition to the representations and warranties otherwise provided for in this Agreement, the City represents, and warrants to the Developer as of the date of this Agreement, and upon any Closing hereunder shall be deemed to represent and warrant, as follows:

1. All persons signing this Agreement and/or any documents and instruments in connection herewith on behalf of the City have full corporate and municipal power and authority to do so.

2. All necessary action has been taken to duly authorize the execution and delivery by City of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by City of the covenants and obligations to be performed and carried out by it hereunder.

3. The execution, delivery and performance by City of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by City does not, and will not, result in any violation of, or conflict with or constitute a default under any provision of any agreement of City or any mortgage, deed of trust, bond, indenture, lease, security agreement, or other instrument or agreement to which City is a party, or any judgment, writ, decree, order, injunction, rule or governmental regulation to which it is subject.

4. To the best of the City's knowledge, City has not received any notice from any city, county or state authority or other political, governmental, or quasi-governmental authority or subdivision having jurisdiction over the Site requiring or specifying that any work be done to the Site, and City has no actual knowledge that any work is required to be done to the Site.

5. There are no other agreements with any other developers with respect to the Site.

J. [§510] Representations and Warranties at Closing.

All of Developer's representations and warranties contained in this Agreement shall be true and correct at Closing as though made at and as of such Closing. All of City's representations and warranties contained in this Agreement shall be true and correct at Closing as though made at and as of such Closing.

K. [§511] Attorneys' Fees.

If either party to this Agreement shall breach its representations or warranties hereunder or shall fail to fulfill or perform any of its covenants or obligations in this Agreement, that party shall pay all costs, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce the terms, covenants, conditions and provisions of this Agreement, or that may be incurred as a result of the default under or breach of this Agreement, in the event legal action is commenced.

L. [§512] Time of Essence.

Time is of the essence with respect to the performance of all terms, covenants, conditions and provisions of this Agreement. No provision of the Escrow Instructions shall extend any Closing Date or provide either party hereto with any grace period not provided in this Agreement.

M. [§513] Further Assurances.

The parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

N. [§514] Section Headings.

The section headings in this Agreement are inserted only for convenience and reference and the parties intend that they shall be disregarded in interpreting the terms, covenants, conditions and provisions of this Agreement.

O. [§515] Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

P. [§516] Waiver.

Either of the parties shall have the right to excuse or waive performance by the other party of any obligation under this Agreement by a writing signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

Q. [§517] Intentionally Omitted.

R. [§518] Construction.

As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party causing this Agreement or any part of this Agreement to be drafted. The parties acknowledge that each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

S. [§519] No Partnership, Third Person.

It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and Developer except as specifically provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

T. [§520] Time of Performance.

If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made and completed if made and completed no later than 5:00 P.M. (Las Vegas time) on the day for performance.

U. [§521] Survival.

Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive each Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

V. **[§522] Intentionally Deleted.**

W. **[§523] Counterparts.**

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

VI. **[§ 600] SPECIAL PROVISIONS**

A. **[§601] Submission of Documents to the City for Approval.**

Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval, which shall be deemed approved if not acted on by the City within a specified time, said plans, drawings or other documents shall be accompanied by a letter directed to the City's Neighborhood Services Department stating that they are being submitted and will be deemed approved unless rejected by the City within the stated time. If there is no time specified herein for such City action, the Developer may submit a letter requiring City approval or rejection of documents within thirty (30) calendar days after submission to the City or such documents shall be deemed approved. It is understood and agreed by parties hereto that approval by the City Manager of the City shall be deemed approval by the City for purposes of this section. The plans, drawings or other documents refer to the plans, drawings or other documents required of this Agreement and shall be separate and distinct from any plans, drawings or other documents required by other City departments through the building permit or planning process.

B. **[§603] Amendments to this Agreement.**

The Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, bond counsel or financial consultants to the City, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

C. **[§604] Disclosure of Principals.**

Pursuant to Resolution R-105-99 adopted by the governing board of the City effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Attachment "H", all principals and partners of the Developer as well as all persons and entities holding more than one percent (1%) interest in the Developer. Throughout the term hereof, the Developer shall notify the City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

VII. **[§ 700] ENTIRE AGREEMENT WAIVERS AND AMENDMENTS**

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 29, inclusive, and Attachments "A" through "H", attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

VIII. [§ 800] TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

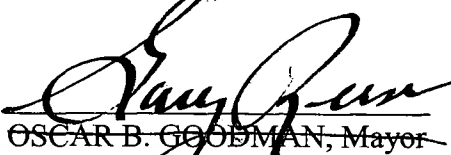
This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed, and delivered by the City thirty (30) calendar days from the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement.

{This space is left intentionally blank}

By executing this Agreement and submitting it to the City, Developer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. The effective date of this Agreement shall be the date when this Agreement has been approved at a properly noticed public meeting of the governing board of the City.

CITY OF LAS VEGAS

By:


OSCAR B. GOODMAN, Mayor

Gary Reese, Mayor Pro-Tem

ATTEST:


BARBARA JO RONEMUS, Secretary

APPROVED AS TO FORM:

 11/8/04
Date

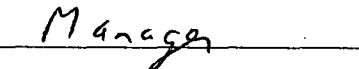
SILVER SKY ASSISTED LIVING, A NEVADA LIMITED PARTNERSHIP

By: SILVER SKY ASSISTED LIVING, LLC
Its: General Partner

By: AFFIRMATIVE NEVADA LLC
Its: Manager

By: AFFIRMATIVE INVESTMENTS, INC.
Its: Manager

By: 

Its: 

Site Map

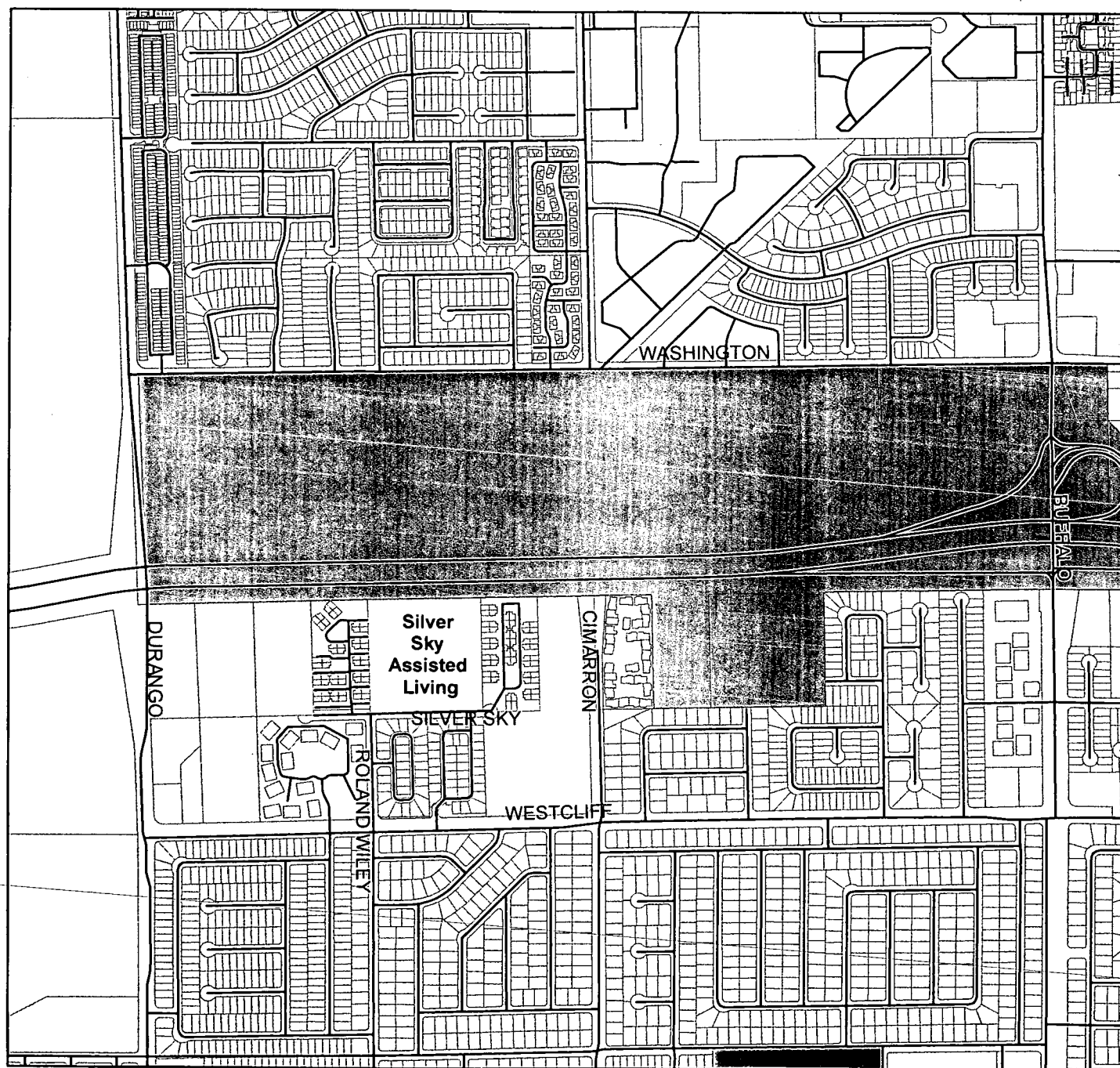
Legend

-  Street Centerline
-  Parcels
-  scl_majors
-  Leased
-  Applied
-  USA
-  City of Las Vegas

Real Estate & Asset Mgmnt



9/1/2004



ATTACHMENT "B"
SCHEDULE OF PERFORMANCE

ACTION	DATE
1. Execution and Delivery of the Agreement by the Developer to the City.	November 5, 2004
2. Submission to the City of the Developer's Good Faith Deposit of \$10,000	November 16, 2004
3. Approval of the Agreement by the City at the City Council Meeting.	November 17, 2004
4. Execution of the Agreement by the City.	November 22, 2004
5. Submission of final Basic Concept Drawings (Pursuant to Sections 113(d) and 203).	November 24, 2004
6. Delivery of the Preliminary Title Report to the Developer by the Escrow Agent.	December 17, 2004
7. Approval of the Preliminary Title Report by the Developer.	January 6, 2005 (within 20 days of receipt)
8. Submission of Site Development Plan Review Application to the City of Las Vegas Building and Safety Department.	December 1, 2004
9. Submission of the Commitments by the Developer to the City.	December 31, 2004
10. Approval of the Commitments by the City.	January 15, 2005
11. Receipt by the Developer of the City and Other Governmental Permits necessary to Commence Construction.	January 25, 2005
12. Submission of Certificates of Insurance by the Developer to the City.	February 1, 2005
13. Payment of Final Purchase Price by the Developer.	January 31, 2005
14. Conveyance of the Site by the City to the Developer.	February 1, 2005
15. Commencement of Construction as defined in Section 117 of the DDA.	February 8, 2005
16. Completion of Construction.	March 31, 2006
17. Issuance of the Certificate of Completion by the City to the Developer.	May 31, 2006
18. Return of the Developer's Good Faith Deposit.	June 30, 2004

ATTACHMENT "C"

SCOPE OF DEVELOPMENT

The Silver Sky Assisted Living Facility, located in the Summerlin area of Las Vegas, Nevada, will provide affordable service-enriched housing for seniors. The residence will be the first facility in the State of Nevada to combine public donated land, tax credit financing, and service reimbursements from Medicaid to provide individual apartments and assisted living services to low-income seniors.

The residence will provide a total of 90-units of affordable housing to elderly individuals who need some assistance with daily living and personal care. Eighty-four of these units will have one bedroom and one bathroom; and six units will have two bedrooms and one bathroom. The one-bedroom units will range from 518 square feet to 564 square feet and the two-bedroom units will be sized at nearly 600 square feet. The majority of units are designed to have walk-in closets and all units are designed to be handicapped accessible or adaptable. The dwelling units are designed to take up a total of 47,448 square feet. The total square footage of the building (excluding covered patio and porte cochere) is designed to total 81,114 square feet.

The building is being designed by Perlman Architects, and a great emphasis has been placed on creating spacious and well-integrated community spaces that will encourage residents to remain active and socialize with their peers. The facility has a "Double Y" configuration with three-stories to minimize walking distances between apartments and communal space. The majority of activity space is designed to be located on the first floor, although each floor will have some community space. At present, common areas include a living room, multipurpose room, classroom, library, country store, country kitchen and ice cream parlor, beauty parlor, wellness space and numerous lounges scattered throughout the facility. The Silver Sky residence is designed to be filled with natural light, giving residents year round access to the outdoors through the many windows and French doors onto enclosed patios. The residents will have access to several garden areas and walking paths on the site. The common areas will take up a total of 20,218 square feet of the development as currently designed.

It is intended that the Silver Sky residence will be the first part of a larger 10-acre elderly care campus. Current plans call for a second and third phase of development during which time two 40-unit HUD Section 202 buildings for independent low-income elderly individuals will be built.

ATTACHMENT "D"
LEGAL DESCRIPTION

Mount Diablo Meridian, Nevada, T. 20 S., R. 60 E., Sec. 28, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 10 acres, more or less

ATTACHMENT "E"
CERTIFICATE OF COMPLETION

APN: _____

Recording Requested by:

City of Las Vegas
Neighborhood Services Department

After recording, mail to:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, by Disposition and Development Agreement dated _____, the City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter referred to as the "City," conveyed to Silver Sky Assisted Living, a Nevada limited partnership, hereinafter referred to as "Developer", the site situated in the City of Las Vegas, Nevada, described on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, as set forth in the DDA, the City shall furnish the Developer with a Certificate of Completion upon completion of all construction and development upon the Site, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the DDA; and

WHEREAS, the City has determined conclusively that the construction and development on the Site has been satisfactorily completed;

NOW THEREFORE, the City agrees:

The City does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed.

IN WITNESS THEREOF, the City has executed this Certificate.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Date: _____

ATTEST:

Barbara Jo Ronemus, City Clerk

Date: _____

ATTACHMENT "F"
BASIC CONCEPT DRAWINGS
(To be submitted)

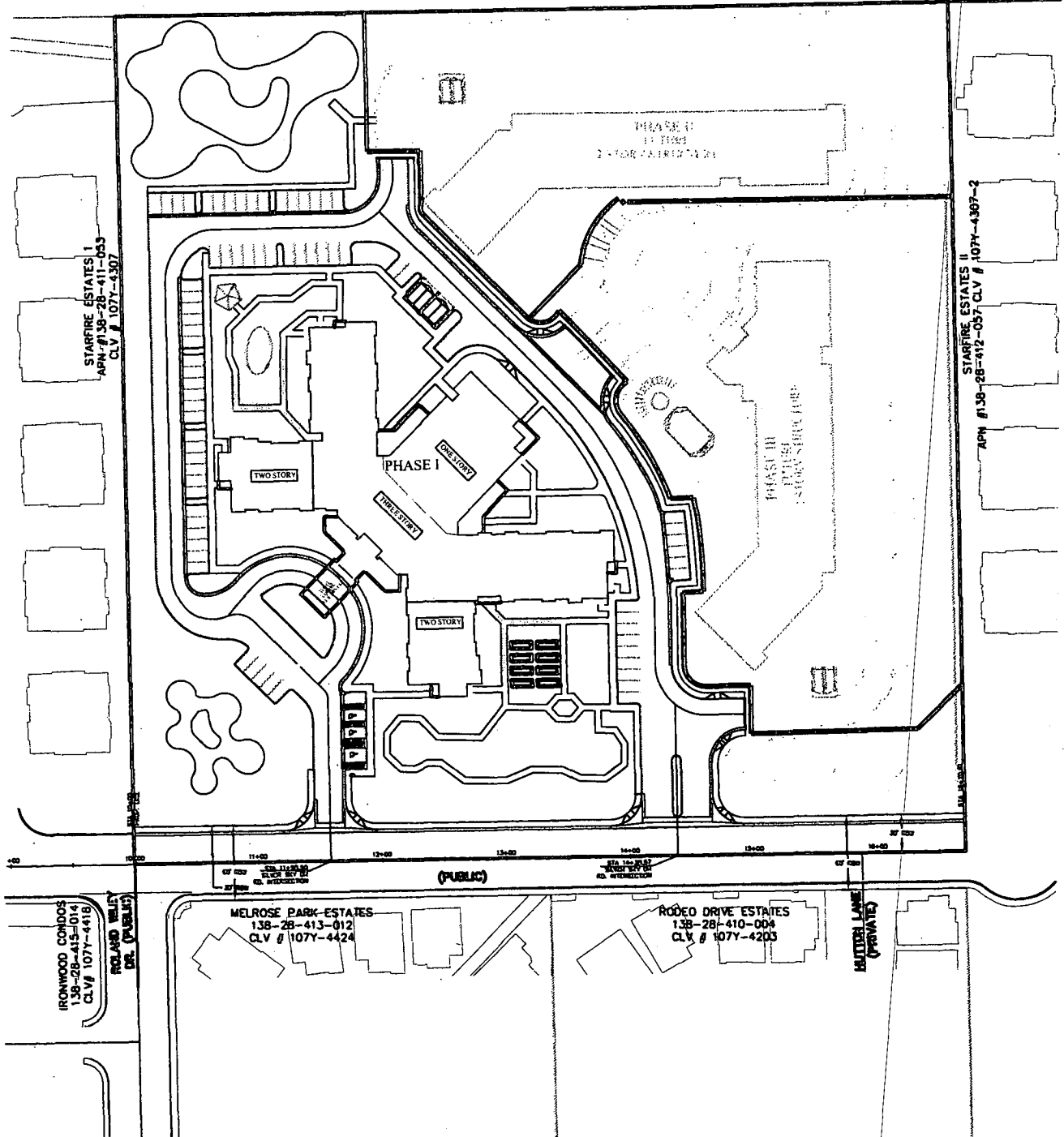
ATTACHMENT "F"
BASIC CONCEPT DRAWINGS

NORTH

SUMMERLIN PARKWAY EAST
BOUND

SUMMERLIN PARKWAY LANDSCAPE AREA

NOT TO SCALE



TRC

Customer- Focused Solutions
BV Engineering Nevada

8395 W. SUNSET ROAD
Suite 190
Las Vegas, NV 89113
Tel: 702-650-0572
Fax: 702-307-4222
Web: trcsolutions.com

Project: SILVER SKY ASSISTED LIVING
SITE PLAN

Project No: _____ Date: 02/03/05

Fig. No: 1

ATTACHMENT "G"
GRANT, BARGAIN, AND SALE DEED

APN: _____

Recording Requested by:

City of Las Vegas
Neighborhood Services Department

After recording, Mail to:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

For valuable consideration, the receipt of which is hereby acknowledged,

THE CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (herein called "Grantor"), hereby grants, bargains and sells to Silver Sky Assisted Living, A Nevada Limited Partnership (herein called "Grantee"), the real property (the "Property") legally described in the document attached hereto, labeled Exhibit "A" and incorporated herein by this reference.

