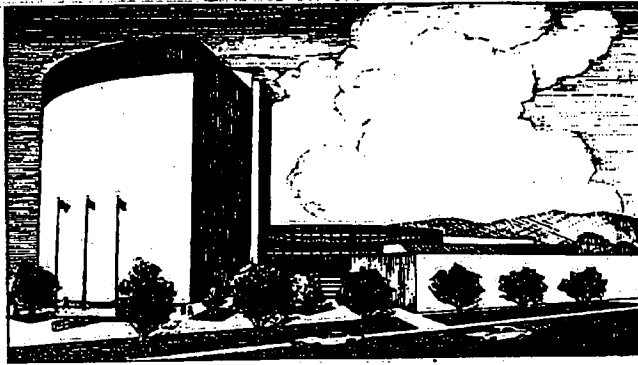




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

Meeting of

JANUARY 19, 2005

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

MAYOR OSCAR B. GOODMAN

COUNCILMAN GARY REESE
MAYOR PRO-TEM

COUNCILMAN LARRY BROWN

COUNCILMAN LAWRENCE WEEKLY

COUNCILMAN MICHAEL MACK

COUNCILWOMAN JANET MONCRIEF

COUNCILMAN STEVE WOLFSON

PRESENT

ABSENT

EXCUSED

☐☐☒☒☐☐☒☐☐☒☐☐☒☐☐☒☐☐☒☐☐

DOUG SELBY, CITY MANAGER

☒☐☐

VAL STEED, CHIEF DEPUTY CITY ATTORNEY

☒☐☐

(Arrived at 10:46 AM)

BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)

☒☐☐

TOM GREEN, DEPUTY CITY ATTORNEY

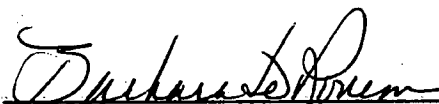
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BARBARA JO RONEMUS, CITY CLERK

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APPROVED BY REFERENCE: April 6, 2005

ATTEST:



CITY CLERK



MAYOR

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



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.

JANUARY 19, 2005

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 - DR. GARTH L. RASMUSSEN, CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF MARTIN LUTHER KING JR. DAY AND COMMUNITY PEACE WEEK
- RECOGNITION OF THE PALO VERDE HIGH SCHOOL STATE FOOTBALL CHAMPIONS
- PRESENTATION BY THE LAKES FESTIVAL OF LIGHTS COMMITTEE

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 November 3, 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 Notice of Intent to Augment the Fiscal Year 2005 Annual Budget of the City of Las Vegas General Fund in an amount not to exceed \$8,200,000
5. Approval of an Agreement between the City of Las Vegas and Banc of America Securities, LLC and/or Bank of America, N.A. for investment broker service for purchases and sales of financial instruments
6. Approval of a Master Repurchase Agreement between the City of Las Vegas and Banc of America Securities, LLC
7. Approval of Change of Ownership and Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, From: Mayfair Drug Company, a general partnership, W. L. Holst, III, 100%, To: High Street, LLC, dba Decatur Liquor, 546 South Decatur Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Nicole A. Woywod, Gen Mgr - Ward 1 (Moncrief)
8. Approval of a Special Event License for Dino's Lounge, Location: Funk House-Arts District, 1228 South Casino Center Boulevard, Dates: February 4, 2005 and March 4, 2005, Type: Special Event Beer/Wine/Cooler, Event: First Friday, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)
9. Approval of Change of Ownership and Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, From: Mayfair Drug Company, a general partnership, W. L. Holst, III, 100%, To: High Street, LLC, dba Huntridge Tavern, 1116 East Charleston Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Paul L. Kellogg, IV, Gen Mgr - Ward 3 (Reese)
10. Approval of Change of Ownership and Key Employee for a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, High Street, LLC, dba: Decatur Drug Restaurant, 544 South Decatur Boulevard; Decatur Drug, 544 South Decatur Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Nicole A. Woywod, Gen Mgr - Ward 1 (Moncrief)
11. Approval of a new Restricted Gaming License for 15 slots and Key Employee subject to confirmation of approval by the Nevada Gaming Commission, High Street, LLC, dba Huntridge Drug Store, 1122 East Charleston Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Paul L. Kellogg, IV, Gen Mgr - Ward 3 (Reese)
12. Approval of a new Burglar Alarm Service License, TCCS Limited, dba TCCS Limited, 52 Spectrum Boulevard, Harlan Y. Sumida, Mmbr, Mgr, 51%, Dennis W. Hamm, Mmbr, Mgr, 49% - Ward 3 (Reese)
13. Approval of a new Massage Establishment License subject to the provisions of the planning codes, M. Gore, Inc., dba Goldilocks Salon & Day Spa, 2800 West Sahara Avenue, Suite 8B, Mark A. Gore, Dir, Pres, Treas, 50%, Lori L. Gore, VP, Secy, 50% - Ward 1 (Moncrief)
14. Approval of a new Massage Establishment License subject to the provisions of the fire codes, Steve & Vicki Bayliff, dba The Loft, A Studio for Hair and Body, 8689 West Charleston Boulevard, Suite 111, Donald S. Bayliff, Co-owner, 50%, Victoria A. Bayliff, 50%, Co-owner - Ward 1 (Moncrief)
15. Approval of a new Psychic Art & Science License subject to the provisions of the fire codes, Emitra Fehr, dba Serenity Hookah Lounge, 2000 Las Vegas Boulevard, South, Suite E10, Emitra J. Fehr, 100% - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES - CONSENT

16. Approval of award of Ordering Agreement No. 050190, Haworth Furniture Purchase and Installation – Department of Public Works – Award recommended to: HAWORTH, INC. (Not to exceed \$600,000 – General Fund)
17. Approval of revision to purchase order 220875 for Annual Requirements Contract for Small Asphalt Patching – Department of Field Operations – Award to: MIKON CONSTRUCTION CO., INC. (\$240,000 – Public Works Capital Projects Fund) - All Wards
18. Approval of award of Contract Modification No. 1 to Contract No. 050000 for Website Usability Consulting Services – Department of Information Technologies – Award recommended to: DELPHIA CONSULTING, LLC (\$189,550 – Computer Services Internal Service Fund)
19. Approval of award of Bid No. 050129-LED, West Service Center Automated Gates and the construction conflicts and contingency reserve set by Finance and Business Services – Department of Field Operations – Award recommended to: GIBSON CONSTRUCTION OF NEVADA, INC. (\$118,833 – Sanitation Enterprise Fund) - Ward 4 (Brown)
20. Approval of four contractors for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects - Department of Finance and Business Services - Approval of: DLC GENERAL CONTRACTORS, INC., JMB CONSTRUCTION, INC., OAKVIEW CONSTRUCTION, INC. and RON L. REED, INC.
21. Approval of Letter of Engagement for Legislative and Governmental Relations Consulting Services – Office of the City Manager, Administrative Services – Award recommended to: LIONEL SAWYER & COLLINS (\$90,000 – General Fund)
22. Approval of revision to purchase order 222472 for Centennial Hills Park Volleyball Courts – Department of Public Works – Award to: TRADE WEST CONSTRUCTION, INC. (\$109,700 – Public Works Capital Projects Fund) – Ward 6 (Mack)

HUMAN RESOURCES - CONSENT

23. Approval to contract with National Benefit Resources/United Health Care (NBR/UHC) for reinsurance (\$378,522 - Self-insurance internal service fund)
24. Approval to create one regular full time Inspection Manager position in the Building & Safety Department (\$120,000 - Building & Safety Enterprise Fund)

NEIGHBORHOOD SERVICES - CONSENT

25. Approval of an additional \$1,200,000 of Home Investment Partnership/Low Income Housing Trust Funds (HOME/LIHTF) to HELP Las Vegas Housing Corporation II to assist with the construction costs to build affordable housing at Main and Owens for low-income individuals for an aggregate total of \$1,300,000 on this project - Ward 5 (Weekly)
26. Approval to reprogram \$412,000 in Home Investment Partnership (HOME) and/or Low Income Housing Trust Funds (LIHTF) from various sources to the Nevada HAND, Inc. Bonanza Pines III project located on Bonanza Avenue between Lamb and Pecos for an aggregate total of \$1,162,000 - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

27. Approval of First Supplemental Interlocal Contract LAS16E04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRCD) to increase funding for design of the Rancho Detention Basin Phase II (\$317,636 - Clark County Regional Flood Control District) - Ward 6 (Mack)

PUBLIC WORKS - CONSENT

28. Approval of First Supplemental Interlocal Contract LAS16F04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFC) to increase funding for design of the Rancho Road System (El Campo Grande Storm Drain) (\$124,200 - Clark County Regional Flood Control District) - Ward 6 (Mack)
29. Approval of Fourth Supplemental Interlocal Contract LAS19A99 between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion to December 30, 2005 for the Owens Avenue System - Rancho Drive to I-15 project - Ward 5 (Weekly)
30. Approval of Eighth Supplemental Interlocal Contract LAS10D95 between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion to December 31, 2005 for the Gowan North Channel - Gowan North Detention Basin to Durango Drive project - Ward 6 (Mack)
31. Approval of an Interlocal Agreement between Clark County, Clark County Regional Flood Control District (CCRFC), City of Las Vegas (City) and City of North Las Vegas to manage storm water inspections of construction sites within the Las Vegas Valley - All Wards
32. Approval to file a Temporary Use Permit with the Bureau of Land Management for temporary construction and stockpiling purposes on portions of land lying within Sections 11, 12 and 14, Township 19 South, Range 59 East, Mount Diablo Meridian, generally located along the north side of the Grand Teton Drive alignment between the Hualapai Way and Puli Road alignments and west of the Puli Drive alignment between the Grand Teton Drive and Elkhorn Road alignments, APNs 126-11-000-001, 126-12-000-001 and 126-14-000-001 - County (near Ward 6 - Mack)
33. Approval of a Declaration of Utilization from the Bureau of Land Management for portions of the South Half of Section 31, Township 19 South, Range 60 East, Mount Diablo Meridian, for drainage purposes generally located on the north side of Lone Mountain Road, between the Hualapai Way and Fort Apache Road alignments for the Gowan Drainage Channel - Phase IV project, APNs 125-31-401-006, -801-017 and -803-007 - County (near Ward 4 - Brown)
34. Approval of an Engineering Design Services Agreement with VTN Nevada for design of Rancho Detention Basin Phase II (\$341,416 - Clark County Regional Flood Control District [CCRFC]) - Ward 6 (Mack)
35. Approval of an Engineering Design Services Agreement with HDR Engineering, Inc., for engineering design services for the Las Vegas Wash/Sandhill Sewer Repair - Rehabilitation and Nellis Relief Sewer project (\$250,000 - City of Las Vegas [CLV] Sanitation Funds) - Ward 3 (Reese)
36. Approval of Interlocal Agreement 110567 with the Las Vegas Valley Water District (LVVWD) for the construction and funding of well discharge pipelines to be constructed in conjunction with the Alexander/Hualapai Road Improvement project - Ward 4 (Brown)
37. Approval of an Engineering Design Services Agreement with Project Engineering Consultants, Ltd., for professional engineering services related to the City of Las Vegas Unlined Reinforced Concrete Pipe (RCP) Evaluation and Rehabilitation Program, Phase 4 (\$454,619 - City of Las Vegas [CLV] Sanitation Fund) - Wards 1, 2, 3, 5 and 6 (Moncrief, Wolfson, Reese, Weekly and Mack)
38. Approval of an Engineering Design Services Agreement between the City of Las Vegas (City) and Orth-Rodgers & Associates, Inc., for professional engineering services related to the City's upgrading of existing traffic signal interconnect communications infrastructure (\$541,305 - Regional Transportation Commission [RTC]) - All Wards
39. Approval of an Engineering Design Services Agreement with Berryman & Henigar, Inc., for engineering design services for the Las Vegas Wash Trail, Owens Avenue to Charleston Boulevard (\$400,000 - Southern Nevada Public Lands Management Act Funds [SNPLMA]) - Ward 3 (Reese)
40. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Las Vegas Civil Engineering on behalf of Nick Dikova, owner (south of Gowan Road, west of Maverick Street, APN 138-11-702-006) - County (near Ward 6 - Mack)
41. Approval of an Encroachment Request from Integrity Engineering on behalf of PRMD, LLC, owner (Las Vegas Boulevard between Gass Avenue and Hoover Avenue) - Ward 5 (Weekly)

RESOLUTIONS - CONSENT

- 42. R-4-2005 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III (\$58,767.02 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
- 43. R-5-2005 - 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. 1501 - Downtown Street Rehabilitation Phase III (\$58,767.02 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

CITY ATTORNEY - DISCUSSION

- 44. Discussion and possible action on Appeal of Work Card Denial: Melissa L. Lee, 3001 Lake East #2039, Las Vegas, NV 89117
- 45. Discussion and possible action on Appeal of Work Card Denial: Joan Leslie Davis, LVCCC, 2901 Industrial Road, Las Vegas, NV 89109

FIELD OPERATIONS - DISCUSSION

- 46. Discussion and possible action on a lease agreement with American Honda Motor Co., Inc., for the lease of two fuel cell vehicles (\$14,400 - Internal Service Fund) - All Wards

FINANCE & BUSINESS SERVICES - DISCUSSION

- 47. Discussion and possible action on the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2004
- 48. Discussion and possible action regarding Temporary Approval of Change of Ownership, Business Name and Location for a Tavern License subject to the provisions of the fire codes, From: Thrower & Thrower, dba Thrower's Market, 1602 North H Street (Non-operational), Herman Thrower, Co-owner, Charlene Thrower, Co-owner, To: Hogs & Heifers of Las Vegas, Inc., dba Hogs & Heifers Saloon Las Vegas, 207 North Third Street, Michelle B. Dell, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)
- 49. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes and Health Dept. regulations, G2E Health Systems, Inc., dba G2E Health Systems, Inc., 1181 South Buffalo Drive, Suite 140, Anthony K. Chadwell, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
- 50. Discussion and possible action regarding a new Psychic Art & Science License subject to the provisions of the fire codes, Louise Andrea Dube, dba Andrea's Crystal Ball, 618 Carson Avenue, Louise A. Dube, 100% - Ward 5 (Weekly)
- 51. Discussion and possible action regarding a new Rock Concert Promoter License, William Arvizu, Jr., dba Genxevents, 7251 West Lake Mead Boulevard, Suite 300, William Arvizu, Jr., 100% - Ward 4 (Brown)
- 52. Discussion and possible action regarding a Six-Month Review of a Massage Establishment License, Nevcorp Consultants, Inc., dba MANYI, 3900 North Rancho Drive, Suite 107, Thomas E. Wilson, Pres, Secy, Treas, 100% - Ward 6 (Mack)

PLANNING & DEVELOPMENT - DISCUSSION

- 53. Report regarding changes to the Public and City Council notification process on proposed projects - All Wards

PUBLIC WORKS - DISCUSSION

54. Discussion and possible action on a request to install speed humps on Cory Place between Decatur Boulevard and Essex Drive West (\$5,200 - Neighborhood Traffic Management Program) - Ward 1 (Moncrief)

BOARDS & COMMISSIONS - DISCUSSION

55. ABEYANCE ITEM - SENIOR CITIZENS ADVISORY BOARD – Al Gallego – Term Expires 6/2007 (Resigned)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

56. Bill No. 2004-82 - Expands the boundaries of the Live/Work Overlay District to include the East Fremont District, as identified in the Downtown Centennial Plan. Proposed by: Robert S. Genzer, Director of Planning and Development
57. Bill No. 2004-83 - Prohibits motorized vehicles on equestrian trails, multi-use trails, and other trails not intended for motorized vehicles. Sponsored by: Councilman Michael Mack
58. Bill No. 2005-4 - Repeals the Municipal Code provision that requires persons who hold certain City offices to submit a resignation before filing for election to another City office. Proposed by: Bradford R. Jerbic, City Attorney

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

59. Bill No. 2005-1 - Annexation No. ANX-5329 – Property location: On the southeast corner of Jones Boulevard and Madre Mesa Drive; Petitioned by: S. F. Investments, LLC; Acreage: 2.42 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Lawrence Weekly
60. Bill No. 2005-2 - Eliminates the term limits applicable to voting members of the Historic Preservation Commission. Sponsored by: Mayor Oscar B. Goodman
61. Bill No. 2005-3 - Modifies the disclosure requirements for merchants who sell motorized skateboards or motorized scooters, and requires merchants to make certain disclosures in connection with the sale of mini-motorcycles. Sponsored by: Councilman Michael Mack
62. Bill No. 2005-5 - Levies Assessment for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) Sponsored by: Step Requirement

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.

63. Bill No. 2005-6 - Annexation No. ANX-5100 – Property location: On the east side of U. S. 95, south of Lone Mountain Road; Petitioned by: R. Paramahansa Trust, et al.; Acreage: 12.66 acres; Zoned: R-E (County zoning), U (O) and R-E (City equivalents). Sponsored by: Councilman Michael Mack

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.

64. Bill No. 2005-7 - Annexation No. ANX-5514 - Property location: On the northeast corner of Alexander Road and Grand Canyon Drive; Petitioned by: Maple Development, LLC, et al.; Acreage: 4.96 acres; Zoned: R-E (County zoning), U (RNP) and U (R) (City equivalents). Sponsored by: Councilman Larry Brown

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

65. 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

66. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at Vacant lot - North of 1733 N. Decatur Blvd. PROPERTY OWNERS: TELOS ENTERPRISES INC, C/O J. DONELL RECEIVER - Ward 5 (Weekly)
67. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at Vacant lot - West of 1733 N. Decatur Blvd. PROPERTY OWNERS: TELOS ENTERPRISES INC - Ward 5 (Weekly)
68. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition at 705 W. Adams Avenue. PROPERTY OWNER: JANICE ARBULU - Ward 5 (Weekly)
69. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 3705 San Joaquin Avenue. PROPERTY OWNERS: WALTER & SHIRLEY J. MERKEL - Ward 1 (Moncrief)
70. Hearing to consider the appeal regarding the Nuisance/Litter Abatement Notice and Order to Comply located at 6101 Denver Circle. PROPERTY OWNER: CHARLES ERBACHER - Ward 2 (Wolfson)

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.

71. EOT-5753 - APPLICANT/OWNER: LUZ MARIA SANCHEZ - Request for an Extension of Time of an approved Special Use Permit (SUP-3064) which ALLOWED A RESTAURANT SERVICE BAR at 621 North Eastern Avenue (APN 139-26-811-192), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

72. RQR-5752 - PUBLIC HEARING - RQR-5752 - APPLICANT/OWNER: LUZ MARIA SANCHEZ - Request for a Required One-Year Review of an approved Special Use Permit (SUP-3064) which ALLOWED A RESTAURANT SERVICE BAR at 621 North Eastern Avenue (APN 139-26-811-192), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
73. RQR-5754 - PUBLIC HEARING - APPLICANT/OWNER: LUZ MARIA SANCHEZ - Request for a Required One-Year Review of an approved Variance (VAR-3065) which ALLOWED 15 PARKING SPACES WHERE 34 PARKING SPACES ARE REQUIRED FOR AN EXISTING RETAIL BUILDING WITH A RESTAURANT at 621 North Eastern Avenue (APN 139-26-811-192), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
74. ROC-5747 - PUBLIC HEARING - APPLICANT: BLUE HERON PROPERTIES - OWNER: W. M. LAND DEVELOPMENT - Request for a Review of Condition Number 5 of an approved Site Development Plan Review (SDR-4539) TO ALLOW A 25 FOOT REAR YARD SETBACK FOR MODEL A AND A 29 FOOT REAR YARD SETBACK FOR MODEL B FOR LOTS ON THE EAST SIDE OF THE DEVELOPMENT, WHERE 30 FEET WAS THE MINIMUM SETBACK FOR MODEL A AND 34 FEET IS THE MINIMUM SETBACK FOR MODEL B (EXCEPT FOR THE SOUTHERNMOST LOT WHICH IS ALLOWED A 20 FOOT REAR SETBACK) for an approved 23-lot single family development on 4.75 acres adjacent to the southeast corner of Buffalo Drive and Del Rey Avenue (APN 163-03-201-001 and 002), R-E (Residence Estates) Zone under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units Per Acre) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
75. SCD-5551 - PUBLIC HEARING - APPLICANT: HARMON ENTERPRISES, INC. - OWNER: CBS I, LLC - Request for a Major Deviation from the Summerlin Development Standards TO ALLOW 546 PARKING SPACES WHERE A MINIMUM OF 591 PARKING SPACES IS REQUIRED FOR A PROPOSED PUB (TAVERN) WITHIN AN APPROVED OFFICE COMPLEX on 4.74 acres adjacent to the northeast corner of Charleston Boulevard and Indigo Drive (APN 137-36-811-018), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
76. SUP-5549 - PUBLIC HEARING - APPLICANT: HARMON ENTERPRISES, INC. - OWNER: CBS I, LLC - Request for a Special Use Permit FOR A PROPOSED PUB (TAVERN) on 4.74 acres adjacent to the northeast corner of Charleston Boulevard and Indigo Drive (APN 137-36-811-018), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (5-0 vote) and staff recommend APPROVAL
77. SUP-5550 - PUBLIC HEARING - APPLICANT: HARMON ENTERPRISES, INC. - OWNER: CBS I, LLC - Request for a Special Use Permit FOR A PROPOSED GAMING USE on 4.74 acres adjacent to the northeast corner of Charleston Boulevard and Indigo Drive (APN 137-36-811-018), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

78. MOD-5581 - PUBLIC HEARING - APPLICANT: OMEGA DEVELOPMENT - OWNER: LONE MOUNTAIN COMMERCIAL, LLC AND THE CITY OF LAS VEGAS - Request for a Major Modification to the Lone Mountain Master Development Plan TO CHANGE LAND USE DESIGNATIONS FROM: NEIGHBORHOOD COMMERCIAL AND PARK/SCHOOL/RECREATION/OPEN SPACE TO: MULTI-FAMILY MEDIUM on 8.74 acres adjacent to the east side of Hualapai Way, north and south of Gilmore Avenue (APN 138-07-201-001 and 002; 138-07-103-006), U (Undeveloped) Zone [PCD (Planned Community Development) and PR-OS (Parks/Recreation/Open Space) General Plan Designations] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend APPROVAL

79. SDR-5579 - PUBLIC HEARING - APPLICANT: OMEGA DEVELOPMENT - OWNER: LONE MOUNTAIN COMMERCIAL, LLC AND THE CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 136-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT on 8.74 acres adjacent to the east side of Hualapai Way, north and south of Gilmore Avenue (APN 138-07-201-001 and 002; 138-07-103-006), U (Undeveloped) Zone [PCD (Planned Community Development) and PR-OS (Parks/Recreation/Open Space) General Plan Designations] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend APPROVAL

80. SDR-5518 - PUBLIC HEARING - APPLICANT: CHARTERED DEVELOPMENT - OWNER: WILLOWS LONE MOUNTAIN, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF A 98-UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 4.57 acres at 3540 North Hualapai Way (APN 138-07-301-001), PD (Planned Development) Zone [Multi-Family Medium Lone Mountain Special Land Use Designation], Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

81. VAC-5508 - PUBLIC HEARING - APPLICANT: PULTE HOMES, INC. - OWNER: COKE MAGGIE, LLC - Petition to Vacate a portion of the west half of Buffalo Drive south of Iron Mountain Road, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

82. VAC-5576 - PUBLIC HEARING - APPLICANT: KB HOME NEVADA, INC. - OWNER: CLIFF'S EDGE DEVELOPMENT, LLC - Petition to Vacate U.S. Government Patent Easements generally located south of Grand Teton Drive, east of Egan Crest Drive, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

83. VAR-5531 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BUFFALO WASHINGTON III, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 93 PARKING SPACES WHERE 180 PARKING SPACES ARE REQUIRED IN CONJUNCTION WITH A PROPOSED 16,009 SQUARE FOOT COMMERCIAL RETAIL CENTER on 1.55 acres adjacent to the southeast corner of Buffalo Drive and Washington Avenue (APN 138-27-301-015), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend DENIAL

84. VAR-5547 - PUBLIC HEARING - APPLICANT: PICERNE DEVELOPMENT CORPORATION - OWNER: PICERNE PROVIDENCE, LLC - Request for a Variance TO ALLOW A 30-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 126 FEET on 15.69 acres adjacent to the southwest corner of Dorrell Lane and Hualapai Way (APN 126-24-610-003), PD (Planned Development) Zone [Medium Density Residential Cliff's Edge Special Land Use Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

85. SDR-4730 - PUBLIC HEARING - APPLICANT: PICERNE DEVELOPMENT CORPORATION - OWNER: CLIFF'S EDGE, LLC - Request for a Site Development Plan Review FOR A PROPOSED 392-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT AND A WAIVER OF CLIFF'S EDGE MASTER DEVELOPMENT PLAN AND DESIGN GUIDELINES TO ALLOW 10-FOOT SETBACK ON THE WESTERN PROPERTY LINE FOR THREE-STORY BUILDINGS AND A ZERO-FOOT SETBACK FROM THE EASTERN AND WESTERN PROPERTY LINE FOR ONE AND TWO-STORY BUILDINGS on 15.69 acres adjacent to the southwest corner of Dorrell Lane and Hualapai Way (APN 126-24-601-003), PD (Planned Development) Zone [Medium Density Residential Cliff's Edge Special Land Use Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL. (NOTE: The correct APN should be 126-24-610-003)

PLANNING & DEVELOPMENT - DISCUSSION

86. VAR-5572 - PUBLIC HEARING - APPLICANT/OWNER: PLUMBERS & PIPEFITTERS UNION LOCAL NO. 525 - Request for a Variance TO ALLOW 41 PARKING SPACES WHERE A MINIMUM OF 110 PARKING SPACES IS REQUIRED on 1.95 acres at 760 North Lamb Boulevard (APN 140-30-803-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

87. SDR-5571 - PUBLIC HEARING - APPLICANT/OWNER: PLUMBERS & PIPEFITTERS UNION LOCAL NO. 525 - Request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 19,094 SQUARE-FOOT OFFICE/ASSEMBLY BUILDING AND WAIVERS FOR BUILDING PLACEMENT, PARKING LOT AND PERIMETER LANDSCAPING STANDARDS on 1.95 acres at 760 North Lamb Boulevard (APN 140-30-803-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

88. RQR-5498 - PUBLIC HEARING - APPLICANT/OWNER: JERALD LANDWEHR AND KAY C. LANDWEHR - Required One Year Review of an Approved Special Use Permit (SUP-2960) WHICH ALLOWED FOR ANIMAL KEEPING AND HUSBANDRY (GOATS) at 4809 Ricky Road (APN 138-12-710-090), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

89. RQR-5544 - PUBLIC HEARING - APPLICANT: DESERT DODGE, INC. - OWNER: DOUGLAS B. KAYS - Required One-Year Review of an approved Special Use Permit (SUP-2859) FOR AN AUTO DEALER INVENTORY STORAGE at 1717 South Decatur Boulevard (APN 162-06-301-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

90. RQR-5443 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BELL REAL ESTATE, LLC - Request for a Required Four Year Review of an approved Special Use Permit (U-0103-95), WHICH ALLOWED A 12-FOOT BY 24-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1910 Industrial Road (APN 162-04-704-006), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

91. RQR-5513 - PUBLIC HEARING - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: FLETCHER JONES SR TRUST & JR TRUST, ET AL - Required Four-Year Review of an approved Special Use Permit (U-0101-95) WHICH ALLOWED ONE 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD Interstate-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-401-004), M (Industrial) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

92. VAR-5458 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LPN ARCHITECT - OWNER: BRE/ESA PROPERTIES, LLC - Request for a Variance TO ALLOW 107 PARKING SPACES WHERE 120 SPACES ARE REQUIRED FOR A PROPOSED 120-UNIT RESIDENCE HOTEL on 1.63 acres at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL

93. SUP-5457 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LPN ARCHITECT - OWNER: BRE/ESA PROPERTIES, LLC - Request for a Special Use Permit FOR A 120-UNIT RESIDENCE HOTEL at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL

94. SDR-5456 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LPN ARCHITECT - OWNER: BRE/ESA PROPERTIES, LLC - Request for a Site Development Plan Review and Waivers of landscaping standards FOR A 120-UNIT RESIDENCE HOTEL on 1.63 acres at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

95. SUP-2848 - ABEYANCE ITEM - PUBLIC HEARING - REAGAN NATIONAL ADVERTISING ON BEHALF OF C O G III, LIMITED - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed off-premise advertising (billboard) SIGN on a portion of 3.03 acres located at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL

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

97. SUP-4532 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SAHARA MOHAWK, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE (BILLBOARD) SIGN at 5320 West Sahara Avenue (APN 163-01-804-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL

98. SUP-4693 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: THOMAS J. OBATA - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6431 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) recommends DENIAL. Staff recommends APPROVAL

99. 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

100. 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

101. SUP-4930 - APPLICANT: YOUR CREDIT, INC. D/B/A LAS VEGAS FINANCE - OWNER: SAHARA PAVILION NORTH U.S., INC. - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND FOR WAIVERS OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT BETWEEN SIMILAR USES AND THE 200-FOOT DISTANCE SEPARATION REQUIREMENT FROM RESIDENTIAL USES at 2121 South Decatur Boulevard, Suite #29 (APN 162-06-402-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL. (NOTE: STAFF REQUESTS THIS ITEM BE STRICKEN)

102. SUP-5554 - PUBLIC HEARING - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. D/B/A A & A ASPHALT PAVING COMPANY - Request for a Special Use Permit FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

103. SDR-5553 - PUBLIC HEARING - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. D/B/A A & A ASPHALT PAVING COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 2,220 SQUARE-FOOT AUTO DETAIL FACILITY AND WAIVERS OF PARKING LOT AND PERIMETER LANDSCAPING STANDARDS AND FOUNDATION LANDSCAPING STANDARDS on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

104. SUP-5564 - PUBLIC HEARING - APPLICANT: PEP BOYS - OWNER: WACHOVIA DEVELOPMENT CORPORATION - Request for a Special Use Permit FOR A PROPOSED CAR WASH (SELF-SERVICE) AND WAIVER TO ALLOW BAY OPENINGS AND VACUUM BAYS TO FACE THE PUBLIC RIGHT-OF-WAY at 4141 Rancho Drive (APN 138-02-814-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

105. SDR-5562 - PUBLIC HEARING - APPLICANT: PEP BOYS - OWNER: WACHOVIA DEVELOPMENT CORPORATION - Request for a Site Development Plan Review FOR A PROPOSED CAR WASH (SELF SERVICE) on 1.86 acres at 4141 Rancho Drive (APN 138-02-814-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

106. SUP-5466 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: FREMONT STREET EXPERIENCE PARKING CORPORATION - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) AND A WAIVER OF THE SEPARATION DISTANCE REQUIREMENT at 425 Fremont Street (APN 139-34-610-045), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

107. SUP-5578 - PUBLIC HEARING - APPLICANT: SAMCON, INC. - OWNER: GGP IVANHOE II, INC. - Request for a Special Use Permit FOR A PROPOSED GENERAL BUSINESS RELATED GAMING ESTABLISHMENT at 4300 Meadows Lane, Suite #243 (APN 139-31-510-019), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

108. SUP-5580 - PUBLIC HEARING - APPLICANT: SAMCON, INC. - OWNER: GGP IVANHOE II, INC. - Request for a Special Use Permit FOR A PROPOSED SUPPER CLUB AND WAIVER OF THE 400 FOOT MINIMUM DISTANCE SEPARATION REQUIREMENT FROM A SCHOOL at 4300 Meadows Lane, Suite #2430 (APN 139-31-510-019), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

109. SUP-5582 - PUBLIC HEARING - APPLICANT/OWNER: IGLECIA DEL DIOS VIVO COLUMNA Y APOYO DE LA VERDAD "LA LUZ DEL MUNDO" - Request for a Special Use Permit FOR AN EXPANSION (PARKING LOT) OF AN EXISTING CHURCH/HOUSE OF WORSHIP at 2413 Cedar Avenue and 2412 East Mesquite Avenue (APN 139-35-513-031 through 034), R-1 (Single-Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

110. SDR-5583 - PUBLIC HEARING - APPLICANT/OWNER: IGLECIA DEL DIOS VIVO COLUMNA Y APOYO DE LA VERDAD "LA LUZ DEL MUNDO" - Request for a Site Development Plan Review FOR A PROPOSED EXPANSION OF AN EXISTING CHURCH/HOUSE OF WORSHIP AND PARKING LOT; AND A WAIVER OF PERIMETER LANDSCAPING STANDARDS at 2413 Cedar Avenue and 2412 East Mesquite Avenue (APN 139-35-513-031 through 034), R-1 (Single-Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

111. ZON-4623 - PUBLIC HEARING - APPLICANT: NEVADA HOMES GROUP - OWNER: HUALAPAI NEVADA, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL

112. VAR-5377 - PUBLIC HEARING - APPLICANT: NEVADA HOMES GROUP - OWNER: HUALAPAI NEVADA, LLC - Request for a Variance TO ALLOW NO OPEN SPACE WHERE 13,633 SQUARE FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 19 LOT SINGLE-FAMILY DEVELOPMENT on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

113. SDR-4626 - PUBLIC HEARING - APPLICANT: NEVADA HOMES GROUP - OWNER: HUALAPAI NEVADA, LLC - Request FOR A SITE DEVELOPMENT PLAN REVIEW FOR A 19-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL.

114. ZON-5566 - PUBLIC HEARING - APPLICANT/OWNER: SHANDER INTERNATIONAL, LLC - Request for a Rezoning FROM: R-PD14 (RESIDENTIAL PLANNED DEVELOPMENT - 14 UNITS PER ACRE) TO: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) on 12.58 acres at 5800 West Charleston Boulevard (APN 138-36-401-012 through 020; 138-36-406-001 and 009), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL.

115. SDR-5568 - PUBLIC HEARING - APPLICANT/OWNER: SHANDER INTERNATIONAL, LLC - Request for a Site Development Plan Review FOR A PROPOSED ADDITION OF A SIX-UNIT MULTI-FAMILY BUILDING TO AN EXISTING APARTMENT COMPLEX on 12.58 acres at 5800 West Charleston Boulevard (APN 138-36-401-012 through 020; 138-36-406-001 and 009), R-PD14 (Residential Planned Development - 14 Units Per Acre) [PROPOSED: R-PD15 (Residential Planned Development - 15 Units Per Acre)], Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL.

116. GPA-4548 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: M (MEDIUM DENSITY RESIDENTIAL) AND ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: MLA (MEDIUM-LOW ATTACHED DENSITY RESIDENTIAL) on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002; 140-30-520-017 through 033), Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL.

117. ZON-4554 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE) on 15.89 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002), Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend DENIAL.

118. VAR-4677 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request for a Variance TO ALLOW 1.57 ACRES OF OPEN SPACE WHERE 2.75 ACRES IS THE MINIMUM REQUIRED IN CONJUNCTION WITH A PROPOSED 166-UNIT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002; 140-30-520-017 through 033), R-E (Residence Estates) and R-PD9 (Residential Planned Development - 9 Units Per Acre) Zones [PROPOSED: R-PD9 (Residential Planned Development - 9 Units Per Acre)], Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend DENIAL.