1. The Property is conveyed subject to a Disposition and Development Agreement entered into between Grantor and Grantee. The Property is also conveyed subject to all easements, reservations, restrictions, conditions, rights-of-way, and other encumbrances of record. All terms capitalized herein which are not otherwise defined herein shall have the meaning given to them in the Disposition and Development Agreement.
2. The Grantee hereby covenants and agrees for itself, its successors, its assigns and every successor in interest, that during construction and thereafter, the Grantee, its successors and assignees, shall not use the Property for other than the uses specified in the Disposition and Development Agreement.
3. The Grantee hereby covenants and agrees for itself, its successors, its assigns and every successor in interest, that it will maintain the improvements on the Property and keep the Property free from any accumulation of debris or waste materials and will conform the development requirements specified in the Disposition and Development Agreement, including the U.S. Patent No. 27-2004-0042. If at any time the Grantee, its successors or assignees or every successor in interest thereafter, shall fail to maintain the Property free of debris or waste materials, then the City may perform the necessary cleanup or maintenance, and the Grantee, or its successors or assignees or every successor

thereafter, shall pay costs as a reasonably incurred for such cleanup or maintenance.

4. Except as provided in the Disposition and Development Agreement, the Grantee shall not transfer, convey, assign or lease the whole or any part of the Property or the buildings or improvements thereon without the prior written consent and approval of Grantor. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing of any part or parts of a building or structure in accordance with the Disposition and Development Agreement.

5. Subsequent to the execution of this Deed and prior to the issuance of the Certificate of Completion, and subject to the provision of Section 414 of the Disposition and Development Agreement, the Grantor shall have the right at its option to reenter and repossess the Property hereby conveyed, or any portion thereof, together with all improvements thereon, upon the occurrence of a Developer Event of Default.

Such right to repurchase, reenter and repossess, to the extent provided in this Deed, shall not defeat, render invalid or limit:

- a. Any mortgage, deed of trust, or security instrument specifically permitted by the Disposition and Development Agreement; or
 - b. Any rights or interest provided in the Disposition and Development Agreement for the protection of the holder of such mortgage, deed of trust or other security instruments.
6. The Grantee covenants by and for itself, its successor, its assigns and every successor in interest thereafter that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property.
7. No violation or breach of the covenants, conditions, restrictions, provisions, or limitations contained in this Deed shall defeat or render invalid or in any way impair the mortgage, deed of trust or other security instrument permitted by the Disposition and Development Agreement; provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.
8. The covenants contained in paragraph 6 and paragraph 7 of this Deed shall remain in perpetuity. The covenants contained in paragraph 4 shall remain in effect for _____ months after the date of conveyance of the Site to Grantee. The covenants contained in paragraph 5 shall remain in the effect until issuance of a Certificate of Completion pursuant to Section 222 of the Disposition and Development Agreement.
9. The covenants contained in paragraphs 2, 3, 4, 5, 6, and 7 of this Deed shall be binding for the benefit of Grantor, its successors and assigns, and any successor in

interest thereafter to the Property or any part thereof, and such covenants shall run in favor of the Grantor and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is, or remains an owner of any land or interest therein to which such covenants relate. The Grantor and such aforementioned parties, in the event of any breach of any covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Deed shall be for the benefit of and shall be enforceable only by the Grantor and such aforementioned parties.

10. In the event of any express conflict between this Deed or the Disposition and Development Agreement, the provisions of this Deed shall control.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized,

this _____ day of _____, 2004.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

"ASSIGNEE"

SILVER SKY ASSISTED LIVING,
A NEVADA LIMITED PARTNERSHIP-

By: SILVER SKY ASSISTED LIVING, LLC
Its: General Partner

By: AFFIRMATIVE NEVADA LLC
Its: Manager

By: AFFIRMATIVE INVESTMENTS, INC.
Its: Manager

By: _____

Its: _____

ACKNOWLEDGMENTS

STATE OF NEVADA }
 ss.
COUNTY OF CLARK }

This instrument was acknowledged before me, a notary public, on this _____ day of _____, _____, Mayor of the City of Las Vegas.

NOTARY PUBLIC, in and for said County and State

STATE OF NEVADA }
 ss.
COUNTY OF CLARK }

This instrument was acknowledged before me, a notary public, on this _____ day of _____, _____, by _____, as General Partner of Silver Sky Assisted Living, LP.

NOTARY PUBLIC, in and for said County and State

EXHIBIT "A"
TO
GRANT, BARGAIN AND SALE DEED

Mount Diablo Meridian, Nevada, T. 20 S., R. 60 E., Sec. 28, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$

Containing 10 acres, more or less

Exhibit "H"

DISCLOSURE OF PRINCIPALS

The following is a list of the principals and partners of Silver Sky Assisted Living, A Nevada Limited Partnership (the "Assignee"), including all persons and entities holding more than a one percent (1%) interest in the Assignee.

NAME	BUSINESS ADDRESS	BUSINESS PHONE	RELATIONSHIP
Silver Sky Assisted Living, LLC	33 Union Street Boston, Massachusetts 02108	617-367-4300	General Partner (0.01%)
Affirmative Nevada LLC	33 Union Street Boston, Massachusetts 02108	617-367-4300	Manager and 60% member of Silver Sky Assisted Living, LLC
Nevada H.A.N.D., Inc.	295 E. Warm Springs Road, Suite 101 Las Vegas, Nevada 89119	702-739-3345	20% member of Silver Sky Assisted Living, LLC
Affordable Housing Resource Council	1400 Wedekind Road, Suite 3 Reno, Nevada 89512 Attn: Jonnie Pullman	775-324-1870	Limited Partner (99.99%) and 20% member of Silver Sky Assisted Living, LLC
Ernest Nielsen	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-328-2592	President of Affordable Housing Resource Council
Bob Rusk	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-329-6411	Secretary of Affordable Housing Resource Council
Jeff Ostomel	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-850-5620	Treasurer of Affordable Housing Resource Council
Steve Alastuey	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-324-7385	Director of Affordable Housing Resource Council
Tom Murtha	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-950-1400	Director of Affordable Housing Resource Council
Bob Nielsen	1400 Wedekind Road, Suite 3 Reno, Nevada 89512	775-825-0999	Director of Affordable Housing Resource Council

The undersigned hereby certifies, under penalty of perjury, that the foregoing list is full and complete.

SILVER SKY ASSISTED LIVING, A NEVADA LIMITED PARTNERSHIP

By: SILVER SKY ASSISTED LIVING, LLC
Its: General Partner

By: AFFIRMATIVE NEVADA LLC
Its: Manager

By: AFFIRMATIVE INVESTMENTS, INC.
Its: Manager

By: David Ennis
Its: David Ennis
President

Subscribed and sworn to before me this
13th day of September,
2004.

Phoebe A. Hernandez-Gonzalez

Notary Public

On this 13th day of September, 2004,
Before me the undersigned notary public,
personally appeared David Ennis, proved to
me through satisfactory evidence of identification,
which were a MASS Drivers License, to be
the person whose name is signed on the preceding
or attached document, and acknowledged to me
that he signed it voluntarily for its stated purpose.

PHOEBE A. HERNANDEZ-GONZALEZ
NOTARY PUBLIC
My Commission Expires Sept. 5, 2008

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of an Easement and Rights-of-Way from the City of Las Vegas to the City of Las Vegas for a seventy-foot drainage and access easement on APN 138-08-801-007 in the vicinity of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Easement is necessary for purposes of drainage and emergency access/exit in and out of the City's adjacent property where we have built a water reclamation plant.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Site Map

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken and joined with the recommendation of staff that the City Council approve each item.

(9:23 - 9:24/9:42)

1-611/1-1219

5

20041223-0000637

A.P.N. 138-08-801-007

Fee: \$18.00
N/C Fee: \$25.00

12/23/2004
T20040157378

09:08:14

Requestor:
LAS VEGAS CITY

Frances Deane
Clark County Recorder

BGN
Pgs: 5

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and executed by the:

City of Las Vegas, a Municipal Corporation of the State of Nevada

hereinafter known as the **CITY**;

W I T N E S S E T H:

That the **CITY**, does by these presents **SET ASIDE** and **PRESERVE** to the **CITY**, its successors and assigns, the following easements and rights-of-way:

1. The 70' Public Drainage Easement, and Rights-of-Way for use as a public drainage easement, to be maintained by **CITY** currently, and thereafter in perpetuity by its successors and assigns (giving rise to the designation as "Privately Maintained" on Exhibits A and B hereto), together with the right of ingress and egress, over, above, across and under that certain parcel of land described in Exhibit A hereto and more particularly described and depicted on the survey map attached as Exhibit B hereto, all subject to the conditions and restrictions set forth below.
2. The Non-Exclusive Utility Easement, together with the right of ingress and egress, over, above, across and under that certain parcel of land described in Exhibit A hereto and more particularly described and depicted on the survey map attached as Exhibit B hereto, all subject to the conditions and restrictions set forth below.

The foregoing easements and rights-of-way are subject to the following conditions and restrictions:

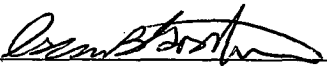
1. No buildings or structures may be placed by the **CITY** or its successors or assigns within such easements, now or hereafter, except that the above-ground area of both easements may be improved and used by the **CITY** or its successors or assigns for parking, landscape or driveway purposes, insofar as

After recording return to:
City of Las Vegas
Real Estate & Assets
400 Stewart Avenue/4th Floor
Las Vegas, NV 89101

any such use does not interfere with the primary use of such easement for public drainage purposes. The CITY retains the right to grant other utilities and entities underground use easements within such easement area, so long as such additional uses do not interfere with the primary use of such area as a public drainage easement pursuant to this instrument. The CITY shall maintain the easement area currently, and thereafter the easement area shall be maintained in perpetuity by the successors and assigns of the fee interest in the parcel which is subject to this instrument. In the event the use of the easement area by other utilities or entities results in any damage to paving or landscaping placed within such area, such utilities or entities shall correct the damage at their sole cost and expense and restore the area to its condition prior to the actions resulting in such damage.

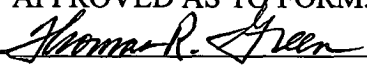
2. Should any of the improvements within said easements be required to be relocated or repaired as a result of changes in grade or other construction required by CITY within the easements, the successors and assigns of the fee interest in the parcel which is subject to this instrument shall bear the full cost of such relocation or repair.

IN WITNESS WHEREOF, the CITY has executed this document this 23rd day of November, 2004.


OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

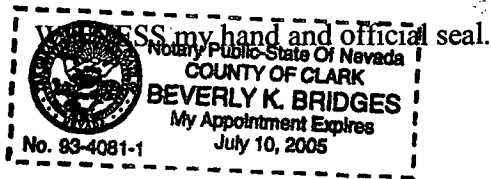
APPROVED AS TO FORM:

DEPUTY CITY ATTORNEY
Thomas R. Green
11/2/04
DATE

Date of Council
A.P.N. 138-08-801-007

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

On Nov 23, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in
and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the
person(s) described in and who executed the foregoing instrument, and who acknowledged to me that
_____ he _____ executed the same freely and voluntarily and for the uses and purposes herein mentioned.



Beverly K Bridges
Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

A.P.N. 138-08-801-007
CITY OF LAS VEGAS
Written by: RRM
Checked by: *RJG*
Date 3-15-04

EXHIBIT "A"

LEGAL DESCRIPTION

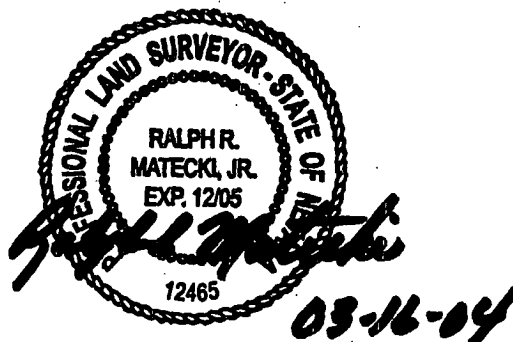
70' Public Drainage Easement (Privately Maintained) and Ingress/Egress - Non-Exclusive Utility Easement

A parcel of land situated in a portion of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, for the construction, installation, maintenance and repair of non-exclusive utilities; ingress/egress; and privately maintained public drainage in favor of the City of Las Vegas, it's successors and assigns, over, under, above and across said parcel of land being further described as follows:

The East 70.00 feet of the Southeast Quarter (SE1/4), of the Southeast Quarter (SE1/4), of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada.

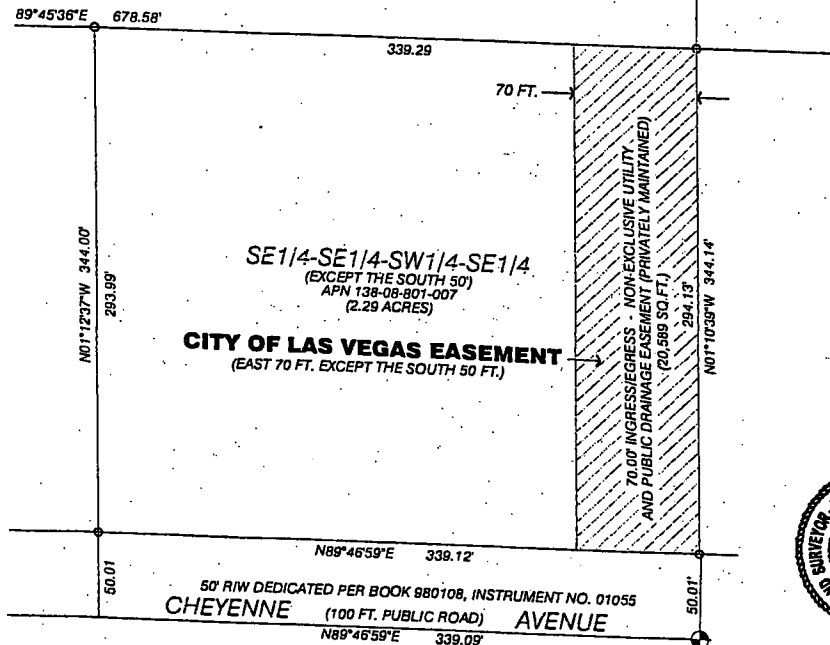
EXCEPTING THEREFROM, the South 50 feet thereof.

Said parcel of land contains 20,589 square feet more or less.



This legal description prepared by Ralph R. Matecki, P.L.S., W.R.S.
4880 W. University, Suite B2, Las Vegas, Nevada 89103

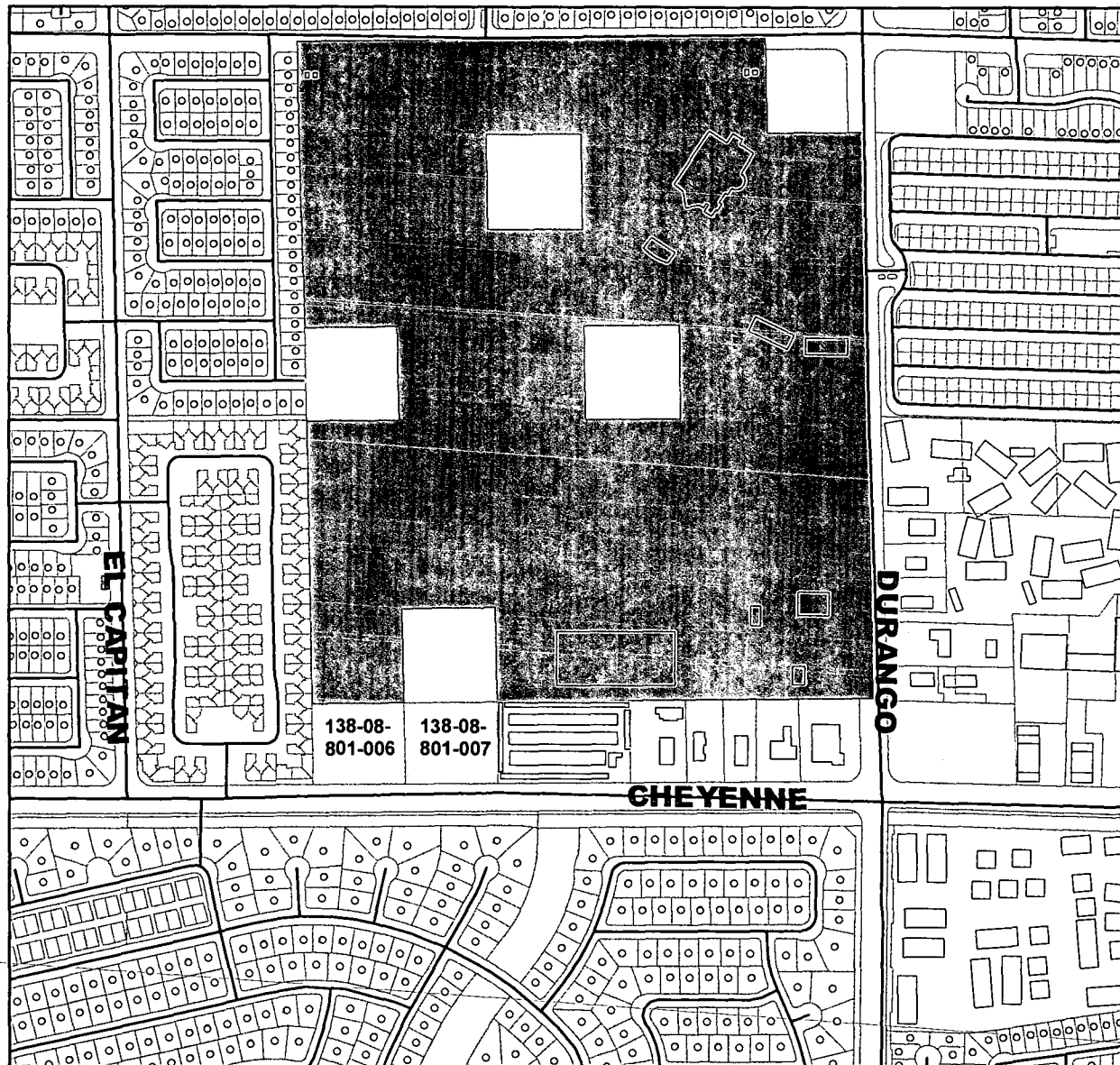
EXHIBIT "B"



NORTH

NOT TO SCALE





Site Map

Legend

- Street Centerline
- Parcels
- Building Footprints
- scl_majors
- City of Las Vegas
- Leased
- Applied

Real Estate & Asset Mgmt



11/4/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a thirty-foot Non-Exclusive Utility Easement and pump station site on APN 138-08-801-006 in the vicinity of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service a water-pump station, the City is granting an Easement and Rights-of-Way to the Water District for water lines and appurtenance(s). A necessary part of this project is the thirty-foot Non-Exclusive Utility Easement.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Easement and Rights-of-Way
2. Site Map

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken and joined with the recommendation of staff that the City Council approve each item.

(9:23 - 9:24/9:42)

1-611/1-1219

A.P.N. 138-08-801-006

20041223-0000638

Fee: \$19.00
N/C Fee: \$25.00

12/23/2004
T20040157378

09:08:14

Requestor:
LAS VEGAS CITY

Frances Deane
Clark County Recorder

BGN
Pgs: 6

EASEMENT AND RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

hereinafter known as the **CITY**, and **LAS VEGAS VALLEY WATER DISTRICT**, a Quasi-Municipal Corporation of the State of Nevada, hereinafter known as the **DISTRICT**;

WITNESSETH:

That the **CITY**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **DISTRICT**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **DISTRICT**, its successors and assigns, the following Easements and Rights-of-Way:

1. The Water Facilities Easement, for the installation and maintenance of above and underground water utility facilities, subject to the conditions and restrictions set forth below, together with the right of ingress and egress, over, above, across and under that certain parcel of land described in Exhibit A hereto and more fully described and depicted as "LVVWD ESM'T Parcel 2" on the survey map attached hereto as Exhibit C, and all subject to the Nevada Power Easement depicted on said Exhibit C.
2. The 30' Non-Exclusive Utility Easement, for the installation and maintenance of underground water utilities subject to the conditions and restrictions set forth below, together with the right of ingress and egress, over, above, across and under that certain parcel of land described in Exhibit B hereto and more fully described and depicted as "LVVWD ESM'T Parcel 1" on the survey map attached hereto as Exhibit C.

The foregoing easements and rights-of-way are subject to the following conditions and restrictions:

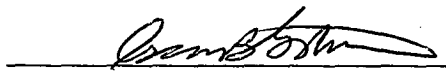
After recording return to:
City of Las Vegas
Real Estate & Assets
400 Stewart Avenue/4th Floor
Las Vegas, NV 89101

1. A building structure may be placed by **DISTRICT** within the area depicted on Exhibit C in the Water Facilities Easement as "Exist. Pump Station (Fenced)" hereinafter referred to as the "fenced area," and the **DISTRICT** may install both above and underground water utility facilities within such fenced area. **DISTRICT** shall have the sole use of the underground area of the Water Facilities Easement parcel for installation of water utility facilities, but shall have non-exclusive use of the underground area of the 30' Non-Exclusive Utility Easement for such purposes, the **CITY** retaining the right to grant other utilities and entities further underground use easements within such easement area, so long as such additional uses do not interfere with the **DISTRICT'S** rightful use of such area pursuant to this instrument.

2. No buildings or structures may be placed by the **CITY** or **DISTRICT** or their successors or assigns outside the fenced area within such easements, now or hereafter, except that the above-ground area of both easements, outside the fenced area, may be improved and used by the **CITY**, **DISTRICT**, or their successors or assigns for parking, landscape or driveway purposes, insofar as any such use does not interfere with **DISTRICT'S** rights of ingress and egress over and through such area. In the event **DISTRICT'S** use of the area outside the fenced area results in any damage to paving or landscaping placed within such area, **DISTRICT** shall correct the damage at its sole cost and expense and restore the area to its condition prior to the actions resulting in such damage.

3. Should any of the **DISTRICT'S** facilities within said easements be required to be relocated or repaired as a result of changes in grade or other construction required by **CITY** within the easements, the **DISTRICT**, or its successors and assigns shall bear the full cost of such relocation or repair.

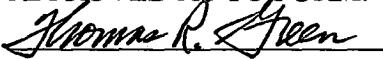
IN WITNESS WHEREOF, the **CITY** has executed this document this 23rd day of November, 2004.


OSCAR B. GOODMAN, MAYOR

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY
Thomas R. Green

11/2/04
DATE

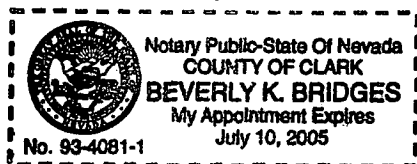
Date of Council
A.P.N. 138-08-801-006

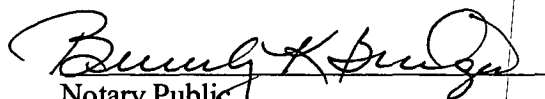
Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

On November 23, 2004, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.




Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

Exhibit "A"
A.P.N. 138-08-801-006

CITY OF LAS VEGAS

Written by: r.r.m.

Checked by RJG

March 15, 2004

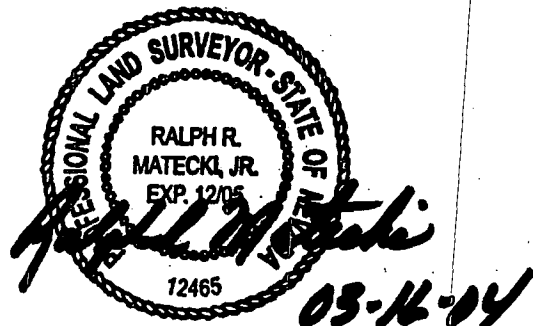
LEGAL DESCRIPTION Water Facilities Easement

A parcel of land situated in a portion of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, for the construction, installation, maintenance and repair of water facilities in favor of the Las Vegas Valley Water District, it's successors and assigns, over, under, above and across said parcel of land being further described as follows:

The West 135.00 feet, of the South 185.00 feet, of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada.

EXCEPTING THEREFROM, the South 50 feet thereof.

Said parcel of land contains 18,228 square feet more or less.



A.P.N. 138-08-801-006

CITY OF LAS VEGAS

Written by: r.r.m.

Checked by:RJG

EXHIBIT "B"
LEGAL DESCRIPTION
30' Non-Exclusive Utility Easement

A parcel of land situated in a portion of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, for the construction, installation, maintenance and repair of non-exclusive utilities in favor of the Las Vegas Valley Water District, it's errors and assigns, over, under, above and across said parcel of land being further described as follows:

The West 30.00 feet of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada.

EXCEPTING THEREFROM, the South 185 feet thereof.

Said parcel of land contains 4,765 square feet more or less.

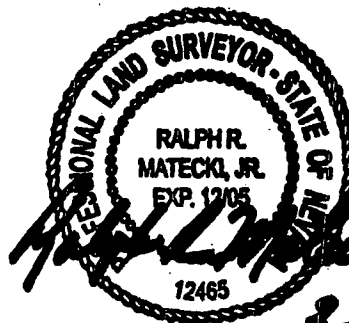
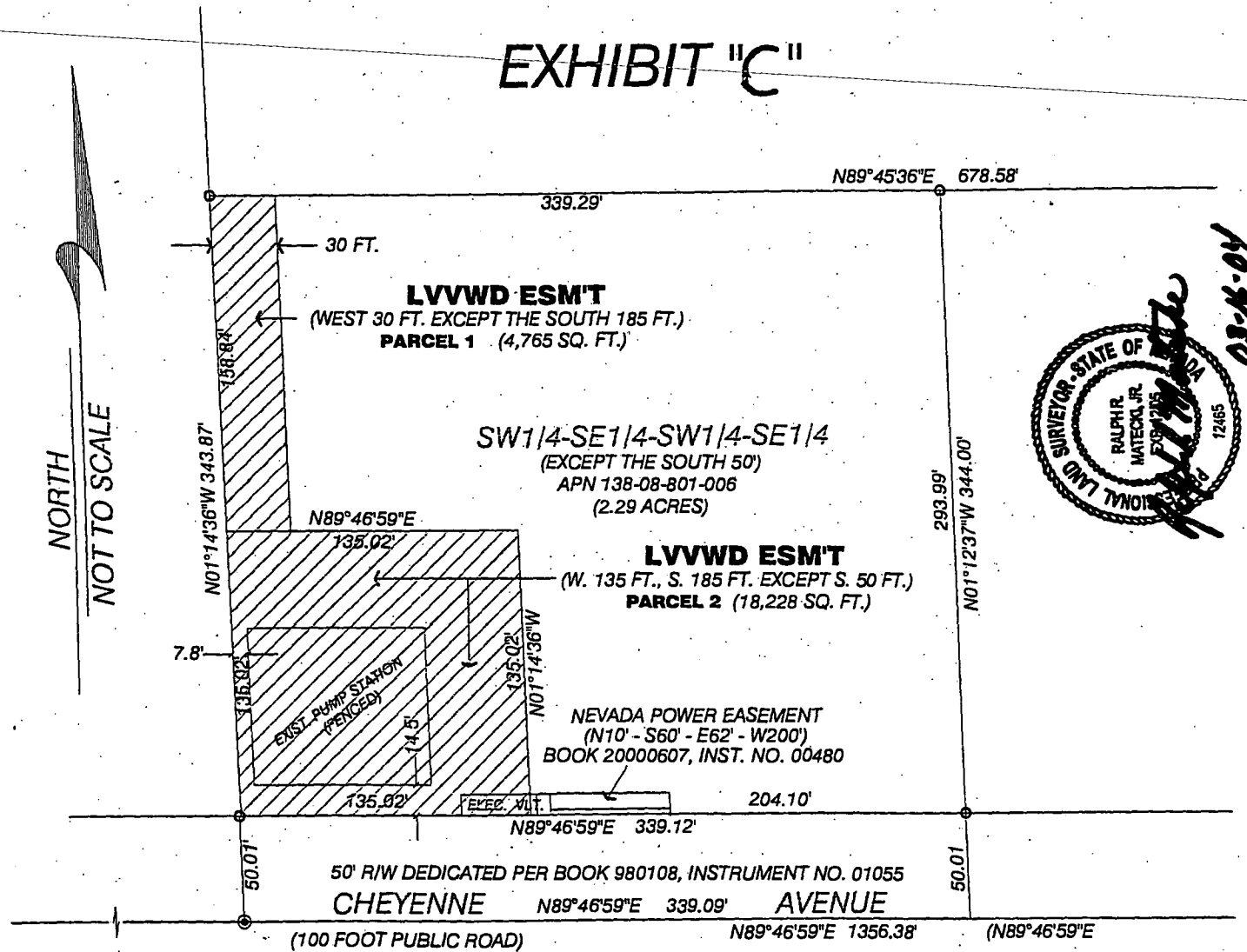


EXHIBIT "C"



20050118-0004754

Fee: \$19.00 RPTT: \$940.95
N/C Fee: \$0.00

01/18/2005 15:21:05
T20050011315

Requestor:
LAS VEGAS CITY

Frances Deane
Clark County Recorder

ADF
Pgs: 6

APN#

138-35-501-003

11 digit number may be obtained at:
<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

Grant, Bargain Sale Deed

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording requested by:

David Foark, City of Las Vegas

Return to:

Name City of Las Vegas, Real Estate

Address 400 Stewart 4th Flr

City/State/Zip Las Vegas NV 89101

Receipt/Conformed Copy

Requestor:

LAS VEGAS CITY

01/18/2005 15:21:05 T20050011315

Book/Instr: 20050118-0004754

Deed

Page Count: 6

Fees: \$19.00

N/C Fee: \$0.00

RPTT: \$940.95

Frances Deane
Clark County Recorder

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

Site Map

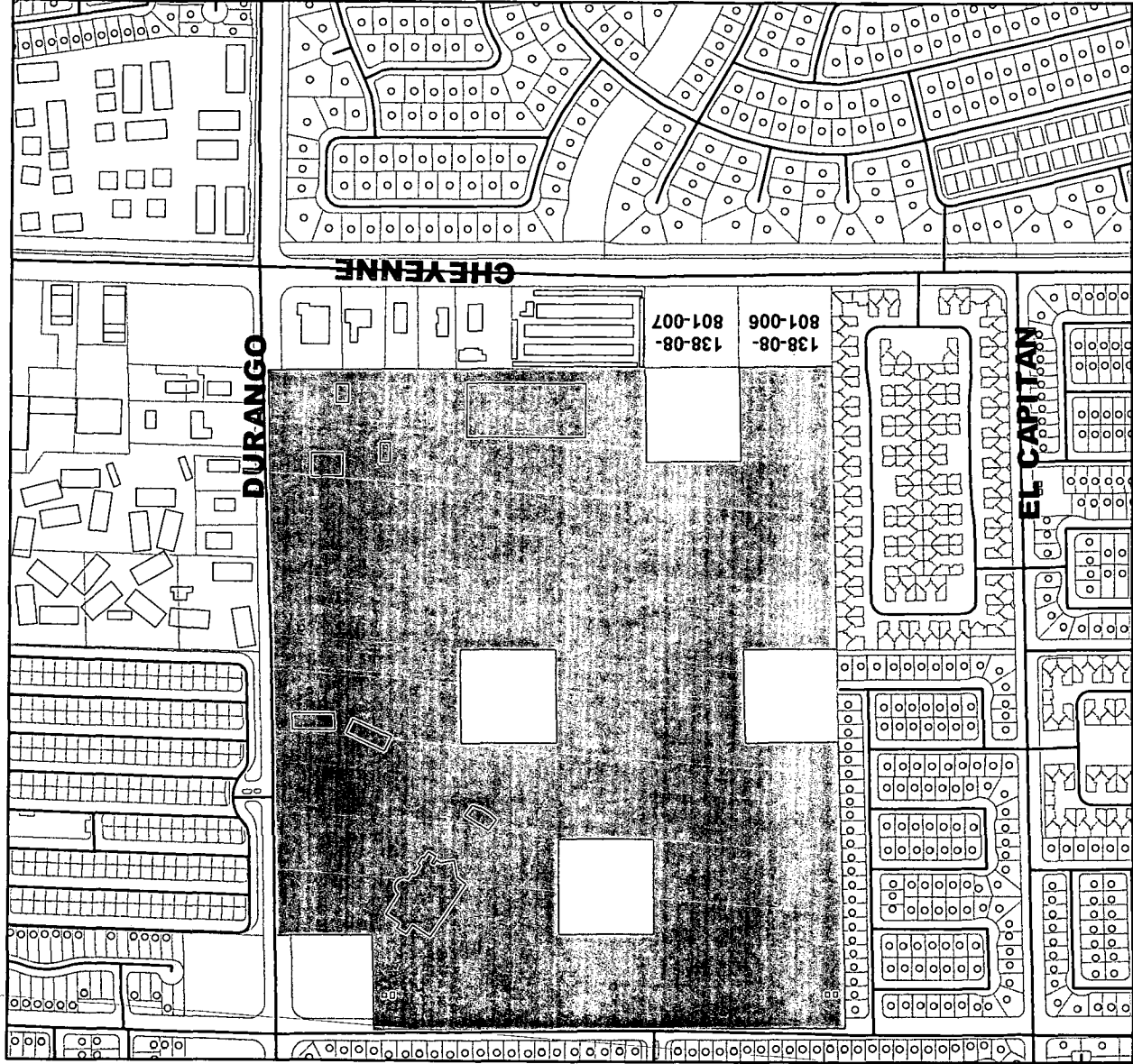
Legend

- Street Centerline
- Parcels
- Building Footprints
- scl_majors
- City of Las Vegas
- ▨ Leased
- Applied

Real Estate & Asset Mgmt



11/4/04



depoteng int're ArcbLillilCheyenne Durango

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of a Grant, Bargain, Sale Deed from the City of Las Vegas to Westbridge Associates for approximately 5,648 square feet of land located on a portion of 6208 Hargrove Avenue, commonly known as the Mirabelli Senior Center - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In order to fulfill the terms of the 11/20/02 Interlocal Agreement, the City is required to grant this Deed to Westbridge Associates. In return (in an action immediately following on this agenda) the City will receive a companion Deed from Westbridge to further comply with the terms of the 11/20/02 Interlocal. Both Deeds are associated with the Interlocal Agreement that was approved at City Council 11/20/02 as part of the development of the Mirabelli Senior Center and Park.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Grant, Bargain, Sale Deed from City to Westbridge
2. 11/20/02 Memorandum of Understanding 2002-7
3. Site Map
3. Disclosure

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken and joined with the recommendation of staff that the City Council approve each item.

(9:23 - 9:24/9:42)

1-611/1-1219

A.P.N. 138-35-501-003 (03A-480-019)

mail tax statement to:

Westbridge Assoc,

50 S. Jones

Las Vegas, NV 89107

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That CITY OF LAS VEGAS, a municipal corporation of the County of Clark, State of Nevada, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to the WESTBRIDGE ASSOCIATES, a Nevada General Partnership, all that real property situated in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT "X"
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

APN: 138-35-501-003 (03A-480-019)

For: MIRABELLI SENIOR CENTER

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

Witness my hand this 23rd day of November, 2004.

CITY OF LAS VEGAS

By:

Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 11-08-04
DEPUTY CITY ATTORNEY

RECORDING REQUESTED BY:

David Roark, Manager
Real Estate & Asset Management Division
City of Las Vegas
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

AFTER RECORDING MAIL TO:

City of Las Vegas
Real Estate & Asset Management Division
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

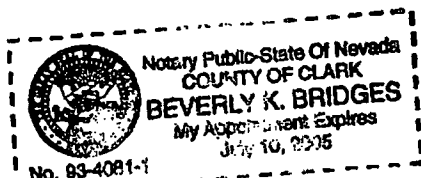
GRANT, BARGAIN, SALE DEED

~~ACCEPTS TITLE: WESTBRIDGE ASSOC.~~

BARRY BECKER, GENERAL PARTNER

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

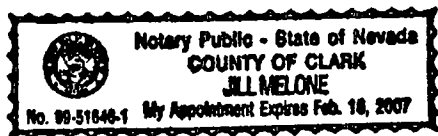
On Nov. 23, 2004, before me the undersigned, a Notary Public, OSCAR B. GOODMAN, MAYOR, personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



NOTARY PUBLIC in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

On 11-1-04, 2004, before me the undersigned, a Notary Public, BARRY BECKER, GENERAL PARTNER, WESTBRIDGE ASSOC., personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.



NOTARY PUBLIC in and for said County and State

EXHIBIT "X"
A.P.N. 138-35-501-003 (03A-480-019)
CLV-WESTBRIDGE LAND EXCHANGE
MIRABELLI SENIOR CENTER

Those portions of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 35, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being those portions of PARCEL 4 of the parcel map as filed September 16, 1982 in File 38 of Parcel Maps, Page 65 of Clark County, Nevada Records, described as follows:

PARCEL CLV1

The southwesterly 55.00 feet of PARCEL 4 of said File 38 of Parcel Maps, Page 65.

PARCEL CLV2

That circular fillet parcel, bounded as follows: bounded on the southeast by the southeasterly boundary line of PARCEL 4 of said File 38 of Parcel Maps, Page 65; bounded on the southwest by the northeasterly line of the southwesterly 55.00 feet of said PARCEL 4 and bounded on the north by the arc of a circle, concave northeasterly, having a radius of 20.5 feet, being tangent to the southeasterly boundary line of said PARCEL 4 and tangent to the northeasterly line of said southwesterly 55.00 feet.

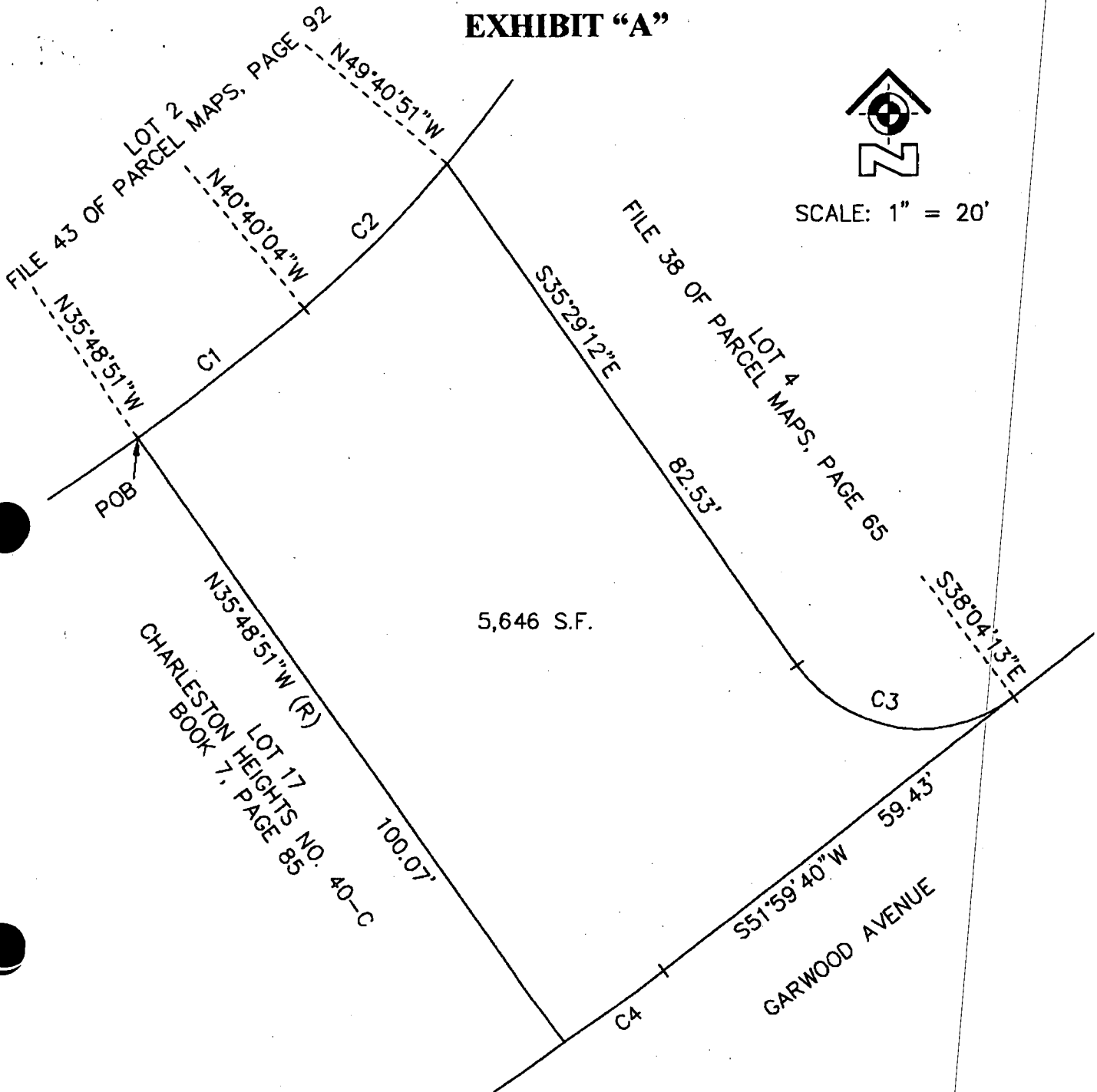
The above-described PARCEL CLV1 and PARCEL CLV2 contain a total area of 5,648 square feet or 0.130 acres, more or less.

(See attached Ex. A. radial bearings map)

EXHIBIT "A"



SCALE: 1" = 20'



CURVE	RADIUS	LENGTH	TANGENT	DELTA
C1	335.50'	28.42'	14.22'	04°51'13"
C2	173.00'	27.21'	13.64'	09°00'47"
C3	20.50'	33.13'	21.45'	92°35'01"
C4	435.50'	16.66'	8.33'	02°11'32"

NOTE: THIS ROAD TO BE CONSTRUCTED BEFORE THE CLOSURE OF THE HARGROVE AVENUE CUL-DE-SAC.

EXHIBIT TO ACCOMPANY
PROPERTY DESCRIPTION FOR
THE CITY OF LAS VEGAS
AUGUST 1, 2002

Prideone



**GREAT WEST
SURVEYING, INC.**

2245 NORTH DECATUR BOULEVARD SUITE G
LAS VEGAS, NEVADA 89108
(702) 646-4941 FAX: 646-3393
email: greatwest@wizard.com

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

- a) 138-35-501-003
b) (03A-480-019)
c) _____
d) _____

2. Type of Property:

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☒ Other remnant

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property)

Transfer Tax Value:

Real Property Transfer Tax Due

\$ ~~100.00~~ 1,277,500
\$ ~~15.10~~ 184.471
\$ ~~440.95~~ 440.95

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section

b. Explain Reason for Exemption: government transaction

5. Partial Interest: Percentage being transferred: 15.44%

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature David Roark

Capacity manager, Public works / Real Estate

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: City of Las Vegas
Address: 400 Stewart Ave 4th Flr
City: Las Vegas
State: NV Zip: 89101

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Barry Becker
Address: 50 S. Jones
City: Las Vegas
State: NV Zip: 89107

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: David Roark Escrow #: _____
Address: 400 Stewart Ave 4th Flr.
City: Las Vegas State: NV Zip: 89101

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

47524

**MEMORANDUM OF UNDERSTANDING #2002-7
BETWEEN WESTBRIDGE ASSOCIATES & THE CITY OF LAS VEGAS**

This Memorandum of Understanding ("MOU") is entered into this 20 day of November, 2002, (the "Commencement Date") between the City of Las Vegas, a municipal corporation of the State of Nevada ("CITY"), and Westbridge Assoc., a Nevada corporation ("WA"). The City is the owner of certain real property known as the Mirabelli Community Center/Park located at 6208 Hargrove Avenue, in the City of Las Vegas, Nevada ("Park" or "City Property"). WA is the owner of the Westbridge Apartment Complex located at 6250 Hargrove Avenue, in the City of Las Vegas, Nevada ("Apartments" or "WA Property"). This MOU confirms an understanding between the City and WA regarding certain work associated with the development of a new City of Las Vegas Senior Center located at the Park which includes the following: The vacation of Hargrove Avenue (west of Garwood Avenue); the conveyance of certain portions of the vacated street right-of-way between the CITY and WA; the relocation and construction of the access drive servicing the Westbridge Apartment complex; the modification of irrigation and yard light systems, the drainage issues of WA; and the possible modification and/or enhancement to the common wall and/or fence between the Apartments and the Park. All work referenced above shall collectively be called the "Project".

The following are a summary of points agreed upon between WA and the CITY for allowing the above noted work to occur at the Project:

1. CITY will cause all land surveys to be completed at CITY's expense. CITY will prepare appropriate Quit Claim and/or Grant, Bargain, Sale Deed documents and/or parcel maps in order to have: a) CITY transfer a certain vacated street right-of-way to WA; b) WA transfer a certain vacated street right-of-way to CITY; c) WA transfer certain privately owned land to City; and d) City transfer certain publicly owned land to WA which will create the new boundary lines to each party's property. All above-referenced transfers are hereby agreed upon with the timing of such transfers occurring when and as needed to allow construction and completion of Project requirements. WA and City acknowledge that all property transfers are agreed to be of mutual benefit to WA and City and neither party

will require any compensation from each other for such transfers. CITY will assume all recording costs for the documents to transfer property. Appropriate utility easements will be reserved by the CITY in favor of WA for all utilities and utility corridors servicing the Apartments.

2. All terms of this MOU will be in accord with the construction drawings for the Mirabelli Senior Center, Bid #02.15341.10, on file in the City's Department of Public Works. A copy of such drawings will be given to WA.
3. Relocation of the access drive servicing the Apartments will be undertaken by the CITY's contractor prior to the removal of the existing access drive to the Hargrove Avenue cul-de-sac. Upon completion of the vehicular paving and pedestrian sidewalks for the new Apartment access drive connecting to Garwood Avenue, WA will abandon the existing access drive to Hargrove Avenue and the City's contractor will demolish the Hargrove Avenue cul-de-sac and old driveway entrance. All utility, irrigation and yard light systems owned by WA will be protected, abandoned and/or relocated by the CITY's contractor at no cost to WA.
4. CITY will remove WA's existing wall sign at CITY's expense and the City will recreate a similar sign adjacent to the relocated Apartment access drive connecting to Garwood Avenue. A new directional sign to the Apartments shall be constructed and installed by CITY at the northwest corner of Hargrove Avenue and Garwood Avenue. The City shall not charge WA for the use of City Property where the sign is situated. The CITY agrees that the area depicted on Exhibit "A" for the placement of the sign shall be permanent and, upon approval of this MOU, the City acknowledges and pre-approves any necessary permits and/or variances that may be required for the placement of this sign on City Property. The sign will become the property of WA at the completion of the Project. WA will thereafter be responsible for the maintenance of the sign and any and all subsequent permits or variances to allow such sign to remain upon the CITY's Property.
5. CITY intends to retain the existing block wall between the Park site and WA's Apartment site. WA hereby authorizes CITY to raise the block wall in height with either concrete blocks or iron pickets to provide an adequate safety and security barrier between the Park

and Apartments. CITY will conduct all work and complete all improvements in accord with all applicable building codes at CITY's expense. Such fence enhancements may occur at the City's discretion, concurrent with the construction of the Project or at any time thereafter should this work be delayed for whatever reason.