119. SDR-4555 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 166-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002; 140-30-520-017 through 033), R-E (Residence Estates) and R-PD9 (Residential Planned Development - 9 Units Per Acre) Zones [PROPOSED: R-PD9 (Residential Planned Development - 9 Units Per Acre)], Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend DENIAL.

120. GPA-5182 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: INFIELD 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)

PLANNING & DEVELOPMENT - DISCUSSION

121. ZON-5183 - ABEYANCE ITEM - 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.)
122. VAR-5575 - PUBLIC HEARING - APPLICANT/OWNER: INFIELDFIELD DEVELOPMENT II, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 79 PARKING SPACES WHERE 86 SPACES IS THE MINIMUM REQUIRED FOR A PROPOSED INDOOR COMMERCIAL RECREATIONAL FACILITY at 3930 Leon Avenue (APN 138-12-110-021), O (Office) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL.
123. SDR-5573 - PUBLIC HEARING - APPLICANT/OWNER: INFIELDFIELD DEVELOPMENT II, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Site Development Plan Review FOR A PROPOSED 17,062 SQUARE-FOOT INDOOR COMMERCIAL RECREATIONAL FACILITY (BATTING CAGES), WAIVERS OF THE COMMERCIAL DEVELOPMENT STANDARDS FOR BUILDING PLACEMENT AND TO ALLOW A 10-FOOT REAR YARD SETBACK WHERE 20 FEET IS THE MINIMUM REQUIRED at 3930 Leon Avenue (APN 138-12-110-021), O (Office) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL.

SET DATE

124. 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

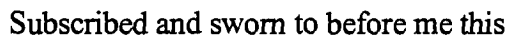
(Mailing required under the provisions of NRS Chapter 241)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **12th** day of **January, 2005**, a copy of NOTICE, the attached of which is a true and correct copy of the Notice – re: **City of Las Vegas, City Council Meeting** to be held on the **19th day of January, 2005**, 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

Paula Clark
SIGNATURE

13th day of January, 2005





CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: JANUARY 19, 2005

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 PRO TEM REESE and COUNCILMEMBERS BROWN, WEEKLY, MACK, MONCRIEF, and WOLFSON

EXCUSED: MAYOR GOODMAN (who was attending the National Conference of Mayors)

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, CHIEF DEPUTY CITY ATTORNEY VAL STEED (arrived at 10:46 a.m.), 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

(9:05 - 9:06)

1-1

- INVOCATION - DR. GARTH L. RASMUSSEN, CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

MINUTES:

DR. GARTH L. RASMUSSEN, Church of Jesus Christ of Latter-Day Saints, gave the invocation.

(9:06- 9:08)

1-26

- PLEDGE OF ALLEGIANCE

MINUTES:

MAYOR PRO TEM REESE led the audience in the Pledge.

(9:08 - 9:09)

1-86

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE EMPLOYEE OF THE MONTH

MOTION:

None required. A presentation was made.

MINUTES:

NOTE: A Certificate of Recognition was issued but a copy was not submitted.

DAVID RIGGLEMAN, Communications Director, and CHARLIE HOSMER McGRAW, KCLV Station Manager, joined MAYOR PRO TEM REESE at the podium to assist in recognizing DAN MASTROLUCA, Video Production Specialist, as January's Employee of the Month. MAYOR PRO TEM REESE indicated that during his tenure with the City since 1990, there have been numerous examples of MR. MASTROLUCA'S expertise and diligence, but one recent example exemplifies his hard work. His innovation recently saved the City more than \$67,000 for an upgrade of the main KCLV server, the computer that keeps Channel 2 on the air. This resulted in a dramatic increase in storage capacity and reliability at a fraction of the cost. Moreover, his recent suggestion to purchase key equipment will cut the number of man-hours involved in simple processes and shorten the time it takes to get emergency information on the air.

MR. RIGGLEMAN said this is the third time MR. MASTROLUCA has won Employee of the Month, and every time it has been well deserved. MR. RIGGLEMAN said that the server was running at capacity, and the City was running the risk of it crashing. MR. MASTROLUCA figured out a way to purchase and install the drives. This increased the reliability of the station.

MR. McGRAW mentioned that MR. MASTROLUCA must be super special to be nominated employee of the month three times during his tenure. He felt very proud to have MR. MASTROLUCA on his team.

MR. MASTROLUCA thanked the City for this recognition and for being patient throughout the installation process.

(9:09 - 9:13)

1-118

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE PALO VERDE HIGH SCHOOL STATE FOOTBALL CHAMPIONS

MOTION:

None required. This presentation was not made.

MINUTES:

COUNCILMAN WOLFSON said this presentation would not be made because all the students were busy taking semester final exams. The presentation will be made on 2/16/2005 instead. However, he stated that he is very proud of the Palo Verde students. Previously, he honored the Men's and Women's Tennis Teams as State Champions. In addition to the football team winning the State Championship, the Panther Pride Marching Band also captured top honors recently.

(9:13 - 9:14)

1-227

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

PRESENTATION BY THE LAKES FESTIVAL OF LIGHTS COMMITTEE

BACKUP DOCUMENTATION:

Submitted after meeting: picture of classic Cadillac

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILMAN WOLFSON welcomed GREG and DONNA TOUSSAINT, who work hard every year to put on the annual "The Lakes Festival of Lights" event. This year Councilman Wolfson was honored to participate in several ways. He was the Grand Marshal for the boat parade and also presented the first ever "Councilman Steve Wolfson's Pick" trophy to one of the participants in the car show. His choice was a Black 1939 Cadillac Imperial Sedan, owned by COLIN CHRISTIE.

MRS. TOUSSAINT thanked the City Council and MARIA CASTILLO-COUCH of Neighborhood Services for all their assistance in funding the annual "The Lakes Festival of Lights." There are about 60 volunteers from all over the County that help with this event. The Festival was started after 9-11, because the community decided something positive was necessary to bring the entire community together. The whole event is free and many charitable events are also held as part of the Festival.

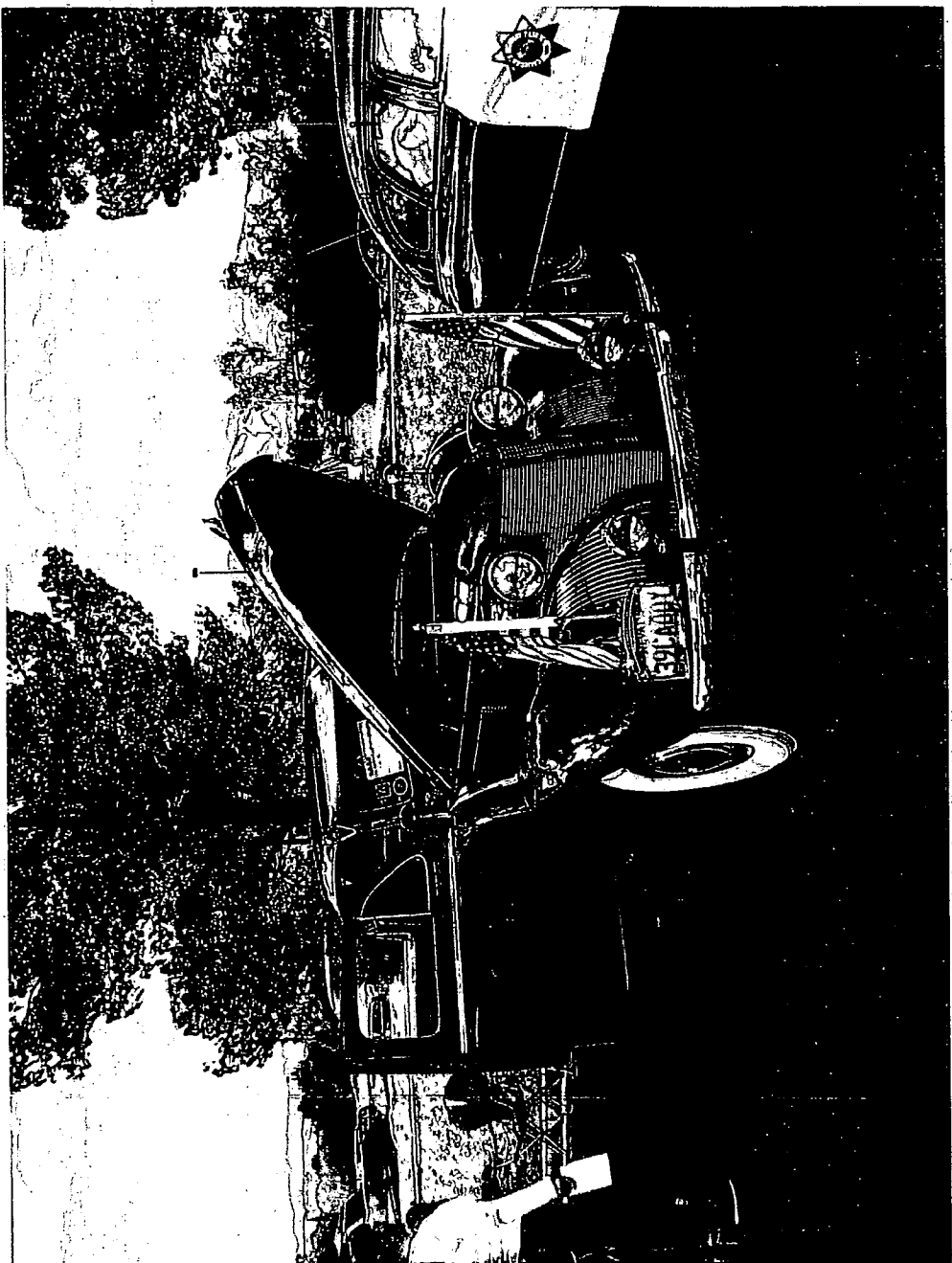
MR. TOUSSAINT said that this year the Festival Committee felt honored to have COUNCILMAN WOLFSON as Grand Marshal, and he presented him with a plaque. Also, MRS. TOUSSAINT presented COUNCILMAN WOLFSON with an official "The Lakes Festival of Lights" sweatshirt with a hood to keep him warm at next year's Festival.

(9:14 - 9:19)

1-270

CEREMONIAL BACKUP

**PRESENTATION BY THE LAKES
FESTIVAL OF LIGHTS COMMITTEE**



CEREMONIAL BACKUP

**RECOGNITION OF MARTIN LUTHER
KING JR. DAY AND COMMUNITY
PEACE WEEK**

PROCLAMATION

WHEREAS; *It is the policy and pleasure of the Las Vegas City Council to support efforts on reducing violence and promoting peace throughout Clark County; and*

WHEREAS; *Clark County Parks and Community Services Neighborhood Justice Center is dedicated to the expansion of mediation services and conflict resolution skills through the operation and promotion of the Neighborhood Justice Center; and*

WHEREAS; *Clark County has been working towards reducing violence in the community through efforts such as the Parks and Community Services Neighborhood Justice Center School Peer Mediation, Culture of Peace, Conflict Intervention Team, and the Victim Offenders Reconciliation Programs, as well as through efforts of the Parks and Community Services Gang Intervention Team, Administrative Services Town and Liaison Services Division, and through partnerships with Safe And Drug Free Schools, Clark County School District, City of Las Vegas Department of Leisure Services, North Las Vegas Recreation, and others;*

THEREFORE; *Schools, businesses, community organizations and citizens of Clark County can unite and show support for peace efforts and celebrate the same throughout Clark County; we hereby proclaim and encourage businesses, community organizations, and the citizens of Clark County to participate in making the community more peaceful through the recognition and promotion of peace efforts. We, the Mayor & Las Vegas City Council hereby proudly recognize*

January 17 - 22, 2005

PEACE WEEK 2005

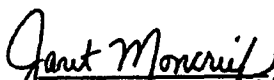

Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Lawrence Weekly


Councilman Michael Mack


Councilwoman Janet Moncrief


Councilman Steve Wolfson



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

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:

BROWN - Motion to bring forward and STRIKE Items 32, 44, and 50 - UNANIMOUS with GOODMAN excused

MINUTES:

There was no discussion.

(9:30 - 9:32)

1-809

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

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 November 3, 2004

MOTION:

BROWN - APPROVED as recommended - UNANIMOUS with GOODMAN excused

MINUTES:

There was no discussion.

(9:32)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

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:	\$33,078,418.21
☒ 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 12/16/04 - 12/31/04

Total Services & Materials Checks: \$2,916,945.18

Total Payroll Checks: \$5,664,271.84

Total AP Wire Transfers: \$24,497,201.19

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

City of Las Vegas

Summary of Cash Expenditures

For period of 12/16/04 - 12/31/04

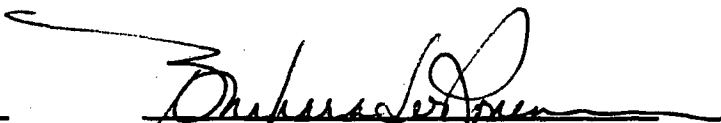
Total Services & Materials Checks :	\$2,916,945.18
Total Payroll Checks:	\$5,664,271.84
Total AP Wire Transfers:	\$24,497,201.19

Grand Total:	\$33,078,418.21

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 Rorremus
City Clerk

On JANUARY 19, 2005, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Notice of Intent to Augment the Fiscal Year 2005 Annual Budget of the City of Las Vegas General Fund in an amount not to exceed \$8,200,000

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Publish notice of the City's intent to act on a resolution to augment the FY 2005 Budget of the General Fund in an amount not to exceed \$8,200,000 in order to effect an increase in appropriations, pursuant to NRS 354.598005. Public hearing to be held in City Council Chambers February 2, 2005

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Notice for Publication

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

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

NOTICE IS HEREBY GIVEN, that the City Council of the City of Las Vegas, State of Nevada, will act on a resolution to augment the General Fund budget for fiscal year 2005 in an amount not to exceed \$8.2 million in order to effect an increase in appropriations made available from increased revenues and actual beginning fund balance in excess of budget, pursuant to NAC 354.410 through NAC 354.450, at a meeting to be held in City Council Chambers February 2, 2005, at the hour of 9:00 a.m. at which time all persons may attend and be heard. Prior to the meeting, written comments may be filed with Barbara Jo Ronemus, City Clerk, and will be considered.

OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Agreement between the City of Las Vegas and Banc of America Securities, LLC and/or Bank of America, N.A. for investment broker service for purchases and sales of financial instruments

Fiscal Impact:

☒ **No Impact**

Amount:

☐ **Budget Funds Available**

Dept./Division:

☐ **Augmentation Required**

Funding Source:

PURPOSE/BACKGROUND:

The City wishes to add Banc of America Securities LLC and Bank of American N.A. to its approved investment broker list.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Bank of America Customer Agreement

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

BANK OF AMERICA

Banc of America Securities LLC
Bank of America, N.A.

BAS/BOA Account 42001522

Customer Agreement (INSTITUTIONS)

PLEASE READ CAREFULLY, SIGN AND RETURN

This Agreement sets forth the terms and conditions on which Banc of America Securities LLC ("BAS") and/or Bank of America, N.A. ("BOA") (collectively, "we" or "us") will open and maintain in your name such account(s) as you may designate for purchases and sales of Financial Instruments. "Financial Instruments" means securities of every kind, including commercial paper and options relating to any of the foregoing, certificates of deposit, bankers' acceptances, master notes, repurchase agreements and similar financial instruments.

PRIMARY PROVISIONS

- 1. BAS Orders and Executions.** Unless you execute a Margin Account Supplement to this Agreement to establish a Margin Account with BAS, you agree that you will enter "sell" orders with BAS only with respect to Financial Instruments owned by you and that you will deliver any such Financial Instruments to BAS, in good deliverable form, on or before the settlement date (unless the applicable Financial Instrument already is in BAS's possession). You agree that, if you purchase Financial Instruments in a cash account at BAS, no sale of the Financial Instruments will be contemplated before you make payment therefor. Unless you direct that BAS execute an order to purchase or sell Financial Instruments on a specified exchange or market and BAS agrees to such execution, BAS will, in its sole discretion and without prior notice to you, execute the order on the over-the-counter market or on any exchange, including a foreign exchange, either on a principal or agency basis.
- 2. Instructions.** You agree that we shall incur no liability in acting upon oral or written instructions given to us concerning your accounts, provided such instructions reasonably appear genuine. You agree that we, in our discretion, may decline to accept, or may place restrictions upon, orders for your accounts.
- 3. Settlement.** You agree that, in case of non-delivery of any Financial Instrument sold by you, we are authorized to purchase the Financial Instrument to cover your position and charge any loss and expense to your account. You agree that, if we fail to receive payment for any Financial Instrument purchased by you, we may, without prior demand or notice, sell any Property (as defined below) held by us in any of your accounts and any resulting loss and expense will be charged to your account. You agree to pay promptly on demand any debit balance in your account(s).
- 4. Security Interest.** You hereby grant BAS, BOA and each of our affiliates (collectively, "BofA Entities") a continuing security interest in, lien on, and right of set-off with respect to, all Financial Instruments and other property, including cash balances (collectively, "Property"), now or hereafter held or carried by any BofA Entity in your accounts, including any Property in transit or held by others on behalf of a BofA Entity and all proceeds of the foregoing, as collateral security for the payment and performance of all your obligations to any BofA Entity, now existing or hereinafter arising, whether or not such obligations arise under this Agreement or any other agreement between any BofA Entity and
- you and irrespective of the number of accounts you may have with the BofA Entities or which BofA Entity holds such Property, together with all expenses of the BofA Entities in connection therewith. In order to satisfy such obligations, each BofA Entity is authorized to sell and/or purchase any Property in any of your accounts, or to liquidate any open options or redeem money market funds in any of your accounts, without notice. In enforcing this security interest, each BofA Entity shall have all the rights and remedies available to a secured party under the Uniform Commercial Code ("UCC"). Each BofA Entity shall, without your further consent, comply with any orders or instructions of each other BofA Entity with respect to such Property, including any entitlement orders (as defined in Section 8-102(a)(9) of the UCC). Each BofA Entity shall hold any such Property both as secured party and, for purposes of Section 8-106(d)(3) of the UCC, as agent and bailee of each other BofA Entity. Each BofA Entity agrees that all Property held by it in connection with this Agreement shall be treated as a "financial asset" under Section 8-102(a)(9) of the UCC.
- 5. Transfer.** You hereby agree that BofA Entities shall have the right to transfer Property held by them between or among your accounts whenever any BofA Entity, in its sole discretion, considers such a transfer necessary for its protection.
- 6. Use of BOA or Fleet Transaction Accounts.** If you elect to settle through a designated transaction account ("Transaction Account") with BOA all transactions effected by you with or through BAS, you agree that BAS may instruct BOA to debit such BOA Transaction Account on the settlement date for payment for Financial Instruments purchased by you and instruct BOA to accept deposits into such BOA Transaction Account representing the proceeds from the sale of Financial Instruments sold by you. If you elect to settle through a BOA Transaction Account all transactions effected by you with or through BOA, you agree that BOA may debit such BOA Transaction Account on the settlement date for payment for Financial Instruments purchased by you and credit such BOA Transaction Account with the proceeds from the sale of Financial Instruments sold by you. If you elect to settle through a Transaction Account with Fleet, N.A. ("Fleet") all transactions effected by you with or through BAS or BOA, you agree that BAS or BOA, as applicable, may instruct Fleet to debit such Fleet Transaction Account on the settlement date for payment for Financial Instruments purchased by you and instruct Fleet to accept deposits into such Fleet Transaction Account representing the proceeds from the sale of Financial Instruments sold by you. You agree to have sufficient funds available in any such Transaction Account on settlement date for all Financial Instruments purchased by you. **Please designate on the signature page hereof, the name and account number of the BOA Transaction Account or Fleet Transaction Account you designate to be debited and credited for the foregoing purposes.** If applicable, you hereby authorize Fleet to rely on a copy of this Agreement as authority for Fleet to accept instructions from BAS or BOA, as applicable, relating to your Fleet Transaction Account.
- 7. Use of BOA or Fleet Safekeeping Account.** If you sell to or through BAS Financial Instruments held in a designated safekeeping account ("Safekeeping Account") at BOA, you agree that BAS may instruct BOA to withdraw such Financial Instruments from your BOA Safekeeping Account on settlement date and deliver those Financial Instruments as BAS may instruct to cover such sales. You also agree that, if you wish to deposit in

your BOA Safekeeping Account Financial Instruments purchased by you from or through BAS, BOA may accept fully-paid Financial Instruments from BAS for deposit in such Account. You further agree that BOA may withdraw Financial Instruments on the settlement date from any BOA Safekeeping Account to cover the sales of Financial Instruments made by you through BOA and deposit in your BOA Safekeeping Account fully-paid Financial Instruments purchased by you from or through BOA. If you sell to or through BAS or BOA Financial Instruments held in a Fleet Safekeeping Account, you agree that BAS or BOA, as applicable, may instruct Fleet to withdraw such Financial Instruments from your Fleet Safekeeping Account on the settlement date and deliver those Financial Instruments as BAS or BOA, as applicable, may instruct to cover such sales. You also agree that, if you wish to deposit in your Fleet Safekeeping Account Financial Instruments purchased by you from or through BAS or BOA, Fleet may accept fully-paid Financial Instruments from BAS or BOA, as applicable, for deposit in such Account. You understand and agree that BOA's Safekeeping Receipt and Agreement sets forth the terms and conditions under which BOA will hold any Financial Instrument deposited in your BOA Safekeeping Account in accordance with your instructions. If applicable, you hereby authorize Fleet to rely on a copy of this Agreement as authority for Fleet to accept instructions from BAS or BOA, as applicable, relating to your Fleet Safekeeping Account.

8. Fees and Charges. We may charge commissions and other fees for execution of transactions to purchase and sell Financial Instruments, and you hereby agree to pay such commissions and fees at our then-prevailing rates. You understand that such commission and fee rates may be changed from time to time upon 30 days' prior notice, and you agree to be bound thereby. You also agree to pay our reasonable fees for any special services that you request.

9. Confirmations and Communications. Confirmations of the execution of orders and statements of your account shall be conclusive if not objected to in writing within ten (10) days after forwarding by BAS or BOA, as applicable, to you by mail or otherwise. Any communication mailed, electronically transmitted or otherwise sent to you at the address specified in our records shall, until three (3) business days after we have received notice in writing of a different address, be deemed to have been forwarded by us when sent, and you waive all claims resulting from failure to receive such communication.

10. Information Disclosure. You hereby authorize us to disclose information to, and receive information from, others, including credit bureaus or other agencies, about you, your accounts or your transactions: (i) to establish or maintain your accounts or to complete transactions; (ii) as required by applicable laws, rules, regulations or court orders; and (iii) in any suit or other proceeding in which disclosure is necessary or appropriate in our judgment to protect our interests. Pursuant to Rule 14b-1 under the Securities Exchange Act of 1934, we may disclose your name, address, and Financial Instrument positions to requesting companies in which you are a shareholder, unless you send written objection to BAS or BOA, as applicable.

11. Impartial Lottery System. When we hold, on your behalf, bonds or preferred stock in street name or bearer form which are callable in part, you agree to participate in the impartial lottery allocation system of the called securities used by us in accordance with the rules of the applicable exchange or depository.

12. Control and Restricted Securities. You will not ask BAS to sell "control" or "restricted" securities, for purposes of Rule 144 under the Securities Act of 1933, unless you have disclosed to BAS, in writing, that such securities are control or restricted securities and unless you are authorized to engage in such a sale under applicable law. In connection with a sale of

control or restricted securities, you agree to provide us with such notices, information, legal opinions, certifications or other assurances as we may request.

DISCLOSURES/CONSENTS

- Although this Agreement applies, for convenience of execution, to accounts you may establish at either BOA or BAS, those accounts are maintained by separate legal entities and are operated independently. Accordingly, BOA shall have no responsibility or liability for any obligations of BAS relating to any accounts you may maintain at BAS; and BAS shall have no responsibility or liability for any obligations of BOA relating to any accounts you may maintain at BOA.
- **ANY OF YOUR TELEPHONE CONVERSATIONS WITH BAS OR BOA MAY BE RECORDED TO ASSURE ACCURACY. YOU HEREBY CONSENT TO SUCH RECORDING.**
- Unless explicitly stated otherwise, Financial Instruments offered or sold by BOA or BAS are not insured by the Federal Deposit Insurance Corporation ("FDIC") or any government agency.
- Financial Instruments offered and sold by BOA may entail credit exposure to BOA or its affiliates (unless fully insured by the FDIC) and also may involve investment and market risks.
- Financial Instruments offered or sold by BAS: (i) are not deposits or obligations of, or guaranteed by, BOA or any other bank (unless explicitly stated otherwise); and (ii) involve market and investment risks, including possible loss of the principal amount invested.
- BOA and its affiliates may lend, or provide other services, to issuers whose securities are underwritten or placed by BAS; and the proceeds of any offerings may be used to repay such loans. You should consult the relevant disclosure documents for the details of any such relationship.
- BAS or BOA may underwrite and deal in, serve as placement agent for, or have long or short positions in, securities with respect to which BAS or BOA renders certain brokerage or investment advisory services for you and may buy or sell such securities from or to you as principal.
- Affiliates of BOA and BAS receive fees for providing investment advisory, administrative and other services to Nations Funds and Galaxy Funds.
- BAS (but not BOA) is a member of the Securities Investor Protection Corporation ("SIPC") through which customer accounts are protected in the event of a broker-dealer's insolvency up to \$500,000, including a maximum of \$100,000 for free cash balances. In addition to receiving basic SIPC protection, and once such protection is exhausted, all BAS (but not BOA) client accounts are protected on the total net equity of the account, not to exceed \$300,000,000 per account, or an aggregate of \$1.2 billion. The term "net equity" means the value of the securities and cash BAS owes your firm at the time a liquidation proceeding is commenced. This additional protection is provided in the form of a guarantee to BAS from its parent

company, Bank of America Corporation, and is of the same type and nature as provided by SIPC, but at a higher limit. Neither SIPC nor the additional coverage is the same as or a substitute for FDIC deposit insurance, and they do not protect against declines in the market value of your securities.

- You acknowledge that, unless BAS or BOA has expressly agreed otherwise, BAS and BOA will be acting in the capacity of broker-dealer in connection with any transaction executed for your accounts and not as a financial adviser or a fiduciary and no advice provided by BAS or BOA will form a primary basis for any investment decision made by you or on your behalf. BAS and/or BOA may make available information about Financial Instruments and investment strategies, including their own research reports and market commentaries, as well as materials prepared by others; however, none of this information is in any way tailored to reflect your personal financial circumstances or investment objectives, and the Financial Instruments or investment strategies discussed therein might not be suitable for you. Therefore, you should not view the fact that BAS or BOA, as applicable, is making this information available as a recommendation to you of any particular Financial Instrument or investment strategy. To the extent that your transactions differ from a specific recommendation made by BAS or BOA, as applicable, to you with respect to the Financial Instruments, size, price and timing of a recommended transaction, or to the extent there have been variations in the facts relevant to the transaction, you agree that BAS or BOA, as applicable, has no responsibility for determining the suitability of these transactions for you.
- If BAS carries your accounts as clearing broker by arrangement with another broker through whose courtesy your accounts have been introduced to BAS, then, unless BAS receives a written notice from you to the contrary, BAS may accept from such other broker, without any inquiry or investigation by BAS: (i) orders for the purchase and sale of Financial Instruments, on margin or otherwise; and (ii) any other instructions concerning your accounts. You understand that BAS shall have no responsibility or liability to you for any acts or omissions of such other broker, its officers, employees or agents.
- BAS reserves the right to go directly to the sponsor of any mutual fund or unit investment trust for purchases. You understand that, in these instances, the sponsor will confirm directly with you.

ARBITRATION AGREEMENT

You are aware that:

- A. **Arbitration is final and binding on the parties.**
- B. **The parties are waiving their right to seek remedies in court, including the right to jury trial.**
- C. **Pre-Arbitration discovery is generally more limited than and different from court proceedings.**
- D. **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**

- E. **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

You and BAS hereby agree that any controversy between you and BAS arising out of this Agreement shall be submitted to arbitration conducted pursuant to the code of arbitration procedures of the NASD. You and BOA hereby agree that any controversy between you and BOA arising out of your purchase or sale of any municipal security from or through BOA also shall be submitted to arbitration conducted pursuant to the code of arbitration procedures of the NASD. You and BOA hereby agree that any other controversy between you and BOA arising out of this Agreement shall be resolved by arbitration in accordance with the Federal Arbitration Act (Title 9 US Code) and that any such arbitration shall be conducted in the City of New York, or any other place as to which BOA and you agree, in accordance with the rules for arbitration of financial services disputes of J.A.M.S. In any case, arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate. The award of the arbitrator shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

MISCELLANEOUS

13. Governing Law. This Agreement shall be governed by the laws of the State of New York (without regard to conflict of law principles). All transactions for your accounts are subject to the Standard Confirmation Terms set forth on the reverse side of each trade confirmation, and all applicable federal, state, governmental agency, self-regulatory organization, exchange and clearing house laws, rules and regulations, as well as the customs and usages of the marketplace where effected.

14. Severability. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, regulatory or self-regulatory agency or body or arbitration tribunal, this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

15. Limitation on Liability. You acknowledge and agree that we shall not be liable for any liability, loss, or damage caused directly or indirectly by events beyond our reasonable control, including, but not limited to, government restrictions, natural disasters, riots or other civil disturbances, exchange or market rulings, suspensions of trading, wars, strikes, terrorism or interruption or other failures of transportation, communication or data processing services. Further, you acknowledge and agree that we shall not be liable for any loss or other claim of injury with respect to any account, except for losses or injuries directly attributable to our gross negligence or willful misconduct.

16. Waiver Not Implied. Our failure to insist at any time upon strict compliance with the terms of this Agreement, or any continued course of such conduct on our part, shall not constitute or be considered a waiver of any of our rights.

17. **No Oral Modification; Effect on Prior Agreements.** No modification of this Agreement shall be effective unless in writing and executed by you and us. The signing of this Agreement supersedes any prior agreements made with us or any of our predecessors or assigns with respect to the subject matter hereof. To the extent this Agreement is inconsistent with any other agreement or document governing your accounts, the provisions of this Agreement shall govern.

18. **Assignment.** This Agreement is binding upon and inures to the benefit of BAS, BOA and you, as well as your and our respective successors and permitted assigns. No party hereto may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other parties; *provided, however*, that BAS and/or BOA may assign and delegate rights and obligations hereunder to any affiliate or successor, without prior notice to you.

19. **Term.** This Agreement shall become effective on its acceptance by BAS and/or BOA, as applicable. You may close your accounts by giving written notice to BAS or BOA, as applicable. BAS and/or BOA may close your accounts by giving you written notice. When your accounts are closed, BAS or BOA, as applicable, will return to you, or follow your instructions for the transfer of, any Property remaining in your accounts, subject to your having satisfied all obligations and paid all indebtedness owing to us, and will no longer accept orders for transactions after the date of closing.

20. **Change in Information.** You agree to notify BAS or BOA, as applicable, promptly in writing of any change in information that you supplied when opening your accounts, including, but not limited to, change of address, change in investment objectives and change in financial circumstances.

21. **Power and Authority.** You represent and warrant that you have all necessary power and authority to execute and perform this Agreement and that the execution and performance of this Agreement will not cause you to violate any provisions in your charter, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument. You further represent and warrant that this Agreement, as amended from time to time, is a legal, valid and binding obligation, enforceable against you in accordance with its terms. Each of the persons accepting this Agreement on your behalf represents that he or she acting alone has full power and authority to deal with us on your behalf.

22. **Equity IPOs.** If you expect to acquire equity securities in initial public offerings ("Equity IPOs"), you agree to promptly notify BAS if you (or any other persons or entities having a beneficial interest in your BAS accounts) are or become: (i) a broker-dealer; (ii) an officer, director, general partner, associated person or employee of a broker-dealer; (iii) an agent engaged in the investment banking or securities business on behalf of a broker-dealer; (iv) a finder or fiduciary with respect to the managing underwriter of an Equity IPO in which you propose to invest; (v) a person who has the authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor or collective investment account; (vi) a person that directly or indirectly has an ownership interest of 10% or more in a broker-dealer; (vii) a person that directly or indirectly owns 10% or more of a public reporting company listed on Schedule A of a broker-dealer's Form BD; (viii) a person that directly or indirectly owns 25% or more of a public reporting company listed on Schedule B of a broker-dealer's Form BD; or (ix) an immediate family member of a person specified in any of paragraphs (ii) through (viii) above who materially supports, or receives material support from, such person or an affiliate of a person specified in paragraphs (vi), (vii) or (viii) above.

You hereby certify that you have read, understand and agree to the terms set forth in this Agreement including, but not limited to, the Arbitration Agreement set forth on page 3.

City of Las Vegas

Printed Name of Client

BAS/BOA Account 42001522

By:

Signature of Authorized Individual

Date

Oscar B. Goodman, Mayor

Printed Name and Title of Authorized Individual

If Applicable:

By:

Signature of Additional Authorized Individual

Date

Printed Name and Title of Additional Authorized Individual

(If Applicable), BOA or Fleet Transaction Account to Be Debited and Credited Pursuant to Paragraph 6. Above

Deposit Account Name

ABA Routing Number

Deposit Account Number

ATTEST:

Barbara Jo Ronemus
BARBARA JO RONEUS, City Clerk

APPROVED AS TO FORM:

J. P. Puccio

1/7/05
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Master Repurchase Agreement between the City of Las Vegas and Banc of America Securities, LLC

Fiscal Impact:

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

PURPOSE/BACKGROUND:

A Master Repurchase Agreement is required by NRS 355.170 before investing in repurchase agreements.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Banc of America Securities LLC Master Repurchase Agreement

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

Master Repurchase Agreement Client Instructions

Please find attached the Bond Markets Association's industry standard Master Repurchase Agreement ("MRA") along with our form of Annex I. In order to properly document all repo trades, please review the MRA and complete all information requested on page 10 and 12 and, if applicable, any annexes which require completion. (If there is an Agent or Registered Investment Company, please be sure to properly identify all accounts.) Please confirm the exact legal name of your account and/or modify the name if it appears incorrectly. Additionally, if the MRA appears to be complete, please print two (2) copies and have an authorized individual sign each MRA on behalf of your account(s) and return them along with a Certificate of Incumbency, or the like, authorizing the individual signing the agreements to the address below. (Please note, any alteration of the text in the MRA must be brought to my attention for review and legal counsel approval):

Jane R. Stratford
Bank of America, N.A.
Capital Markets Documentation
100 N. Tryon St., 13th Floor
NC1-007-13-01
Charlotte, NC 28255
Tel: 704-386-1599
Fax: 704-386-4113
jane.r.stratford@bankofamerica.com

Upon receipt, I will confirm credit approval and obtain any remaining signatures. Once fully executed, I will return an original to you for your files.

Please contact me with any questions or comments.

Thank you in advance for your cooperation throughout our repo documentation process.