6. CITY will install a new iron picket fence between the south end of the block wall fence noted in Item #5 above and Garwood Avenue per the construction drawings referenced in Item #2 above. This work shall also be at CITY's expense and, at the City's discretion, concurrent with the development of the Project or at any time thereafter.
7. CITY or CITY's designated representative will coordinate all work with WA, its Apartments or their designated representative. Such installation shall be in compliance with the applicable regulatory codes, ordinances or laws and the construction drawings referenced in Item #2 above.
8. CITY reserves the option to paint/stucco WA's perimeter wall facing CITY Property at CITY's expense.
9. WA reserves the option to paint/stucco WA's perimeter wall facing WA property at WA's expense.
10. CITY will re-route drainage waters from WA's Property through CITY's Property at CITY's expense.
11. WA will be responsible, at its own cost and expense, for all maintenance, repairs and security of the improvements on WA's Property from the newly created property boundaries after installation.
12. By way of this MOU, WA grants CITY the right to enter WA's Property to carry out the terms of the MOU. Upon Project completion, CITY will leave the WA's Property in a reasonably clean condition and in good order, normal wear and tear excepted. Any damage to the WA's Property resulting from CITY's use shall be repaired at CITY's expense.
13. WA hereby agrees to protect, indemnify, and hold the CITY, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits,

actions, decrees, judgments, awards, attorneys' fees and court costs, which the CITY, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CITY, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of WA or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, WA, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this MOU.

In this connection, WA expressly agrees, at its sole cost and expense, to defend the CITY, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which WA has agreed to indemnify the CITY, its officers, employees and agents. If WA fails so to do, the CITY shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to WA.

Subject to NRS 41.035, CITY hereby agrees to protect, indemnify, and hold WA, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which WA, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from WA, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the CITY or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the CITY, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this MOU.

In this connection, CITY expressly agrees, at its sole cost and expense, to defend WA, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the CITY has agreed to indemnify WA, its officers, employees and agents. If the CITY fails so

to do, WA shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the CITY.

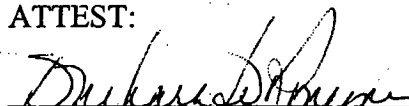
14. The CITY hereby waives, and WA hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this MOU, and the CITY and WA, each waives any right of subrogation that it might otherwise have against the other party.
15. This MOU shall remain in force and effect until such time as the CITY agrees to accept the Improvements and assumes responsibility therefore.
16. Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
17. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Westbridge Assoc. warrants that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners of Westbridge Assoc., as well as all persons and entities holding more than 1% interest in Westbridge Assoc. or any principal of Westbridge Assoc. Throughout the term hereof, Westbridge Assoc. shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

By execution of this MOU by authorized representatives of the CITY and WA, the CITY and WA mutually agree to the terms and conditions of the MOU. It is understood by all parties that this document, along with other related legal documents and contracts may be submitted to the Las Vegas City Council for final approval. Property conveyance documents must be submitted to the Las Vegas City Council for approval prior to recordation.

CITY OF LAS VEGAS


OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 11/7/02
Date

WESTBRIDGE ASSOC.


BARRY BECKER, General Partner



CONSULTANT



architecture
interiors
planning
engineering

**Dekker
Perich
Holmes
Sabatini**

1 Holmes Sabatini Way
Henderson, Nevada 89014
P. 702.438.1006
F. 702.438.1050

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DEKKER PERICH HOLMES SABATINI

PROJECT

**MIRABELLI
SENIOR
CENTER**

DRAWING TITLE

SITE PLAN

DPHS PROJECT

01518

DRAWING REFERENCE

AC100.DWG

DATE

10.4.02

ADDENDUM #1

BID NO

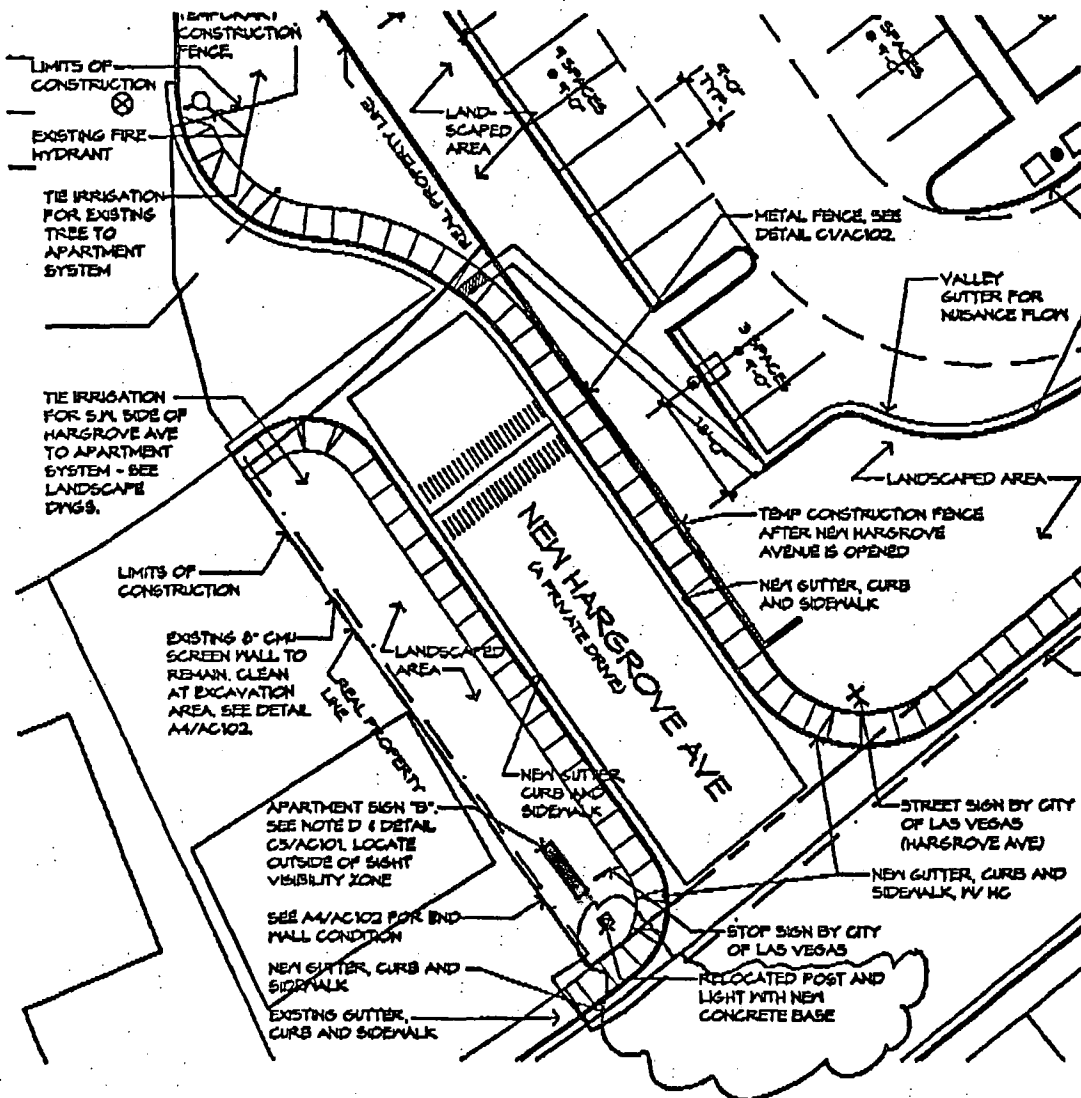
02.15341.10

CLV DWG NO

513-49F

DWG NO

ASK-01



SITE PLAN

1"=30'-0"

EXHIBIT "A"

CONSTRUCTION FENCE

EXISTING MIRABELLI PARK

EXTENT OF WORK

LIMITS OF CONSTRUCTION

NEW LANDSCAPED AREA

HC CURB CUT

ALIGN NEW SIDEWALK & CURB WITH EXISTING

EXISTING GUTTER, CURB AND SIDEWALK

NEW GUTTER, CURB AND SIDEWALK

HARGROVE

WATER VALVES & MANHOLE - RESET TO NEW FINISH SIDEWALK OR PAVING.

LIGHT POLE, SEE NOTE F

HC CURB CUT

EXISTING GUTTER, CURB AND SIDEWALK

NEW GUTTER, CURB AND SIDEWALK

APARTMENT SIGN "A".
SEE NOTE D & DETAIL C5/AC101

VALVE, RESET TO GRADE.

6" TREE, PROTECT WITH RAREY FENCE. FACTOR TO IRRIGATION CONSTRUCTION

WARD, SEE C104 FOR

DOUBLE FACED CONCRETE MIRABELLI

REAL PROPERTY LINE

AVE
ENT

ITE,



Site Map

Legend

- Street Centerline
- Parcels
- Building Footprints

Real Estate & Asset Mgmt



11/4/04

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 2	Description
Subject Matter of Contract/Agreement	

Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation

Disclosure of Ownership and Principals

On 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.

		PHONE
1.	Barry W. Becker	50 South Jones Blvd., Ste 101 Las Vegas NV 89107 702-870-0212 x6520
2.	Rene Blanchard	3131 Meade Avenue Las Vegas NV 89102 702-362-6222
3.	James M. Blasco	6767 West Tropicana, Ste 200 Las Vegas NV 89103-4343 702-367-1733
4.	Peter J. Becker	6767 West Tropicana, Ste 200 Las Vegas NV 89103-4343 702-367-1733
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: Certificate - Disclosure of Ownership/Principals

Date of Attached Document: Oct 24, 2002 Number of Pages: 2

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.


Barry W. Becker Name

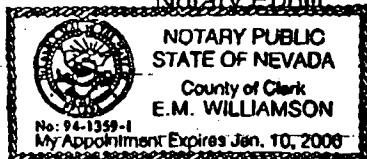
October 24, 2002

Date

Subscribed and sworn to before me this 24th day of

October, 2002.


Notary Public



**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.

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

Block 1	Contracting Entity (Name)	Block 2	Description
Name: Westbridge Assoc.		Subject Matter of Contract/Agreement: Grant, Bargain, Sale Deeds	
Address: 50 S. Jones, LV NV 89107			
EIN or Social Security # 88-02017-72			

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

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.	Burg W & Susan D Becker Family Partnership	Same	870-0212x6520
2.	Peter Becker	6767 W. Tropicana #200 LV NV 89103-4843	367-1733
3.	Jim Blasco	11	11
4.	Renee Blanche	3131 Meade Ave LV NV 89102	362-6222
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

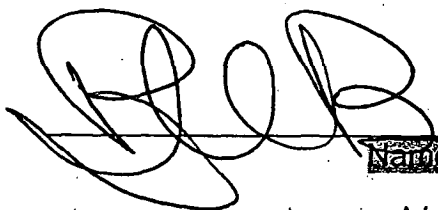
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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.

 _____

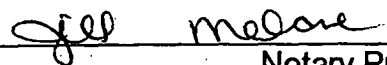
Name

11-1-04

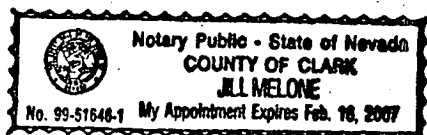
Date

Subscribed and sworn to before me this 1st
day of

November, 2004.

 _____

Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of accepting a Grant, Bargain, Sale Deed from Westbridge Associates for approximately 5,238 square feet of land located on a portion of 6250 Hargrove Avenue, commonly known as land located West of the Mirabelli Senior Center at 6208 Hargrove Avenue - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In order to fulfill the terms of the 11/20/02 Interlocal Agreement, the City is required to accept this Deed from Westbridge Associates. In return (in an action immediately preceding on this agenda) the City will grant a companion Deed to Westbridge to further comply with the terms of the 11/20/02 Interlocal. Both Deeds are associated with the Interlocal Agreement that was approved at City Council 11/20/02 are part of the development of the Mirabelli Senior Center and Park.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Grant, Bargain, Sale Deed from City from Westbridge to City
2. 11/20/02 Interlocal Agreement
3. Site Map
4. Disclosure

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken and joined with the recommendation of staff that the City Council approve each item.

(9:23 - 9:24/9:42)

1-611/1-1219

Portion of former A.P.N.138-35-599-016, now vacated
A.P.N. 138-35-501-002 (03A-480-023)

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That WESTBRIDGE ASSOCIATES, a Nevada General Partnership, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to the CITY OF LAS VEGAS, a municipal corporation, a political subdivision of the State of Nevada, all that real property situated in the City of Las Vegas, County of Clark, State of Nevada, bounded and described as follows:

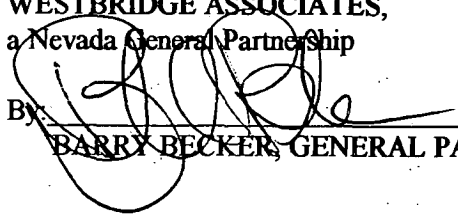
FOR COMPLETE LEGAL DESCRIPTION, SEE EXHIBIT "Y"
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

APN: 138-35-599-016 & -501 -002 (03A-480-023)
For: MIRABELLI SENIOR CENTER

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

Witness my hand — this 15th day of November, 2004.
CITY OF LAS VEGAS

WESTBRIDGE ASSOCIATES,
a Nevada General Partnership

By: 

BARRY BECKER, GENERAL PARTNER

RECORDING REQUESTED BY:

David Roark, Manager
Real Estate & Asset Management Division
City of Las Vegas
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

AFTER RECORDING MAIL TO:

City of Las Vegas
Real Estate & Asset Management Division
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

NOTARY PUBLIC in and for said County and State

EXHIBIT "Y"
A.P.N. 138-35-599-016 & -501-002 (03A-480-023)
WESTBRIDGE-CLV LAND EXCHANGE
MIRABELLI SENIOR CENTER

That portion of the North Half (N 1/2) of the Northeast Quarter (NE 1/4) of Section 35, Township 20 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of PARCEL 2 of the parcel map as filed July 16, 1984, in File 43 of Parcel Maps, Page 92 of Clark County, Nevada Records, together with that portion of the HARGROVE AVENUE cul-de-sac as dedicated to the CITY OF LAS VEGAS by the parcel map as filed September 16, 1982 in File 38 of Parcel Maps, Page 65, both of Clark County, Nevada Records, (said portion of HARGROVE AVENUE was subsequently vacated by City of Las Vegas action, VAC-0004-02), described as follows:

COMMENCING at the northeast corner of PARCEL 2 of said File 43 of Parcel Maps, Page 92; thence along the east line of said PARCEL 2, South 00°07'52" East, 205.61 feet to the TRUE POINT OF BEGINNING, being the southwest corner of PARCEL 3 of the parcel map as filed September 16, 1982 in File 38 of Parcel Maps, Page 65 of Clark County, Nevada Records; thence along the southerly prolongation of the east line of said PARCEL 2, South 00°07'52" East, 69.88 feet to a line that is parallel with and distant 55.00 feet northeasterly from the southwesterly line of PARCEL 4 of said File 38 of Parcel Maps, Page 65; thence along said parallel line, South 35°48'51" East a distance of 54.03 feet to a point in the northwesterly boundary line of said PARCEL 4, being a point in the nontangent arc of a circle, concave northwesterly, having a radius of 173.00 feet, a radial line through said point bears South 49°36'32" East; thence along the northwesterly boundary line of said PARCEL 4, northeasterly along said arc through a central angle of 25°12'10" and an arc distance of 76.10 feet to the northwesterly corner of said PARCEL 4, being the most easterly corner of PARCEL 2 of said File 43 of Parcel Maps, Page 92, a radial line through said point in said 173.00-foot radius arc bears South 74°48'42" East (N. 74°48'51" W., record bearing), also being a point in the nontangent arc of a circle, concave northeasterly and having a radius of 50.00 feet; thence radial to said 50.00-foot radius arc, North 19°50'20" West a distance of 50.00 feet to the radius point of said 50.00-foot arc; thence along a radial to said arc,

EXHIBIT "Y"

(CONTINUED)

A.P.N. 138-35-599-016 & -501-002 (03A-480-023)

WESTBRIDGE-CLV LAND EXCHANGE

MIRABELLI SENIOR CENTER

South $89^{\circ}52'08''$ West a distance of 50.00 feet to the TRUE POINT OF BEGINNING.

The above-described parcel of land contains an area of 5,550 square feet or 0.127 acres, more or less.