Sincerely,

Jane R. Stratford

Master Repurchase Agreement

September 1996 Version

Dated as of December 14, 2004

Between: **Banc of America Securities LLC**

and **City of Las Vegas, Nevada**

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

(a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

(c) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(d) "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

(e) "Confirmation", the meaning specified in Paragraph 3(b) hereof;

- (f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;
- (g) "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;
- (h) "Margin Excess", the meaning specified in Paragraph 4(b) hereof;
- (i) "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);
- (j) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);
- (k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);
- (l) "Pricing Rate", the per annum percentage rate for determination of the Price Differential;
- (m) "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);
- (n) "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;
- (o) "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;
- (p) "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;
- (q) "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;
- (r) "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;
- (s) "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;
- (t) "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination

(a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

(b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.

(c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance

(a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

(b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

(c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

(d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

(e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

(f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

8. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to liens granted by Seller to [its clearing

bank]* [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]* [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. §403.4(e) if Seller is a government securities broker or dealer other than a financial institution.

** Language to be used under 17 C.F.R. §403.5(d) if Seller is a financial institution.

9. Substitution

(a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

(b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance; (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

(a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

(b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the

Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

(c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

(d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:

(i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

(ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

(e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

(f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.

(g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

(h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

(i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12.Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13.Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14.Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15.Non-assignability; Termination

(a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

(b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16.Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17.No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18.Use of Employee Plan Assets

(a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

(b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

(c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19.Intent

(a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

(c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections

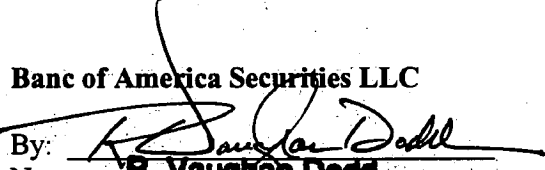
The parties acknowledge that they have been advised that:

(a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

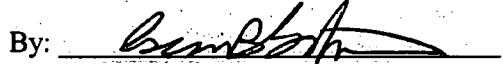
(b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

(c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

Banc of America Securities LLC

By: 
Name: R. Vaughan Dodd
Title: Senior Vice President
Date: 1-14-05

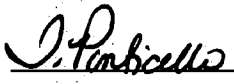
City of Las Vegas

By: 
Name: Oscar B. Goodman
Title: Mayor
Date: _____

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 1/7/05
Date

ANNEX I

Supplemental Terms and Conditions

This Annex I forms a part of the Master Repurchase Agreement dated as of June 7, 2004 (the "Agreement") between Banc of America Securities LLC and City of Las Vegas, Nevada. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

1. Other Applicable Annexes. In addition to this Annex I and Annex II, the following selected Annexes and any Schedules thereto shall form a part of the Agreement and shall be applicable thereunder:

☐ Annex III	(International Transactions)
☐ Annex IV	(Party Acting as Agent (agent, manager, investment adviser or trustee))
☒ Annex V	(Margin for Forward Transactions)
☒ Annex VI	(Buy/Sell Back Transactions)
☐ Annex VII	(Transactions Involving Registered Investment Companies)

2. Submission to Jurisdiction and Waiver of Immunity.

(a) Each party irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of any United States Federal or New York State court sitting in Manhattan, and any appellate court from any such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under the Agreement or relating in any way to the Agreement or any Transaction under the Agreement and (ii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.

(b) To the extent that either party has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from setoff or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, such party hereby irrevocably waives and agrees not to plead or claim such immunity in respect of any action brought to enforce its obligations under the Agreement or relating in any way to the Agreement or any Transaction under the Agreement.

3. Additional Events of Default. In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an "Event of Default" if:

- (a) as a result of sovereign action or inaction (directly or indirectly), Buyer or Seller becomes unable to perform any absolute or contingent obligation to make a payment or transfer or to receive a payment or transfer in respect of any Transaction under the Agreement or to comply with any other material provision of the Agreement relating to such Transaction; or
- (b) either party defaults or becomes subject to an Additional Termination Event (as defined in any ISDA Master Agreement between Banca Intesa and any affiliate of Banc of America Securities LLC) with respect to any other agreement between the parties or any affiliate of the parties.

4. Representations and Warranties. In addition to the representations and warranties made pursuant to Paragraph 10 of the Agreement, each party in addition represents and warrants to the other party that no material adverse change in such party's financial condition has occurred since the date of the most recent financial statements furnished by such party to the other party, and such financial statements are complete and correct and fairly present such party's financial condition and results of operations as at and for the period ended on the date thereof, all in accordance with generally accepted accounting principles and practices applied on a consistent basis.

5. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

6. No Reliance. In addition to the representations and warranties set forth in Paragraph 10 of the Agreement, each party hereby makes the following representations and warranties in connection with the Agreement and each Transaction under the Agreement, which shall continue until the settlement of any such Transaction:

(a) unless there is a written agreement with the other party to the contrary, it is not relying on any advice (whether written or oral) of the other party, other than the representations expressly set out in the Agreement;

(b) it has made and will make its own decisions regarding the entering into and exercise of any Transaction under the Agreement based upon its own judgment and upon advice from such professional advisers as it has deemed it necessary to consult; and

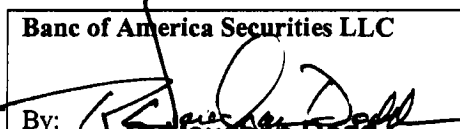
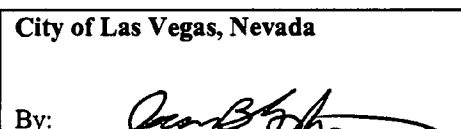
(c) it understands the terms, conditions and risks of each Transaction under the Agreement and is willing to assume (financially and otherwise) those risks.

7. Recording of Conversations. Each party to this Agreement acknowledges and agrees to the tape recording of conversations between trading and marketing personnel of the parties to this Agreement whether by one or other or both of the parties or their agents, and that any such tape recordings may be submitted in evidence in any proceedings relating to the Agreement.

8. Evidence of Authority. Each party agrees to deliver to the other party the following documents:-

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
Both parties	Certified copies of all corporate authorizations and any other documents with respect to the execution, delivery and performance of this Agreement	Upon execution and delivery of this Agreement
Both parties	Certificate of authority and specimen signatures of individuals executing this Agreement any Credit Support Document and Confirmations	Upon execution and delivery of this Agreement and thereafter upon request of the other party

Accepted and Agreed:

Banc of America Securities LLC	City of Las Vegas, Nevada
By: 	By: 
Name: R. Vaughan Dodd	Name: Oscar B. Goodman
Title: Senior Vice President	Title: Mayor
Date: 1/14/05	Date:

Attest:

By: 
BARBARA JO ROREMUS, Clerk 12

APPROVED AS TO FORM:

1/7/05 Date

Annex II

Names and Addresses for Communications Between Parties

Corporate Headquarters:

Banc of America Securities LLC
Bank of America Corporate Center
100 North Tryon Street
NC1-007-06-06
Charlotte, North Carolina 28255

Documentation Issues:

Bank of America, N.A.
100 N. Tryon St., 13th Floor
NC1-007-13-01
Charlotte, NC 28255
Attn: Jane R. Stratford
Phone: 704-386-1599
Fax: 704-386-4113

Operational Issues:

Banc of America Securities LLC
200 North College Street, 3rd Floor
NC1-004-03-44
Charlotte, North Carolina 28255
Attn: Stuart Baughan, Vice President
Phone: (704) 388-4970
Fax: (704) 388-5719/5720

Name of Party: City of Las Vegas, Nevada

Contact: Mark Vincent and Colleen Lewis

Street Address: 400 Stewart Avenue, 6th Floor

City, State, Zip Code: Las Vegas, Nevada 89101

Telephone No.: (702) 229-6321

Fax No.: (702) 366-0263

Email address: mvincent@lasvegasnevada.gov; celewis@lasvegasnevada.gov

Annex III

International Transactions

This Annex III (including any Schedules hereto) forms a part of the Master Repurchase Agreement dated as of _____, 20__ (the "Agreement") between Banc of America Securities LLC and _____. Capitalized terms used but not defined in this Annex III shall have the meanings ascribed to them in the Agreement.

1. Definitions. For purposes of the Agreement and this Annex III:

(a) The following terms shall have the following meanings:

"Base Currency", United States dollars or such other currency as Buyer and Seller may agree in the Confirmation with respect to any International Transaction or otherwise in writing;

"Business Day" or "business day":

(i) in relation to any International Transaction which (A) involves an International Security and (B) is to be settled through CEDEL or Euroclear, a day on which CEDEL or, as the case may be, Euroclear is open to settle business in the currency in which the Purchase Price and the Repurchase Price are denominated;

(ii) in relation to any International Transaction which (A) involves an International Security and (B) is to be settled through a settlement system other than CEDEL or Euroclear, a day on which that settlement system is open to settle such International Transaction;

(iii) in relation to any International Transaction which involves a delivery of Securities not falling within (i) or (ii) above, a day on which banks are open for business in the place where delivery of the relevant Securities is to be effected; and

(iv) in relation to any International Transaction which involves an obligation to make a payment not falling within (i) or (ii) above, a day other than a Saturday or Sunday on which banks are open for business in the principal financial center of the country of which the currency in which the payment is denominated is the official currency and, if different, in the place where any account designated by the parties for the making or receipt of the payment is situated (or, in the case of ECU, a day on which ECU clearing operates);

"CEDEL", CEDEL Bank, société anonyme;

"Contractual Currency", the currency in which the International Securities subject to any International Transaction are denominated or such other currency as may be specified in the Confirmation with respect to any International Transaction;

"Euroclear", Morgan Guaranty Trust Company of New York, Brussels Branch, as operator of the Euroclear System;

"International Security", any Security that (i) is denominated in a currency other than United States dollars or (ii) is capable of being cleared through a clearing facility outside the United States or (iii) is issued by an issuer organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof);

"International Transaction", any Transaction involving (i) an International Security or (ii) a party organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof) or having its principal place of business outside the United States or (iii) a branch or office outside the United States designated in Annex I by a party organized under the laws of the United States (or any political subdivision thereof) as an office through which that party may act;

"LIBOR", in relation to any sum in any currency, the offered rate for deposits for such sum in such currency for a period of three months which appears on the Reuters Screen LIBO page as of 11:00 A.M., London

time, on the date on which it is to be determined (or, if more than one such rate appears, the arithmetic mean of such rates);

"Spot Rate", where an amount in one currency is to be converted into a second currency on any date, the spot rate of exchange of a comparable amount quoted by a major money-center bank in the New York interbank market, as agreed by Buyer and Seller, for the sale by such bank of such second currency against a purchase by it of such first currency.

(b) Notwithstanding Paragraph 2 of the Agreement, the term "Prime Rate" shall mean, with respect to any International Transaction, LIBOR plus a spread, as may be specified in the Confirmation with respect to any International Transaction or otherwise in writing.

2. Manner of Transfer. All transfers of International Securities (i) shall be in suitable form for transfer and accompanied by duly executed instruments of transfer or assignment in blank (where required for transfer) and such other documentation as the transferee may reasonably request, or (ii) shall be transferred through the book-entry system of Euroclear or CEDEL, or (iii) shall be transferred through any other agreed securities clearing system or (iv) shall be transferred by any other method mutually acceptable to Seller and Buyer.

3. Contractual Currency.

(a) Unless otherwise mutually agreed, all funds transferred in respect of the Purchase Price or the Repurchase Price in any International Transaction shall be in the Contractual Currency.

(b) Notwithstanding subparagraph (a) of this Paragraph 3, the payee of any payment may, at its option, accept tender thereof in any other currency; provided, however, that, to the extent permitted by applicable law, the obligation of the payor to make such payment will be discharged only to the extent of the amount of the Contractual Currency that such payee may, consistent with normal banking procedures, purchase with such other currency (after deduction of any premium and costs of exchange) for delivery within the customary delivery period for spot transactions in respect of the relevant currency.

(c) If for any reason the amount in the Contractual Currency so received, including amounts received after conversion of any recovery under any judgment or order expressed in a currency other than the Contractual Currency, falls short of the amount in the Contractual Currency due in respect of the Agreement, the party required to make the payment shall (unless an Event of Default has occurred and such party is the nondefaulting party) as a separate and independent obligation (which shall not merge with any judgment or any payment or any partial payment or enforcement of payment) and to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall.

(d) If for any reason the amount of the Contractual Currency received by one party hereto exceeds the amount in the Contractual Currency due such party in respect of the Agreement, then (unless an Event of Default has occurred and such party is the nondefaulting party) the party receiving the payment shall refund promptly the amount of such excess.

4. Notices. Any and all notices, statements, demands or other communications with respect to International Transactions shall be given in accordance with Paragraph 13 of the Agreement and shall be in the English language.

5. Taxes.

(a) Transfer taxes, stamp taxes and all similar costs with respect to the transfer of Securities shall be paid by Seller.

(b) (i) Unless otherwise agreed, all money payable by one party (the "Payor") to the other (the "Payee") in respect of any International Transaction shall be paid free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax (a "Tax"), unless the withholding or deduction of such Tax is required by law. In that event, unless otherwise agreed, Payor shall pay such additional amounts as will result in the net amounts receivable by Payee (after taking account of such withholding or deduction) being equal to such amounts as would have been received by Payee had no such

Tax been required to be withheld or deducted; provided that for purposes of Paragraphs 5 and 6 the term "Tax" shall not include any Tax that would not have been imposed but for the existence of any present or former connection between Payee and the jurisdiction imposing such Tax other than the mere receipt of payment from Payor or the performance of Payee's obligations under an International Transaction. The parties acknowledge and agree, for the avoidance of doubt, that the amount of Income required to be transferred, credited or applied by Buyer for the benefit of Seller under Paragraph 5 of the Agreement shall be determined without taking into account any Tax required to be withheld or deducted from such Income, unless otherwise agreed.

(ii) In the case of any Tax required to be withheld or deducted from any money payable to a party hereto acting as Payee by the other party hereto acting as Payor, Payee agrees to deliver to Payor (or, if applicable, to the authority imposing the Tax) any certificate or document reasonably requested by Payor that would entitle Payee to an exemption from, or reduction in the rate of, withholding or deduction of Tax from money payable by Payor to Payee.

(iii) Each party hereto agrees to notify the other party of any circumstance known or reasonably known to it (other than a Change of Tax Law, as defined in Paragraph 6 hereof) that causes a certificate or document provided by it pursuant to subparagraph (b)(ii) of this Paragraph to fail to be true.

(iv) Notwithstanding subparagraph (b)(i) of this Paragraph, no additional amounts shall be payable by Payor to Payee in respect of an International Transaction to the extent that such additional amounts are payable as a result of a failure by Payee to comply with its obligations under subparagraph (b)(ii) or (b)(iii) of this Paragraph with respect to such International Transaction.

6. Tax Event.

(a) This Paragraph 6 shall apply if either party notifies the other, with respect to a Tax required to be collected by withholding or deduction, that:

(i) any action taken by a taxing authority or brought in a court of competent jurisdiction after the date an International Transaction is entered into, regardless of whether such action is taken or brought with respect to a party to the Agreement; or

(ii) a change in the fiscal or regulatory regime after the date an International Transaction is entered into,

(each, a "Change of Tax Law") has or will, in the notifying party's reasonable opinion, have a material adverse effect on such party in the context of an International Transaction.

(b) If so requested by the other party, the notifying party will furnish the other party with an opinion of a suitably qualified adviser that an event referred to in subparagraph (a)(i) or (a)(ii) of this Paragraph 6 has occurred and affects the notifying party.

(c) Where this Paragraph 6 applies, the party giving the notice referred to in subparagraph (a) above may, subject to subparagraph (d) below, terminate the International Transaction effective from a date specified in the notice, not being earlier (unless so agreed by the other party) than 30 days after the date of such notice, by nominating such date as the Repurchase Date.

(d) If the party receiving the notice referred to in subparagraph (a) of this Paragraph 6 so elects, it may override such notice by giving a counter-notice to the other party. If a counter-notice is given, the party which gives such counter-notice will be deemed to have agreed to indemnify the other party against the adverse effect referred to in subparagraph (a) of this Paragraph 6 so far as it relates to the relevant International Transaction and the original Repurchase Date will continue to apply.

(e) Where an International Transaction is terminated as described in this Paragraph 6, the party which has given the notice to terminate shall indemnify the other party against any reasonable legal and other professional expenses incurred by the other party by reason of the termination, but the other party may not claim any sum constituting consequential loss or damage in respect of a termination in accordance with this Paragraph 6.

(f) This Paragraph 6 is without prejudice to Paragraph 5 of this Annex III; but an obligation to pay additional amounts pursuant to Paragraph 5 of this Annex III may, where appropriate, be a circumstance which causes this Paragraph 6 to apply.

7. Margin. In the calculation of “Margin Deficit” and “Margin Excess” pursuant to Paragraph 4 of the Agreement, all sums not denominated in the Base Currency shall be deemed to be converted into the Base Currency at the Spot Rate on the date of such calculation.

8. Events of Default.

(a) In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional “Event of Default” if either party fails, after one business day’s notice, to perform any covenant or obligation required to be performed by it under this Annex III, including, without limitation, the payment of taxes or additional amounts as required by Paragraph 5 of this Annex III.

(b) In addition to the other rights of a nondefaulting party under Paragraph 11 of the Agreement, following an Event of Default, the nondefaulting party may, at any time at its option, effect the conversion of any currency into a different currency of its choice at the Spot Rate on the date of the exercise of such option and offset obligations of the defaulting party denominated in different currencies against each other.

Schedule III.A

International Transactions Relating to [Relevant Country]

This Schedule III.A forms a part of Annex III to the Master Repurchase Agreement dated as of _____, _____ (the "Agreement") between Banc of America Securities LLC and _____. Capitalized terms used but not defined in this Schedule III.A shall have the meanings ascribed to them in Annex III.

Insert provisions applicable to relevant country:- Not Applicable.

Annex IV

Party Acting as Agent

This Annex IV forms a part of the Master Repurchase Agreement dated as of _____, _____ (the "Agreement") between Banc of America Securities LLC and _____. This Annex IV sets forth the terms and conditions governing all transactions in which a party selling securities or buying securities, as the case may be ("Agent"), in a Transaction is acting as agent for one or more third parties (each, a "Principal"). Capitalized terms used but not defined in this Annex IV shall have the meanings ascribed to them in the Agreement.

1. Additional Representations. In addition to the representations set forth in Paragraph 10 of the Agreement, Agent hereby makes the following representations, which shall continue during the term of any Transaction: Principal has duly authorized Agent to execute and deliver the Agreement on its behalf, has the power to so authorize Agent and to enter into the Transactions contemplated by the Agreement and to perform the obligations of Seller or Buyer, as the case may be, under such Transactions, and has taken all necessary action to authorize such execution and delivery by Agent and such performance by it.

2. Identification of Principals. Agent agrees (a) to provide the other party, prior to the date on which the parties agree to enter into any Transaction under the Agreement, with a written list of Principals for which it intends to act as Agent (which list may be amended in writing from time to time with the consent of the other party), and (b) to provide the other party, before the close of business on the next business day after orally agreeing to enter into a Transaction, with notice of the specific Principal or Principals for whom it is acting in connection with such Transaction. If (i) Agent fails to identify such Principal or Principals prior to the close of business on such next business day or (ii) the other party shall determine in its sole discretion that any Principal or Principals identified by Agent are not acceptable to it, the other party may reject and rescind any Transaction with such Principal or Principals, return to Agent any Purchased Securities or portion of the Purchase Price, as the case may be, previously transferred to the other party and refuse any further performance under such Transaction, and Agent shall immediately return to the other party any portion of the Purchase Price or Purchased Securities, as the case may be, previously transferred to Agent in connection with such Transaction; provided, however, that (A) the other party shall promptly (and in any event within one business day) notify Agent of its determination to reject and rescind such Transaction and (B) to the extent that any performance was rendered by any party under any Transaction rejected by the other party, such party shall remain entitled to any Price Differential or other amounts that would have been payable to it with respect to such performance If such Transaction had not been rejected. The other party acknowledges that Agent shall not have any obligation to provide it with confidential information regarding the financial status of its Principals; Agent agrees, however, that it will assist the other party in obtaining from Agent's Principals such information regarding the financial status of such Principals as the other party may reasonably request.

3. Limitation of Agent's Liability. The parties expressly acknowledge that if the representations of Agent under the Agreement, including this Annex IV, are true and correct in all material respects during the term of any Transaction and Agent otherwise complies with the provisions of this Annex IV, then (a) Agent's obligations under the Agreement shall not include a guarantee of performance by its Principal or Principals and (b) the other party's remedies shall not include a right of setoff in respect of rights or obligations, if any, of Agent arising in other transactions in which Agent is acting as principal.

4. Multiple Principals.

(a) In the event that Agent proposes to act for more than one Principal hereunder, Agent and the other party shall elect whether (i) to treat Transactions under the Agreement as transactions entered into on behalf of separate Principals or (ii) to aggregate such Transactions as if they were transactions by a single Principal. Failure to make such an election in writing shall be deemed an election to treat Transactions under the Agreement as transactions on behalf of separate Principals.

(b) In the event that Agent and the other party elect (or are deemed to elect) to treat Transactions under the Agreement as transactions on behalf of separate Principals, the parties agree that (i) Agent will provide the other party, together with the notice described in Paragraph 2(b) of this Annex IV, notice specifying the portion of each Transaction allocable to the account of each of the Principals for which it is acting (to the extent that any such Transaction is allocable to the account of more than one Principal); (ii) the portion of any individual Transaction allocable to each Principal shall be deemed a separate Transaction under the Agreement; (iii) the margin maintenance obligations of Buyer and Seller under Paragraph 4 of the Agreement shall be determined on a Transaction-by-Transaction basis (unless the parties agree to determine such obligations on a Principal-by-Principal basis); and (iv) Buyer's and Seller's remedies under the Agreement upon the occurrence of an Event of Default shall be determined as if Agent had entered into a separate Agreement with the other party on behalf of each of its Principals.

(c) In the event that Agent and the other party elect to treat Transactions under the Agreement as if they were transactions by a single Principal, the parties agree that (i) Agent's notice under Paragraph 2(b) of this Annex IV need only identify the names of its Principals but not the portion of each Transaction allocable to each Principal's account; (ii) the margin maintenance obligations of Buyer and Seller under Paragraph 4 of the Agreement shall, subject to any greater requirement imposed by applicable law, be determined on an aggregate basis for all Transactions entered into by Agent on behalf of any Principal; and (iii) Buyer's and Seller's remedies upon the occurrence of an Event of Default shall be determined as if all Principals were a single Seller or Buyer, as the case may be.

(d) Notwithstanding any other provision of the Agreement (including, without limitation, this Annex IV), the parties agree that any Transactions by Agent on behalf of an employee benefit plan under ERISA shall be treated as Transactions on behalf of separate Principals in accordance with Paragraph 4(b) of this Annex IV (and all margin maintenance obligations of the parties shall be determined on a Transaction-by-Transaction basis).

5. Interpretation of Terms. All references to "Seller" or "Buyer", as the case may be, in the Agreement shall, subject to the provisions of this Annex IV (including, among other provisions, the limitations on Agent's liability in Paragraph 3 of this Annex IV), be construed to reflect that (i) each Principal shall have, in connection with any Transaction or Transactions entered into by Agent on its behalf, the rights, responsibilities, privileges and obligations of a "Seller" or "Buyer", as the case may be, directly entering into such Transaction or Transactions with the other party under the Agreement, and (ii) Agent's Principal or Principals have designated Agent as their sole agent for performance of Seller's obligations to Buyer or Buyer's obligations to Seller, as the case may be, and for receipt of performance by Buyer of its obligations to Seller or Seller of its obligations to Buyer, as the case may be, in connection with any Transaction or Transactions under the Agreement (including, among other things, as Agent for each Principal in connection with transfers of Securities, cash or other property and as agent for giving and receiving all notices under the Agreement). Both Agent and its Principal or Principals shall be deemed "parties" to the Agreement and all references to a "party" or "either party" in the Agreement shall be deemed revised accordingly (and any Act of Insolvency with respect to Agent or any other Event of Default by Agent under Paragraph 11 of the Agreement shall be deemed an Event of Default by Seller or Buyer, as the case may be).

Annex IV.A

Identification of Principals

Annex V

Margin for Forward Transactions

This Annex V forms a part of the Master Repurchase Agreement dated as of June 7, 2004 (the "Agreement") between Banc of America Securities LLC and City of Las Vegas, Nevada. Capitalized terms used but not defined in this Annex V shall have the meanings ascribed to them in the Agreement.

1. Definitions. For purposes of the Agreement and this Annex V, the following terms shall have the following meanings:

"Forward Exposure", the amount of loss a party would incur upon canceling a Forward Transaction and entering into a replacement transaction, determined in accordance with market practice or as otherwise agreed by the parties;

"Forward Transaction", any Transaction agreed to by the parties as to which the Purchase Date has not yet occurred;

"Net Forward Exposure", the aggregate amount of a party's Forward Exposure to the other party under all Forward Transactions hereunder reduced by the aggregate amount of any Forward Exposure of the other party to such party under all Forward Transactions hereunder;

"Net Unsecured Forward Exposure", a party's Net Forward Exposure reduced by the Market Value of any Forward Collateral transferred to such party (and not returned) pursuant to Paragraph 2 of this Annex V.

2. Margin Maintenance.

(a) If at any time a party (the "In-the-Money Party") shall have a Net Unsecured Forward Exposure to the other party (the "Out-of-the-Money Party") under one or more Forward Transactions, the In-the-Money Party may by notice to the Out-of-the-Money Party require the Out-of-the-Money Party to transfer to the In-the-Money Party Securities or cash reasonably acceptable to the In-the-Money Party (together with any Income thereon and proceeds there of, "Forward Collateral") having a Market Value sufficient to eliminate such Net Unsecured Forward Exposure. The Out-of-the-Money Party may by notice to the In-the-Money Party require the In-the-Money Party to transfer to the Out-of-the-Money Party Forward Collateral having a Market Value that exceeds the In-the-Money Party's Net Forward Exposure ("Excess Forward Collateral Amount"). The rights of the parties under this subparagraph shall be in addition to their rights under subparagraphs (a) and (b) of Paragraph 4 and any other provisions of the Agreement.

(b) The parties may agree, with respect to any or all Forward Transactions hereunder, that the respective rights of the parties under subparagraph (a) of this Paragraph may be exercised only where a Net Unsecured Forward Exposure or Excess Forward Collateral Amount, as the case may be, exceeds a specified dollar amount or other specified threshold for such Forward Transactions (which amount or threshold shall be agreed to by the parties prior to entering into any such Forward Transactions).

(c) The parties may agree, with respect to any or all Forward Transactions hereunder, that the respective rights of the parties under subparagraph (a) of this Paragraph to require the elimination of a Net Unsecured Forward Exposure or Excess Forward Collateral Amount, as the case may be, may be exercised whenever such a Net Unsecured Forward Exposure or Excess Forward Collateral Amount exists with respect to any single Forward Transaction hereunder (calculated without regard to any other Forward Transaction outstanding hereunder).

(d) The parties may agree, with respect to any or all Forward Transactions hereunder, that (i) one party shall transfer to the other party Forward Collateral having a Market Value equal to a specified dollar amount or other specified threshold no later than the Margin Notice Deadline on the day such Forward Transaction is entered into by the parties or (ii) one party shall not be required to make any transfer otherwise required to be made under this

Paragraph if, after giving effect to such transfer, the Market Value of the Forward Collateral held by such party would be less than a specified dollar amount or other specified threshold (which amount or threshold shall be agreed to by the parties prior to entering into any such Forward Transactions).

(e) If any notice is given by a party to the other under subparagraph (a) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer Forward Collateral as provided in such subparagraph no later than the close of business in the relevant market on such business day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such Forward Collateral no later than the close of business in the relevant market on the next business day.

(f) Upon the occurrence of the Purchase Date for any Forward Transaction and the performance by the parties of their respective obligations to transfer cash and Securities on such date, any Forward Collateral in respect of such Forward Transaction, together with any Income thereon and proceeds thereof, shall be transferred by the party holding such Forward Collateral to the other party; provided, however, that neither party shall be required to transfer such Forward Collateral to the other if such transfer would result in the creation of a Net Unsecured Forward Exposure of the transferor.

(g) The Pledgor (as defined below) of Forward Collateral may, subject to agreement with and acceptance by the Pledgee (as defined below) thereof, substitute other Securities reasonably acceptable to the Pledgee for any Securities Forward Collateral. Such substitution shall be made by transfer to the Pledgee of such other Securities and transfer to the Pledgor of such Securities Forward Collateral. After substitution, the substituted Securities shall constitute Forward Collateral.

3. Security Interest.

(a) In addition to the rights granted to the parties under Paragraph 6 of the Agreement, each party ("Pledgor") hereby pledges to the other party ("Pledgee") as security for the performance of its obligations hereunder, and grants Pledgee a security interest in and right of setoff against, any Forward Collateral and any other cash, Securities or property, and all proceeds of any of the foregoing, transferred by or on behalf of Pledgor to Pledgee or due from Pledgee to Pledgor in connection with the Agreement and the Forward Transactions hereunder.

(b) Unless otherwise agreed by the parties, a party to whom Forward Collateral has been transferred shall have the right to engage in repurchase transactions with Forward Collateral or otherwise sell, transfer, pledge or hypothecate Forward Collateral, including in respect of loans or other extensions of credit to such party that may be in amounts greater than the Forward Collateral such party is entitled to as security for obligations hereunder, and that may extend for periods of time longer than the periods during which such party is entitled to Forward Collateral as security for obligations hereunder; provided, however, that no such transaction shall relieve such party of its obligations to transfer Forward Collateral pursuant to Paragraph 2 or 4 of this Annex V or Paragraph 11 of the Agreement.

4. Events of Default.

(a) In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if either party fails, after one business day's notice, to perform any covenant or obligation required to be performed by it under Paragraph 2 or any other provision of this Annex.

(b) In addition to the other rights of a nondefaulting party under Paragraphs 11 and 12 of the Agreement, if the nondefaulting party exercised or is deemed to have exercised the option referred to in Paragraph 11(a) of the Agreement:

(i) The nondefaulting party, without prior notice to the defaulting party, may (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Forward Collateral subject to any or all Forward Transactions hereunder and apply the proceeds thereof to any amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Forward Collateral, to give the defaulting party credit for such Forward Collateral in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against any amounts owing by the defaulting party hereunder.

(ii) Any Forward Collateral held by the defaulting party, together with any Income thereon and proceeds thereof, shall be immediately transferred by the defaulting party to the nondefaulting party. The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), and without prior notice to the defaulting party, (i) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Securities Forward Collateral that is not delivered by the defaulting party to the nondefaulting party as required hereunder or (ii) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source, whereupon the defaulting party shall be liable for the price of such Replacement Securities together with the amount of any cash Forward Collateral not delivered by the defaulting party to the nondefaulting party as required hereunder.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Forward Collateral subject to any Forward Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid quotations for any Forward Collateral, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices and bids shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Forward Collateral).

5. No Waivers, Etc. Without limitation of the provisions of Paragraph 17 of the Agreement, the failure to give a notice pursuant to subparagraph (a), (b), (c) or (d) of Paragraph 2 of this Annex V will not constitute a waiver of any right to do so at a later date.

Annex VI

Buy/Sell Back Transactions

This Annex VI forms a part of the Master Repurchase Agreement dated as of June 7, 2004 (the "Agreement") between Banc of America Securities LLC and City of Las Vegas, Nevada. Capitalized terms used but not defined in this Annex VI shall have the meanings ascribed to them in the Agreement.

1. In the event of any conflict between the terms of this Annex VI and any other term of the Agreement, the terms of this Annex VI shall prevail.

2. Each Transaction shall be identified at the time it is entered into and in the relevant Confirmation as either a Repurchase Transaction or a Buy/Sell Back Transaction.

3. In the case of a Buy/Sell Back Transaction, the Confirmation delivered in accordance with Paragraph 3 of the Agreement may consist of a single document in respect of both of the transfers of funds against Securities which together form the Buy/Sell Back Transaction or separate Confirmations may be delivered in respect of each such transfer.

4. **Definitions.** The following definitions shall apply to Buy/Sell Back Transactions:

(a) "Accrued Interest", with respect to any Purchased Securities subject to a Buy/Sell Back Transaction, unpaid Income that has accrued during the period from (and including) the issue date or the last Income payment date (whichever is later) in respect of such Purchased Securities to (but excluding) the date of calculation. For these purposes unpaid Income shall be deemed to accrue on a daily basis from (and including) the issue date or the last Income payment date (as the case may be) to (but excluding) the next Income payment date or the maturity date (whichever is earlier);

(b) "Sell Back Differential", with respect to any Buy/Sell Back Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Buy/Sell Back Transaction to the Purchase Price for such Buy/Sell Back Transaction on a 360 day per year basis (unless otherwise agreed by the parties for the Transaction) for the actual number of days during the period commencing on (and including) the Purchase Date for such Buy/Sell Back Transaction and ending on (but excluding) the date of determination;

(c) "Sell Back Price", with respect to any Buy/Sell Back Transaction:

(i) in relation to the date originally specified by the parties as the Repurchase Date pursuant to Paragraph 2(q) of the Agreement, the price agreed by the Parties in relation to such Buy/Sell Back Transaction, and

(ii) in any other case (including for the purposes of the application of Paragraph 4 or Paragraph 11 of the Agreement), the product of the formula $(P + D) - (IR + C)$, where —

P = the Purchase Price.

D = the Sell Back Differential

IR = the amount of any Income in respect of the Purchased Securities paid by the issuer on any date falling between the Purchase Date and the Repurchase Date

C = the aggregate amount obtained by daily application of the Pricing Rate for such Buy/Sell Back Transaction to any such Income from (and including) the date of payment by the issuer to (but excluding) the date of calculation.

5. When entering into a Buy/Sell Back Transaction the parties shall also agree on the Sell Back Price and the Pricing Rate to apply in relation to such Buy/Sell Back Transaction on the scheduled Repurchase Date. The parties shall record the Pricing Rate in at least one Confirmation applicable to such Buy/Sell Back Transaction.

6. Termination of a Buy/Sell Back Transaction shall be effected on the Repurchase Date by transfer to Seller or its agent of Purchased Securities against the payment by Seller of (i) in a case where the Repurchase Date is the date originally agreed to by the parties pursuant to Paragraph 2(q) of the Agreement, the Sell Back Price referred to in Paragraph 4(c)(i) of this Annex; and (ii) in any other case, the Sell Back Price referred to in Paragraph 4(c)(ii) of this Annex.

7. For the avoidance of doubt, the parties acknowledge and agree that the Purchase Price and the Sell Back Price in Buy/Sell Back Transactions shall include Accrued Interest (except to the extent contrary to market practice with respect to the Securities subject to such Buy/Sell Back Transaction, in which event (i) an amount equal to the Purchase Price plus Accrued Interest to the Purchase Date shall be paid to Seller on the Purchase Date and shall be used, in lieu of the Purchase Price, for calculating the Sell Back Differential, (ii) an amount equal to the Sell Back Price plus the amount of Accrued Interest to the Repurchase Date shall be paid to Buyer on the Repurchase Date, and (iii) the formula in Paragraph 4(c)(ii) of this Annex VI shall be replaced by the formula $(P + AI + D) - (IR + C)$, where "AI" equals Accrued Interest to the Purchase Date).

8. Unless the parties agree in Annex I to the Agreement that a Buy/Sell Back Transaction is not to be repriced, they shall at the time of repricing agree on the Purchase Price, the Sell Back Price and the Pricing Rate applicable to such Transaction.

9. Paragraph 5 of the Agreement shall not apply to Buy/Sell Back Transactions. Seller agrees, on the date such Income is received, to pay to Buyer any Income received by Seller in respect of Purchased Securities that is paid by the issuer on any date falling between the Purchase Date and the Repurchase Date.

10. References to "Repurchase Price" throughout the Agreement shall be construed as references to "Repurchase Price or the Sell Back Price, as the case may be."

11. In 11 of the Agreement, references to the "Repurchase Prices" shall be construed as reference to "Repurchase Prices and Sell Back Prices."

Annex VII

Transactions Involving Registered Investment Companies

This Annex VII (including any Schedules hereto) forms a part of the Master Repurchase Agreement dated as of _____, ____ (the "Agreement") between Banc of America Securities LLC and _____ ("Counterparty") and each investment company identified on Schedule VII.A hereto (as such schedule may be amended from time to time) acting on Behalf of its respective series or portfolios identified on such Schedule VII.A, or in the case of those investment companies for which no separate series or portfolios are identified on such Schedule VII.A, acting for and on behalf of itself(each such series, portfolio or investment company, as the case may be, hereinafter referred to as a "Fund").In the event of any conflict between the terms of this Annex VII and any other term of the Agreement, the terms of this Annex VII shall prevail. Capitalized terms used but not defined in this Annex VII shall have the meanings ascribed to them in the Agreement.

1. Multiple Funds. For any Transaction in which a Fund is acting as Buyer (or Seller, as the case may be), each reference in the Agreement and this Annex VII to Buyer (or Seller, as the case may be) shall be deemed a reference solely to the particular Fund to which such Transaction relates, as identified to Seller (or Buyer, as the case may be) by the Fund and as may be specified in the Confirmation therefor. In no circumstances shall the rights, obligations or remedies of either party with respect to a particular Fund constitute a right, obligation or remedy applicable to any other Fund. Specifically, and without otherwise limiting the scope of this Paragraph: (a) the margin maintenance obligations of Buyer and Seller specified in Paragraph 4 or any other provisions of the Agreement and the single agreement provisions of Paragraph 12 of the Agreement shall be applied based solely upon Transactions entered into by a particular Fund, (b) Buyer's and Seller's remedies under the Agreement upon the occurrence of an Event of Default shall be determined as if each Fund had entered into a separate Agreement with Counterparty, and (c) Seller and Buyer shall have no right to set off claims related to Transactions entered into by a particular Fund against claims related to Transactions entered into by any other Fund.

2. Margin Percentage. For any Transaction in which a Fund is acting as Buyer, the Buyer's Margin Percentage shall always be equal to at least ____%, or such other percentage as the parties hereto may from time to time mutually determine; provided, that in no event shall such percentage be less than 100%. For any Transaction in which a Fund is acting as Seller, the Buyer's Margin Percentage shall be such percentage as the parties hereto may from time to time mutually determine; provided, that in no event shall such percentage be less than 100%.

3. Confirmations. Unless otherwise agreed, Counterparty shall promptly issue a Confirmation to the Fund pursuant to Paragraph 3 of the Agreement. Upon the transfer of substituted or Additional Purchased Securities by either party, Counterparty shall promptly provide notice to the Fund confirming such transfer.

4. Financial Condition. Each party represents that it has delivered the following financial information to the other party to the Agreement: in the case of a party that is a registered broker-dealer, its most recent statements required to be furnished to customers by Rule 17a-5(c) under the 1934 Act; in the case of a party that is a Fund, its most recent audited or unaudited financial statements required to be furnished to its shareholders by Rule 30d-1 under the Investment Company Act of 1940; in the case of any other party, its most recent audited or unaudited statements of financial condition or other comparable information concerning its financial condition.

Each party represents that the financial statements or information so delivered fairly reflect its financial condition and, if applicable, its net capital ratio, on the date as of which such financial statements or information were prepared. Each party agrees that it will make available and deliver to the other party, promptly upon request, all such financial statements that subsequently are required to be delivered to its customers or shareholders pursuant to Rule 17a-5(c) or Rule 30d-1, as the case may be, or, in the case of a party that is neither a registered broker-dealer nor a Fund, all such financial information that subsequently becomes available to the public.

Each Fund acknowledges and agrees that it has made an independent evaluation of the creditworthiness of the other party that is required pursuant to the Investment Company Act of 1940 or the regulations thereunder. Each Fund

agrees that its agreement to enter into each Transaction hereunder shall constitute an acknowledgment and agreement that it has made such an evaluation.

5. Segregation of Purchased Securities. Unless otherwise agreed by the parties, any transfer of Purchased Securities to a Fund shall be effected by delivery or other transfer (in the manner agreed upon pursuant to Paragraph 7 of the Agreement) to the custodian or subcustodian designated for such Fund in Schedule VII.A hereto ("Custodian") for credit to the Fund's custodial account with such Custodian. If the party effecting such transfer is the Fund's Custodian, such party shall, unless otherwise directed by the Fund, (a) transfer and maintain such Purchased Securities to and in the Fund's custodial account with such party and (b) so indicate in a notice to the Fund.

Schedule VII.A

Supplemental Terms and Conditions of Transactions Involving Registered Investment Companies

This Schedule VII.A forms a part of Annex VII to the Master Repurchase Agreement dated as of _____, _____ (the "Agreement") between Banc of America Securities LLC and _____. Capitalized terms used but not defined in this Schedule VII.A shall have the meanings ascribed to them in Annex VII.

1. This Agreement is entered into by or on behalf of the following Funds, and unless otherwise indicated by the appropriate Fund in connection with a Transaction, the following Custodians are designated to receive transfers of Purchased Securities on behalf of such Funds for credit to the appropriate Fund's custodial account:

Name of Fund

Custodian

Limitation of Liability. If the Fund is organized as a business trust (or a series thereof), the parties agree as follows:

For any Transaction involving a Fund organized as a business trust (or a series thereof) where the trustees, officers, employees or interestholders of such business trust (or series thereof) may be held personally liable for its obligations, Seller (or Buyer, as the case may be) acknowledges and agrees that, to the extent such trustee are regarded as entering into the Agreement, they do so only as trustees and not individually and that the obligations of the Agreement are not binding only upon the assets and property of said Fund (or series thereof). Seller (or Buyer, as the case may be) hereby agrees that such trustees, officers, employees or interestholders shall not be personally liable³ under the Agreement and that Seller (or Buyer, as the case may be) shall look solely to the property of the Fund (or series thereof) for the performance of the Agreement or payment of any claim under the Agreement.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership and Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, From: Mayfair Drug Company, a general partnership, W. L. Holst, III, 100%, To: High Street, LLC, dba Decatur Liquor, 546 South Decatur Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Nicole A. Woywod, Gen Mgr - 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 Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Dino's Lounge, Location: Funk House-Arts District, 1228 South Casino Center Boulevard, Dates: February 4, 2005 and March 4, 2005, Type: Special Event Beer/Wine/Cooler, Event: First Friday, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a Special Event License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership and Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, From: Mayfair Drug Company, a general partnership, W. L. Holst, III, 100%, To: High Street, LLC, dba Huntridge Tavern, 1116 East Charleston Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Paul L. Kellogg, IV, Gen Mgr - 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 Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Change of Ownership and Key Employee for a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, High Street, LLC, dba: Decatur Drug Restaurant, 544 South Decatur Boulevard; Decatur Drug, 544 South Decatur Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Nicole A. Woywod, Gen Mgr - 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 Key Employee for a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Restricted Gaming License for 15 slots and Key Employee subject to confirmation of approval by the Nevada Gaming Commission, High Street, LLC, dba Huntridge Drug Store, 1122 East Charleston Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Paul L. Kellogg, IV, Gen Mgr - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 15 slots and Key Employee.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Burglar Alarm Service License, TCCS Limited, dba TCCS Limited, 52 Spectrum Boulevard, Harlan Y. Sumida, Mmbr, Mgr, 51%, Dennis W. Hamm, Mmbr, Mgr, 49% - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Burglar Alarm Service License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

STEWART AVE



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Massage Establishment License subject to the provisions of the planning codes, M. Gore, Inc., dba Goldilocks Salon & Day Spa, 2800 West Sahara Avenue, Suite 8B, Mark A. Gore, Dir, Pres, Treas, 50%, Lori L. Gore, VP, Secy, 50% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Massage Establishment License.

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes.

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

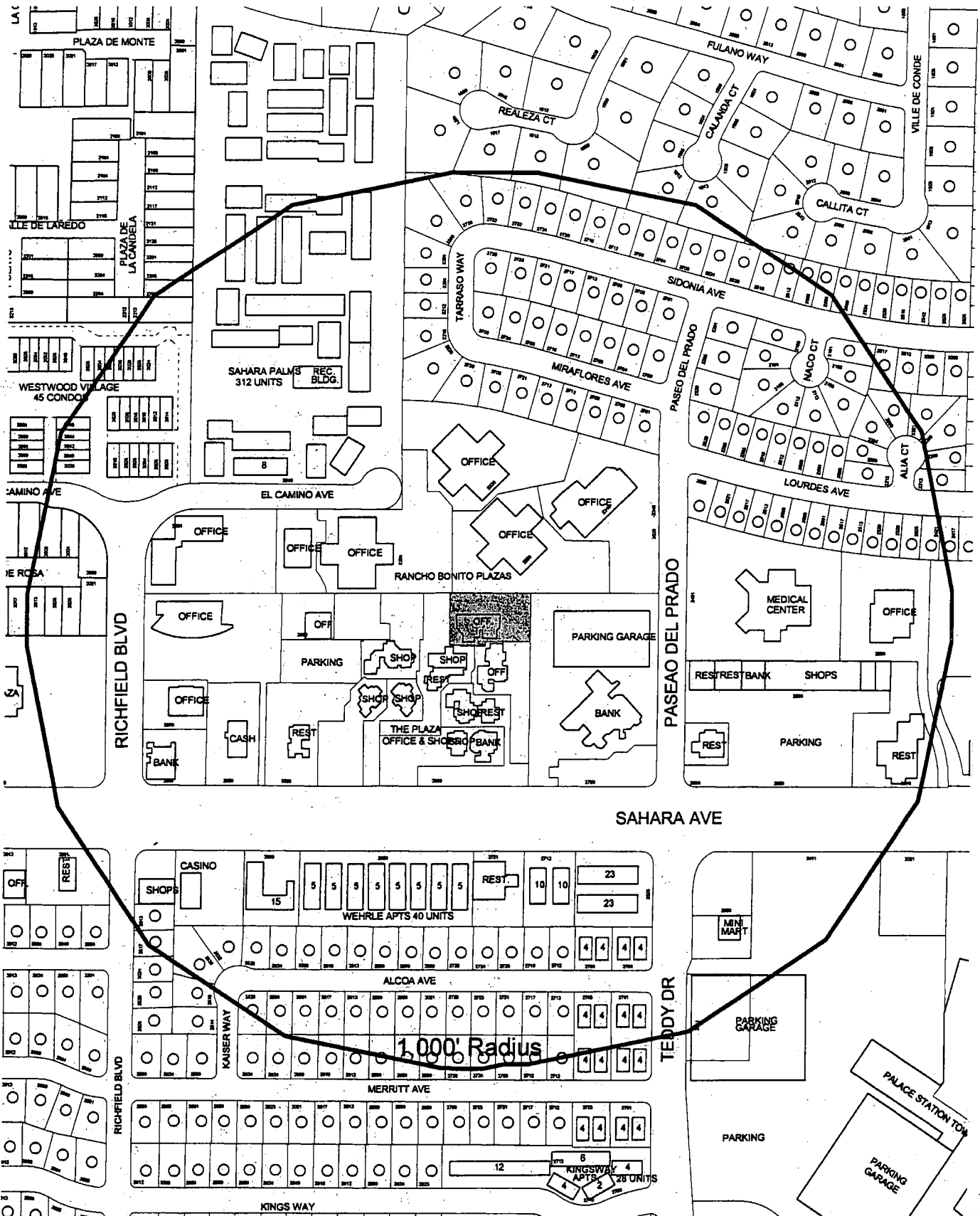
MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

GOLDBLOCKS SALON & DAY SPA



0 200 400 Feet

13



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Massage Establishment License subject to the provisions of the fire codes, Steve & Vicki Bayliff, dba The Loft, A Studio for Hair and Body, 8689 West Charleston Boulevard, Suite 111, Donald S. Bayliff, Co-owner, 50%, Victoria A. Bayliff, 50%, Co-owner - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Massage Establishment License.

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes.

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

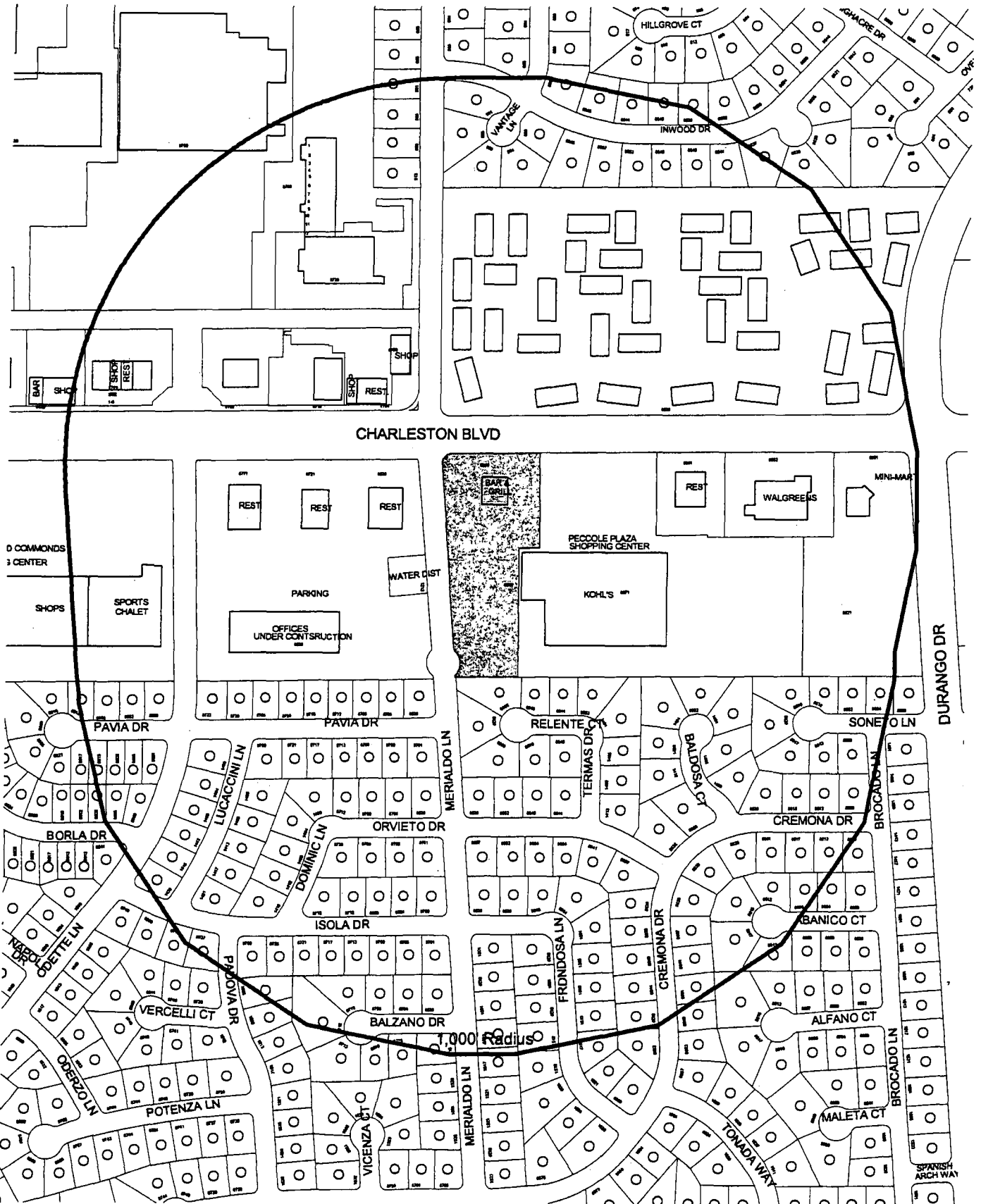
MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

THE LOFT, A STUDIO FOR HAIR & BODY



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Psychic Art & Science License subject to the provisions of the fire codes, Emitra Fehr, dba Serenity Hookah Lounge, 2000 Las Vegas Boulevard, South, Suite E10, Emitra J. Fehr, 100% - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Psychic Art & Science License.

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes.

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

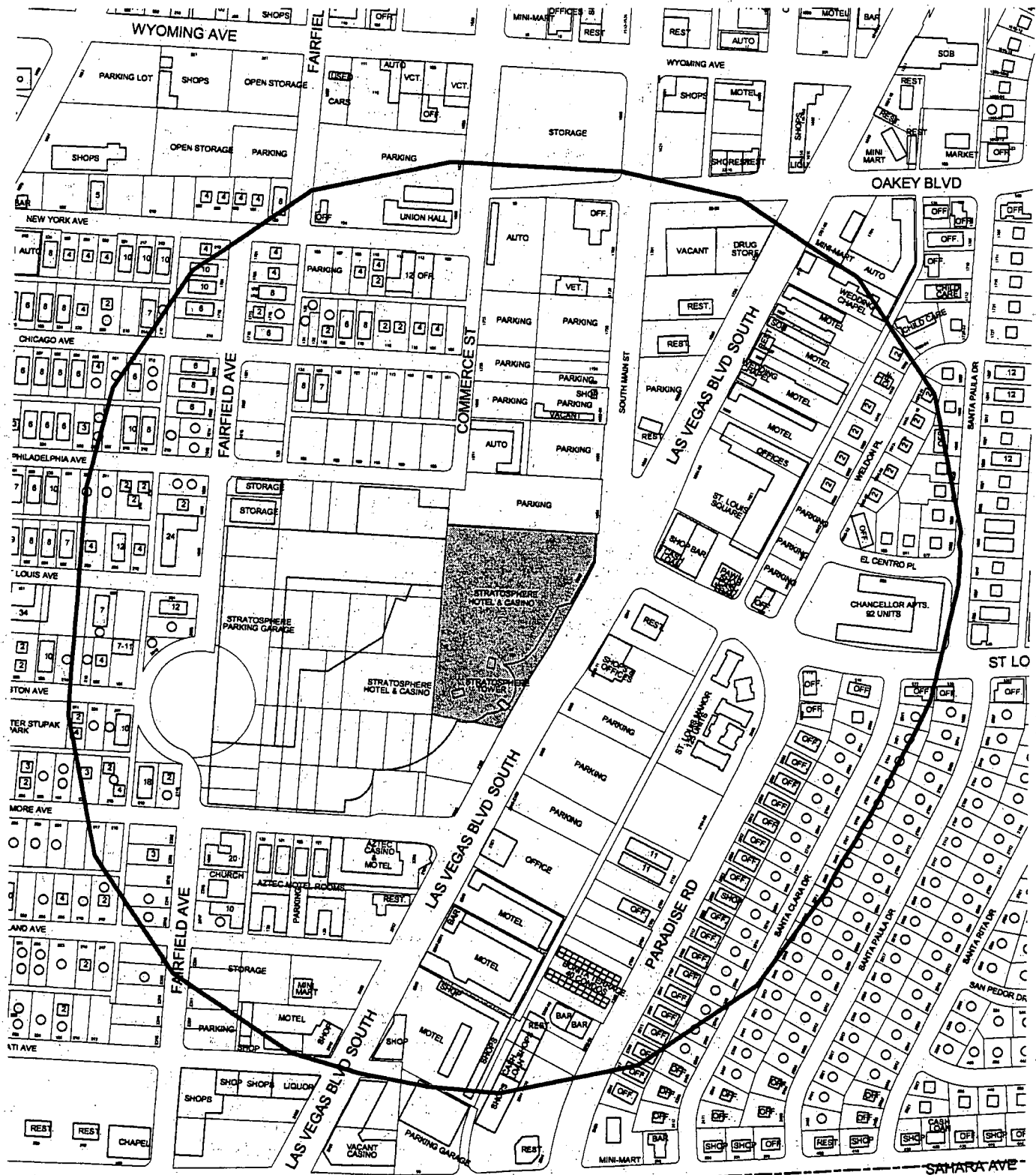
MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

SERENITY HOOKAH LOUNGE



0 200 400 Feet

15



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Ordering Agreement No. 050190, Haworth Furniture Purchase and Installation – Department of Public Works – Award recommended to: HAWORTH, INC. (Not to exceed \$600,000 – General Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$600,000.00
☒	Budget Funds Available	Dept./Division:	Department of Public Works
☐	Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

This Ordering Agreement is for the purchase and installation of various items of furniture to be used by City Staff throughout the City. This is an annual agreement effective February 1, 2005 through January 31, 2006 with the option to extend the agreement an additional four (4) one-year periods. This Agreement is exempt from the competitive bidding process pursuant to NRS 332.115.1(d) equipment which, by reason of the training of personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.

PCC: L. E. Davis

POC: Linda Hopton – (602) 734-8650

RECOMMENDATION:

That the City Council approve the award of Ordering Agreement No. 050190, for Haworth Furniture Purchase and Installation to Haworth, Inc. in the estimated annual amount not to exceed \$600,000 with the option to extend the agreement for (4) one-year periods. Authority to execute the Agreement is given to the Purchasing Manager per R 88-2004.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of revision to purchase order 220875 for Annual Requirements Contract for Small Asphalt Patching – Department of Field Operations – Award to: MIKON CONSTRUCTION CO., INC. (\$240,000 – Public Works Capital Projects Fund) - All Wards

Fiscal Impact:

☐	No Impact	Amount:	\$240,000.00
☒	Budget Funds Available	Dept./Division:	Field Operations
☐	Augmentation Required	Funding Source:	Public Works Capital Projects Fund

PURPOSE/BACKGROUND:

On May 16, 2001, the City Council awarded Bid Number 01.1762.02-RC, 2000 – 2001 Annual Small Asphalt Patching to Mikon Construction, Co., Inc. in the estimated annual amount of \$900,000. On July 16, 2003, the City Council approved an increase in the annual amount to \$1,181,250. This request is for an additional \$240,000 to cover work not originally anticipated, resulting in a new estimated annual amount of \$1,421,250.

PCC: L. E. Davis

POC: C. Newcombe – (702) 251-5800

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 220875 for Annual Requirements Contract for Small Asphalt patching in the amount of \$240,000, for a revised estimated annual amount of \$1,421,250, to Mikon Construction Co., Inc.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Contract Modification No. 1 to Contract No. 050000 for Website Usability Consulting Services – Department of Information Technologies – Award recommended to: DELPHIA CONSULTING, LLC (\$189,550 – Computer Services Internal Service Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$189,550.00
☒	Budget Funds Available	Dept./Division:	Information Technologies
☐	Augmentation Required	Funding Source:	Computer Services ISF

PURPOSE/BACKGROUND:

A \$23,000 contract was awarded in 2004 for website usability consulting services to improve the design of the official City web site. The improved design will feature a new look-and-feel and a better way of navigating the site, making it easier for citizens, businesses and visitors to find information and services online. The Modification No.1 increases the scope of work to educate CLV staff responsible for updating and managing the website on usability testing and best practices, extend usability testing on up to four department sites, and to provide web development support and web related consulting services. This item is exempt from competitive bidding pursuant to NRS 332.115.1(b), professional services.

PCC: D. Kaplan

POC: Joe Rotella - (614) 421-2000 ext. 563

RECOMMENDATION:

That City Council approve Modification to Contract No. 1 05000 for Website Usability Consulting Services to increase the contract amount by \$189,151 from \$23,000 to \$212,151 through April 15, 2005. Authority to execute the modification is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate – Disclosure of Ownership/Principals

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

1. Definitions

***"City Council"* means the governing body of 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

3. Instructions

4. Incorporation

Block 1	Contracting Entity

Delphia Consulting, LLC

445 King Ave

Columbus OH 43201

EIN 31-1661173

Block 2	Description

Subject Matter of Contract/Agreement

Website Design and Associated Professional Services

Contract No. 050000

Block 3

Type of Business

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

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.	Brian Delphia Senior Manager Holder of 100% of Founding Member Interest	445 King Ave Columbus OH 43201	614-421-2000
2.	Best Software Holder of Investor Member Interest	11413 Isaac Newton Square, Reston, Virginia	727-579-1111
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: .

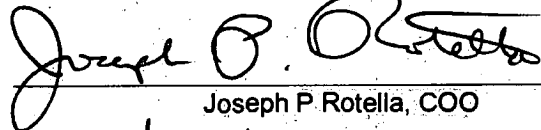
Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS - ALTERNATE

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



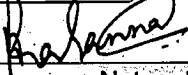
Joseph P Rotella, COO

9/17/2004

Date

Subscribed and sworn to before me this 17th day of

September, 2004



Notary Public

PRASANNA MAHENDRA

Exp. 08/11/2009.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 050129-LED, West Service Center Automated Gates and the construction conflicts and contingency reserve set by Finance and Business Services – Department of Field Operations – Award recommended to: GIBSON CONSTRUCTION OF NEVADA, INC. (\$118,833 – Sanitation Enterprise Fund) - Ward 4 (Brown)

Fiscal Impact:

☐	No Impact	Amount:	\$118,833.00
☒	Budget Funds Available	Dept./Division:	Department of Field Operations
☐	Augmentation Required	Funding Source:	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This project consists of the installation of automated entrance and exit gates, associated fencing and manual gates, including all hardware, conduit, wiring, terminations, remote control equipment, footings, curbing, concrete and other related work at the West Service Center located at 2900 Ronemus Drive.

PCC: L. E. Davis

POC: Greg Gibson – (702) 399-4600

RECOMMENDATION:

That the City Council approve the award of Bid No. 050129-LED, West Service Center Automated Gates to Gibson Construction of Nevada, Inc. in the amount of \$118,833 and approve a construction conflicts and contingency reserve of \$11,883. Authority to execute the contract is given to the Purchasing Manager per R 88-2004.

BACKUP DOCUMENTATION:

Bid Abstract

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: **STRICKEN** under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

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REV 07/04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of four contractors for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects - Department of Finance and Business Services - Approval of: DLC GENERAL CONTRACTORS, INC., JMB CONSTRUCTION, INC., OAKVIEW CONSTRUCTION, INC. and RON L. REED, INC..

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This item is to request approval of the following contractors: DLC General Contractors, Inc., JMB Construction, Inc., Oakview Construction, Inc. and Ron L. Reed, Inc. and the addition of these firms to the Qualified Contractors List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects.

RECOMMENDATION:

That the City Council approve DLC General Contractors, Inc., JMB Construction, Inc., Oakview Construction, Inc. and Ron L. Reed, Inc for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Letter of Engagement for Legislative and Governmental Relations Consulting Services – Office of the City Manager, Administrative Services – Award recommended to: LIONEL SAWYER & COLLINS (\$90,000 – General Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$90,000.00
☒	Budget Funds Available	Dept./Division:	City Manager
☐	Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

City Council approved a Letter of Engagement to support specific issues associated with federal lands in Southern Nevada on December 17, 2003 for Calendar Year 2004. This new Letter of Engagement would fund continued services from January 1, 2005 through December 31, 2005. This item is exempt from competitive bidding pursuant to NRS 332.115.1(b), professional services.

PCC: D. Kaplan

POC: Richard Bryan – (702) 383-8845

RECOMMENDATION:

That the City Council approve Letter of Engagement to Lionel Sawyer & Collins from January 1, 2005 through December 31, 2005 in the amount of \$90,000. Authority to execute Letter is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate – Disclosure of Ownership/Principals

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity		Block 2 Description Subject Matter of Contract/Agreement
<u>Name Lionel Sawyer & Collins</u>		Legislative and Governmental Relations Consulting Services
<u>Address 300 So. 4th St. #1700 Las Vegas, NV 89101</u>		
<u>Telephone 702/383-8888</u>		
<u>EIN or DUNS 88-0104611</u>		Contract No. 040142

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

Block 3

Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ XX Corporation ☐ Trust ☐ Other:

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.	Samuel S. Lionel	300 So. 4th St. #1700 Las Vegas, NV 89101	702/383-8888
2.	Richard H. Bryan	same	same
3.	Jeffrey P. Zucker	same	same
4.	Paul R. Hejmanowski	same	same
5.	Robert D. Faiss	same	same
6.	David N. Frederick	same	same
7.	Dennis L. Kennedy	same	same
8.	Richard W. Horton	50 W. Liberty St. #1100 Reno, NV 89501	775/788-8666
9.	Dan C. Bowen	same	same
10.	Mark A. Solomon	Las Vegas address	702/383-8888
11.	Rodney M. Jean	same	same
12.	Harvey Whittemore	Reno address	775/788-8666
13.	Todd Touton	Las Vegas address	702/383-8888
14.	David Whittemore	same	same
15.	Cam Ferenbach	same	same
16.	Mark H. Goldstein	same	same
17.	Anthony N. Cabot	same	same
18.	Colleen A. Dolan	Reno address	775/788-8666
19.	Jennifer A. Smith	same	same
20.	Gary W. Duhon	same	same
21.	Laurel E. Davis	Las Vegas address	702/383-8888
22.	Dan R. Reaser	Reno address	775/788-8666
23.	Carl D. Savely	same	same
24.	Mark Lemmons	Las Vegas address	702/383-8888
25.	Howard E. Cole	same	same
26.	Paul E. Larsen	same	same
27.	P. Gregory Giordano	same	same
28.	Mark A. McIntire	same	same
29.	Allen J. Wilt	Reno address	775/788-8666
30.	Lynn S. Fulstone	Las Vegas address	702/383-8888
31.	Rory J. Reid	same	same
32.	Dan C. McGuire	same	same
33.	Leslie Bryan Hart	Reno address	775/788-8666

34	Todd E. Kennedy	Las Vegas address	702/383-8888
35	Matthew E. Watson	same	same36
36	Craig E. Etem	Reno address	775/788-8666

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: 0.

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: Not applicable

Date of Attached Document:

Number of Pages:

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



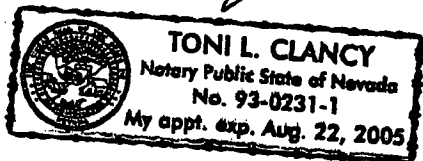
Name: Paul Hejmanowski, Treasurer
Lionel Sawyer & Collins, Ltd.
Date: November 20, 2003

Subscribed and sworn to before
me this 16th of December, 2004.



Notary Public No.

My Commission Expires:



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of revision to purchase order 222472 for Centennial Hills Park Volleyball Courts – Department of Public Works – Award to: TRADE WEST CONSTRUCTION, INC. (\$109,700 – Public Works Capital Projects Fund) – Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$109,700.00
☒	Budget Funds Available	Dept./Division:	Public Works
☐	Augmentation Required	Funding Source:	Public Works Capital Projects Fund

PURPOSE/BACKGROUND:

On December 1, 2004, the City Council awarded Bid Number 04.15341.41-LED, Centennial Hills Park Volleyball Courts to Trade West Construction, Co., Inc. in the estimated annual amount of \$297,200. This request is for an additional \$109,700 to cover work being added by Change Order Number 1 which is adding the removal of turf around the perimeter of the volleyball courts. The new estimated amount of this contract is \$406,900.

PCC: L. E. Davis

POC: T. Leavitt – (702) 346-2757

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 222472 for Centennial Hills Park Volleyball Courts in the amount of \$109,700, for a revised estimated amount of \$406,900, to Trade West Construction Co., Inc.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to contract with National Benefit Resources/United Health Care (NBR/UHC) for reinsurance (\$378,522 - Self-insurance internal service fund)

Fiscal Impact:

☐ No Impact	Amount:	\$378,522.00
☒ Budget Funds Available	Dept./Division:	Human Resources - Insurance Services
☐ Augmentation Required	Funding Source:	Self-insurance internal service fund

PURPOSE/BACKGROUND:

The City Health Insurance Plan (CHIP) and the Consumer Driven Health Plan (CDHP) are partially self funded Preferred Provider Organization (PPO) plans. Reinsurance is obtained to limit the exposure on both a claims and aggregate perspective. This renewal combines the stop loss limits for both the CHIP and Consumer Driven Health Plans for 2005. The net percentage increase over 2004 is 0.95%. Average increases are normally 15% to 20% for a plan of our size. This renewal is reflective of the success of the Large Case Management program currently in place at the City of Las Vegas

RECOMMENDATION:

Approve contract with NBR/UHC for reinsurance.