RESERVING THEREFROM, an easement to the SOUTHWEST GAS CORPORATION, over, across and under that portion of the above described parcel of land, bounded as follows:

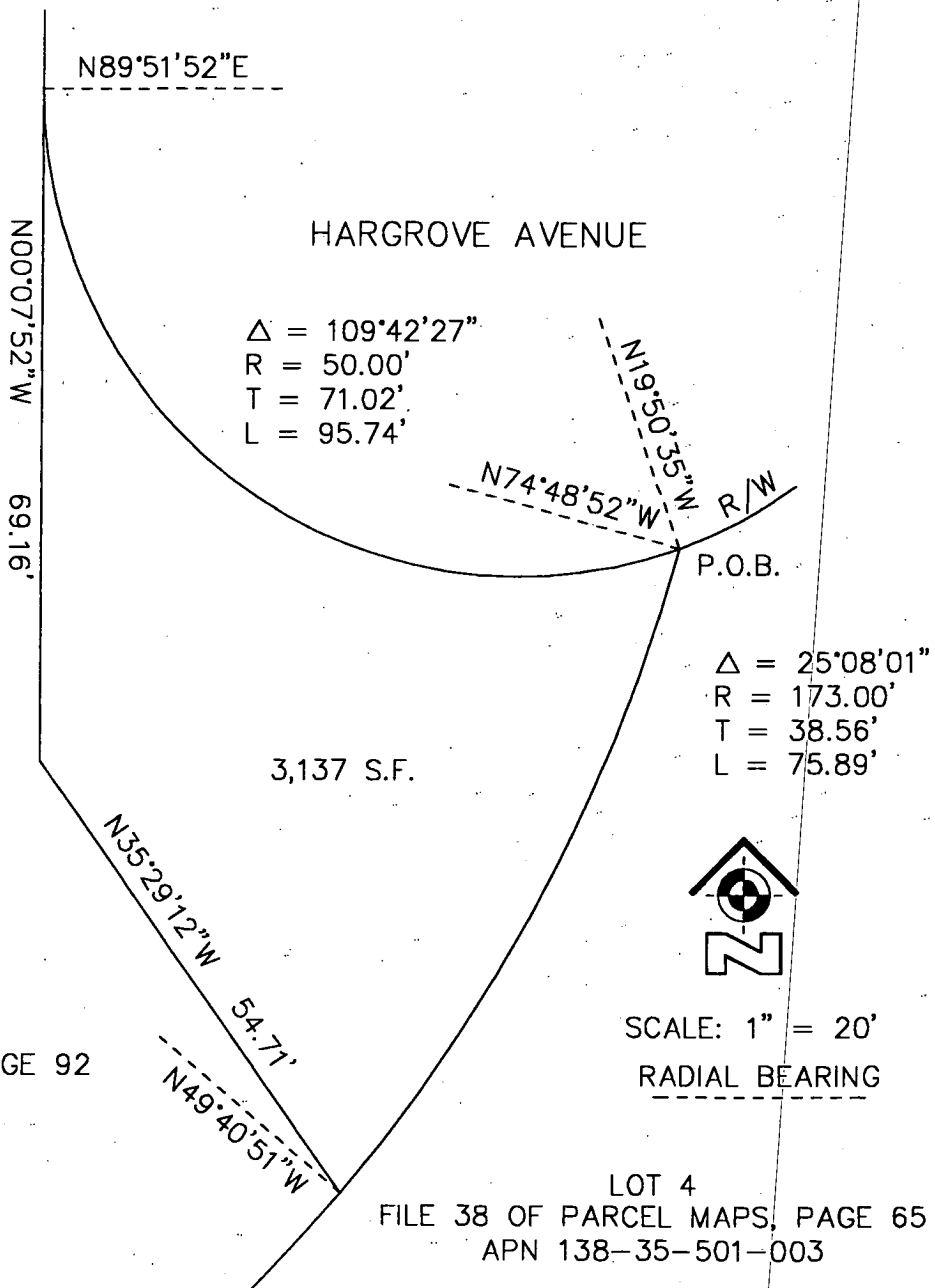
Bounded on the northeast by the southerly right-of-way line of the HARGROVE AVENUE cul-de-sac, as dedicated by said File 38 of Parcel Maps, Page 65, being the arc of a circle, concave northeasterly and having a radius of 50.00 feet (portion previously vacated by CITY OF LAS VEGAS action, VAC-0004-02); bounded on the southwest by a line that is parallel with and distant 55.00 feet northeasterly from the southwesterly boundary line of PARCEL 4 of said File 38 of Parcel Maps, Page 65; bounded on the southeast by the northwesterly line of that certain 40 [foot] WIDE PRIVATE ROAD & UTILITY & DRAINAGE EASEMENT as dedicated by said File 43 of Parcel Maps, Page 92, being the arc of a circle, concave northwesterly and having a radius of 133 feet, being concentric with the northwesterly boundary line of PARCEL 4 of said File 38 of Parcel Maps, Page 65; and bounded on the northwest by the arc of a circle, concave northwesterly, having a radius of 127 feet, and being concentric with said 133-foot radius arc.

The above-described, reserved easement contains an area of 238 square feet, or 0.005 acres, more or less.
(See attached Ex. A radial bearing map)

Scripsit:

Michael Barrett, SEA
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada
89101

EXHIBIT "A"



LOT 2
FILE 43 OF PARCEL MAPS, PAGE 92
APN 138-35-501-002

LOT 4
FILE 38 OF PARCEL MAPS, PAGE 65
APN 138-35-501-003

EXHIBIT FOR EXISTING DRIVEWAY
WESTBRIDGE GARDENS APARTMENTS
AUGUST 1, 2002

**MEMORANDUM OF UNDERSTANDING #2002-7
BETWEEN WESTBRIDGE ASSOCIATES & THE CITY OF LAS VEGAS**

This Memorandum of Understanding ("MOU") is entered into this 20 day of November, 2002, (the "Commencement Date") between the City of Las Vegas, a municipal corporation of the State of Nevada ("CITY"), and Westbridge Assoc., a Nevada corporation ("WA"). The City is the owner of certain real property known as the Mirabelli Community Center/Park located at 6208 Hargrove Avenue, in the City of Las Vegas, Nevada ("Park" or "City Property"). WA is the owner of the Westbridge Apartment Complex located at 6250 Hargrove Avenue, in the City of Las Vegas, Nevada ("Apartments" or "WA Property"). This MOU confirms an understanding between the City and WA regarding certain work associated with the development of a new City of Las Vegas Senior Center located at the Park which includes the following: The vacation of Hargrove Avenue (west of Garwood Avenue); the conveyance of certain portions of the vacated street right-of-way between the CITY and WA; the relocation and construction of the access drive servicing the Westbridge Apartment complex; the modification of irrigation and yard light systems, the drainage issues of WA; and the possible modification and/or enhancement to the common wall and/or fence between the Apartments and the Park. All work referenced above shall collectively be called the "Project".

The following are a summary of points agreed upon between WA and the CITY for allowing the above noted work to occur at the Project:

1. CITY will cause all land surveys to be completed at CITY's expense. CITY will prepare appropriate Quit Claim and/or Grant, Bargain, Sale Deed documents and/or parcel maps in order to have: a) CITY transfer a certain vacated street right-of-way to WA; b) WA transfer a certain vacated street right-of-way to CITY; c) WA transfer certain privately owned land to City; and d) City transfer certain publicly owned land to WA which will create the new boundary lines to each party's property. All above-referenced transfers are hereby agreed upon with the timing of such transfers occurring when and as needed to allow construction and completion of Project requirements. WA and City acknowledge that all property transfers are agreed to be of mutual benefit to WA and City and neither party

will require any compensation from each other for such transfers. CITY will assume all recording costs for the documents to transfer property. Appropriate utility easements will be reserved by the CITY in favor of WA for all utilities and utility corridors servicing the Apartments.

2. All terms of this MOU will be in accord with the construction drawings for the Mirabelli Senior Center, Bid #02.15341.10, on file in the City's Department of Public Works. A copy of such drawings will be given to WA.
3. Relocation of the access drive servicing the Apartments will be undertaken by the CITY's contractor prior to the removal of the existing access drive to the Hargrove Avenue cul-de-sac. Upon completion of the vehicular paving and pedestrian sidewalks for the new Apartment access drive connecting to Garwood Avenue, WA will abandon the existing access drive to Hargrove Avenue and the City's contractor will demolish the Hargrove Avenue cul-de-sac and old driveway entrance. All utility, irrigation and yard light systems owned by WA will be protected, abandoned and/or relocated by the CITY's contractor at no cost to WA.
4. CITY will remove WA's existing wall sign at CITY's expense and the City will recreate a similar sign adjacent to the relocated Apartment access drive connecting to Garwood Avenue. A new directional sign to the Apartments shall be constructed and installed by CITY at the northwest corner of Hargrove Avenue and Garwood Avenue. The City shall not charge WA for the use of City Property where the sign is situated. The CITY agrees that the area depicted on Exhibit "A" for the placement of the sign shall be permanent and, upon approval of this MOU, the City acknowledges and pre-approves any necessary permits and/or variances that may be required for the placement of this sign on City Property. The sign will become the property of WA at the completion of the Project. WA will thereafter be responsible for the maintenance of the sign and any and all subsequent permits or variances to allow such sign to remain upon the CITY's Property.
5. CITY intends to retain the existing block wall between the Park site and WA's Apartment site. WA hereby authorizes CITY to raise the block wall in height with either concrete blocks or iron pickets to provide an adequate safety and security barrier between the Park

and Apartments. CITY will conduct all work and complete all improvements in accord with all applicable building codes at CITY's expense. Such fence enhancements may occur at the City's discretion, concurrent with the construction of the Project or at any time thereafter should this work be delayed for whatever reason.

6. CITY will install a new iron picket fence between the south end of the block wall fence noted in Item #5 above and Garwood Avenue per the construction drawings referenced in Item #2 above. This work shall also be at CITY's expense and, at the City's discretion, concurrent with the development of the Project or at any time thereafter.
7. CITY or CITY's designated representative will coordinate all work with WA, its Apartments or their designated representative. Such installation shall be in compliance with the applicable regulatory codes, ordinances or laws and the construction drawings referenced in Item #2 above.
8. CITY reserves the option to paint/stucco WA's perimeter wall facing CITY Property at CITY's expense.
9. WA reserves the option to paint/stucco WA's perimeter wall facing WA property at WA's expense.
10. CITY will re-route drainage waters from WA's Property through CITY's Property at CITY's expense.
11. WA will be responsible, at its own cost and expense, for all maintenance, repairs and security of the improvements on WA's Property from the newly created property boundaries after installation.
12. By way of this MOU, WA grants CITY the right to enter WA's Property to carry out the terms of the MOU. Upon Project completion, CITY will leave the WA's Property in a reasonably clean condition and in good order, normal wear and tear excepted. Any damage to the WA's Property resulting from CITY's use shall be repaired at CITY's expense.
13. WA hereby agrees to protect, indemnify, and hold the CITY, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits,

actions, decrees, judgments, awards, attorneys' fees and court costs, which the CITY, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the CITY, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of WA or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, WA, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this MOU.

In this connection, WA expressly agrees, at its sole cost and expense, to defend the CITY, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which WA has agreed to indemnify the CITY, its officers, employees and agents. If WA fails so to do, the CITY shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to WA.

Subject to NRS 41.035, CITY hereby agrees to protect, indemnify, and hold WA, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which WA, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from WA, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the CITY or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the CITY, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this MOU.

In this connection, CITY expressly agrees, at its sole cost and expense, to defend WA, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the CITY has agreed to indemnify WA, its officers, employees and agents. If the CITY fails so

to do, WA shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the CITY.

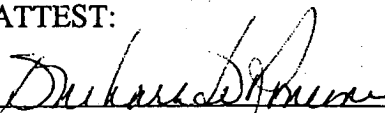
14. The CITY hereby waives, and WA hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this MOU, and the CITY and WA, each waives any right of subrogation that it might otherwise have against the other party.
15. This MOU shall remain in force and effect until such time as the CITY agrees to accept the Improvements and assumes responsibility therefore.
16. Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
17. Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Westbridge Assoc. warrants that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners of Westbridge Assoc., as well as all persons and entities holding more than 1% interest in Westbridge Assoc. or any principal of Westbridge Assoc. Throughout the term hereof, Westbridge Assoc. shall notify City in writing of any material change in the above disclosure within 15 days of any such change.

By execution of this MOU by authorized representatives of the CITY and WA, the CITY and WA mutually agree to the terms and conditions of the MOU. It is understood by all parties that this document, along with other related legal documents and contracts may be submitted to the Las Vegas City Council for final approval. Property conveyance documents must be submitted to the Las Vegas City Council for approval prior to recordation.

CITY OF LAS VEGAS


OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 11/7/02
Date

WESTBRIDGE ASSOC.


BARRY BECKER, General Partner



CONSULTANT



architecture
interiors
planning
engineering

**Dekker
Perich
Holmes
Sabatini**

1 Holmes Sabatini Way
Henderson, Nevada 89014
P. 702.438.1006
F. 702.438.1050

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DEKKER PERICH HOLMES SABATINI

PROJECT

**MIRABELLI
SENIOR
CENTER**

DRAWING TITLE

SITE PLAN

DPHS PROJECT

01518

DRAWING REFERENCE

AC100.DWG

DATE

10.4.02

ADDENDUM #1

BID NO

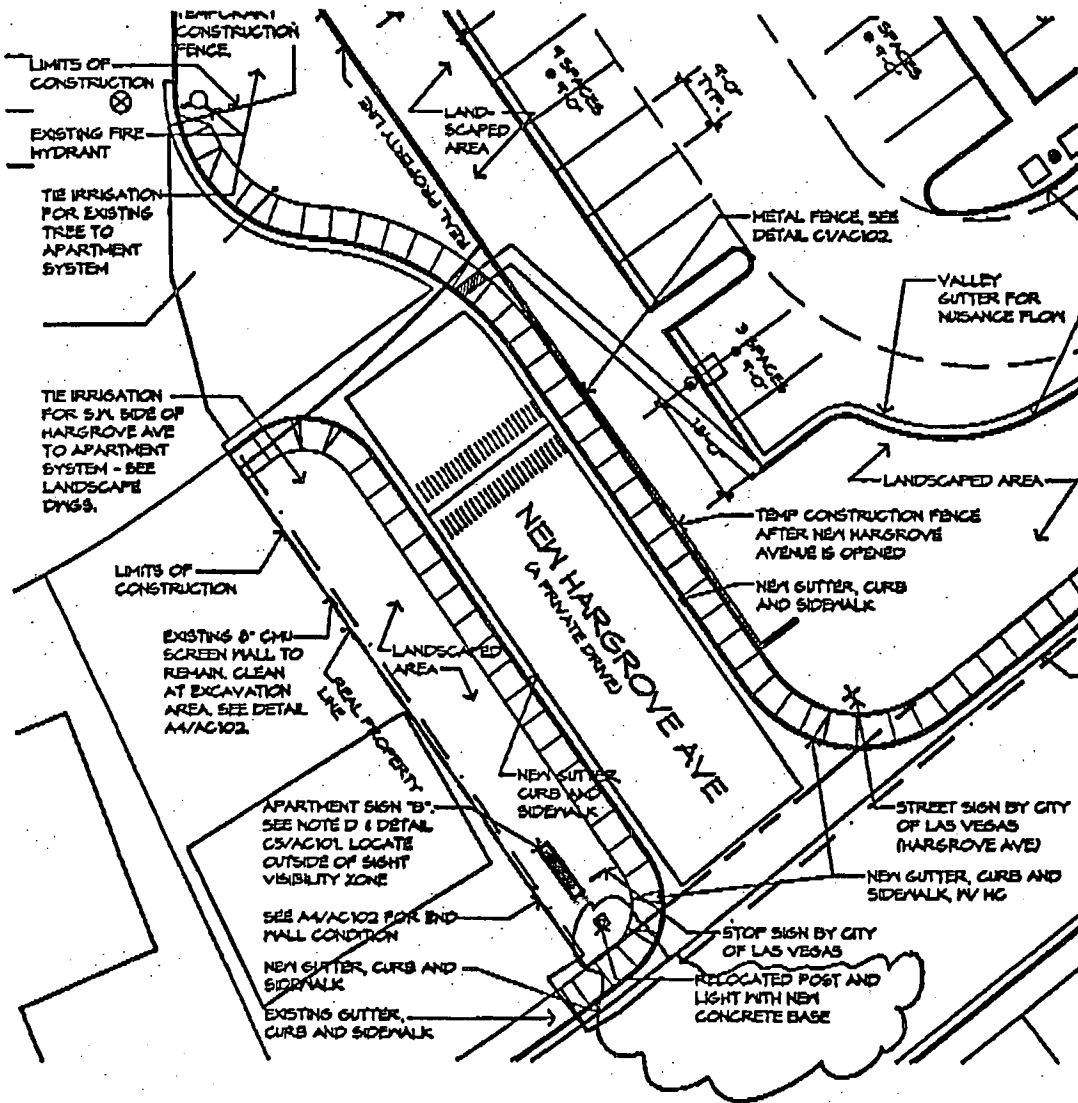
02.15341.10

CLV DWG NO

513-49F

DWG NO

ASK-01



SITE PLAN

1"=30'-0"

EXHIBIT "A"

CONSTRUCTION FENCE

EXISTING MIRABELLI PARK

EXTENT OF WORK

LIMITS OF CONSTRUCTION

NEW LANDSCAPED AREA

APARTMENT SIGN "A".
SEE NOTE D & DETAIL
C5/AC101

AVE
ENT

VALVE. RESET
GRADE.