BACKUP DOCUMENTATION:

Rate proposal from COMRISK INSURANCE, a reinsurance broker, showing proposals from a number of competing companies (for both specific excess insurance and aggregate excess insurance)

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

GROUP: *City of Las Vegas*
EFFECTIVE DATE: *January 1st, 2005*

Stop-Loss Specific Premium	Current	Renewal	Renewal Option 2	Option 3	Option 4	Option 5	Option 8
CARRIER:	AIG	AIG	AIG	NBR/UHC	QBE	Fidelity Security	Clarendon
Carrier Rating:	A++	A++	A++	A+	A	A-	A
PPO Network	Horizon/PHCS	Beechstreet	Beechstreet	Beechstreet	Beechstreet	Beechstreet	Beechstreet
UR Vendor	Med Mgmt Spec	Med Mgmt Spec	Med Mgmt Spec	Med Mgmt Spec	Med Mgmt Spec	Med Mgmt Spec	Med Mgmt Spec
TPA:	Lumenos/SW Admin	Lumenos/SW Admin	Lumenos/SW Admin	Lumenos/SW Admin	Lumenos/SW Admin	Lumenos/SW Admin	Lumenos/SW Admin
Benefits Included:	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx	Medical/Rx
Specific Deductible:	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Aggregating Spec Ded:			\$ 55,000				
Specific Contract:	12/15	12/15	12/15	12/15	12/15	12/15	12/15
891 Single Premium	\$ 8.04	\$ 9.07	\$ 8.04	\$ 8.54	\$ 9.59	\$ 10.79	\$ 10.14
988 Family Premium	\$ 20.82	\$ 23.47	\$ 20.82	\$ 21.03	\$ 25.76	\$ 27.35	\$ 26.32
1879 Composite	\$ 14.76	\$ 18.64	\$ 14.76	\$ 15.11	\$ 18.09	\$ 19.50	\$ 18.65
Monthly Specific Premium	\$ 27,733.80	\$ 31,269.73	\$ 27,733.80	\$ 28,386.78	\$ 33,995.57	\$ 36,635.69	\$ 35,038.90
Annual Specific Premium	\$ 332,805.60	\$ 375,236.76	\$ 332,805.60	\$ 340,641.36	\$ 407,946.84	\$ 439,628.28	\$ 420,466.80
% Difference		12.76%	0.00%	2.36%	22.68%	32.10%	26.34%
Lasers:	\$350K Transplant Only	\$350K Transplant Only	\$350K Transplant Only	No Lasers	\$350K Transplant Only	\$326K Transplant Only	No Lasers
AGGREGATE STOP LOSS							
Aggregate Contract	12/15	12/15	12/15	12/15	12/15	12/15	12/15
Benefits Included:	Medical/RX	Medical/RX	Medical/RX	Medical/RX	Medical/RX	Medical/RX	Medical/RX
1879 Composite	\$ 1.87	\$ 2.30	\$ 2.30	\$ 1.68	\$ 2.75	\$ 5.69	\$ 2.68
Monthly Aggregate Premium	\$ 3,513.73	\$ 4,321.70	\$ 4,321.70	\$ 3,156.72	\$ 5,167.25	\$ 10,691.51	\$ 5,035.72
Annual Aggregate Premium	\$ 42,164.76	\$ 51,860.40	\$ 51,860.40	\$ 37,880.64	\$ 62,007.00	\$ 128,298.12	\$ 60,428.64
Aggregate Attachment							
891 Single Attachment	\$ 474.68	\$ 557.00	\$ 557.00	\$ 517.40	\$ 548.33	\$ 604.13	\$ 579.33
988 Family Attachment	\$ 1,087.02	\$ 1,293.21	\$ 1,293.21	\$ 1,184.85	\$ 1,211.66	\$ 1,324.89	\$ 1,300.75
1879 Composite	\$ 796.66	\$ 944.11	\$ 944.11	\$ 868.35	\$ 897.12	\$ 983.11	\$ 958.68
Monthly Claims Liability	\$ 1,496,915.64	\$ 1,773,976.48	\$ 1,773,976.48	\$ 1,631,635.20	\$ 1,685,682.11	\$ 1,847,271.15	\$ 1,801,324.03
Annual Claims Liability	\$ 17,962,987.68	\$ 21,287,741.76	\$ 21,287,741.76	\$ 19,579,622.40	\$ 20,228,185.32	\$ 22,167,253.80	\$ 21,615,888.36
TOTAL REINSURANCE EXPENSE							
Annual Fixed Premium	\$ 374,970.36	\$ 427,097.16	\$ 384,666.00	\$ 378,522.00	\$ 469,953.84	\$ 567,926.40	\$ 480,895.44
% Difference		13.90%	2.69%	0.85%	26.33%	61.48%	26.28%
Maximum Cost Liability	\$ 18,337,958.04	\$ 21,714,838.92	\$ 21,672,407.76	\$ 19,958,144.40	\$ 20,698,139.18	\$ 22,735,180.20	\$ 22,096,783.60
% Difference		18.41%	18.18%	8.84%	12.87%	23.98%	20.50%

Please note that contingencies do apply only with a formal proposal in Comrisk's quote format. These numbers are "ILLUSTRATIVE" only.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to create one regular full time Inspection Manager position in the Building & Safety Department (\$120,000 - Building & Safety Enterprise Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$120,000.00
☒ Budget Funds Available	Dept./Division:	Building & Safety - Inspections Division
☐ Augmentation Required	Funding Source:	Enterprise Fund

PURPOSE/BACKGROUND:

The city of Las Vegas inspection staff currently perform over 280,000 inspections annually. This position is necessary to effectively manage the day-to-day activities of this 67 member staff in addition to creating a formal quality assurance program to ensure the City's inspection staff is providing consistent and superior service to its customers

RECOMMENDATION:

Approve the creation of one regular full time Inspection Manager position for the Building & Safety Department.

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 19, 2005

DEPARTMENT: HUMAN RESOURCES

ITEM DESCRIPTION: Creation of New Inspection Manager Position

The Department of Building and Safety inspection staff is responsible for conducting building, electrical, plumbing, and mechanical inspections within a 110 square mile geographic area. There are 60 inspectors and seven supervisors that perform daily inspections and meet with contractors and citizens to ensure that construction conforms with all applicable codes.

The seven supervisors currently report directly to the department director. While in the past this has been a manageable arrangement, it has become unwieldy. In order to ensure consistent and effective management for over 280,000 annual inspections it has become necessary to ask for a position that will be responsible for overseeing the day-to-day operations of the inspection staff. The employee filling this appointive position will also be responsible for quality assurance and training programs.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an additional \$1,200,000 of Home Investment Partnership/Low Income Housing Trust Funds (HOME/LIHTF) to HELP Las Vegas Housing Corporation II to assist with the construction costs to build affordable housing at Main and Owens for low-income individuals for an aggregate total of \$1,300,000 on this project - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$1,200,000.00
☒ Budget Funds Available	Dept./Division:	Neigh. Svcs./Neigh. Devel.
☐ Augmentation Required	Funding Source:	HOME/LIHTF

PURPOSE/BACKGROUND:

On November 19, 2003, City Council approved the allocation of \$100,000 in HOME funds to HELP Las Vegas Housing Corp. II for architect and engineering costs for this project. This funding request is for an additional \$1,200,000 for construction costs. This proposed project will provide 200 affordable housing units for low-income individuals.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

AMENDMENT ATTACHED

Letter from HELP Las Vegas Housing Corporation II dated January 4, 2005

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of January 19, 2005

Date Submitted: November 9, 2005

Amendment to Item #25

Purpose of Amendment:

To incorporate the executed original agreement for the following:

- HOME Investment Partnership ("HOME") Program and/or Low Income Housing Trust Fund ("LIHTF") Program Second Amendment and Restatement Agreement to Fund HELP Las Vegas Housing Corporation II HELP @ Owens Project

Submitted By: Bernard K. Prud'homme

Signature: Donna K. Prud'homme

City Clerk or Chief Deputy

Date: 11/28/05

HELP LAS VEGAS HOUSING CORPORATION II

January 4, 2005

Mr. Orlando Sanchez, Director
Neighborhood Services Department
City of Las Vegas
400 E. Stewart Avenue - 8th Floor
Las Vegas, NV 89101

Re: **HELP@Owens**

Dear Mr. Sanchez:

I am writing to formally request the additional \$1.2 M of HOME funds for the above referenced housing project. As you know, the first phase of 75 units of this important project, that will ultimately provide 200 units as approved by the City Planning process, is well underway and construction is scheduled to commence early February. We have already received a commitment of \$100,000 from the City in November of 2003 for a portion of the architectural and engineering that has enabled the progress to date. The city's total commitment of \$1.3M will be combined with tax credit equity and county funds for a total development cost of approximately \$7.4M.

In recognition of the strong demand for supportive housing for the homeless in the City of Las Vegas, HELP Las Vegas Housing Corporation II proposes to develop **HELP @ Owens**, 75 units of newly constructed one-bedroom and efficiency apartments for primarily veterans. The primary goal of **HELP @ Owens** will be to enable residents to move to stable housing, employment and independence.

HELP @ Owens will be located on land donated by the city at Owens and Main Street which is convenient to transportation, shopping and community resources, and will be comprised of two-story buildings designed to be consistent with the character of the surrounding neighborhood. This design allows for ease of maintenance while still providing maximum privacy and security. Each unit will include a full bathroom, kitchen area and sleeping area. All units will be fully furnished to provide residents with an environment that is conducive to achieving self-sufficiency.

On behalf of **HELP Las Vegas Housing Corporation II** and its affiliates, we appreciate the opportunity to work with the City again and want to thank you for your support in making this important project a reality. Please do not hesitate to contact me if I can provide any additional information to facilitate your approval of these necessary funds.

Thank you for your continued consideration.

Sincerely,



Craig S. Galati
President

Copy To: Faye Johnson
Earlie King
Tom Hameline
Karen L. Krautheim

Date: 1/6	# Of Pages: 1	QUICK FAX OfficeMax	
To: Earlie King	From: Craig Galati		
Co./Dept.	Co./Dept.		
Fax: 382-3045	Fax: 263-8111		
Phone:	Phone: 263-2111		
Note:	E-Mail:		

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM AND/OR
LOW INCOME HOUSING TRUST FUND ("LIHTF") PROGRAM
SECOND AMENDMENT AND RESTATEMENT
AGREEMENT TO FUND
HELP LAS VEGAS HOUSING CORPORATION II
HELP @ OWENS PROJECT

THIS AGREEMENT, made and entered into this 19th day of January, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and HELP Las Vegas Housing Corporation II, a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 500 Pilot Rd. Suite A, Las Vegas, NV 89119 (hereinafter referred to as "Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

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

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

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

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

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

WHEREAS, Subrecipient is a nonprofit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, Subrecipient has formed a single-purpose, Nevada limited partnership, HELP Las Vegas Housing Associates II, LP ("LP"), to own the property and LP agrees to

provide a Deed of Trust to Subrecipient which will be assigned to the City as security for this Agreement; and

WHEREAS, the sole general partner of LP is HELP Owens, Inc., a for profit Nevada corporation, wholly owned by the Subrecipient; and

WHEREAS, the City of Las Vegas City Council allocated \$100,000, in HOME/LIHTF funds at their November 19, 2003 meeting for this project; and

WHEREAS, the City of Las Vegas City Council allocated an additional \$1,200,000 in HOME/LIHTF funds at their January 19, 2005 meeting for an aggregate total of \$1,300,000 for this project; and

WHEREAS, the City desires to assist Subrecipient by providing HOME Program and/or LIHTF funds to assist with the development of 75 units of affordable housing (the "Project") at 1559 North Main Street, Las Vegas, NV (the "Property") as specified in Exhibit "A", Description of Project, of this document; and

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

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

I. Scope of Services

A. Subject to the actual receipt of HOME, LIHTF, and/or other matching funds from the County, the City will provide up to \$1,300,000 to Subrecipient in HOME Program and/or LIHTF funds to assist with the construction of the Project as described in Exhibit "A", attached hereto and incorporated herein as if fully set forth and as indicated in the Project Budget attached here to as Exhibit "A-1". The development of the property is generally depicted on the Site Map attached hereto as Exhibit "D-1". A rendering of the Project to be constructed is generally depicted on the Drawing, attached hereto as Exhibit "D-2". The Project will be located at 1559 North Main Street, legally described in Exhibit "E" hereto and incorporated herein as if fully set forth.

The construction of the Property is to be completed by December 31, 2006, unless otherwise specified, in writing, by the City. A six month extension of the December 31, 2006, deadline may be authorized by the City of Las Vegas Neighborhood Services Director if additional time is necessary to complete the Project and the extension of time will not jeopardize any other activity, project or funding source of the City. The extension request must be in writing as well as the extension authorization.

B. Subrecipient agrees that any project costs, unless and until specified in writing by the City of Las Vegas exceeding the \$1,300,000 in HOME Program or other funds provided by the City pursuant to this Agreement will be the responsibility of the Subrecipient.

Subrecipient further agrees to pay all maintenance and operating costs of the Project unless otherwise agreed to by the City.

C. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved and signed by both the Subrecipient and the Mayor if funding amounts over \$24,999 are involved or by the Director of Neighborhood Services or the Director's designee if funding amounts of less than \$25,000 are involved. In addition, the Department Director is authorized to sign amendments that revise the Agreement language without any funding impact. Any such changes must not jeopardize the HOME Program and/or Low Income Housing Trust Fund (LIHTF) funding to the City. Subrecipient agrees that any project costs, unless and until otherwise specified in writing as set forth above, exceeding the \$1,300,000 in HOME Program or other funds provided by the City pursuant to this Agreement will be the responsibility of Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project, unless otherwise agreed to by the City.

D. Subrecipient understands and agrees that the City shall not release any funds unless and until the required Environmental Review is completed for the property per 92 CFR 58. The City acknowledges that the Environmental Review has been completed. Notwithstanding any provision of this Agreement, the subrecipient hereto agrees and acknowledges that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development under 24 Part 58, as may be required. The subrecipient further agrees that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. Violation of this provision may result in the denial of any funds under this Agreement. Upon receipt from HUD of authority to use funds, the City of Las Vegas Neighborhood Services Director will provide Subrecipient with a written Notice to Proceed.

E. Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in the amount of \$1,300,000 prior to start of construction if Project is for construction.

F. Subrecipient understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City. The City acknowledges that it has received an appraisal satisfactory to the City.

G. Subrecipient shall begin and complete all construction and development of the site within the times specified in Exhibit "A-2" or such reasonable extension of said dates as may be requested in writing by the Subrecipient and granted in writing by the City where such extensions shall not be unreasonably withheld.

II. City General Conditions

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

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

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

1. Total clients served;
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
3. Number of clients who report a Hispanic ethnicity;
4. Number and percentage of Low and Moderate Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "C");
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged;
9. Number of owner households served; and
10. Monthly rent paid by each household served.

D. Subrecipient will not lease any portion of the HOME-assisted housing units to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92). Subrecipient will not lease any of the HOME-assisted housing units to households who at the time of initial occupancy have an income that exceeds 60% of the area median adjusted for family size as shown on the HUD Program Income Guidelines (Exhibit "B"). Subrecipient agrees

that 20% of the HOME-assisted units must be occupied by very low-income families as set out in 24 CFR Part 92.252 (b) (Exhibit "C"). When tenants receive additional subsidy through rental assistance programs such as Section 8, the rent of a unit may be raised to the rental assistance program limit only if three HOME requirements are met: 1) the tenant is paying no more than 30 percent of their adjusted income; 2) the subsidy is project-based (affects the entire project, not just a single unit); and 3) the tenant's income is less than 50 percent of the area median income. If the subsidy is tenant-based (not project-based), the total HOME rent is the maximum amount from all sources that the owner may receive for HOME-assisted units. All tenants in the assisted units shall have leases with Subrecipient, or its assignee, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).

E. If the HOME-assisted housing, or any portion thereof, is converted to non-qualified HOME activities, including if the HOME-assisted housing units, or any portion thereof, are subleased, or through foreclosure or other circumstances Subrecipient loses legal possession of the property, the Subrecipient will, upon request of the City, repay to the City, without interest, the amount of HOME Program funds or other funds that Subrecipient received from the City hereunder. The City shall require reasonable assurances of security for such repayments, which shall be a Deed of Trust for such Property pursuant to 24 CFR 92.254, a sample of which is attached to this document (Attachment IV), and which LP, as the Property owner, shall execute as part of this Agreement as security for the Promissory Note executed by LP (the form of which is attached as Attachment II) for the Project funds from Subrecipient. Subrecipient, as the Beneficiary of said Deed of Trust and holder of the Promissory Note, shall execute the Assignment of Deed of Trust, the form of which is attached as Attachment III, and the Note Pledge Agreement, the form of which is attached as Attachment IV, which shall transfer and assign the Deed of Trust and Promissory Note to the City as security for the Subrecipient's performance of its obligations and repayment of the Project funds provided under this Agreement.

F. Should the Subrecipient or LP lose its legal possession of the Property through foreclosure proceedings, the Subrecipient and LP acknowledge and agree that the City, as the assignee/beneficiary of the Deed of Trust and secured party under the Note Pledge Agreement, will require repayment of the HOME Program funds from the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME program funds.

G. Subrecipient acknowledges that the Property will be encumbered by one or more deeds of trust created by the Subrecipient, or its assignee, HELP Las Vegas Housing Associates II, Limited Partnership, to provide additional financing for the Project which will be recorded in the Official Records of Clark County, Nevada. The City acknowledges and agrees that the Deed of Trust assigned to the City will be subject and subordinate to any such liens required for the construction and permanent financing of the Project. Other than the recorded deed(s) of trust described above, the Declaration of Restrictive Covenants for Low-Income Housing Tax Credits and a right of first refusal in favor of Subrecipient, Subrecipient shall not allow Property to be attached in any manner, including any liens or other encumbrances during the Period of Affordability.

H. Except for the loan to LP, Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein and permanent disqualification for receipt of any similar funds from the City.

I. Subrecipient or its LP, as the Property owner, shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance on the property as follows: bodily injury liability insurance in the amount of \$1,000,000.00 for the injury to or death of any one person, and \$2,000,000.00 for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000.00. For all construction activities, Subrecipient must carry a performance bond of a sufficient amount to ensure performance by any and all private contractors retained to perform activities pertaining to the Scope of Services of this Agreement. The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least twenty (20) days prior to the cancellation or material change of any such coverage.

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

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

Visits by the City to the Project shall be announced to Subrecipient at least 48 hours in advance of those visits and shall occur during normal operating hours ("Visits"). The representatives of the City may request, and, if such a request is made, shall be granted, subject to applicable laws relating to confidentiality of records, access to all of the records of Subrecipient at a Las Vegas location which relate to the Project. The representatives of the City may, on occasion, interview recipients of the housing services of the Project who consent to be interviewed.

K. At the time of any visits by the City, Subrecipient's records with respect to the Project shall be, subject to applicable laws relating to confidentiality of records made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

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

M. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

N. This Agreement will commence as of the date set forth in the introductory paragraph (which shall be the date of approval by the City Council) and the HOME Program funds allocated by it will be expended on or before January 19, 2007. Upon rental of all HOME-assisted units, the Subrecipient must submit a Completion Reports with beneficiary information to the City prior to final release of funds.

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

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

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

R. Subrecipient agrees that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

S. Subrecipient agrees that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

T. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

U. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

V. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of subrecipient, as well as all persons and entities holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within 15 days of any such changes.

W. Subrecipient agrees that this agreement is in effect for a Period of Affordability for a minimum of 20 years, commencing from the date of the final disbursements of funds to the Subrecipient. The funds are recapturable upon sale or transfer of title.

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

Y. Right to Review and Audit

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten years, except those records subject to audit findings shall be retained for three years after the period of affordability. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires

concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives find that the records delivered by the Contractor are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.
2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.
4. Section 109 of the Housing and Community Development Act of 1974.
5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
6. The Fair Housing Act, as amended.
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135
8. Executive order 11063, as amended.
9. The Age Discrimination Act of 1975.
10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
12. The Federal Labor Standards Act.
13. Section 202(a) of the Flood Disaster Protection Act of 1973.
14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.
15. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.
16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.
17. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
18. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, loan, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the making of any Federal loan, the entering into any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.

19. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:

- a. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
- b. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

20. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225).

21. The undersigned, acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or subrecipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 10 Title 5, U. S. Code.

D. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income and proceeds as described in HUD Directive CPD 97-9, shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such income will be retained by Subrecipient.

J. Any material breach of the terms of this section shall result in forfeiture of all HOME Program or other funding received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. Subrecipient agrees to maintain the Project in compliance with all applicable State and local housing quality standards and code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to use HUD-qualified housing inspectors to perform an initial housing quality inspection of any HOME-assisted unit prior to occupancy, or with replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when so requested by the City to ensure such compliance; and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements .

M. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

N. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of 20 years if the City loan consists solely of HOME funds received directly from HUD, commencing from the initial date of payment of HOME and/or LIHTF funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

O. A sale, transfer, or other conveyance of the assisted Property, other than the lease to the LP or the exercise of the right of first refusal by Subrecipient, is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310 and returned to the City Neighborhood Development Division to be reinvested in other affordable housing units.

P. In conjunction with the Project, Subrecipient agrees to minimize displacement or dislocation of current tenants by referring eligible dislocated tenants to the Clark County Housing Authority for tenant-based assistance, and by assisting with their relocation per 24 CFR 92.353.

Q. Should tenants be displaced as a result of acquisition or rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and its relevant attachments "A" through "O" excepting Section F.2(H) of OMB Circular A-110 which has been superseded by OMB Circular A-133; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations".

B. If Subrecipient expends an aggregate of \$500,000 or more in federal funds, it is subject to the Single Audit Act and Circular A-133 and shall deliver to the City of Las Vegas Neighborhood Development Division a copy of the complete audit report.

C. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

D. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

E. Subrecipient agrees that disbursement under this Agreement will be made only when the total amount of eligible reimbursable expenses exceeds \$1,000, excepting for the final request for payment under this Agreement. If Subrecipient requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses exceeds \$1,000.

F. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

G. Within 30 days from receipt of a valid request for payment with supporting back up documentation, the City shall pay to Subrecipient the eligible costs for each line item on Exhibit A-1 under the column heading "City Home Funds" up to the amount for

which back-up documentation as been provided for such line item. At the discretion of the City, an amount not to exceed the lesser of ten percent (10%) or \$10,000 of the funds allocated under this Agreement will be retained until the project is completed and the Subrecipient submits the following:

1. documentation showing that the assisted units meet the Housing Quality Standards, or, if new construction, that the Project has received an occupancy certificate;
2. a certified statement of Final Development Costs which, at a minimum, reports all development costs and expenditures for all federal funds, and the disposition of all of the HOME funds;
3. for projects involving new construction or rehabilitation, a completed form HUD-2516 "Contract and Subcontract Activity";
4. a completed form HUD-40097 "Rental Housing Completion Project Report" or, for owner-occupied projects, form HUD-4096 "Homeownership Project Completion Report";
5. evidence of recording of the fully executed Deed of Trust securing City of Las Vegas's interest in the property; and
6. evidence that Subrecipient has provided Management Agent with a copy of the HOME Program regulations and the specific HOME/LIHTF compliance requirements for the Project.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOME funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

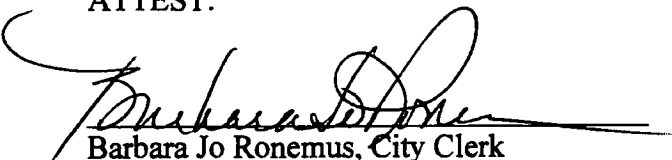
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS

By: 
Oscar B. Goodman, Mayor Date

ATTEST:


Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

 4/28/05
DATE

HELP Las Vegas Housing Corporation II,
a Nevada nonprofit corporation

By:  MAY 2, 2005
Craig Galati, President Date

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Craig Galati, President of Board of Directors, HELP Las Vegas Housing Corporation II, a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the HOME Investment Partnerships "HOME" Program Agreement to Fund HELP Las Vegas Housing Corporation II, HELP @ Owens Project approved by the City Council of the City of Las Vegas, Nevada on the 19th day of January, 2005, a copy of which is attached hereto and incorporated herein.

Executed this 2ND day of MAY, 2005

HELP Las Vegas Housing Corporation II,
a Nevada non profit corporation

By: [Signature]
Craig Galati, President

State of Nevada)
County of Clark)

On this 2 day of MAY, 2005, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

CRAIG GALATI as PRESIDENT, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

[Signature]
Notary Public

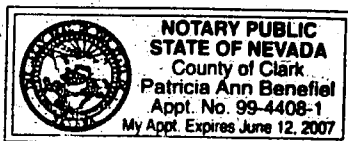


EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project will be for HELP @ Owens 1, located at 1559 North Main, Las Vegas, Nevada. The Project will be designed as 75 units of affordable housing in two garden-style apartment buildings. The unit configuration includes 60 efficiency units and 15 one-bedroom units. A service building will contain common space that will be used for administration and the provision of support services. All first floor units will be fully accessible for residents with physical disabilities.

HELP Las Vegas Housing Corporation II ("HLVH"), the Project sponsor, has formed a Nevada limited partnership, HELP Las Vegas Housing Associates II, LP ("LP"). The general partner of LP is HELP Owens, Inc., a Nevada for profit corporation wholly owned by HLVH.

The HOME/LIHTF funds provided by the City to HLVH, which will loan the funds (or some much thereof as is required) to LP at the Applicable Federal Rate in effect at the time of the loan. The loan will be secured by a note (Attachment "II") and deed of trust ("Attachment III"). The HOME funds provided to HLVH, shall be used solely to finance HOME-eligible project hard and soft costs per 24 CFR 92.206.

In accordance with 24 CFR 92.300(a)(2), any proceeds generated from HLVH investment of HOME funds into the project may be used by HLVH if written approval is sought from the City of Las Vegas and given. The proceeds may only be used for other affordable housing activities.

Of the 75 project units, 25 units will be designated as HOME-assisted and will be reserved for households at or below 60% Area Median Income (AMI). The HOME units will be considered floating units and may change over time so long as the assisted units remain comparable to the non-assisted units over the affordability period in term of size, features, and number of bedrooms.

City of Las Vegas will provide \$1,300,000 from the following sources:

<u>Program Year</u>	<u>Amount</u>	<u>Source of Funds</u>
FY 03	366,748.30	HOME
FY 04	933,251.70	HOME

The Project will be operated as affordable housing for 20 years.

The Project will be located as follows: 1559 N. Main

Legal Description:

A portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of Section 27, Township 20 South, Range 61 East M.D.M. described as follows:

A portion of Lot One (1) of that certain Parcel Map on file in File 107 of Parcel Maps, Page 96, in the office of the County Recorder of Clark County, Nevada Commencing at the Northwest Corner of Lot 1 thence N 89° 42'26" E a distance of 352.02 feet to the true point of beginning; thence continuing N 89° 42'26" E a distance of 148.13 feet; thence South 69°, 33', 33" East 150.00 feet to a point on the west right of way line of North Main Street (US Hwy No. 91-93); thence S 27° 53'04" W along said west right of way line a distance of 429.99 feet more or less to the southeast corner of said lot 1; thence N 76° 23'49" E 288.05 feet to a point; thence N 27° 51'40" E a distance of 411.66 feet to the true point of beginning

In addition to the affordability requirements related to the HOME funds, long-term affordability will be governed by a regulatory agreement with the State of Nevada, Housing Division for the Low Income Housing Tax Credit financing.

EXHIBIT "A-1"
PROJECT BUDGET

Exhibit "A-1"

Project Budget

ITEM	COST	CITY HOME FUNDS
Land		
Land Cost	\$0	\$0
Buildings		
Existing	\$0	\$0
Demolition	\$0	\$0
Other	\$0	\$0
Site Work		
On-Site	\$521,859	\$124,500
Off-Site		
Other	\$0	
Land, Building and Site-Work Sub-Total	\$521,859	\$124,500
Construction & Contractor Fees		
New Structures	\$3,936,570	\$618,263
Rehabilitation	\$0	
Accessory Buildings	\$0	
General Requirements	\$230,982	
Other - Furnishings & Equipment	\$84,108	
Overhead	\$82,569	\$0
Profit	\$247,708	\$0
Other	\$0	
Construction Sub-Total	\$4,581,933	\$618,263
Contingency		
Construction	\$341,916	\$0
Rehabilitation	\$0	
Other	\$0	
Contingency Sub-Total	\$341,916	\$0
Professional Fees		
Architect Design	\$215,560	\$215,560
Architect Supervision	\$72,439	\$72,439
Real Estate Attorney	\$50,000	\$0
Consultant/Agent	\$0	
Engineer/Survey	\$0	
Permits/Impact Fees	\$330,075	\$200,000
Other	\$0	
Professional Fee Sub-Total	\$688,074	\$487,999
Construction Interim Cost		
Hazard Insurance	\$0	
Liability Insurance	\$25,000	
Payment Bond	\$0	
Performance Bond	\$48,298	
Credit Report	\$0	
Interest	\$41,220	
Origination Points	\$0	
Discount Points	\$0	
Credit Enhancement	\$0	
Inspection Fees	\$0	
Title and Recording	\$10,000	\$0
Legal Fees	\$0	
Taxes	\$5,254	
Other	\$0	
Construction Interim Cost Subtotal	\$129,772	\$0

Site Work Detail	Total Cost	City HOME Funds
Demolition	\$39,500	\$39,500
Earthwork-Grading-Paving	\$302,385	\$85,000
Misc. Sitework	\$9,148	
Site Utilities	\$147,599	
Landscaping	\$18,213	
Pavement Striping/Signage	\$7,036	
	\$621,869	\$124,500

New Structures Detail	Total Cost	City HOME Funds
Concrete and Masonry	\$1,442,393	\$283,865
Metal	\$120,141	
Carpentry	\$183,451	
Molature Protection	\$289,088	
Doors & Windows	\$282,034	\$132,007
Finishes	\$538,072	
Specialties - Toilet and Bath Accessories	\$48,931	\$15,898
HVAC, Plumbing, Fire Protection	\$685,958	\$176,501
Electrical	\$388,486	\$29,992
	\$3,936,570	\$618,263

EXHIBIT "A-1"

PROJECT BUDGET

		Exhibit "A-1"
		Project Budget (continued)
Permanent Financing		
Bond Premium	\$0	
Credit Report	\$0	
Discount Points	\$0	
Origination Fees	\$0	
Credit Enhancement	\$0	
Cost of Issuance	\$0	
Title and Recording	\$7,287	\$0
Legal Fees	\$0	
Prepaid MIP	\$0	
Other	\$0	
Permanent Financing Sub-Total	\$7,287	\$0
Soft Cost		
Additional TC Fees	\$4,512	\$4,512
Market Study	\$8,450	\$8,450
Environmental Study	\$2,800	\$2,800
Tax Credit Fees	\$52,850	\$52,850
Compliance Fees	\$1,875	
Rent-up Expense	\$44,949	
Appraisal	\$1,578	\$1,578
Cost Certification	\$7,500	
Survey	\$1,250	\$1,250
Other	\$7,500	
Soft-Cost Sub-Total	\$130,862	\$68,238
ITEM	ESTIMATED COST	
Syndication Cost		
Organization	\$20,480	
Bridge Loan	\$0	
Tax Opinion	\$25,000	
PV Adjustment	\$0	
Other	\$0	
Syndication Sub-Total	\$45,480	\$0
Developer Fees		
Overhead	\$883,240	\$0
Profit	included above	
Consultant	included above	
Other	\$0	
Developer Sub-Total	\$883,240	\$0
Project Reserves		
Lease Up	\$25,000	
Operating	\$125,000	
Replacement	\$0	
Escrows	\$0	
Other*	\$345,887	
Reserves Sub-Total	\$495,887	\$0
Project totals	\$7,788,270	\$1,300,000

EXHIBIT "A-2"
SCHEDULE OF PERFORMANCE

ACTION	DATE
CONSTRUCTION COMMENCEMENT	2/05
CONSTRUCTION COMPLETION & CERTIFICATE OF OCCUPANCY ISSUED	5/06

EXHIBIT "B"
HOME PROGRAM INCOME GUIDELINES
U.S. Department of Housing and Urban Development (HUD) HOME Program Limits (February,
2005)
and HHS Poverty Limit

<u>FAMILY SIZE</u>		<u>INCOME NOT TO EXCEED</u>
1	POVERTY	9,570
	30%	12,400
	50%	20,650 (Very Low-Income)
	60%	24,780
	80%	33,100 (Low-Income)
2	POVERTY	12,830
	30%	14,200
	50%	23,600 (Very Low-Income)
	60%	28,320
	80%	37,800 (Low-Income)
3	30%	15,950
	POVERTY	16,090
	50%	26,550 (Very Low-Income)
	60%	31,860
	80%	42,550 (Low-Income)
4	30%	19,350
	POVERTY	19,350
	50%	29,550 (Very Low-Income)
	60%	35,460
	80%	47,300 (Low-Income)
5	30%	22,610
	POVERTY	22,610
	50%	31,900 (Very Low-Income)
	60%	38,280
	80%	51,050 (Low-Income)
6	30%	25,870
	POVERTY	25,870
	50%	34,250 (Very Low-Income)
	60%	41,100
	80%	54,850 (Low-Income)
7	30%	29,130
	POVERTY	29,130
	50%	36,600 (Very Low-Income)
	60%	43,920
	80%	58,650 (Low-Income)

8

30%

POVERTY

23,400

32,390

50% 38,950 (Very Low-Income)

60% 46,740

80% 62,400 (Low-Income)

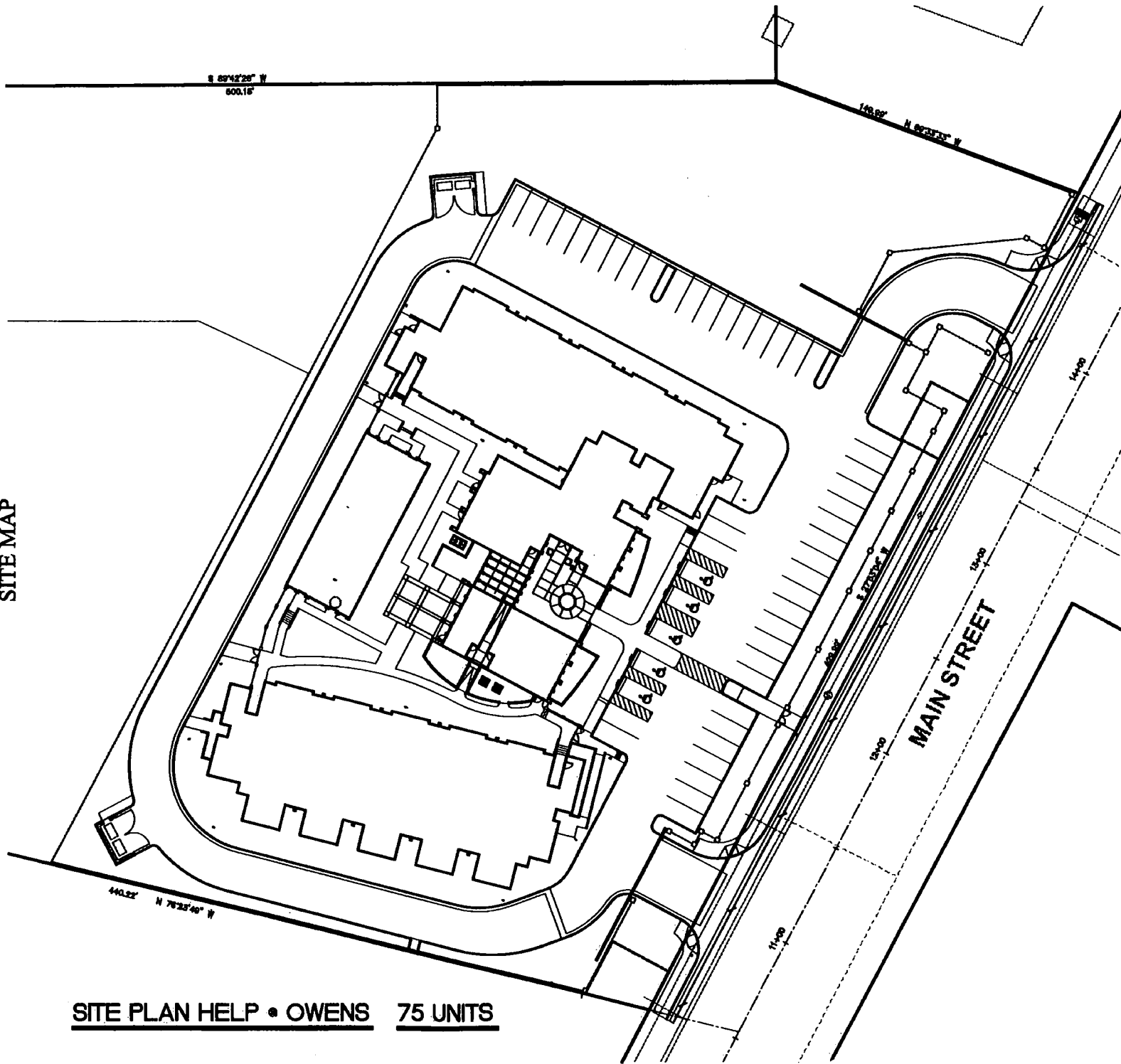
EXHIBIT "C"
HOME PROGRAM RENT LIMITS
U.S. Department of Housing and Urban Development (HUD) HOME Program Limits (February, 2005)