6 TREE, PROTECT
E WITH
RARY FENCE.
ACTOR TO
E IRRIGATION
CONSTRUCTION

ARD, SEE
C104 FOR

LIGHT POLE,
SEE NOTE F

NEW GUTTER, CURB
AND SIDEWALK

DOUBLE FACED
CONCRETE MIRABELLI

HC CURB CUT

ALIGN NEW SIDEWALK
& CURB WITH EXISTING

EXISTING GUTTER,
CURB AND SIDEWALK

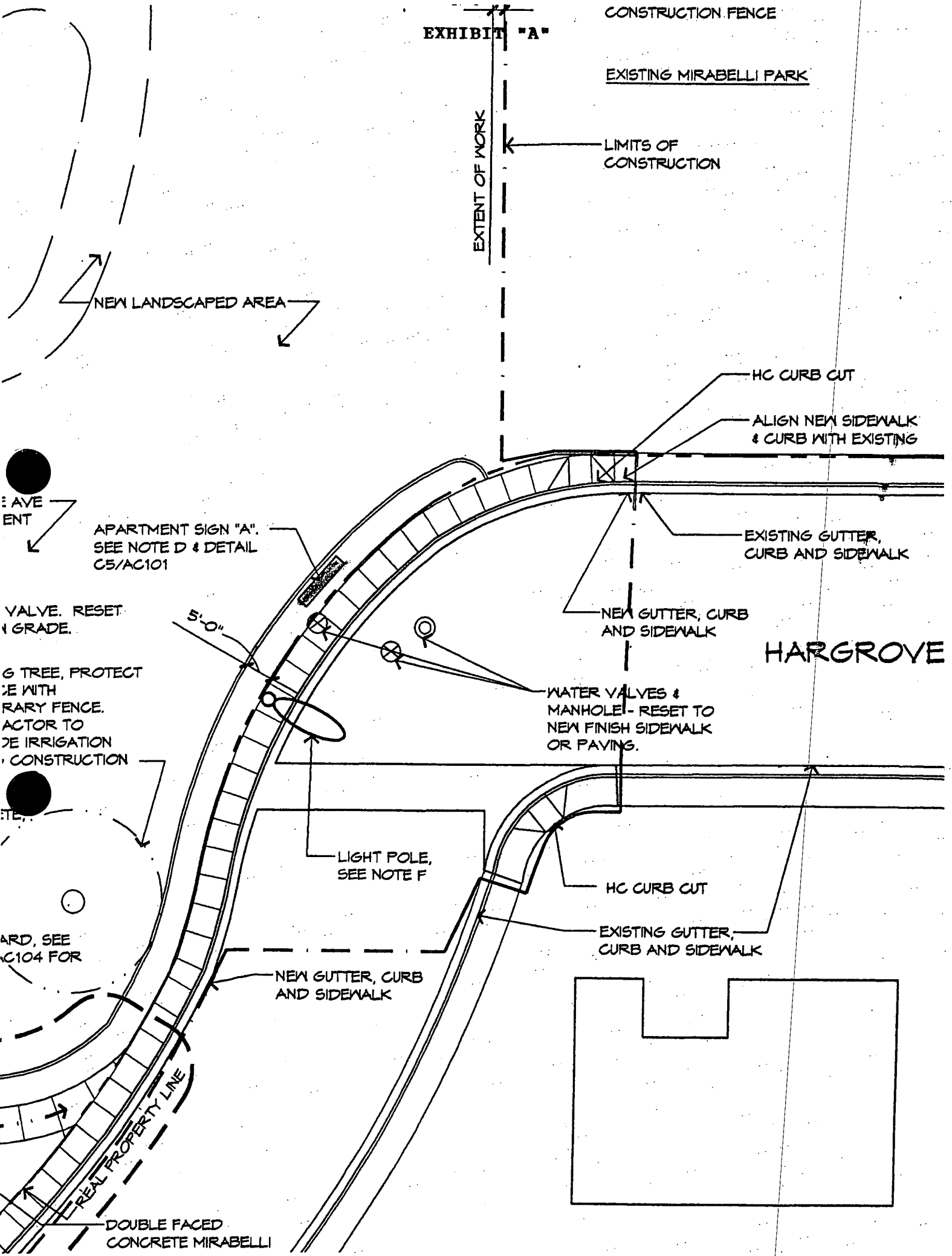
NEW GUTTER, CURB
AND SIDEWALK

WATER VALVES &
MANHOLE - RESET TO
NEW FINISH SIDEWALK
OR PAVING.

HARGROVE

HC CURB CUT

EXISTING GUTTER,
CURB AND SIDEWALK





Site Map

Legend

- Street Centerline
- Parcels
- Building Footprints

Real Estate & Asset Mgmnt



11/4/04

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
WESTBRIDGE ASSOCIATES	
Name	Barry W. Becker, Managing Partner
Address	50 South Jones Blvd.; Suite 101
Telephone	Las Vegas NV 89107
EIN or DUNS	88-0201772

Block 2	Description
Subject Matter of Contract/Agreement	

Type of Business
☐ Individual ☒ Partnership ☐ Limited Liability Company ☐ Corporation

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.

			PHONE
1.	Barry W. Becker	50 South Jones Blvd., Ste 101 Las Vegas NV 89107	702-870-0212 X6520
2.	Rene Blanchard	3131 Meade Avenue Las Vegas NV 89102	702-362-6222
3.	James M. Blasco	6767 West Tropicana, Ste 200 Las Vegas NV 89103-4343	702-367-1733
4.	Peter J. Becker	6767 West Tropicana, Ste 200 Las Vegas NV 89103-4343	702-367-1733
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 Certificate - Disclosure of Ownership/Principals

Date of Attached Document Oct 24, 2002 Number of Pages 2

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.


Barry W. Becker Name

October 24, 2002

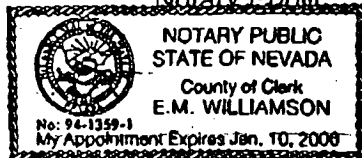
Date

Subscribed and sworn to before me this 24th
day of

October, 2002.



Notary Public



**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.

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

Block 1 Contracting Entity (Name) Name Westbridge Assoc. Address 50 S. Enns, LV NV 89107 EIN or Social Security # 88 - 02017-72	Block 2 Description Subject Matter of Contract/Agreement Grant, Bargain, Sale Deeds

Block 3 Type of Business

☐ Individual
 ☒ Partnership
 ☐ Limited Liability Company
 ☐ Corporation

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.	Beryl W & Susan D Becker Family Partnership	Same	870-0212x6520
2.	Peter Becker	6767 W. Tropicana #200 LV NV 89103-4843	367-1733
3.	Jim Blases	11	11
4.	Renee Blomcher	3131 Meade Ave LV NV 89102	362-6222
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

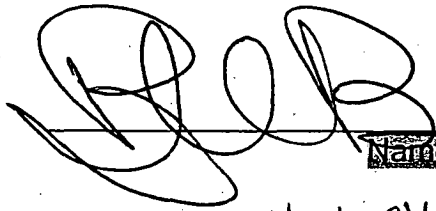
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure 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.



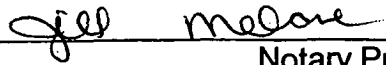
Name

11-1-04

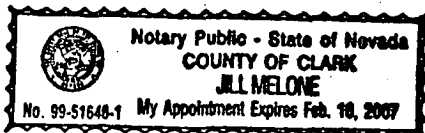
Date

Subscribed and sworn to before me this 1st
day of

November, 2004.



Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Saito Family Revocable Living Trust for real property located at 319 North 6th Street, APN 139-34-512-023 (\$437,500 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$437,500.00
☒ Budget Funds Available	Dept./Division:	Public Works/Real Estate
☐ Augmentation Required	Funding Source:	City Facilities Capital Project Fund

PURPOSE/BACKGROUND:

The City wishes to purchase this property in accordance with the City Hall East Tower Project.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

NOTE: After consideration of the Consent Items and before consideration of Item 68, COUNCILMAN MACK disclosed that the locations involved in Items 63, 64, and 65 are near the Lady Luck Hotel/Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-gaming license. Since COUNCILMAN MACK'S brother-in-law had not approached him on the aforementioned items and COUNCILMAN MACK did not believe that his brother-in-law's interests would be affected, COUNCILMAN MACK voted on Items 63, 64, and 65.

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken and joined with the recommendation of staff that the City Council approve each item.

(9:23 - 9:24/9:42)

1-611/1-1219

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 21st day of October 2004, by and between Priority One Commercial and /or nominee ("Buyer") and Saito Family Revocable Living TRS and George G. Saito & Clara Y Saito TRS (hereinafter referred to as "Seller"), with reference to the following facts:

A. Seller is the owner of one parcel (the "Property") consisting of approximately .16 acres on which a 1,502 sq. ft. Residential Duplex resides. The property is located at 319 N. 6th Street, Las Vegas Nevada 89101. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A".

B. Seller has represented to Buyer that the parcel # 139-34-512-023 is currently zoned R-4 and is located in the City of Las Vegas, County of Clark, State of Nevada.

C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, further described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. Purchase and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.

Purchase and Sale. The purchase price to be paid for Property and the improvements shall be **FOUR HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS and no/100 Dollars (\$437,500.00)**, all cash. Said sum shall be paid as follows: * **(The Seller shall arrange to have all Tenants to vacate the Premises prior to closing, with all copies of any notices to Priority One Commercial).**

(A.) Buyer shall deposit Ten Thousand dollars and no/100 dollars (\$10,000.00) into escrow as earnest money (the "Deposit"). ~~Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.~~

(B.) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. ~~The Deposit shall apply toward the purchase price of the Property.~~

(C.) ~~Prior to close of escrow, Buyer shall deposit the balance of the purchase price, FOUR HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS and no/100 DOLLARS (\$437,500.00).~~

(D.) ~~Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price upon the closing of escrow.~~

[Handwritten signature]
GS

2. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Michelle Robbins at Chicago Title, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

- (A) Escrow shall close on or before January 2, 2005, from the expiration date of the contingency period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow, date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.
- (B) Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be paid by Buyer.
- (C) real property taxes shall be prorated to close of escrow;
- (D) any Special Assessments or Fees outstanding on the Property which are of record shall be delineated by Escrow and prorated to Close of Escrow; and
- (E) in the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.
- (F) if escrow fails to timely close solely as the result of Buyer's default, all earnest monies previously deposited by Buyer into escrow and not previously disbursed to Seller shall be paid by escrow over to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to a refund of the earnest money only. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

3. Contingencies. The purchase of the Property is contingent upon:

(A) A thirty (30) days Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others which results from the Buyer's tests and investigations during the Contingency Period. * Seller is to provide copies of any lease agreements for review.

(B) The above contingency in Paragraph 3 (a) is solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs.

incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

(C) * ~~The Seller has agreed to give copies of all utilities bills and trash bills that Seller pays, or for any of the tenants within the building so the proper accounts may be disconnected, discontinued, or transferred to Seller at closing.~~

(D) * ~~The Seller shall arrange to have all Tenants to vacate the Premises prior to, closing with all copies of any notices to Priority One Commercial.~~

(E) * ~~The Buyer has agreed to cooperate with Seller for a 1031 Exchange.~~

4. Offer Expiration: ~~This offer will remain open until October 27, 2004 from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.~~

5. ~~Broker Commissions/Disclosure. Seller represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4560 S. Decatur Blvd., Suite 202, Las Vegas Nevada 89103, who shall be paid through escrow a commission by Seller of 2% of the Property's gross sales price and American West Realty, who shall be paid through escrow a commission by Seller of 2% of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.~~

6. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be ~~validly given or made to another party if served, either personally or, if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.~~

To Seller: George G. & Clara Y. Saito
10724 Windledge Ave.
Las Vegas NV 89134

To Buyer: Priority One Commercial
Attn: Cynthia Inman
4560 S. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156

~~Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.~~

6. ~~Applicable Laws and Severability. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of~~

statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

7. Entire Agreement. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

8. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

9. Successors or Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. Time is of the Essence. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

The undersigned Buyer, offers and agrees to purchase the Property on the terms and conditions herein stated and acknowledges receipt of a copy of this Agreement.

Date: October 21, 2004 Time 11:20AM

Buyer: Priority One Commercial, a Nevada corporation or nominee.

By: [Signature]

Its: [Signature]

ACCEPTANCE OF OFFER TO PURCHASE

The undersigned Seller accepts the foregoing offer to purchase and agrees to sell the Property described above, on the terms and conditions stated herein, and acknowledges receipt of copy of this Agreement.

Date: Time

10/22/04

am/pm

1:25

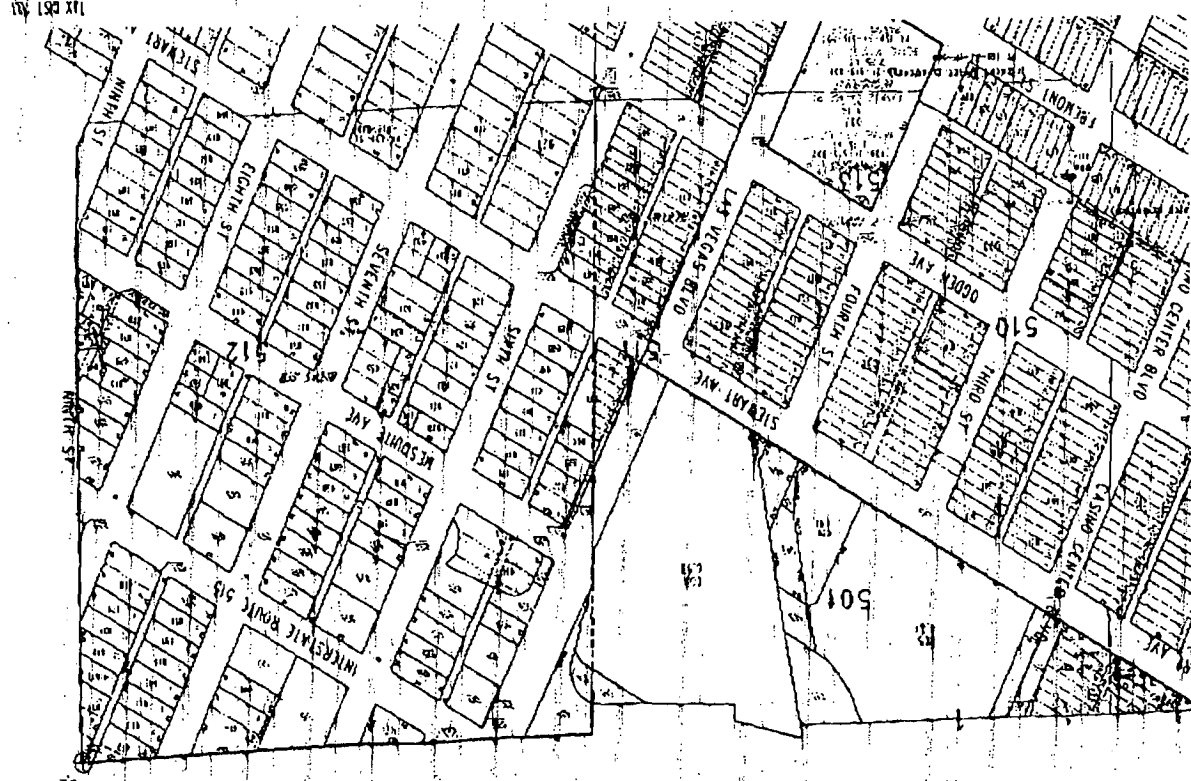
Seller:

By: [Signature]

Its: [Signature]

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTAND, SEEK COMPETENT COUNSEL.

[Signature]
CS

[illegible]

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) if licensed as a broker, assign different licensees affiliated with the broker's company to separate parties to a real estate transaction. A licensee, acting as an agent, must act in one of the above capacities in every real estate transaction. If this form is used for a lease, the term Seller shall mean Landlord/ Lessor and the term Buyer means Tenant/ Lessee.

LICENSEE: The licensee in the real estate transaction is Cynthia Inman ("Licensee") whose license number is 22421. The Licensee acting for Buyer.

BROKER: The broker in the real estate transaction is Julie M. Collins whose license number is 24441. (Broker) whose company is Priority One Commercial ("Company").