<u>UNIT SIZE</u>	<u>MAXIMUM RENTS</u>	
Efficiency	LOW HOME RENT	516
	HIGH HOME RENT	653
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	665
	50% RENT LIMIT	516
	65% RENT LIMIT	653
1 - Bedroom	LOW HOME RENT	553
	HIGH HOME RENT	701
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	773
	50% RENT LIMIT	553
	65% RENT LIMIT	701
2 - Bedroom	LOW HOME RENT	663
	HIGH HOME RENT	842
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	907
	50% RENT LIMIT	663
	65% RENT LIMIT	842
3 - Bedroom	LOW HOME RENT	768
	HIGH HOME RENT	965
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	1234
	50% RENT LIMIT	768
	65% RENT LIMIT	965
4 - Bedroom	LOW HOME RENT	856
	HIGH HOME RENT	1056
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	1550
	50% RENT LIMIT	856
	65% RENT LIMIT	1056

5 - Bedroom	LOW HOME RENT	944
	HIGH HOME RENT	1147
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	1783
	50% RENT LIMIT	944
	65% RENT LIMIT	1147
6 - Bedroom	LOW HOME RENT	1034
	HIGH HOME RENT	1238
	FOR INFORMATION ONLY:	
	FAIR MARKET RENT	2015
	50% RENT LIMIT	1034
	65% RENT LIMIT	1238

NOTE: RENTS MUST BE ADJUSTED FOR TENANT PAID UTILITIES

EXHIBIT "D-1"
SITE MAP



SITE PLAN HELP • OWENS 75 UNITS



100-00-000

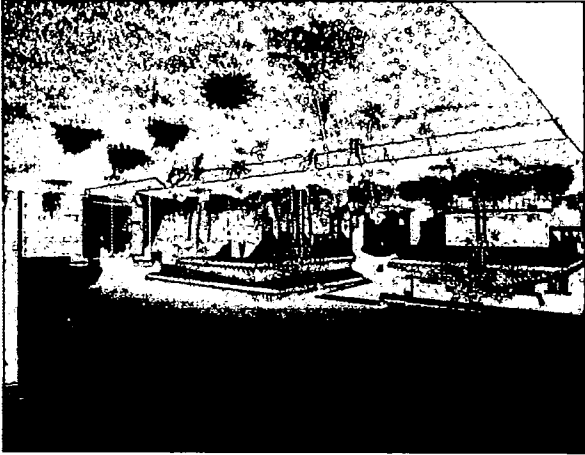
H.E.L.P. BONANZA VIEW APARTMENTS IMAGES



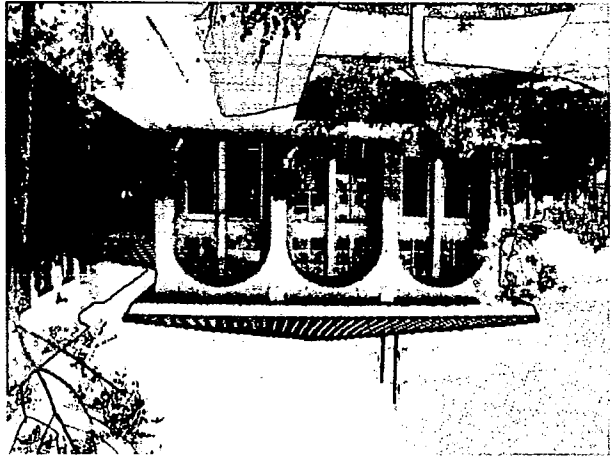
BUILDING A ELEVATION



ADMINISTRATION BUILDING ELEVATION



COURTYARD ELEVATION



BUILDING C ELEVATION



EXHIBIT "D-2"
RENDERING

EXHIBIT "E"

LEGAL DESCRIPTION

A portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of Section 27, Township 20 South, Range 61 East M.D.M. described as follows:

A portion of Lot One (1) of that certain Parcel Map on file in File 107 of Parcel Maps, Page 96, in the office of the County Recorder of Clark County, Nevada Commencing at the Northwest Corner of Lot 1 thence N 89° 42'26"E a distance of 352.02 feet to the true point of beginning; thence continuing N 89° 42'26"E a distance of 148.13 feet; thence South 69°, 33', 33" East 150.00 feet to a point on the west right of way line of North Main Street (US Hwy No. 91-93); thence S 27° 53'04" W along said west right of way line a distance of 429.99 feet more or less to the southeast corner of said lot 1; thence N 76° 23 49 E 288.05 feet to a point; thence N 27° 51 40 E a distance of 411.66 feet to the true point of beginning

ATTACHMENT "T"

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

Contracting Entity (Name) Name Address	Description
HELP Las Vegas Housing Corporation II c/o Lucchesi/Galati 500 Pilot Road Suite A Las Vegas, NV 89119	HELP@Owens Land Transfer 1559 N. Main Street
EIN or Social Security: 01-0803813	

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.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Craig Galati, President	Lucchesi Galati - 500 Pilot Road Las Vegas NV 89119	702 263 7111
	Vacant, Vice President		
3.	Vacant, Secretary		
4.	Joseph Gallo, Treasurer	HELP USA - 5 Hanover Square New York, NY 10004	212 400-7000
5.	Thomas Mauro, Director	HELP USA - 5 Hanover Square New York, NY 10004	212 400-7000
6.	Joseph Gallo, Director	HELP USA - 5 Hanover Square New York, NY 10004	212 400-7000
7.	Vacant, Director		
8.			
9.			
10.			

ATTACHMENT "T"

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 Contracting Entity: CERTIFICATE DISCLOSURE OF OWNERSHIP PRINCIPALS
 Date of Attached Document: 1/18/05 Number of Pages: 3

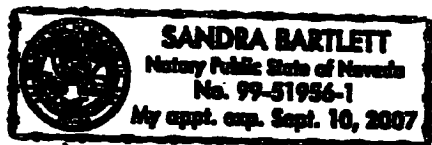
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

[Signature]

CRAIG S. GALATI 1/18/05

Subscribed and sworn to before me this 18 day of

January 2004-2005
[Signature]
 Notary Public



ATTACHMENT "II"
PROMISSORY NOTE
(SECURED – ALL INCLUSIVE)

\$1,300,000.00

Las Vegas, Nevada

Date

FOR VALUE RECEIVED, the undersigned (herein "Maker") hereby promises to pay to the order of HELP LAS VEGAS HOUSING CORPORATION II, a Nevada non-profit corporation (herein "Holder"), at 1559 North Main, Las Vegas, NV or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of One million, three hundred thousand dollars (\$1,300,000.00) or so much thereof as may have been advanced. This Note will be recourse to the Maker and shall bear interest at the Applicable Federal Rate in effect on the date of the first advance, which will accrue during the term of the Note.

Payments of principal and interest shall accrue and be paid on the 30th anniversary of the date hereof.

Each payment is to be applied when received first to any expenses reimbursable to Holder, second to any unpaid interest and third, any balance shall be used to reduce the principal balance.

The indebtedness represented by this Promissory Note (the "Note") shall be all due and payable in its entirety on the earlier of (i) that date which is thirty (30) years from the date hereof, or (ii) the date upon which the City Obligation (as defined below) shall become due and payable whether upon default thereunder, by acceleration or otherwise. Maker shall have the right to prepay the indebtedness evidenced hereby in full, or in part, at any time.

Except as otherwise provided herein or in the All-Inclusive Deed of Trust (as defined below), as long as Maker is in full compliance with all of its obligations under this Note and the All-Inclusive Deed of Trust, by its acceptance hereof, Holder agrees to perform all obligations of Holder, to the extent not agreed to be performed by Maker hereunder or under the All-Inclusive Deed of Trust as defined in the HOME Investment Partnerships ("Home") Program And/Or Low Income Housing Trust Fund ("LIHTF") Program Agreement To Fund to HELP Las Vegas Housing Corporation II, dated as of January 19, 2005 ("City Obligation") which said City Obligation will be secured by a pledge of the Note and the All-Inclusive Deed of Trust, executed by Holder in favor of City of Las Vegas (the "City Lender.")

In the event Holder shall fail to timely and fully pay and perform any of the obligations required to be performed by Holder as provided herein, in addition to any other rights and remedies available to Maker, Maker shall be entitled to pay and perform the City Obligations and offset against the amounts due Holder hereunder the full amount of all sums paid and/or costs incurred in connection with Maker's payment and performance of the City Obligations.

notice of protest, and of dishonor and non-payment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time thereafter, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option.

Time is expressly made of the essence with respect to every provision hereof and the All-Inclusive Deed of Trust. This Note shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

This Note is secured by the certain All-Inclusive Deed of Trust of even date herewith executed by Maker, aka Trustor to First American Title Insurance Company, as trustee, in favor of Holder, as beneficiary, which All-Inclusive Deed of Trust (The "All-Inclusive Deed of Trust") encumbers that certain real property more particularly described therein (the "Property").

Maker hereby specifically acknowledges, confirms and agrees that: (i) Maker has received copies of the documents and instruments evidencing and/or security the City Obligation (collectively, the "City Obligation Documents"), (ii) Maker has reviewed and understands all of the provisions of the City Obligation Documents, this Note and the All-Inclusive Deed of Trust, and has reviewed the same with legal counsel of Maker's own choosing, (iii) Maker has not requested, received, or relied upon any legal advice, representations or warranties from Holder in connection with the City Obligation Documents, this Note or the All-Inclusive Deed of Trust, and (iv) as between Maker and Holder, Maker shall be primarily responsible for and hereby expressly covenants and agrees to fully and timely perform, all of the obligations of Holder under, arising out of or with respect to the City Obligation Documents including, without limitation, payment of taxes, maintenance of the Property, compliance with low income housing restrictions, recorded covenants, conditions and restrictions, applicable laws, etc. but excluding the obligation to make payment of the City Obligations.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

HELP Las Vegas Housing Associates II, Limited Partnership, a Nevada Limited Partnership

By: HELP Owens, Inc., a Nevada corporation, as General Partner

By: _____
Gary Eisenman, President

ATTACHMENT "III"

APN # 139-27-502-015

WHEN RECORDED MAIL TO:

Name and
Address of
Subrecipient

ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

This ALL-INCLUSIVE DEED OF TRUST, made this _____ day of _____, 2005, between HELP Las Vegas Housing Associates II, Limited Partnership herein called TRUSTOR, whose address is 1599 North Main, , Las Vegas, Nevada _____, and First American Title Insurance Company, a _____ corporation herein called TRUSTEE, and HELP Las Vegas Housing Corporation II, herein called BENEFICIARY, WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Las Vegas, State of Nevada, described on Exhibit "A" attached hereto.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents issues and profits.

For the Purpose of Securing (1) payment of the sum of one million, three hundred thousand dollars, or so much thereof as has been advanced, with interest thereon according to the terms of the All-Inclusive Promissory Note of even date herewith (Hereinafter "the Secured Note") made by Trustor, payable to the order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein.

A. HOME/TRUST FUND CONTRACT:

1. this is an All-Inclusive Deed of Trust, securing (1) the Secured Note and (2) the obligations of the Beneficiary to the City of Las Vegas, under the Agreement to Loan HOME Investment Partnerships Program ("HOME") Funds to HELP Las Vegas Housing Corporation II dated January 19, 2005 hereinafter referred to as the "HOME/Trust fund Agreement."

2. The Trustor shall abide by the terms of the HOME/Trust Fund Agreement. Trustor agrees to use the property to construct and rent decent, safe, and sanitary units to a HOME/Trust Fund Program eligible recipient. Trustor agrees to maintain and operate the above-described property as a drug-free environment. Trustor agrees to maintain 25_ units within the above-described property as Affordable Housing for a period of 20 years from the date of execution of this Deed of Trust, unless terminated earlier pursuant to the HOME/Trust Fund Agreement. Trustor agrees to abide by the HOME/Trust Fund rules, specifically 24 CFR 92, NRS 319, NAC 319 and the Trust Fund Administrative Guidelines, as applicable.
3. Trustor agrees to repay \$1,300,000 in HOME/Trust Fund Program funds, or so much thereof as has been advanced to Trustor, upon prohibited sale or transfer of the Property as provided by the HOME/Trust Fund Agreement; provided, however, that the foregoing shall only apply to transfers of the Property and not to transfers of membership interest in Trustor.

City of Las Vegas requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to it at City of Las Vegas, Neighborhood Services Department, 400 Stewart Avenue – 2nd Floor, Las Vegas, NV 89101.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish and build thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-Inclusive Deed of Trust.
4. To pay; (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens,

with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust/

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorneys fees.

5. To pay immediately and with out demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditures at the rate provided in the Secured Note.

C. IT IS MUTUALLY AGREED:

1. that any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money's received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the HOME/Trust Fund Agreement. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder.
3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any

person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property consent to the making of any map or plat thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "the person or persons legally entitled thereto."
6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness hereby secured, enter upon and take possession of said property or any part thereof in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.
7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with the Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell Trustor's interest in said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying Trustor's interest in the property so sold, but without covenant or warranty, express or implied. The recitals in

such deed of any matters of facts shall be conclusive proof of truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase as such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, include costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the secured Note; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitle thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the recorder of county or counties where said property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.
9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The Term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this All-Including Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine and the singular number includes the plural.
10. That the Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged, is made a public record as provided. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
11. Beneficiary acknowledges that Trustor intends to enter into a Regulatory Agreement (the "Regulatory Agreement", which constitutes the extended low-incoming housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the Code). Beneficiary acknowledges and agrees that, in the event of a foreclosure of its interest under the Mortgage or delivery by the Partnership of a deed in lieu of (collectively, a foreclosure), the following rule contained in Section 42(h)(6)(E)(ii) of the Code shall apply: (This applies to situations where the Property owner has entered into a Regulatory Agreement regarding low income housing and IRS code requirements. This paragraph should be inserted in those situations)

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement, (i) none of the eligible tenants

occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the HOME Program or Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code. (This applies to situations where the Property owner has entered into a Regulatory Agreement regarding low income housing and IRS code requirements. This paragraph should be inserted in those situations)

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of the All-Inclusive Deed of Trust, Beneficiary agrees that provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal and interest which become due under the terms of the HOME Investment Partnership ("HOME") Program and/or Low Income Housing Trust Fund ("LIHTF") Program Agreement ("HOME/LIHTF Agreement"). In the event Trustor shall be in default on the Secured Note, Beneficiary's obligation under the HOME/LIHTF Agreement is deferred until the default under the Secured Note is cured. Should the Beneficiary default in any of the installments as to the payment on the HOME/LIHTF Agreement at a time when Trustor is not in default in performance of the obligations of the Trustor under the Secured Note or this All-Inclusive Deed of Trust, the Trustor, may make said payments directly to the holder of such HOME/LIHTF Agreement; any and all payments so made shall be credited to the Secured Note against the next succeeding installment of principal and interest. Nothing contained herein shall be construed to create a third party beneficiary relationship between the Beneficiary and any other person.
2. Notwithstanding any covenants contained in the HOME/LIHTF Agreement, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of beneficiary herein of Trustor's portion of the HOME/LIHTF Agreement which the Beneficiary herein is required to pay to the holder of said HOME/LIHTF Agreement.

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the HOME/LIHTF Agreement during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the HOME/LIHTF Agreement in reduction of the unpaid principle amount thereof the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Secured Note.

At such time as the Secured Note becomes fully due and payable, the unpaid indebtedness of principal and interest due on the HOME/LIHTF Agreement.

4. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of the All-Inclusive Deed of Trust may not be more than the sum of the following amounts: (i) The equity of Beneficiary in the note secured hereby being the difference between the then unpaid balance of principal and interest accrued and unpaid on the secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the HOME/LIHTF Agreement as of the date of such foreclosure sale; plus (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of the All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.
5. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the All-Inclusive Deed of Trust securing the Secured Note.
6. The following Covenants, Nos. 1, 3, 4 (rate of interest is the default rate stated in the Note), 5, 6, 7 (attorneys fees in the amount provided for in the Note), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.
7. If a monetary event of default occurs under the terms of any of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give each of the Limited Partners of the Trustor, as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note.
8. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give Trustor and each of the Limited Partners (or Limited Liability Company if that is the case), as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. If

the default is such that it is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Secured Note.

9. Beneficiary shall give Limited Partner written notice of any default under the Loan Documents, and the cure periods contained in Paragraphs 7 and 8 above shall commence on the effective date of any such notice, at the following address:

Investor Limited Partner:

TRGHT, Inc.
340 Pemberwick Road
Greenwich, Connecticut 06831
Attention: Joanne D. Flanagan, Esq.

With a copy to:

Joanne D. Flanagan, Esq.
340 Pemberwick Road
Greenwich, Connecticut 06831
Phone (203) 869-0900
Fax (203) 869-9543

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

10. Any cure periods available to the Limited Partners, shall commence upon the date of any such notice to the Limited Partners.

TRUSTOR: HELP Las Vegas Housing Associates, Limited Partnership, a Nevada Limited Partnership

By: HELP Owens, Inc., a Nevada corporation as General Partner

By _____
Gary Eisenman, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 200____, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

BENEFICIARY: HELP Las Vegas Housing Corporation II,
 a Nevada nonprofit corporation

By: _____
 Craig Galati, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 200__, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

TRUSTEE: _____

By: _____

Its: _____(Title)_____

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 200__, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

EXHIBIT "A"

A portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of Section 27, Township 20 South, Range 61 East M.D.M. described as follows:

A portion of Lot One (1) of that certain Parcel Map on file in File 107 of Parcel Maps, Page 96, in the office of the County Recorder of Clark County, Nevada Commencing at the Northwest Corner of Lot 1 thence N 89° 42'26"E a distance of 352.02 feet to the true point of beginning; thence continuing N 89° 42'26" E a distance of 148.13 feet; thence South 69°, 33', 33" East 150.00 feet to a point on the west right of way line of North Main Street (US Hwy No. 91-93); thence S 27° 53'04" W along said west right of way line a distance of 429.99 feet more or less to the southeast corner of said lot 1; thence N 76° 23 49 E 288.05 feet to a point; thence N 27° 51 40 E a distance of 411.66 feet to the true point of beginning

ATTACHMENT "IV"

APN # 139-27-502-015

When recorded, return to:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, HELP Las Vegas Housing Corporation II, a Nevada nonprofit corporation, hereby grants, assigns and transfers to the City of Las Vegas, all of the undersigned's right, title and interest in that certain Deed of Trust, dated as of _____ and recorded in the Official Records of the County Records Office for the County of Clark on _____ as Instrument No. _____ (the "Deed of Trust"), together with the undersigned's right, title and interest in and to that certain Promissory Note in the amount of \$1,300,000.00 or so much thereof as may be advanced, executed by HELP Las Vegas Housing Associates II, Limited Partnership, a Nevada limited partnership in favor of the undersigned which is described in the Deed of Trust, the money due and to become due thereon with interest and all rights accrued or to accrue under the Deed of Trust. The Deed of Trust encumbers that certain real property described on the attached Exhibit A.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Deed of Trust as of _____.

HELP Las Vegas Housing Corporation II,
a Nevada non profit corporation

By: _____
Craig Galati, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this ____ day of _____, 200____, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

EXHIBIT A

(Legal Description)

A portion of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE1/4) of Section 27, Township 20 South, Range 61 East M.D.M. described as follows:

A portion of Lot One (1) of that certain Parcel Map on file in File 107 of Parcel Maps, Page 96, in the office of the County Recorder of Clark County, Nevada Commencing at the Northwest Corner of Lot 1 thence N 89° 42'26"E a distance of 352.02 feet to the true point of beginning; thence continuing N 89° 42'26" E a distance of 148.13 feet; thence South 69°, 33', 33" East 150.00 feet to a point on the west right of way line of North Main Street (US Hwy No. 91-93); thence S 27° 53'04" W along said west right of way line a distance of 429.99 feet more or less to the southeast corner of said lot 1; thence N 76° 23 49 E 288.05 feet to a point; thence N 27° 51 40 E a distance of 411.66 feet to the true point of beginning

ATTACHMENT "V"

NOTE PLEDGE AGREEMENT

This NOTE PLEDGE AGREEMENT (this "**Agreement**") is made and entered into as of _____, by HELP LAS VEGAS HOUSING CORPORATION II, a Nevada nonprofit corporation (the "**Pledgor**"), in favor of the City of Las Vegas ("**Secured Party**"), with reference to the following facts:

A. Pledgor and Secured Party executed that certain Agreement Between the City of Las Vegas and HELP LAS VEGAS HOUSING CORPORATION II, dated as of January 19, 2005 in the stated principal amount of one million, three hundred thousand Dollars (\$1,300,000.00) or so much thereof as may have been advanced ("HOME/LIHTF Agreement").

B. As security for the full and timely payment of the amounts due under the HOME/LIHTF Agreement, Pledgor has agreed to execute and deliver this Agreement and to grant to Secured Party a security interest in all of the "Collateral" (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees with Secured Party as follows:

1. **Security Interest.** The Pledgor hereby assigns, transfers and grants to Secured Party and there is hereby created in favor of Secured Party, a security interest under the Nevada Commercial Code in and to all of the Pledgor's right, title and interest in and to that certain Promissory Note, dated _____, executed by HELP Las Vegas Housing Associates II, Limited Partnership, a Nevada limited partnership (or Limited Liability Company if that is the case) ("Owner") in favor of Pledgor in the original amount of one million, three hundred thousand Dollars (\$1,300,000.00) or so much thereof as may be advanced (the "**Secured Note**") and that certain Deed of Trust (the "**Deed of Trust**") now in the possession of or to be delivered to Secured Party, together with any and all extensions, modifications, renewals and substitutions therefore, all rights to payment, insurance policies, collateral and general intangibles arising thereunder or in connection therewith, and any and all proceeds, products, substitutions, replacements or accessions of any of the foregoing (collectively, the "**Collateral**").

2. **Delivery of Collateral.** Concurrently with the execution of this Agreement, or as soon thereafter as may be reasonably practicable, the Pledgor shall deliver or cause to be delivered to Secured Party the following:

The executed original Note, attached to which shall be an Allonge in the form of that attached as Exhibit "F" hereto, duly executed by the Pledgor;

The as-recorded, executed original Deed of Trust, together with an Assignment of Deed of Trust in the form of that attached as Exhibit "G" hereto, duly executed by the Pledgor, assigning to Secured Party all of the Pledgor's interest in and to the Deed of Trust; and

To the extent not included in the foregoing, any and all other instruments, agreements or contracts representing or evidencing the Collateral in suitable form for transfer by delivery.

3. Obligations to be Secured. The security interest granted to Secured Party hereunder shall secure: (i) The due, prompt and complete performance and observance by Pledgor of each and all of the terms and conditions of the HOME/LIHTF Agreement (including any and all modifications, extensions and/or renewals thereof) and (ii) any other documents securing or executed in connection with the HOME/LIHTF Agreement; and (iii) the due, prompt and complete performance and observance of each and all of the agreements of the Pledgor contained herein.

4. Representations of Pledgor. The Pledgor hereby represents and warrants to Secured Party that:

- (a) no monetary default exists under the Secured Note or the Deed of Trust;
- (b) the Pledgor is the owner of the Collateral;
- (c) the Pledgor has the right to pledge the Collateral and that the same is genuine, enforceable according to its terms, free from liens, adverse claims, setoffs, default, defenses and conditions precedent of any kind or character, and that the Pledgor has executed no prior assignment of any portion of the Collateral;

the Pledgor has not executed any release, discharge, satisfaction or cancellation of the HOME/LIHTF Agreement or Deed of Trust;

the Pledgor has not released any portion of the security described in the Deed of Trust from the lien of the Deed of Trust;

the execution of this Agreement by the Pledgor and the creation of security interests in the Collateral in favor of Secured Party are within the Pledgor's power and the Pledgor is authorized to take such action and same does not and will not violate any of the terms or conditions of any contracts or agreements to which the Pledgor is or will be a party; and

there is no action, legal, administrative or other proceeding pending or threatened against the Pledgor's title to the Collateral or against the Pledgor's grant of a security interest therein hereunder.

5. Covenants. The Pledgor covenants and agrees to:

- (a) keep the Collateral free and clear of all defenses, rights of offset and counterclaims;
- (b) from time to time promptly execute and deliver to Secured Party all such other assignments, certificates, and supplemental writings and do all other acts or things as Secured Party may reasonably request in order more fully to evidence and perfect the security interest herein created;
- (c) pay to Secured Party the amount of all court costs and attorneys' fees assessed by a court and incurred by Secured Party following default hereunder; and
- (d) not create any other security interest in, mortgage or otherwise encumber the Collateral or any part thereof or permit the Collateral to be or become subject to any lien, attachment, execution, sequestration, other legal or equitable process or any encumbrance of any kind or character, except the security interest herein created and any other encumbrance permitted by the HOME/LIHTF Agreement. Should the Collateral or any part thereof ever be in any manner converted by its issuer or maker into another type of property or any money or other proceeds ever be paid or delivered to the Pledgor as a result of the Pledgor's rights in the Collateral, then in any such event, all such property, money and other proceeds shall become part of the Collateral, and the Pledgor covenants to forthwith deliver to Secured Party all of the same which is susceptible of delivery, other than money, and, at the same time, if Secured Party deems it necessary and so requests, the Pledgor will properly endorse or assign the same in the manner specified by Secured Party. With respect to any of such property of a kind requiring an additional security agreement, financing statement or other writing to perfect a security interest therein in favor of Secured Party, the Pledgor will forthwith execute and deliver to Secured Party, whatever Secured Party shall deem necessary or proper for such purpose. Should any covenant, duty or agreement of the Pledgor fail to be performed in accordance with its terms hereunder, Secured Party may, but shall not be obligated to, perform or attempt to perform such covenant, duty or agreement on behalf of the Pledgor, and any amount expended by Secured Party in such performance or attempted performance shall become a separate obligation of the Pledgor payable on demand to Secured Party, except to the extent prohibited by applicable law.

6. Use of Collateral by Secured Party

- (a) Upon the occurrence of an "Event of Default" (as defined below) hereunder, Secured Party shall have the right to receive all interest, principal payments and other sums now or hereafter payable upon or on account of the Collateral until such time as all obligations hereunder have been satisfied.
- (b) Upon the occurrence of an Event of Default hereunder, Secured Party shall have the right at any time (but shall have no obligation), with or without notice and either in its own name or in the name of its nominee or in the name of the Pledgor, at the Pledgor's expense, to:

Collect by legal proceedings or otherwise all interest, principal payments and other sums now or hereafter payable upon or on account of the Collateral, and give receipts for the payments and other sums described above received by Secured Party.

Enter into any extension or other agreement in any way relating to or affecting the security interest of Secured Party in the Collateral and, in connection therewith, dispose of or surrender control of such security interest in the Collateral or any part thereof, and accept other property in addition to or in exchange or substitution therefor, or any part thereof;

Make any compromise or settlement on terms advisable with reference to the Collateral;

Insure, protect and preserve the Collateral; and

Without limiting the generality of the foregoing, exercise all of the rights, powers and remedies of an owner of the Collateral.

7. Attorney-in-Fact. The Pledgor hereby appoints Secured Party its attorney-in-fact, with full power of substitution, to do any act which the Pledgor is obligated by this Agreement to do and to take any action and execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes hereof. Without limiting the generality of the foregoing, Secured Party, as attorney-in-fact of the Pledgor, is authorized to ask, demand, collect, sue for, recover, receive and give acquittance and receipts for monies due and to become due under or in connection with the Collateral, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection therewith, to file any claims or take any actions which Secured Party may deem to be necessary or desirable for the collection thereof. The appointment of Secured Party as attorney-in-fact of the Pledgor is irrevocable and coupled with an interest.

8. Duties and Rights of Secured Party. The Pledgor agrees that Secured Party shall have no liability of any kind or nature whatsoever with respect to the Collateral, other than to hold, release or dispose of the same in accordance with the terms and provisions of this Agreement.

9. Further Acts of Pledgor. The Pledgor shall, at the reasonable request of Secured Party, execute (either alone or with Secured Party, as Secured Party may require) and deliver to Secured Party any instruments and/or documents, and the Pledgor will perform all actions, which from time to time may be necessary to carry into effect the provisions of this Agreement or to establish or maintain a perfected security interest in the Collateral.

10. Default The occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder:

(a) any default in the prompt and complete payment or performance of any term, condition or covenant in favor of Secured Party contained in this Agreement;

(b) any default of Pledgor under the HOME Agreement or any other agreement or instrument delivered pursuant hereto; and

(c) the initiation of steps by any third party to obtain a lien, levy or writ of attachment or garnishment upon any or all of the Collateral or substantially all of the other property of the Pledgor or to affect any of the Collateral or any such other property by other legal process, unless the same is dismissed within thirty (30) days after the initiation thereof.

11. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the rights and remedies of a secured party under the Nevada Commercial Code, or under any other applicable law, together with any and all of the rights and remedies provided in this Agreement. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses, including without limitation those attorneys' fees and legal expenses incurred by Secured Party in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving the Pledgor which in any way affects the exercise by Secured Party of its rights and remedies hereunder. Without limiting the generality of the foregoing, Secured Party may exercise its rights with respect to the Collateral without any necessity on the part of Secured Party first to realize upon or enforce any of the other security now or hereafter held for any obligation secured hereby.

12. No Implied Waivers. The several rights and remedies of Secured Party hereunder or herein referred to shall, to the fullest extent permitted by law, be construed as cumulative, and none of said rights and remedies is exclusive of the others. No delay or omission on the part of Secured Party in exercising any right or remedy created by, connected with or provided for in this Agreement or arising from any default by the Pledgor or by any other person, the performance of whose obligations is secured hereby, shall be construed as or deemed to be an acquiescence in or a waiver of such default or waiver of or limitation upon the right of Secured Party to exercise, at any time and from time to time thereafter, any right or remedy under this Agreement. No waiver of any breach of any of the covenants or conditions in this Agreement shall be deemed to be a waiver of or acquiescence in or consent to any previous or subsequent breach of the same or any other covenant or condition.

13. Entire Agreement. This Agreement, together with the other documents and instruments referred to herein, contains the entire understanding and agreement of the Pledgor and Secured Party with respect to the subject matter hereof and may not be altered or amended in any way except by the written agreement of said parties. No provision of this Agreement or right of Secured Party hereunder can be waived nor shall the Pledgor be released from its obligations hereunder except by a writing duly executed by Secured Party. Where necessary herein, all terms used in the singular shall apply to the plural and all terms used in the neuter shall apply to the masculine and feminine genders.

14. Transfer of Indebtedness. Upon the transfer by Secured Party of all or any portion of the indebtedness secured hereby, Secured Party may transfer therewith all or any portion of the security interest created hereunder, but Secured Party shall retain all of its rights hereunder with

15. **Terms; Binding Effect.** This Agreement shall be and remain in full force and effect until each of the obligations secured hereby has been fully performed or paid, at which time this Agreement shall automatically terminate and Secured Party shall promptly return to the Pledgor possession of the Annabelle City Note, the Deed of Trust and all other instruments comprising the Collateral then in the possession of Secured Party. Each of the provisions hereof shall be binding upon the Pledgor and the Pledgor's legal representatives, successors and assigns and shall inure to the benefit of Secured Party, and its legal representatives, successors and assigns.

17. Severability. If any provision of this Agreement, as applied to any part or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void, invalid or unenforceable, then the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of the other provisions of this Agreement.

Pledgor: **HELP Las Vegas Housing Corporation II**
5 Hanover Square, 17th Floor
New York, NY 10004

With a copies to: Eric H. Seltzer
708 Third Avenue, 26th Floor
New York, NY 10017

Joanne D. Flanagan, Esq.
340 Pemberwick Road
Greenwich, Connecticut 06831

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is personally delivered or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its

address for purposes of this Agreement by giving notice of such change to the other parties pursuant to this Paragraph 18.

19. Demands, Notices, Etc., Commercially Reasonable Sale. All demands of performance, advertisements, notices of sale or retention, as well as the presence of the Collateral at any sale and the constructive possession of the Collateral by the person conducting any sale, except only as provided by Nevada Commercial Code Section 9504(3), are hereby specifically waived by the Pledgor. Furthermore, the parties hereto deem the following to be commercially reasonable in compliance with said Section 9504(3): After default, Secured Party may apply, set off, collect or sell in one or more sales the whole or any part of the Collateral in such order as Secured Party elects; any such sale may be public or private and conducted at Secured Party's place of business or at any other place deemed in good faith by Secured Party to be commercially reasonable; any such sale may be either for cash, notes or property upon credit, at such price or prices as Secured Party in good faith considers fair; any such sale may be conducted by an officer or agent of Secured Party who may do other acts required to be done under Nevada Commercial Code Section 9504(3) and may deliver possession of the Collateral so sold to the purchaser or purchasers thereof; and Secured Party in its own right and free from any claim of the Pledgor and from any right of redemption may purchase and hold any of the Collateral at any such sale. Secured Party shall not be obligated to make any sale of the Collateral if it shall determine not to do so, regardless that a notice of sale of the Collateral may have been given. Secured Party may adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. Upon completion of any sale or sales under and by virtue of this Agreement, Secured Party shall cause the Collateral to be assigned to the purchaser or purchasers thereof. The Pledgor, at the request of Secured Party, shall ratify and confirm any such sale or sales by executing and delivering to the purchaser or purchasers all such further assignments and other documents as may be deemed necessary by Secured Party for the purpose of further confirming as may be required by Secured Party the sale and assignment of such portion of the Collateral as shall have been sold thereby. Upon the completion of each such sale or sales under or by virtue of this Agreement, each such sale or sales shall operate to transfer to the purchaser or purchasers thereat all of the rights of the Pledgor in and to the Collateral sold and, to the extent permitted by law, shall be a perpetual bar both at law and in equity against the Pledgor and all persons claiming, or who may claim, by, through or under the Pledgor, any right or interest in and to such portion of the Collateral. If a sale of any of the Collateral is made on credit or for future delivery, the Collateral sold may be retained by Secured Party until the selling price is paid in full by the purchaser thereof, but Secured Party shall have no liability in the event the purchaser thereof fails to take up and pay for the Collateral so sold. In case of any such failure, such Collateral may be resold in such manner as Secured Party deems appropriate. The Pledgor hereby waives to the extent permitted by applicable law any claims against Secured Party arising by reason of the fact that the price at which the Collateral may be sold at such a private sale is less than the price which might be obtained at a public sale or less than the aggregate amount of the indebtedness and obligations secured hereby even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree.

20. Application of Proceeds. All sums received or collected by Secured Party, whether before or after default on or on account of the Collateral, including, without limitation the

proceeds of any sale or disposition thereof, shall be applied toward the payment of any obligations, liability or claim arising in connection with this Agreement, and to the payment of any advances, charges, costs and expenses incurred or paid by Secured Party and secured hereby, all in such order and manner as Secured Party in its sole discretion determines. Secured Party shall pay any balance to the Pledgor or to the person or persons entitled thereto upon proper demand being made therefor.

21. Attorneys' Fees. If any action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and reimbursement for any other expenses incurred in connection therewith.

22. Survival of Representations and Warranties. All representations, warranties and covenants of Pledgor contained herein or incorporated herein by reference shall survive during the term of this Agreement and shall remain continuing obligations, warranties and representations of Pledgor during such time as all or any portion of the obligations secured hereby remain outstanding.

23. Time of Essence. Time is hereby declared to be of the essence of this Agreement and of every part hereof.

24. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

25. Applicable Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed as of the date first above written.

PLEDGOR:

HELP Las Vegas Housing Corporation II,
a Nevada non profit corporation

By: _____
Craig Galati, President

EXHIBIT "F"

ALLONGE

To be attached to that certain Promissory Note, dated _____, in the original amount of one million, three hundred thousand Dollars (\$1,300,000.00), or so much thereof as may be advanced, executed by HELP Las Vegas Housing Associates II, Limited Partnership, a Nevada limited partnership, in favor of HELP Las Vegas Housing Corporation II, a Nevada nonprofit corporation.

Pay to the order of City of Las Vegas

Dated: _____

HELP Las Vegas Housing Corporation II,
a Nevada non profit corporation

By: _____
Craig Galati, President

HOME BOILERPLATE

EXHIBIT "G"

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, HELP Las Vegas Housing Corporation II, a Nevada nonprofit corporation, hereby grants, assigns and transfers to the City of Las Vegas, all of the undersigned's right, title and interest in that certain Deed of Trust, dated as of _____ and recorded in the Official Records of the County Recorders Office for the County of Clark on _____ as Instrument No. _____ (the "**Deed of Trust**"), together with the undersigned's right, title and interest in and to that certain Promissory Note executed by HELP Las Vegas Housing Associates II, Limited Partnership, a Nevada limited partnership, in favor of the undersigned which is described in the Deed of Trust, the money due and to become due thereon with interest and all rights accrued or to accrue under the Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Deed of Trust as of _____.

HELP Las Vegas Housing Corporation II,
a Nevada non profit corporation

By: _____
Craig Galati, President

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to reprogram \$412,000 in Home Investment Partnership (HOME) and/or Low Income Housing Trust Funds (LIHTF) from various sources to the Nevada HAND, Inc. Bonanza Pines III project located on Bonanza Avenue between Lamb and Pecos for an aggregate total of \$1,162,000 - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$412,000.00
☒ Budget Funds Available	Dept./Division:	Neigh. Svcs./Neigh. Devel.
☐ Augmentation Required	Funding Source:	HOME/LIHTF

PURPOSE/BACKGROUND:

Nevada HAND, Inc. has requested an additional \$412,000 in HOME/LIHTF due to the increase in both land prices and the cost of construction to build this 62 unit senior affordable rental apartment project. Eleven (11) of the 62 units will be designated as HOME/LIHTF units.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Letter from Nevada HAND, Inc. dated December 16, 2004
2. HOME and/or LIHTF Program Agreement to Fund Nevada HAND, Inc., Bonanza Pines III

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

Nevada H.A.N.D., Inc.
HOUSING AND NEIGHBORHOOD DEVELOPMENT
295 E. Warm Springs Road, Suite 101 • Las Vegas, NV 89119
Office (702) 739-3345 Fax (702) 739-3305

December 16, 2004

Faye Johnson
City of Las Vegas- Neighborhood Services
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

RE: Bonanza Pines III Senior Apartments

Dear Faye:

We are requesting as additional \$412,000 of the City of Las Vegas HOME Funds for our Bonanza Pines III Senior Apartments development, located on the north side of Bonanza Avenue between Lamb and Pecos. This 62-unit senior affordable rental community will consist of 40 1-BR units and 22 2-BR units at approximately 760 sq. ft. and 967 sq. ft. respectively. Rents for the 1-BR units will be approximately \$233, \$339, and \$445 while rents for the 2-BR units will be approximately \$285, \$413, and \$540 serving households at 30%, 40%, and 50% AMI respectively. We would like to request that 11 of the 62 units be designated as HOME units.

Bonanza Pines III was originally allocated \$750,000 of HOME Funds from the City of Las Vegas on March 17, 2004. As you are aware, since the original allocation, we have seen both land prices and the cost of construction skyrocket making the acquisition and development of quality affordable housing increasingly difficult. The development budget enclosed delineates the specific costs that have significantly increased since our original allocation as well as the allocation of the total amount of HOME Funds if awarded our additional request.

We have developed a strong track record that clearly reflects our experience, commitment, and success in constructing quality affordable housing in Las Vegas. If approved, the additional funds will be expended in a timely manner and once again we will deliver a quality affordable senior housing development.

I appreciate your consideration of this request. If you have any questions or need additional information, please contact me at 739-3345 ext. 243. Thank you.

Sincerely,

Michael Mullin
President

Enclosures: Budget for Bonanza Pines III Senior Apartments
Email dated November 9, 2004
Letter of request for \$19,840
Correspondence from City of Las Vegas dated December 14, 2004

CC: Carol Bachwansky
Orlando Sanchez
Tim Whitright

HOME INVESTMENT PARTNERSHIPS ("HOME") PROGRAM AND/OR
LOW INCOME HOUSING TRUST FUND ("LIHTF") PROGRAM
AGREEMENT TO FUND
NEVADA H.A.N.D., INC.
BONANZA PINES III

THIS AGREEMENT, made and entered into this 19th day of January, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, with offices located at City Hall, 400 Stewart, Las Vegas, Nevada 89101 (hereinafter referred to as the "City"), and Nevada H.A.N.D., Inc., a non-profit corporation organized under the laws of the State of Nevada, with a mailing address of 295 E. Warm Springs Road, Ste., 101, Las Vegas, NV 89119 (hereinafter referred to as ("Subrecipient"), the City and Subrecipient being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties".

WITNESSETH:

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

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

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

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

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

WHEREAS, Nevada H.A.N.D., Inc., hereinafter referred to as "Subrecipient", is a private not-for-profit organization; and

WHEREAS, Subrecipient is a nonprofit organization created for religious, charitable or educational purposes as defined by NRS 244.1505 and NRS 372.3261; and

WHEREAS, Subrecipient is a Community Housing Development Organization ("CHDO"); and

WHEREAS, Subrecipient will be carrying out a CHDO-eligible activity by sponsoring and developing 11 (eleven) units in Bonanza Pines III designated as HOME Assisted; and

WHEREAS, Subrecipient has formed a single-purpose, for profit Nevada limited partnership, Bonanza Pines III Limited Partnership (LP), to own the property and LP agrees to provide a Deed of Trust to Subrecipient which will be assigned to City as security for this Agreement; and

WHEREAS, the City of Las Vegas City Council allocated \$750,000 in HOME/LIHTF funds at their March 17, 2004 meeting for this project; and

WHEREAS, the City of Las Vegas City Council allocated an additional \$412,000 in HOME/LIHTF funds at their January 19, 2005 meeting for this Project for an aggregate total of \$1,162,000 in HOME/LIHTF; and

WHEREAS, the City desires to assist Subrecipient by providing \$1,162,000 in HOME Program and/or LIHTF funds to assist with the development of the property (herein called the "Property" or "Project") as specified in Exhibit "A" of this document; and

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

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

I. Scope of Services

A. Subject to the actual receipt of HOME/LIHTF funds, and/or other matching funds from the County, the City will provide up to \$1,162,000 to Subrecipient in HOME Program and/or LIHTF funds to assist with the reimbursement of soft costs per the attached Program Budget ("Exhibit A-1") related to the construction of 11 (eleven) of the units of affordable rental housing for very low income tenants with a preference to seniors 55 years of age or older, hereinafter referred to as the "Project," as described in Exhibit "A", attached hereto and incorporated herein as if fully set forth. The Project shall include construction of 62 rental units dedicated to very low income senior tenants. The affordability period will be 30 years. Of these 11 units covered by the HOME/LIHTF funds, 15% of the units shall be rented to tenants whose incomes are at or below the federally designated level signifying poverty as determined by the Department of Health, and Human Services (HHS). Twenty (20%) percent of the HOME assisted units must be occupied by tenants whose income does not exceed 50% AMI. Subrecipient will not lease any of the HOME-assisted housing units to households who at the time of initial occupancy have an income that exceeds 60% of the area median adjusted for family size as shown on the HUD Program Income Guidelines (Exhibit "B"). Subrecipient agrees that the HOME-assisted unit rents will not exceed the Low HOME Rent limits established by HUD annually for the HOME program (Exhibit "C"). When tenants receive additional subsidy through rental assistance programs, such as Section 8, the rent of a unit may be raised to the

rental assistance program limit only if three HOME requirements are met: 1) the tenant is paying no more than 30 percent of their adjusted income; 2) the subsidy is project-based (affects the entire project, not just a single unit); and 3) the tenant's income is less than 50 percent of the area median income. If the subsidy is tenant-based (not project-based), the total HOME rent is the maximum amount from all sources that the owner may receive for HOME-assisted units. All tenants in the assisted units shall have leases with Subrecipient, or its assignee, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s). The Project will be located on Bonanza between Pecos & Lamb legally described in Exhibit "E" hereto and incorporated herein as if fully set forth. The development of the property is generally depicted on the Site Map attached hereto as Exhibit "D-1". A rendering of the Project to be constructed is generally depicted on the Drawing, attached hereto as Exhibit "D-2". The timing and method of providing HOME funds shall be entirely within the City's discretion. The funds will be fully recapturable upon sale or transfer of title to other than the partnership.

The construction of the Property is to be completed by June 30, 2006, unless otherwise specified, in writing, by the City. A six month extension of the June 30, 2006, deadline may be authorized by the City of Las Vegas Neighborhood Services Director if additional time is necessary to complete the Project and the extension of time will not jeopardize any other activity, project or funding source of the City. The extension request must be in writing as well as the extension authorization.

B. Subrecipient agrees that any project costs, unless and until specified in writing by the City of Las Vegas exceeding the \$1,162,000 in HOME/LIHTF Program or other funds provided by the City pursuant to this Agreement will be the responsibility of the Subrecipient. Subrecipient further agrees to pay all maintenance and operating costs of the Project unless otherwise agreed to by the City.

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

D. Subrecipient understands and agrees that the City shall not release any funds unless and until the required Environmental Review is completed for the property per 92 CFR 58. Notwithstanding any provision of this Agreement, the Subrecipient hereto agrees and acknowledges that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from the U.S. Department of Housing and Urban Development under 24 Part 58, as may be required. The Subrecipient further agrees that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify or cancel the project based on the results of a subsequent

environmental review. Violation of this provision may result in the denial of any funds under this Agreement. Upon receipt from HUD of authority to use funds, the City of Las Vegas Neighborhood Services Director will provide Subrecipient with a written Notice to Proceed. Construction will not begin until a Notice to Proceed has been issued.

E. Subrecipient agrees to provide a Preliminary Title Report to the City and a Title Insurance Policy in the amount of \$1,162,000 prior to start of construction.

F. Subrecipient understands and agrees that it is the policy of the City to secure as collateral an interest in any and all real property being financed with federal funds. Accordingly, for properties involving acquisition of real property, improvements to real property, or a combination thereof, the City shall not provide funding in excess of fair market value of the subject property. Therefore, the City shall require an appraisal to ascertain fair market value. For projects involving acquisition and improvements to the real property, the City shall require an appraisal indicating the fair market value of the property including all improvements to be made to the property. The City will not disburse any funds pursuant to this Agreement until such appraisal is received to the satisfaction of the City.

G. Subrecipient agrees that \$10,000 shall be retained by the City and shall not be expended or provided for the Project until approved, fully completed HOME/LIHTF Completion Forms with all beneficiary information have been received by the City showing 100% occupancy.

H. Subrecipient shall begin and complete all construction and development of the site within the times specified in Exhibit "A-2" or such reasonable extension of said dates as may be requested in writing by the Subrecipient and granted in writing by the City where such extensions shall not be unreasonable withheld.

II. City General Conditions

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

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

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

1. Total clients served;
2. Racial breakdown of clients served including American Indian/Alaska Native, Asian, Black/African American, Native Hawaiian/ Other Pacific Islander, White, American Indian/Alaska Native and White, Asian and White, Black/African American and White, American Indian/Alaska Native and Black/African American, Other;
3. Number of clients who report a Hispanic ethnicity;
4. Number and percentage of Low and Moderate Income clients as defined by HUD HOME Program Income Guidelines (Exhibit "C");
5. Number of handicapped clients served;
6. Number of senior citizens served;
7. Number of female head-of-households served;
8. Number of renter households served, and rent charged;
9. Number of owner households served; and
10. Monthly rent paid by each household served.

D. Subrecipient will not lease any portion of the HOME-assisted housing units to other than HOME-eligible tenants, as defined in the HOME Program regulations (24 CFR 92). Subrecipient will not lease any of the HOME-assisted housing units to households who at the time of initial occupancy have an income that exceeds 60% of the area median adjusted for family size as shown on the HUD Program Income Guidelines (Exhibit "B"). Subrecipient agrees that the HOME-assisted unit rents will not exceed the Low HOME Rent limits established by HUD annually for the HOME program (Exhibit "C"). The utility allowance used will be that of the Las Vegas Housing Authority. When tenants receive additional subsidy through rental assistance programs, such as Section 8, the rent of a unit may be raised to the rental assistance program limit only if three HOME requirements are met: 1) the tenant is paying no more than 30 percent of their adjusted income; 2) the subsidy is project-based (affects the entire project, not just a single unit); and 3) the tenant's income is less than 50 percent of the area median income. If the subsidy is tenant-based (not project-based), the total HOME rent is the maximum amount from all sources that the owner may receive for HOME-assisted units. All tenants in the assisted units shall have leases with Subrecipient, or its assignee, and furthermore, all leases shall be for a period of one year, unless a different period is agreed upon by Subrecipient and the tenant(s).

E. If the HOME-assisted housing, or any portion thereof, is converted to non-qualified HOME activities, including if the HOME-assisted housing units, or any portion thereof, are subleased, or through foreclosure or other circumstances Subrecipient loses legal possession of the property, the Subrecipient will, upon request of the City, repay to the City, without interest, the amount of HOME Program funds or other funds that Subrecipient received from the City hereunder. The City shall require reasonable assurances of security for such repayments, which shall be a Deed of Trust for such Property pursuant to 24 CFR 92.254, a sample of which is attached to this document (Attachment III), and which LP, as the Property owner, shall execute as part of this Agreement as security for the Promissory Note executed by LP (the form of which is attached as Attachment II) for the Project funds from Subrecipient. Subrecipient, as the Beneficiary of said Deed of Trust and holder of the Promissory Note, shall execute the

Assignment of Deed of Trust, the form of which is attached as Attachment IV, and the Note Pledge Agreement, the form of which is attached as Attachment V, which shall transfer and assign the Deed of Trust and Promissory Note to the City as security for the Subrecipient's performance of its obligations and repayment of the Project funds provided under this Agreement.

F. Should the Subrecipient or LP lose its legal possession of the Property through foreclosure proceedings, the Subrecipient and LP acknowledge and agree that the City, as the assignee/beneficiary of the Deed of Trust and secured party under the Note Pledge Agreement, will require repayment of the HOME/LIHTF Program funds from the net proceeds (if any) from the foreclosure sale and this amount will satisfy the repayment of the HOME/LIHTF program funds.

G. Subrecipient acknowledges that the Property will be encumbered by one or more deeds of trust created by the Subrecipient, or its assignee, Bonanza Pines III Limited Partnership, to provide additional financing for the Project which will be recorded in the Official Records of Clark County, Nevada. The City acknowledges and agrees that the Deed of Trust assigned to the City will be subject and subordinate to any such liens required for the construction and permanent financing of the Project. Other than the recorded deed of trust described above, Subrecipient shall not allow Property to be attached in any manner, including any liens or other encumbrances during the Period of Affordability.

H. Subrecipient may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the City, result in the forfeiture of all financial support provided herein and permanent disqualification for receipt of any similar funds from the City.

I. Subrecipient or its LP, as the Property owner, shall carry or provide Comprehensive Fire and Hazard insurance covering the full replacement costs of the Project and general liability insurance on the property as follows: bodily injury liability insurance in the amount of \$1,000,000.00 for the injury to or death of any one person, and \$2,000,000.00 for injuries to or the death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000.00. For all construction activities, Subrecipient must carry construction guarantees of a sufficient amount to ensure performance by any and all private contractors retained to perform the construction activities. The City shall be named as an additional insured in all policies of insurance obtained pursuant to this Agreement. The City shall be furnished evidence that the foregoing insurance coverage(s) are in effect, and the City shall be notified at least twenty (20) days prior to the cancellation or material change of any such coverage.

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

1. Whether the objectives of the Project are being achieved;

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

Visits by the City to the Project shall be announced to Subrecipient at least 48 hours in advance of those visits and shall occur during normal operating hours ("Visits"). The representatives of the City may request, and, if such a request is made, shall be granted, subject to applicable laws relating to confidentiality of records, access to all of the records of Subrecipient at a Las Vegas location which relate to the Project. The representatives of the City may, on occasion, interview recipients of the housing services of the Project who consent to be interviewed.

K. At the time of any Visits by the City, Subrecipient's records with respect to the Project shall be, subject to applicable laws relating to confidentiality of records made available for audit, examination and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

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

M. Subrecipient will not use any funds or resources which are supplied by the City in litigation against any person, natural or otherwise, or in its own defense in any such litigation and agrees to notify the City of any legal action which is filed by or against it with respect to the Project.

N. This Agreement will commence as of the date set forth in the introductory paragraph (which shall be the date of approval by the City Council) and the HOME/LIHTF Program funds allocated by it will be expended on or before December 31, 2006. Upon rental of all HOME-assisted units, the Subrecipient must submit Completion Reports with beneficiary information to the City prior to release of final \$10,000.

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

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

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

R. Except as disclosed on Attachment I, Subrecipient agrees that no officer or employee of Subrecipient may participate as an agent of Subrecipient in the negotiation or execution of any contract between Subrecipient and any private business in which he or she has financial interest.

S. Subrecipient agrees that no officer or employee of Subrecipient may suppress any report or other document because it might tend to affect unfavorably his private financial interests.

T. Subrecipient shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any Clark County or City of Las Vegas ordinance or State or Federal statute.

U. Subrecipient shall be bound by all City ordinances and State and Federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, the City, or any combination thereof.

V. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Subrecipient warrants that it has disclosed, on the form attached hereto as Attachment I, all principals, including, partners of subrecipient, as well as all persons and entities holding more than 1% interest in Subrecipient or any principal of Subrecipient. Throughout the term hereof, Subrecipient shall notify City in writing of any material change in the above disclosure within 15 days of any such changes.

W. Subrecipient agrees that this agreement is in effect for a Period of Affordability for a minimum of 30 years, commencing from the date of the final disbursements of funds to the Subrecipient. The funds are recapturable upon sale or transfer of title.

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

Y. Right to Review and Audit

1. The Subrecipient agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of ten years, except those records subject to audit findings shall be retained for three years after the period of affordability. In the event the Subrecipient goes out of existence, the Subrecipient shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

2. The Subrecipient agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Subrecipient's operation hereunder. The Subrecipient further understands and agrees that said inspection and audit would be exercised upon written notice. If the Subrecipient or its records, or books are not located within Clark County Nevada, in the event of an inspection and audit, Subrecipient agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives find that the records delivered by the Contractor are incomplete, the Subrecipient agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Subrecipient's offices to inspect, audit, and retrieve the complete records. The Subrecipient further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

III. Federal General Conditions

A. Subrecipient shall comply with the following laws and directives:

1. The Hatch Act set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in P. L. 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.
3. Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284.
4. Section 109 of the Housing and Community Development Act. of 1974.
5. Title VI of the Civil Rights Act of 1964, P.L. 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
6. The Fair Housing Act, as amended.
7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135
8. Executive order 11063, as amended.
9. The Age Discrimination Act of 1975.
10. Section 504 of the Rehabilitation Act of 1973.
11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
12. The Federal Labor Standards Act.
13. Section 202(a) of the Flood Disaster Protection Act of 1973.
14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing Regulations in 24 CFR, Part 35.
15. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours

and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

16. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.
17. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.
18. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits Subrecipient from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, loan, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.
19. Title I of the Housing and Community Development Act of 1974, as amended, which requires that Subrecipient shall:
 - a. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and
 - b. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
20. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225).

21. The undersigned, acknowledges and certifies that they are in compliance with 24 CFR part 5 and 24 CFR part 570.609, use of debarred, suspended or ineligible contractors or subrecipients. Assistance under this part shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or find any contractor or subrecipient during any period of debarment, placement in ineligibility status under the provisions of 24 CFR part 24.

B. No officer, employee or agent of the City shall have any interest, direct or indirect financial or otherwise, in any contract or subcontract or the proceeds thereof for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the Project shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 10 Title 5, U. S. Code.

D. None of the HOME/LIHTF Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. Subrecipient shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program except that Subrecipient will not assume the City's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359.

F. Subrecipient shall comply with applicable uniform administrative requirements as described in 24 CFR 92.505.

G. Subrecipient shall maintain records in accordance with 24 CFR 92.508.

H. Subrecipient shall comply with the requirements of Executive Order 11625 which provides for the utilization of minority businesses in all federally assisted contracts.

I. Program income and proceeds as described in HUD Directive CPD 97-9, shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such income will be retained by Subrecipient.

J. Any material breach of the terms of this section shall result in forfeiture of all HOME Program or other funding received by Subrecipient pursuant to this Agreement, or any part thereof as determined by the City.

K. Upon the expiration or revocation of this Agreement, Subrecipient shall transfer to the City any HOME Program and/or LIHTF funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of these funds.

L. Subrecipient agrees to maintain the Project in compliance with all applicable State and local housing quality standards and code requirements for the duration of this Agreement; and furthermore, Subrecipient agrees to use HUD-qualified housing inspectors to perform an initial housing quality inspection of any HOME-assisted unit prior to occupancy, or with replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when so requested by the City to ensure such compliance; and if applicable, the cost effective energy conservation and effectiveness standards in 24 CFR part 39, and local housing code requirements .

M. Subrecipient agrees to undertake an affirmative marketing program in conformance with 24 CFR 92.351 (b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program).

N. Subrecipient agrees that this Agreement is in effect for a Period of Affordability of a minimum of 30 years if the City loan consists solely of HOME funds received directly from HUD, commencing from the initial date of payment of HOME and/or LIHTF funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254 and/or the Nevada Revised Statutes and/or the Nevada Administrative Code.

O. A sale, transfer, or other conveyance of the assisted Property is subject to the requirement that the amount of HOME funds previously invested in the Property will be treated in accordance with 24 CFR Part 92.503 and Administrative Guidelines, NRS 319, and NAC 310 and returned to the City Neighborhood Development Division to be reinvested in other affordable housing units..

P. In conjunction with the Project, Subrecipient agrees to minimize displacement or dislocation of current tenants by referring eligible dislocated tenants to the Las Vegas Housing Authority for tenant-based assistance, and by assisting with their relocation per 24 CFR 92.353.

Q. Should tenants be displaced as a result of acquisition or rehabilitation of the Property, Subrecipient agrees to assume sole financial responsibility for any liability associated with 49 CFR Part 24.

IV. Financial Management

A. Subrecipient agrees to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and its relevant attachments "A" through "O" excepting Section F.2(H) of OMB Circular A-110 which has been superseded by OMB Circular A-133; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations".

B. If Subrecipient expends an aggregate of \$500,000 or more in federal funds, it is subject to the Single Audit Act and Circular A-133 and shall deliver to the Neighborhood Development Division a copy of the complete audit report.

C. Subrecipient agrees that all costs of the Project shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the Project shall be thoroughly identified and readily accessible to the City.

D. Subrecipient agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the Project will be provided upon request to the City.

E. Subrecipient agrees that disbursement under this Agreement will be made only when the total amount of eligible reimbursable expenses exceeds \$1,000, excepting for the final request for payment under this Agreement. If Subrecipient requests payment in an amount less than the minimum established, payment will be made when the cumulative amount of all eligible reimbursable expenses exceeds \$1,000.

F. Subrecipient agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

G. At the discretion of the City, an amount not to exceed the lesser of ten percent (10%) or \$10,000 of the funds allocated under this Resolution will be retained until the project is completed and the Subrecipient submits the following:

1. documentation showing that the assisted units meet the Housing Quality Standards, or, if new construction, that the Project has received an occupancy certificate;
2. a certified statement of Final Development Costs which, at a minimum, reports all development costs and expenditures for all federal funds, and the disposition of all of the HOME/LIHTF funds;
3. for projects involving new construction or rehabilitation, a completed form HUD-2516 "Contract and Subcontract Activity";
4. a completed form HUD-40097 "Rental Housing Completion Project Report" or, for owner-occupied projects, form HUD-4096 "Homeownership Project Completion Report";
5. evidence of recording of the fully executed Deed of Trust securing City of Las Vegas's interest in the property; and

6. evidence that Subrecipient has provided Management Agent with a copy of the HOME Program regulations and the specific HOME/LIHTF compliance requirements for the Project.

V. Modification or Revocation of Agreement.

A. The City and the Subrecipient will amend or otherwise revise this Agreement should such modification be required by HUD, Nevada Housing Division, or any applicable Federal or State of Nevada statutes or regulations. The City and Subrecipient shall be bound by any such amendments or revisions.

B. In the event that any of the HOME funds for any reason are terminated or withheld from the City or otherwise not forthcoming, the City may revoke this Agreement.

C. If Subrecipient fails to fulfill in a timely and proper manner its obligations under this Agreement, the City may suspend or terminate this Agreement in accordance with 24 CFR 85.44.

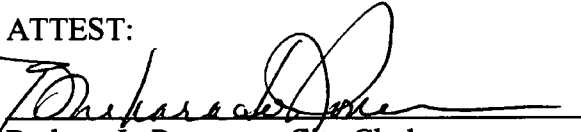
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS



Oscar B. Goodman, Mayor Date

ATTEST:



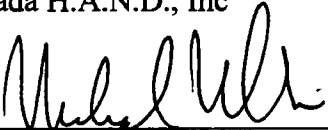
Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM:

 5/2/05

DATE

Nevada H.A.N.D., Inc

By:  5-4-05

Michael Mullin, President Date

ACCEPTANCE OF GRANT AND AGREEMENT TO
COMPLY WITH GRANT CONDITIONS

I, Michael Mullin, President of Board of Directors, Nevada H.A.N.D., Inc., a Nevada non-profit corporation, on behalf of that corporation, do hereby accept the grant made and the conditions imposed upon that grant contained in the HOME Investment Partnerships "HOME" Program Agreement to Fund Nevada H.A.N.D., Inc.'s Bonanza Pines III, approved by the City Council of the City of Las Vegas, Nevada on the 19th day of January, 2005, a copy of which is attached hereto and incorporated herein.

Executed this 4th day of May, 2005.

Nevada H.A.N.D., Inc.

By: Michael Mullin
Michael Mullin, President

State of Nevada)
County of Clark)

On this 4th day of May, 2005, before me, the undersigned, a Notary Public in and for said county and State, personally appeared

Michael Mullin as President, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

J. S. Haas
Notary Public

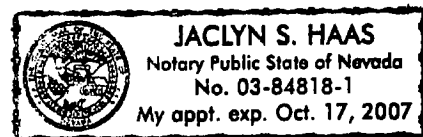


EXHIBIT "A"
DESCRIPTION OF PROJECT

The Project will be for 11 of a 62 unit of affordable rental housing dedicated to seniors 55 years of age or older , located on Bonanza between Pecos & Lamb, Las Vegas, Nevada. The Project will be designed as a five story building consisting of 62 units of which 11 will be HOME/LIHTF assisted. Forty four of the units will be one bedroom and eighteen units will be two bedroom. The Project shall have the following amenities: garage, elevator, sitting areas, media room, reading room, exercise room, common laundry area, kitchen and eating area, secured access, computer lab, and energy efficient windows.

Nevada H.A.N.D., Inc., the Project sponsor, will form a single asset limited partnership, Bonanza Pines III Limited Partnership, to own the property. The General Partner will be H.A.N.D. Enterprises, Inc., a Nevada non-profit affiliate of Nevada H.A.N.D., Inc.

The HOME/LIHTF funds provided by the City to Nevada H.A.N.D., Inc., will be loaned to the partnership at an Applicable Federal Rate (AFR) and secured by a note (Attachment "II") and Deed of Trust ("Attachment III"). The HOME/LIHTF provided to Nevada H.A.N.D., Inc., shall be used solely to finance HOME-eligible project soft costs per 24 CFR 92.206.

In accordance with 24 CFR 92.300(a)(2), any proceeds generated from Nevada H.A.N.D., Inc.'s investment of HOME funds into the project may be used by Nevada H.A.N.D., Inc., if written approval is sought from the City of Las Vegas and given. The proceeds may only be used for other affordable housing activities, including operational support of the CHDO, so long as the CHDO continues to meet the mission of providing affordable housing.

Of the 62 project units, 11 units will be designated as HOME-assisted and will be reserved for households at or below 60% Area Median Income (AMI). The HOME units will be considered floating units and may change over time so long as the assisted units remain comparable to the non-assisted units over the affordability period in term of size, features, and number of bedrooms.

City of Las Vegas will provide \$1,162,000 in HOME/LIHTF for this project.

The Project will be operated as affordable housing for a minimum period of 30 years.

The Project will be located as follows: Bonanza between Pecos and Lamb.

Assessor Parcel Number(s): 140-30-802-007

In addition to the affordability requirements related to the HOME funds, long-term affordability will be governed by a regulatory agreement with the State of Nevada, Housing Division for the Low Income Housing Tax Credit financing.