A NEVADA REAL ESTATE LICENSEE IN A REAL ESTATE TRANSACTION SHALL:

- Disclose to each party to the real estate transaction as soon as is practicable:
 - Any material and relevant facts, data or information which Licensee knows, or which by the exercise of reasonable care and diligence licensee should have known, relating to the property which is the subject of the real estate transaction.
 - Each source from which Licensee will receive compensation as a result of the transaction.
 - That Licensee is a principal to the transaction or has interest in a principal to the transaction.
 - Any changes in Licensee's relationship to a party to the real estate transaction.
- Disclose, if applicable, that Licensee is acting for more than one party to the transaction. Upon making such a disclosure the Licensee must obtain the written consent of each party to the transaction for whom Licensee is acting before Licensee may continue to act in Licensee's capacity as an agent.
- Exercise reasonable skill and care with respect to all parties to the real estate transaction.
- Provide to each party to the real estate transaction this form.
- Not disclose, except to the Broker, confidential information relating to a client.
- Exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out Licensee's duties pursuant to the terms of the brokerage agreement.
- Not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless Licensee is required to do so by order of the court. Confidential Information includes, but is not limited to the client's motivation to purchase, sell or trade and other information of a personal nature.
- Promote the interest of his client by:
 - Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
 - Presenting all offers made to or by the client as soon as is practicable.
 - Disclosing to the client material facts of which the licensee has knowledge concerning the transaction.
 - Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
 - Accounting for all money and property Licensee receives in which the client may have an interest as soon as is practicable.
- Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
- Abide by all duties, responsibilities and obligations required of Licensee in chapters 119, 119A, 119B, 645, 645A and 645C of the NRS.

We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.					
<u>Cynthia Inman</u>	<u>10/22/04</u>	<u>1:25 PM</u>	<u>Buyer/Tenant</u>	<u>9-9-04</u>	<u>11:00 AM</u>
<u>Julie M. Collins</u>	<u>10/22/04</u>	<u>1:25 PM</u>	<u>Buyer/Tenant</u>		
<u>Julie M. Collins</u>	<u>10/22/04</u>	<u>1:25 PM</u>	<u>Buyer/Tenant</u>		

CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP This form does not constitute a contract for services.

Property Address: 319 North 6th Street, Las Vegas, NV 89101

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party respectively. As set forth within the Duties Owed form, no confidential information will be disclosed. This is ☐ Is not ☒ such a transaction.

We confirm the duties of a real estate licensee of which has been presented and explained to me/us.

My/Our representative's relationship is:

☐ Buyer Exclusively ☐ Both Buyer & Seller ☒ Seller Exclusively	is the AGENT of <u>Cynthia Inman</u> is the AGENT of ☒ Buyer Exclusively ☐ Both Buyer & Seller ☐ Seller Exclusively

- IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a consent to Act Form for your review, consideration and approval or rejection. A licensee can legally represent both the Lessor and Lessee in a transaction ONLY with the knowledge and written consent of BOTH the Lessor and Lessee.
- A licensee, who is acting for the Lessor exclusively, is not representing the Lessee and has no duty to advocate or negotiate for the Lessee, and has no duty to advocate or negotiate for the Lessor.
- A licensee, who is acting for the Lessee exclusively, is not representing the Lessor and has no duty to advocate or negotiate for the Lessor.

<u>American West Realty</u> Seller's/Landlord's Company By: <u>Julie M. Collins</u> Licensee/Property Agent <u>10/22/04</u> <u>1:25 PM</u> <u>Buyer/Tenant</u>	<u>Priority One Commercial</u> Buyer's/Tenant's Company By: <u>Cynthia Inman</u> Licensed Real Estate Agent <u>9-9-04</u> <u>11:00 AM</u> <u>Buyer/Tenant</u>
<u>Julie M. Collins</u> <u>10/22/04</u> <u>1:25 PM</u> <u>Buyer/Tenant</u>	<u>Cynthia Inman</u> <u>9-9-04</u> <u>11:00 AM</u> <u>Buyer/Tenant</u>

A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and George G. and Clara Y. Saito for real property located at 323 North 6th Street, APN 139-34-512-022 (\$437,500 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$437,500.00
☒ Budget Funds Available	Dept./Division:	Public Works/Real Estate
☐ Augmentation Required	Funding Source:	City Facilities Capital Project Fund

PURPOSE/BACKGROUND:

The City wishes to purchase this property in accordance with the City Hall East Tower Project.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

NOTE: After consideration of the Consent Items and before consideration of Item 68, COUNCILMAN MACK disclosed that the locations involved in Items 63, 64, and 65 are near the Lady Luck Hotel/Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-gaming license. Since COUNCILMAN MACK'S brother-in-law had not approached him on the aforementioned items and COUNCILMAN MACK did not believe that his brother-in-law's interests would be affected, COUNCILMAN MACK voted on Items 63, 64, and 65.

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken and joined with the recommendation of staff that the City Council approve each item.

(9:23 - 9:24/9:42)

1-611/1-1219

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 21st day of October 2004, by and between ~~Priority One Commercial~~ and/or nominee ("Buyer") and George G. Saito & Clara Y Saito (hereinafter referred to as "Seller"), with reference to the following facts:

A. Seller is the owner of one parcel (the "Property") consisting of approximately .16 acres on which ~~a 907 sq. ft. Single Family Home resides.~~ The property is located at 323 N. 6th Street, Las Vegas Nevada 89101. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A".

B. Seller has represented to Buyer that the parcel # 139-34-512-022 is currently zoned Residential Single Family Home and is located in the City of Las Vegas, County of Clark, State of Nevada.

C. ~~Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property,~~ further described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. Purchase and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.

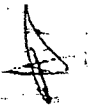
~~Purchase and Sale. The purchase price to be paid for Property and the improvements shall be~~ FOUR HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS and no/100 Dollars (\$437,500.00), all cash. Said sum shall be paid as follows: ~~*(The Seller shall arrange to have all Tenants to vacate the Premises prior to, closing with all copies of any notices to Priority One Commercial).~~

(A.) Buyer shall deposit Ten Thousand dollars and no/100 dollars (\$10,000.00) into escrow as earnest money (the "Deposit"). ~~Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.~~

(B.) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposit shall apply toward the purchase price of the Property.

(C.) ~~Prior to close of escrow, Buyer shall deposit the balance of the purchase price, FOUR~~ HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED and no/100 DOLLARS (\$427,500.00).

(D.) ~~Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price, upon the closing of escrow.~~

CS 

2. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Michelle Robbins at Chicago Title, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

- (A) Escrow shall close on or before January 2, 2005, from the expiration date of the contingency period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close of escrow, date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.
- (B) Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be paid by Buyer.
- (C) real property taxes shall be prorated to close of escrow;
- (D) any Special Assessments or Fees outstanding on the Property which are of record shall be delineated by Escrow and prorated to Close of Escrow; and
- (E) in the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.
- (F) if escrow fails to timely close solely as the result of Buyer's default, all earnest monies previously deposited by Buyer into escrow and not previously disbursed to Seller shall be paid by escrow over to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to a refund of the earnest money only. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

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(A) A thirty (30) days Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period. *Seller is to provide Buyer copies of any lease agreements for review.

(B) The above contingency in Paragraph 3 (a) is solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or By fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs.

incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

(C) *The Seller has agreed to give copies of all utilities bills and trash bills that Seller pays, or for any of the tenants within the building so the proper accounts may be disconnected, discontinued, or transferred to Seller at closing.

(D) *The Seller shall arrange to have all Tenants to vacate the Premises prior to, closing with all copies of any notice to Priority One Commercial.

(E) *The Buyer has agreed to cooperate with Seller for a 1031 Exchange.

4. ~~Offer Expiration.~~ This offer will remain open until October 27, 2004 from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

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6. ~~Notices.~~ Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served, either personally or, if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: George G. & Clara Y. Saino
10724 Windledge Ave.
Las Vegas NV 89134

To Buyer: Priority One Commercial
Attn: Cynthia Inman
4560 S. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464
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~~Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.~~

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statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

7. Entire Agreement. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

8. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

9. Successors or Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. Time is of the Essence. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

The undersigned Buyer, offers and agrees to purchase the Property on the terms and conditions herein stated and acknowledges receipt of a copy of this Agreement.

Date: October 21, 2004 Time 10:35AM

Buyer: Priority One Commercial, a Nevada corporation or nominee:

By: [Signature]
Its: [Signature]

ACCEPTANCE OF OFFER TO PURCHASE

The undersigned Seller accepts the foregoing offer to purchase and agrees to sell the Property described above, on the terms and conditions stated herein, and acknowledges receipt of copy of this Agreement.

Date: Time 10/22/04 1:25

Seller:

By: [Signature]
Its: [Signature]

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTAND, SEEK COMPETENT COUNSEL.

CS [Signature]

DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) if licensed as a broker, assign different licensees affiliated with the licensee's company to separate parties to a real estate transaction. A licensee, acting as an agent, must act in one of the above capacities in every real estate transaction. If this form is used for a lease, the term Seller shall mean Landlord/Lessor and the term Buyer means Tenant/Lessee.

LICENSEE: The licensee in the real estate transaction is Cynthia Inman ("Licensee") whose license number is 22421. The Licensee acting for Buyer.

BROKER: The broker in the real estate transaction is Julia M. Collins whose license number is 22421. (Broker) whose company is Priority One Commercial Company.

A NEVADA REAL ESTATE LICENSEE IN A REAL ESTATE TRANSACTION SHALL:

1. Disclose to each party to the real estate transaction as soon as is practicable:
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7. Not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless Licensee is required to do so by order of the court. Confidential information includes, but is not limited to the client's motivation to purchase, sell or trade and other information of a personal nature.
8. Promote the interest of his client by:
 - (a) Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
 - (b) Presenting all offers made to or by the client as soon as is practicable.
 - (c) Disclosing to the client material facts of which the licensee has knowledge concerning the transaction.
 - (d) Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
 - (e) Accounting for all money and property Licensee receives in which the client may have an interest as soon as is practicable.
9. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
10. Abide by all duties, responsibilities and obligations required of Licensee in chapters 118, 119A, 119B, 605, 605A and 605C of the NRS.

I have acknowledged receipt of a copy of this list of licensee duties, and have read and understand this disclosure.

<u>Gina Dato</u> Seller/Landlord	Date <u>10/22/04</u> Time <u>1:30 PM</u>	<u>Julia M. Collins</u> Buyer/Tenant	Date <u>10/22/04</u> Time <u>11:00 AM</u>
<u>Charles Sato</u> Seller/Landlord	Date <u>10/22/04</u> Time <u>1:30 PM</u>	<u>Cynthia Inman</u> Buyer/Tenant	Date <u>10/22/04</u> Time <u>11:00 AM</u>

CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP

This form does not constitute an offer for services.

Property Address: 323 North 6th Street, Las Vegas, NV 89101

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee to act for each party, respectively. As set forth within the Duties Owed form, no confidential information will be disclosed. This is ☐ is not ☒ such a transaction.

I affirm that the duties of a real estate licensee of which has been presented and explained to me/us.

My/Our representative's relationship is:

<u>Lloyd C. Kinnon</u> is the AGENT of ☐ Buyer Exclusively ☐ Both Buyer & Seller ☒ Seller Exclusively	<u>Cynthia Inman</u> is the AGENT of ☒ Buyer Exclusively ☐ Both Buyer & Seller ☐ Seller Exclusively

- (a) If LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a consent to Act Form for your review, consideration and approval or rejection. A licensee can legally represent both the Lessor and Lessee in a transaction but ONLY with the knowledge and written consent of BOTH the Lessor and Lessee.
- (b) A licensee who is acting for the Lessor exclusively, is not representing the Lessee and has no duty to advocate or negotiate for the Lessee.
- (c) A licensee who is acting for the Lessee exclusively, is not representing the Lessor and has no duty to advocate or negotiate for the Lessor.

American West Realty Priority One Commercial Seller/Agent's Company By <u>Julia M. Collins</u> <u>10/22/04 1:30 PM</u> (Nevada Real Estate Agent)	Priority One Commercial Buyer/Tenant's Company By <u>Cynthia Inman</u> <u>10/22/04 11:00 AM</u> Licensed Real Estate Agent
<u>Gina Dato</u> Seller/Landlord	<u>Julia M. Collins</u> Buyer/Tenant
<u>Charles Sato</u> Seller/Landlord	<u>Cynthia Inman</u> Buyer/Tenant

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Approval of an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Antonio Cortez for real property located at 325 North 6th Street, APN 139-34-512-021 (\$450,000 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$450,000.00
☒ Budget Funds Available	Dept./Division:	Public Works/Real Estate
☐ Augmentation Required	Funding Source:	City Facilities Capital Project Fund

PURPOSE/BACKGROUND:

The City wishes to purchase this property in accordance with the City Hall East Tower Project.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE - APPROVED Items 3-56 and 58-65 - UNANIMOUS with WOLFSON not voting and MACK abstaining on Item 45 (as disclosed after consideration of the Consent Items and before consideration of Item 68) to avoid any conflict because it involves a request from Third Street Promenade, LLC, of which his brother-in-law, Andrew Donner, is a managing partner

Item 57: STRICKEN under separate action (see individual item)

NOTE: After consideration of the Consent Items and before consideration of Item 68, COUNCILMAN MACK disclosed that the locations involved in Items 63, 64, and 65 are near the Lady Luck Hotel/Casino, with which his brother-in-law, Andrew Donner, has a contract related to its non-gaming license. Since COUNCILMAN MACK'S brother-in-law had not approached him on the aforementioned items and COUNCILMAN MACK did not believe that his brother-in-law's interests would be affected, COUNCILMAN MACK voted on Items 63, 64, and 65.

MINUTES:

Under Item 3, COUNCILWOMAN MONCRIEF reported that the Real Estate Committee met to review all of the Real Estate items on the consent agenda not previously stricken and joined with the recommendation of staff that the City Council approve each item.

(9:23 - 9:24/9:42)

1-611/1-1219

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 1st day of November 2004, by and between Priority One Commercial and /or nominee ("Buyer") and Antonio Cortez (hereinafter referred to as "Seller"), with reference to the following facts:

A. Seller is the owner of one parcel (the "Property") consisting of approximately .16 acres on which a 1,102 sq. ft. Residential Duplex resides.. The property is located at 325 N. 6th Street, Las Vegas Nevada 89101. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A".

B. Seller has represented to Buyer that the parcel # 139-34-512-021 is currently zoned R-4 and is located in the City of Las Vegas, County of Clark, State of Nevada.

C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, further described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. Purchase and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.

Purchase and Sale. The purchase price to be paid for Property and the improvements shall be **FOUR HUNDRED FIFTY THOUSAND DOLLARS** and no/100 Dollars (\$450,000.00), all cash. Said sum shall be paid as follows: * **(The Seller shall arrange to have all Tenants vacate the Premises prior to closing, with all copies of any notices to Priority One Commercial).**

(A.) Buyer shall deposit Ten Thousand dollars and no/100 dollars (\$10,000.00) into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(B.) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposit shall apply toward the purchase price of the Property.

(C.) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, **FOUR HUNDRED FORTY THOUSAND** and no/100 DOLLARS (\$440,000.00).

(D.) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price, upon the closing of escrow.

2. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Michelle Robbins at Chicago Title, within five (5) business days after the execution and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

- (A) Escrow shall close on November 30, 2004. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close, of escrow, date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.
- (B) Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be paid by Buyer.
- (C) real property taxes shall be prorated to close of escrow;
- (D) any Special Assessments or Fees outstanding on the Property which are of record shall be delineated by Escrow and prorated to Close of Escrow; and
- (E) in the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.
- (F) if escrow fails to timely close solely as the result of Buyer's default, all earnest monies previously deposited by Buyer into escrow and not previously disbursed to Seller shall be paid by escrow over to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to a refund of the earnest money only. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

3. Contingencies. The purchase of the Property is contingent upon:

(A) A thirty (30) days Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period. * Seller is to provide Buyer copies of any Lease Agreements for review.

(B) The above contingency in Paragraph 3 (a) is solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs

incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

(C) * The Seller has agreed to give copies of all utilities bills and trash bills that Seller pays, or for any of the tenants within the building so the proper accounts may be disconnected, discontinued, or transferred to Seller at closing.

(D) * The Buyer has agreed to cooperate with Seller for a 1031 Exchange.

4. Offer Expiration. This offer will remain open until October 29, 2004 from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

5. Broker Commissions/Disclosure. Seller represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4560 S. Decatur Blvd., Suite 202, Las Vegas Nevada 89103, who shall be paid through escrow a commission by Buyer of 4% of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

6. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served, either personally or, if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: Antonio Cortez and Octavio
4555 East Carey Avenue
Las Vegas NV 89115

To Buyer: Priority One Commercial
Attn: Cynthia Inman
4560 S. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

6. Applicable Laws and Severability. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

7. Entire Agreement. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

8. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

9. Successors or Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. Time is of the Essence. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

The undersigned Buyer, offers and agrees to purchase the Property on the terms and conditions herein stated and acknowledges receipt of a copy of this Agreement.

Date: October 25, 2004 Time 3:05PM

Buyer: Priority One Commercial, a
Nevada corporation or nominee:

By: _____

Its: _____

ACCEPTANCE OF OFFER TO PURCHASE

The undersigned Seller accepts the foregoing offer to purchase and agrees to sell the Property described above, on the terms and conditions stated herein, and acknowledges receipt of copy of this Agreement.

Date: Time am/pm

Seller:

By: _____

Its: _____

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTAND,
SEEK COMPETENT COUNSEL.

SITE MAP