ATTACHMENT A-1

PROJECT BUDGET

Architect and Engineering	\$487,000
Building Permits	310,000
Appraisal Costs	7,500
Market Study	3,500
Legal	80,000
Tax Credit Fees	49,640
Accounting Fees	25,000
Environmental Study	1,500
Construction Loan Orientation Fees	66,030
Title and Recording Fees	40,000
Accounting Fee	25,000
Construction Paid Insurance	<u>66,830</u>
Total	\$1,162,000

EXHIBIT "A-2"
SCHEDULE OF PERFORMANCE

1. Commencement of Construction	June, 2005
2. Completion of Construction	June, 2006
3. 100% occupancy	September, 2006

EXHIBIT "B"
HOME PROGRAM INCOME GUIDELINES

HOME/LIHTF PROGRAM INCOME GUIDELINES:
U.S. Department of Housing and Urban Development (HUD) HOME/LIHTF
Program Limits (Effective February, 2005)
Median Family Income \$56,550)

<u>FAMILY SIZE</u>	<u>INCOME NOT TO EXCEED</u>	
1	30%	12,400
	50%	20,650 (Very Low-Income)
	80%	33,100 (Low-Income)
2	30%	14,200
	50%	23,600 (Very Low-Income)
	80%	37,800 (Low-Income)
3	30%	15,950
	50%	26,550 (Very Low-Income)
	80%	42,550 (Low-Income)
4	30%	17,750
	50%	29,550 (Very Low-Income)
	80%	47,300 (Low-Income)
5	30%	19,150
	50%	31,900 (Very Low-Income)
	80%	51,050 (Low-Income)
6	30%	20,550
	50%	34,250 (Very Low-Income)
	80%	54,850 (Low-Income)
7	30%	22,000
	50%	36,600 (Very Low-Income)
	80%	58,650 (Low-Income)
8	30%	23,400
	50%	38,950 (Very Low-Income)
	80%	62,400 (Low-Income)

EXHIBIT "C"
HOME PROGRAM RENT LIMITS

U. S. Department of Housing and Urban Development (HUD) HOME Program Rent Limits
(February 2005)

UNIT SIZE	MAXIMUM RENTS
Efficiency	FMR 665 Low HOME Rent 516 High HOME Rent 653
1 - Bedroom	FMR 773 Low HOME Rent 553 High HOME Rent 701
2 - Bedroom	FMR 907 Low HOME Rent 663 High HOME Rent 842
3 - Bedroom	FMR 1,234 Low HOME Rent 768 High HOME Rent 965
4 - Bedroom	FMR 1,550 Low HOME Rent 856 High HOME Rent 1,056
5 - Bedroom	FMR 1,783 Low HOME Rent 944 High HOME Rent 1,147
6 - Bedroom	FMR 2,015 Low HOME Rent 1,034 High HOME Rent 1,238

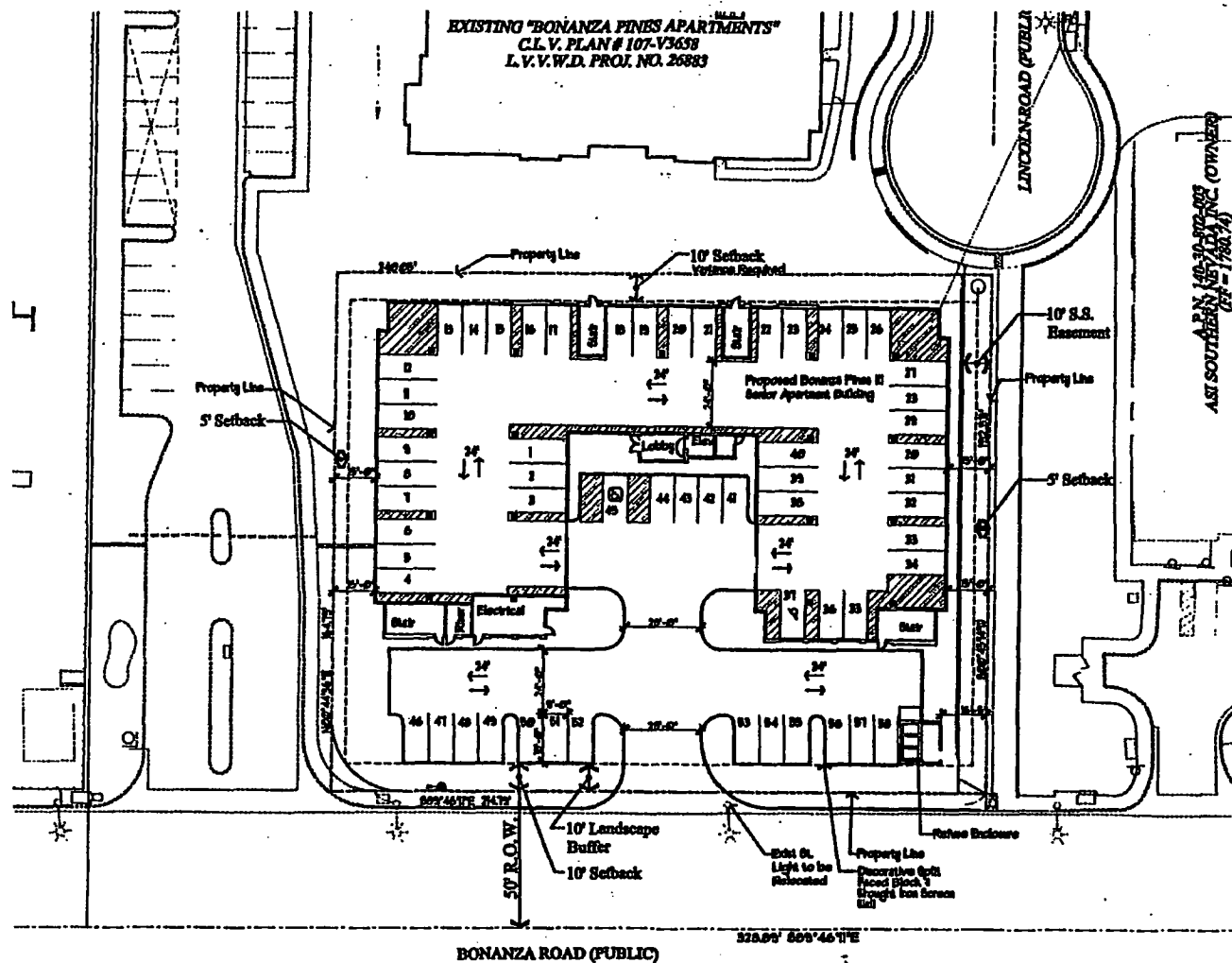


EXHIBIT "D-1"
SITE MAP

Bonaza Pines III Senior Apartments

**for: Nevada HAND
702-739-3345**

Bonanza near Sandhill, Las Vegas, Nevada

Conceptual Site - Scheme A

Date: December 17, 2004
Project Number: 101209.2

EXHIBIT "D-2"
RENDERING

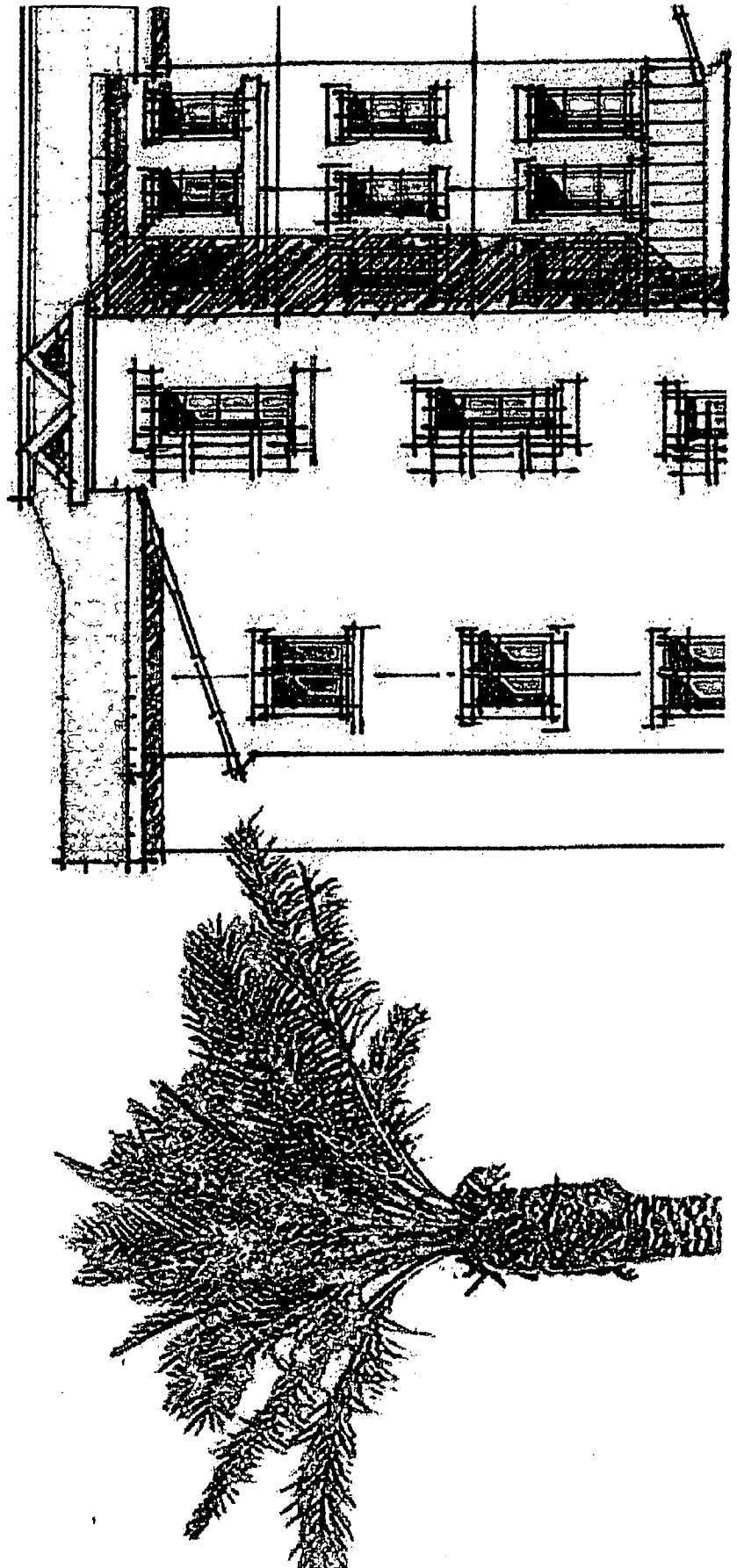


EXHIBIT "E"

LEGAL DESCRIPTION

Parcel number: 140-30-802-007

That portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 30. Township 20 South, Range 62 East, M.D.M. described as follows:

Parcel Two (2) of that certain Parcel Map in File 102 of Parcel Maps, Page 71, in the Office of the County Recorder of Clark County, Nevada, and recorded June 10, 202 in Book 20020610 as Document No. 00886, Official Records.

ATTACHMENT "I"

DISCLOSURE OF PRINCIPALS

The principals and partners of Nevada H.A.N.D., Inc. *and all persons and entities holding more than 1% interest in Nevada H.A.N.D., Inc. or any principal of Nevada H.A.N.D., Inc.* are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Glenn Barton	8363 W. Sunset Rd., Ste. 101, LV, NV 89113	702-316-5811
2. Eloiza Martinez	1700 E. Charleston, Blvd, LV, NV 89104	702-765-1968
3. Carmen Rodriguez	650 White Dr., Ste. 160, LV, NV 89119	702-932-8700
4. Ed Rowe	3201 South Mojave, Ste. 320, LV, NV 89121	702-320-5969
5. Duane Sonnenberg	34 W. Owens Ave., NLV, NV 89030	702-6570123
6. Francis Odom	4343 E. Sunset Road, \Henderson, NV 89104	702-949-9800
7. Fred Shapiro	2570 W. Horizon Ridge Pkwy. # 212, Henderson, NV	702-260-7609
8. Stan Herman	P. O. Box 82005, Las Vegas, NV 89	702-838-9226
9. PNC Multifamily Capital	121 SW Morrison Ste. 1300, Portland, OR 97204	702-635-6556

Continue list until full and complete disclosure is made.

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

Nevada H.A.N.D., Inc.

A Nevada non-profit

By: _____

Title: _____

Subscribed and sworn to before me this
_____ day of _____, _____.

Notary Public

Attachment "II"
PROMISSORY NOTE
(SECURED – ALL INCLUSIVE)

\$1,162,000

Las Vegas, Nevada
May , 2005

FOR VALUE RECEIVED, the undersigned Bonanza Pines III Limited Partnership, a Nevada limited partnership having an address at 295 E. Warm Springs Road, Ste, 101, Las Vegas, NV 89119 (herein "Maker") hereby promises to pay to the order of Nevada H.A.N.D., Inc., a Nevada non-profit corporation (herein "Holder"), at 295 E. Warm Springs Road, Ste, 101, Las Vegas, NV 89119, or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of one million one hundred sixty two thousand dollars, (\$1,162,000). This Note will be recourse to the Maker and shall bear interest at 3% per annum, compounded annually, which will accrue during the term of the Note.

Payments of principal and interest shall be paid as follows:

Payments of principal and interest shall be paid as follows: On the date that disbursements are made to the general partners under Maker's amended and restated partnership agreement dated as of _____ (as it may be amended, the "Partnership Agreement"), Maker shall make principal and interest payments to Holder after payment of the Partnership Management Fee as required under the Partnership Agreement, from 80% of remaining the Gross Cash Receipts of Operations until the principal balance hereunder is reduced to \$100,000. Thereafter, Maker shall make payments of interest only, after payment of the Partnership Management Fee as required under the Partnership Agreement from 80% of remaining the Gross Cash Receipts of Operations to Holder. Capitalized terms not defined hereunder shall have the meanings given to such terms in the Partnership Agreement.

Each payment is to be applied when received first to any expenses reimbursable to Holder, second to any unpaid interest and third, any balance shall be used to reduce the principal balance.

The indebtedness represented by this Promissory Note (the "Note") shall be all due and payable in its entirety on the earlier of (i) that date which is thirty(30) years from the date hereof, or (ii) the date upon which the City Obligation (as defined below) shall become due and payable whether upon default thereunder, by acceleration or otherwise. Maker shall have the right to prepay the indebtedness evidenced hereby in full, or in part, at any time.

Except as otherwise provided herein or in the Assignment of Deed of Trust (as defined below), as long as Maker is in full compliance with all of its obligations under this Note and the Assignment of Deed of Trust, by its acceptance hereof, Holder agrees to perform all obligations of Holder, to the extent not agreed to be performed by Maker hereunder or under the Assignment of Deed of Trust as defined in the HOME Investment Partnerships ("Home") Program And/Or Low Income Housing Trust Fund ("LIHTF") Program Agreement To Fund to Bonanza Pines III,

dated as of January 19, 2005 ("City Obligation") which said City Obligation will be secured by a pledge of the Note and the Assignment of the All Inclusive Deed of Trust, executed by Bonanza Pines III LP in favor of City of Las Vegas (the "City Lender").

In the event Holder shall fail to timely and fully pay and perform any of the obligations required to be performed by Holder as provided herein, in addition to any other rights and remedies available to Maker, Maker shall be entitled to pay and perform the City Obligations and offset against the amounts due Holder hereunder the full amount of all sums paid and/or costs incurred in connection with Maker's payment and performance of the City Obligations.

The Maker and any endorsers or guarantors hereof and all others who may become liable for all or part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time thereafter, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option.

Time is expressly made of the essence with respect to every provision hereof and the Assignment of the Deed of Trust. This Note shall be governed by, construed and enforced in accordance with the laws of the State of Nevada.

This Note is secured by the certain Assignment of the Deed of Trust of even date herewith executed by Maker, aka Trustor to Nevada H.A.N.D., Inc., as trustee, in favor of Holder, as beneficiary, which All-Inclusive Deed of Trust (The "All-Inclusive Deed of Trust") encumbers that certain real property more particularly described therein (the "Property").

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by Promissory Note Secured by Deed of Trust dated _____, 2005 in the original principal amount of approximately \$7,700,000 issued by Maker and payable to Wells Fargo Bank, National Association to the extent and the manner provided in those certain Subordination Agreements recorded concurrently with the All-Inclusive Deed of Trust, between Wells Fargo Bank, Holder, and Maker (the "Subordination Agreement"). The All-Inclusive Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Deed of Trust securing the respective Promissory Notes described above as more fully set forth in the Subordination Agreements

The rights and remedies of the payee and each subsequent holder of this Note under the All-Inclusive Deed of Trust securing this Note are subject to the restrictions and limitations set forth

in the Subordination Agreement. Each subsequent holder of the Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement.

Maker hereby specifically acknowledges, confirms and agrees that: (i) Maker has received copies of the documents and instruments evidencing and/or security the City Obligation (collectively, the "City Obligation Documents"), (ii) Maker has reviewed and understands all of the provisions of the City Obligation Documents, this Note and the All-Inclusive Deed of Trust, and has reviewed the same with legal counsel of Maker's own choosing, (iii) Maker has not requested, received, or relied upon any legal advice, representations or warranties from Holder in connection with the City Obligation Documents, this Note or the All-Inclusive Deed of Trust, and (iv) as between Maker and Holder, Maker shall be primarily responsible for and hereby expressly covenants and agrees to fully and timely perform, all of the obligations of Holder under, arising out of or with respect to the City Obligation Documents including, without limitation, payment of taxes, maintenance of the Property, compliance with low income housing restrictions, recorded covenants, conditions and restrictions, applicable laws, etc. but excluding the obligation to make payment of the County Obligations.

IN WITNESS WHEREOF, the Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

Bonanza Pines III Limited Partnership,
a Nevada Limited Partnership

By: HAND Enterprises, Inc., a Nevada non profit
corporation, as General Partner
A board controlled affiliate of Nevada H.A.N.D., Inc.

By: _____
Michael Mullin, President

ATTACHMENT "III"

APN # 140-30-802-007

WHEN RECORDED MAIL TO:

Mr. Michael Mullin, President
Nevada H.A.N.D., Inc.
295 E. Warm Springs Rd.
Ste. 101
Las Vegas, NV 89119

ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

This ALL-INCLUSIVE DEED OF TRUST, made this _____ day of May, 2005, between Bonanza Pines III Limited Partnership herein called TRUSTOR, whose address is 295 E. Warm Springs Rd., Ste. 101, Las Vegas, Nevada 89119, and Equity Title, a Nevada Corporation herein called TRUSTEE, and Nevada H.A.N.D., Inc., herein called BENEFICIARY,

WITNESSETH: That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale, that property in the City of Las Vegas, State of Nevada, described on Exhibit "A" attached hereto.

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents issues and profits.

For the Purpose of Securing (1) payment of the sum of \$1,162,000 with interest thereon according to the terms of the All-Inclusive Promissory Note of even date herewith (Hereinafter "the Secured Note") made by Trustor, payable to the order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein.

A. HOME/LIHTF CONTRACT:

1. This is an All-Inclusive Deed of Trust, securing (1) the Secured Note and (2) the obligations of the Beneficiary to the City of Las Vegas, under the Agreement to Loan HOME Investment Partnerships Program ("HOME") Funds to Nevada H.A.N.D., Inc. dated January 19, 2005 hereinafter referred to as the "HOME/LIHTF Agreement."
2. The Trustor shall abide by the terms of the HOME/LIHTF Agreement. Trustor agrees to use the property to construct and rent decent, safe, and sanitary units to a HOME/LIHTF Program eligible recipient. Trustor agrees to maintain and operate the above-described property as a drug-free environment. Trustor agrees to maintain eleven (11) of (HOME/LIHTF assisted units) within the above-described property as Affordable

Housing for a period of 30 years from the date of execution of this Deed of Trust, unless terminated earlier pursuant to the HOME/LIHTF Agreement. Trustor agrees to abide by the HOME/LIHTF rules, specifically 24 CFR 92, NRS 319, NAC 319 and the Trust Fund Administrative Guidelines, as applicable.

3. Trustor agrees to repay \$1,162,000 in HOME/LIHTF Program funds upon prohibited sale or transfer of the Property as provided by the HOME/LIHTF Agreement; provided, however, that the foregoing shall only apply to transfers of the Property and not to transfers of membership interest in Trustor.

City of Las Vegas requests that a copy of any Notice of Default and any Notice of Sale hereunder be mailed to it at City of Las Vegas, Neighborhood Services Department, 400 Stewart Avenue – 2nd Floor, Las Vegas, NV 89101.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish and build thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-Inclusive Deed of Trust.
4. To pay; (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust/

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the

security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise and encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers; pay reasonable expenses, employ counsel and pay reasonable attorneys fees.

5. To pay immediately and with out demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditures at the rate provided in the Secured Note.

C. IT IS MUTUALLY AGREED:

1. that any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money's received by it in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
2. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the HOME/LIHTF Agreement. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder.
3. That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may, reconvey any part of said property consent to the making of nay map or plat thereof, join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "the person or persons legally entitled thereto."
6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness hereby secured, enter upon and take possession of said property or any part thereof in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.
7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with the Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time may then be required by law following the recordation of said notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall see said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying the property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase as such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, include costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to

payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the secured Note; all other sums then secured hereby; and the remainder, if any to the person or persons legally entitle thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the Office of the recorder of county or counties where said property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The Term Beneficiary shall mean the owner and holder, including pledges of the note secured hereby, whether or not named as Beneficiary herein. In this All-Including Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine and the singular number includes the plural.

10. That the Trustee accepts this Trust when this All-Include Deed of Trust, duly executed and acknowledged, is made a public record as provided. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

11. Beneficiary acknowledges that Trustor intends to enter into a Regulatory Agreement (the "Regulatory Agreement", which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the Code). Beneficiary acknowledges and agrees that, in the event of a foreclosure of its interest under the Mortgage or delivery by the Partnership of a deed in lieu of (collectively, a foreclosure), the following rule contained in Section 42(h)(6)(E)(ii) of the Code shall apply: (This applies to situations where the Property owner has entered into a Regulatory Agreement regarding low income housing and IRS code requirements. This paragraph should be inserted in those situations)

For a period of three (3) years from the date of Foreclosure, with respect to any unit that had been regulated by the Regulatory Agreement, (i) none of the eligible tenants occupying those units at the time of Foreclosure may be evicted or their tenancy terminated (other than for good cause, including but not limited to, the tenants' ineligibility pursuant to regulations of the HOME Program or Section 42 of the Code), (ii) nor may any rent be increased except as otherwise permitted under Section 42 of the Code.

D. THE PARTIES FURTHER AGREE:

1. By Beneficiary's acceptance of the All-Inclusive Deed of Trust, Beneficiary agrees that provided Trustor is not in default on the Secured Note, Beneficiary shall pay all installments of principal and interest which Trust Fund ("LIHTF") Program Agreement ("HOME/LIHTF Agreement"). In the event Trustor shall be in default on the Secured Note, Beneficiary's obligation under the HOME/LIHTF Agreement is deferred until the default under the Secured Note is cured. Should the Beneficiary default in and of the installments as to the payment on the HOME/LIHTF Agreement at a time when Trustor is not in default in performance of the obligations of the Trustor under the Secured Note or this All-Inclusive Deed of Trust, the Trustor, may make said payments directly to the holder of such HOME/LIHTF Agreement; any and all payments so made shall be credited to the Secured Note against the next succeeding installment of principal and interest. Nothing contained herein shall be construed to create a third party beneficiary relationship between the Beneficiary and any other person.

2. Notwithstanding any covenants contained in the HOME/LIHTF Agreement, Beneficiary shall have no further duty under this All-Inclusive Deed of Trust when: (i) the lien of this All-Inclusive Deed of Trust has been extinguished by foreclosure sale or (ii) this All-Inclusive Deed of Trust has been duly reconveyed after payment in full of the Secured Note and subsequent to the payment of beneficiary herein of Trustor's portion of the HOME/LIHTF Agreement which the Beneficiary herein is required to pay to the holder of said HOME/LIHTF Agreement.

Should Trustor be in default under the terms of the Secured Note and if Beneficiary consequently incurs any penalties, charges, or other expenses on account of the HOME/LIHTF Agreement during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

If at any time the total of: the unpaid balance of the Secured Note, the accrued interest thereon, all other sums due under the terms thereof and all sums advanced by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, is equal to or less than the unpaid principal balance of the HOME/LIHTF Agreement and accrued interest thereon, the Secured Note at the option of Beneficiary, shall be canceled and said property shall be reconveyed from the lien of this All-Inclusive Deed of Trust.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property, are applied by the holder of the HOME/LIHTF Agreement in reduction of the unpaid principle amount thereof the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Secured Note.

At such time as the Secured Note becomes fully due and payable, the unpaid indebtedness of principal and interest due on the HOME/LIHTF Agreement.

4. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of the All-Inclusive Deed of Trust may not be more than the sum of the following amounts: (i) The equity of Beneficiary in the note secured hereby being the difference between the then unpaid balance of principal and interest accrued and unpaid on the secured Note on the date of such foreclosure sale and the then unpaid balance of principal and interest so accrued and unpaid on the HOME/LIHTF Agreement as of the date of such foreclosure sale; plus (ii) The aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of the All-Inclusive Deed of Trust, to the extent the same were not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Note secured hereby as permitted by law.

5. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under the All-Inclusive Deed of Trust securing the Secured Note.

6. The following Covenants, Nos. 1, 3, 4 (rate of interest is the default rate stated in the Note), 5, 6, 7 (attorneys fees in the amount provided for in the Note), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this Deed of Trust shall control to the extent that the same are inconsistent with Covenant Nos. 1, 3, 4, 5 and 9 and provided further, that Covenant Nos. 6, 7 and 8 shall control over the express covenants of this Deed of Trust to the extent the same are inconsistent with Covenant Nos. 6, 7 and 8.

7. If a monetary event of default occurs under the terms of any of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give each of the Limited Partners of the Trustor, as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note.

8. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder Beneficiary shall give Trustor and each of the Limited Partners (or Limited Liability Company if that is the case), as identified below or as identified to Beneficiary by written notice, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. If the default is such that it is not reasonably capable of being cured within thirty (30) days

or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Secured Note.

9. Beneficiary shall give Limited Partner written notice of any default under the Loan Documents, and the cure periods contained in Paragraphs 7 and 8 above shall commence on the effective date of any such notice, at the following address:

Investor Limited Partner and
Special Limited Partner:

(Either LP or LLC)

(Name of Investor Limited Partner
and Special Limited Partner
Address
Phone
Fax

With a copy to:

Bonanza Pines III Limited Partnership
295 E. Warm Springs Road, Ste. 101
Las Vegas, NV 89119
Phone
Fax

10. Any cure periods available to the Limited Partners, shall commence upon the date of any such notice to the Limited Partners.

TRUSTOR: Bonanza Pines III, a Nevada Limited Partnership (or LLC)

By: (HAND Enterprises, Inc.), a Nevada non-profit corporation as General
Partner
A Board controlled affiliate of Nevada H.A.N.D. Inc.

By _____
Michael Mullin, President

STATE OF NEVADA)

ss

COUNTY OF CLARK)

On this _____ day of _____, 200____, _____ personally appeared
before me a Notary Public in and for said County and State, and is known to me to be the person
described in and who executed the within and foregoing instrument, and who acknowledged to

me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

BENEFICIARY: Nevada H.A.N.D., Inc., A Nevada nonprofit corporation

By: _____
Michael Mullin, President

STATE OF NEVADA)

ss

COUNTY OF CLARK)

On this _____ day of _____, 200____, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

TRUSTEE: Equity Title

By: _____

Its: _____ (Title)

STATE OF NEVADA)

ss

COUNTY OF CLARK)

On this _____ day of _____, 200____, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to

me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

ATTACHMENT "IV"

APN # 140-30-802-007

When recorded, return to:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, Nevada H.A.N.D., Inc., a Nevada nonprofit corporation, hereby grants, assigns and transfers to the City of Las Vegas, all of the undersigned's right, title and interest in that certain Deed of Trust, dated as of May_____, 2005 and recorded in the Official Records of the County Recorders Office for the County of Clark on _____ as Instrument No. _____ (the "**Deed of Trust**"), together with the undersigned's right, title and interest in and to that certain Promissory Note in the amount of \$1,162,000 executed by Bonanza Pines III Limited Partnership, a Nevada limited partnership in favor of the undersigned which is described in the Deed of Trust, the money due and to become due thereon with interest and all rights accrued or to accrue under the Deed of Trust. The Deed of Trust encumbers that certain real property described on the attached Exhibit A.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Deed of Trust as of _____.

Nevada H.A.N.D., Inc., a Nevada non profit corporation

By: _____
Michael Mullin, President

STATE OF NEVADA)

ss

COUNTY OF CLARK)

On this _____ day of _____, 200____, _____ personally appeared before me a Notary Public in and for said County and State, and is known to me to be the person described in and who executed the within and foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my H.A.N.D. and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires _____

ATTACHMENT "V"

NOTE PLEDGE AGREEMENT

This NOTE PLEDGE AGREEMENT (this "**Agreement**") is made and entered into as of May _____, 2005, by Nevada H.A.N.D., Inc., a Nevada nonprofit corporation (the "**Pledgor**"), in favor of the City of Las Vegas ("**Secured Party**"), with reference to the following facts:

A. Pledgor and Secured Party executed that certain Agreement Between the City of Las Vegas and Nevada H.A.N.D., Inc., dated as of May _____, 2005 in the stated principal amount of One Million One Hundred Sixty Two Thousand Dollars (\$1,162,000) ("**HOME/LIHTF Agreement**").

B. As security for the full and timely payment of the amounts due under the HOME/LIHTF Agreement, Pledgor has agreed to execute and deliver this Agreement and to grant to Secured Party a security interest in all of the "**Collateral**" (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor agrees with Secured Party as follows:

1. Security Interest. The Pledgor hereby assigns, transfers and grants to Secured Party and there is hereby created in favor of Secured Party, a security interest under the Nevada Commercial Code in and to all of the Pledgor's right, title and interest in and to that certain Promissory Note, dated May _____, 2005, executed by Bonanza Pines III Limited Partnership, a Nevada limited partnership ("**Owner**") in favor of Pledgor in the original amount of One Million One Hundred Sixty Two Dollars (\$1,162,000) (the "**Secured Note**") and that certain Deed of Trust (the "**Deed of Trust**") now in the possession of or to be delivered to Secured Party, together with any and all extensions, modifications, renewals and substitutions therefore, all rights to payment, insurance policies, collateral and general intangibles arising thereunder or in connection therewith, and any and all proceeds, products, substitutions, replacements or accessions of any of the foregoing (collectively, the "**Collateral**").
2. Delivery of Collateral. Concurrently with the execution of this Agreement, or as soon thereafter as may be reasonably practicable, the Pledgor shall deliver or cause to be delivered to Secured Party the following: *The executed original Note, attached to which shall be an Allonge in the form of that attached as Exhibit "F" hereto, duly executed by the Pledgor; The as-recorded, executed original Deed of Trust, together with an Assignment of Deed of Trust in the form of that attached as Exhibit "B" hereto, duly executed by the Pledgor, assigning to Secured Party all of the Pledgor's interest in and to the Deed of Trust; and*

To the extent not included in the foregoing, any and all other instruments, agreements or contracts representing or evidencing the Collateral in suitable form for transfer by delivery.

3. Obligations to be Secured. The security interest granted to Secured Party hereunder shall secure: (i) The due, prompt and complete performance and observance by Pledgor of each and all of the terms and conditions of the HOME/LIHTF Agreement (including any and all modifications, extensions and/or renewals thereof) and (ii) any other documents securing or executed in connection with the HOME/LIHTF Agreement; and (iii) the due, prompt and complete performance and observance of each and all of the agreements of the Pledgor contained herein.

4. Representations of Pledgor. The Pledgor hereby represents and warrants to Secured Party that:

no monetary default exists under the Secured Note or the Deed of Trust;

(b) the Pledgor is the owner of the Collateral;

(c) the Pledgor has the right to pledge the Collateral and that the same is genuine, enforceable according to its terms, free from liens, adverse claims, setoffs, default, defenses and conditions precedent of any kind or character, and that the Pledgor has executed no prior assignment of any portion of the Collateral;

the Pledgor has not executed any release, discharge, satisfaction or cancellation of the HOME/LIHTF Agreement or Deed of Trust;

the Pledgor has not released any portion of the security described in the Deed of Trust from the lien of the Deed of Trust;

the execution of this Agreement by the Pledgor and the creation of security interests in the Collateral in favor of Secured Party are within the Pledgor's power and the Pledgor is authorized to take such action and same does not and will not violate any of the terms or conditions of any contracts or agreements to which the Pledgor is or will be a party; and

there is no action, legal, administrative or other proceeding pending or threatened against the Pledgor's title to the Collateral or against the Pledgor's grant of a security interest therein hereunder.

5. Covenants. The Pledgor covenants and agrees to:

(a) keep the Collateral free and clear of all defenses, rights of offset and counterclaims;

(b) from time to time promptly execute and deliver to Secured Party all such other assignments, certificates, and supplemental writings and do all other acts or things as Secured Party may reasonably request in order more fully to evidence and perfect the security interest herein created;

(c) pay to Secured Party the amount of all court costs and attorneys' fees assessed by a court and incurred by Secured Party following default hereunder; and

(d) not create any other security interest in, mortgage or otherwise encumber the Collateral or any part thereof or permit the Collateral to be or become subject to any lien, attachment, execution, sequestration, other legal or equitable process or any encumbrance of any kind or character, except the security interest herein created. Should the Collateral or any part thereof ever be in any manner converted by its issuer or maker into another type of property or any

money or other proceeds ever be paid or delivered to the Pledgor as a result of the Pledgor's rights in the Collateral, then in any such event, all such property, money and other proceeds shall become part of the Collateral, and the Pledgor covenants to forthwith deliver to Secured Party all of the same which is susceptible of delivery, other than money, and, at the same time, if Secured Party deems it necessary and so requests, the Pledgor will properly endorse or assign the same in the manner specified by Secured Party. With respect to any of such property of a kind requiring an additional security agreement, financing statement or other writing to perfect a security interest therein in favor of Secured Party, the Pledgor will forthwith execute and deliver to Secured Party, whatever Secured Party shall deem necessary or proper for such purpose. Should any covenant, duty or agreement of the Pledgor fail to be performed in accordance with its terms hereunder, Secured Party may, but shall not be obligated to, perform or attempt to perform such covenant, duty or agreement on behalf of the Pledgor, and any amount expended by Secured Party in such performance or attempted performance shall become a separate obligation of the Pledgor payable on demand to Secured Party, except to the extent prohibited by applicable law.

6. Use of Collateral by Secured Party

(a) Upon the occurrence of an "Event of Default" (as defined below) hereunder, Secured Party shall have the right to receive all interest, principal payments and other sums now or hereafter payable upon or on account of the Collateral until such time as all obligations hereunder have been satisfied.

(b) Upon the occurrence of an Event of Default hereunder, Secured Party shall have the right at any time (but shall have no obligation), with or without notice and either in its own name or in the name of its nominee or in the name of the Pledgor, at the Pledgor's expense, to:

Collect by legal proceedings or otherwise all interest, principal payments and other sums now or hereafter payable upon or on account of the Collateral, and give receipts for the payments and other sums described above received by Secured Party.

Enter into any extension or other agreement in any way relating to or affecting the security interest of Secured Party in the Collateral and, in connection therewith, dispose of or surrender control of such security interest in the Collateral or any part thereof, and accept other property in addition to or in exchange or substitution therefore, or any part thereof;

Make any compromise or settlement on terms advisable with reference to the Collateral;

Insure, protect and preserve the Collateral; and

Without limiting the generality of the foregoing, exercise all of the rights, powers and remedies of an owner of the Collateral.

7. Attorney-in-Fact. The Pledgor hereby appoints Secured Party its attorney-in-fact, with full power of substitution, to do any act which the Pledgor is obligated by this Agreement to do and to take any action and execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes hereof. Without limiting the generality of the foregoing, Secured Party, as attorney-in-fact of the Pledgor, is authorized to ask, demand, collect, sue for, recover, receive and give acquittance and receipts for monies due and to become due under or in connection with the Collateral, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection therewith, to file any claims or take any actions which Secured Party may deem to be necessary or desirable for the collection thereof. The appointment of Secured Party as attorney-in-fact of the Pledgor is irrevocable and coupled with an interest.

8. Duties and Rights of Secured Party. The Pledgor agrees that Secured Party shall have no liability of any kind or nature whatsoever with respect to the Collateral, other than to hold, release or dispose of the same in accordance with the terms and provisions of this Agreement.

9. Further Acts of Pledgor. The Pledgor shall, at the reasonable request of Secured Party, execute (either alone or with Secured Party, as Secured Party may require) and deliver to Secured Party any instruments and/or documents, and the Pledgor will perform all actions, which from time to time may be necessary to carry into effect the provisions of this Agreement or to establish or maintain a perfected security interest in the Collateral.

10. Default. The occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder:

- (a) any default in the prompt and complete payment or performance of any term, condition or covenant in favor of Secured Party contained in this Agreement;
- (b) any default of Pledgor under the HOME Agreement or any other agreement or instrument delivered pursuant hereto; and
- (c) the initiation of steps by any third party to obtain a lien, levy or writ of attachment or garnishment upon any or all of the Collateral or substantially all of the other property of the Pledgor or to affect any of the Collateral or any such other property by other legal process, unless the same is dismissed within thirty (30) days after the initiation thereof.

11. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the rights and remedies of a secured party under the Nevada Commercial Code, or under any other applicable law, together with any and all of the rights and remedies provided in this Agreement. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses, including without limitation those attorneys' fees and legal expenses incurred by Secured Party in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving the Pledgor which in any way affects the exercise by Secured Party of its rights and remedies hereunder. Without limiting the generality of the foregoing, Secured Party may exercise its rights with respect to the Collateral without any necessity on the part of Secured Party first to realize upon or enforce any of the other security now or hereafter held for any obligation secured hereby.

12. No Implied Waivers. The several rights and remedies of Secured Party hereunder or herein referred to shall, to the fullest extent permitted by law, be construed as cumulative, and none of said rights and remedies is exclusive of the others. No delay or omission on the part of Secured Party in exercising any right or remedy created by, connected with or provided for in this Agreement or arising from any default by the Pledgor or by any other person, the performance of whose obligations is secured hereby, shall be construed as or deemed to be an acquiescence in or a waiver of such default or waiver of or limitation upon the right of Secured Party to exercise, at any time and from time to time thereafter, any right or remedy under this Agreement. No waiver of any breach of any of the covenants or conditions in this Agreement shall be deemed to be a waiver of or acquiescence in or consent to any previous or subsequent breach of the same or any other covenant or condition.

13. Entire Agreement. This Agreement, together with the other documents and instruments referred to herein, contains the entire understanding and agreement of the Pledgor and Secured Party with respect to the subject matter hereof and may not be altered or amended in any way except by the written agreement of said parties. No provision of this Agreement or right of Secured Party hereunder can be waived nor shall the Pledgor be released from its obligations hereunder except by a writing duly executed by Secured Party. Where necessary herein, all terms used in the singular shall apply to the plural and all terms used in the neuter shall apply to the masculine and feminine genders.

14. Transfer of Indebtedness. Upon the transfer by Secured Party of all or any portion of the indebtedness secured hereby, Secured Party may transfer therewith all or any portion of the security interest created hereunder, but Secured Party shall retain all of its rights hereunder with respect to any part of such indebtedness and any part of its security interest hereunder not so transferred.

15. Terms; Binding Effect. This Agreement shall be and remain in full force and effect until each of the obligations secured hereby has been fully performed or paid, at which time this Agreement shall automatically terminate and Secured Party shall promptly return to the Pledgor possession of the Annabelle City Note, the Deed of Trust and all other instruments comprising the Collateral then in the possession of Secured Party. Each of the provisions hereof shall be binding upon the Pledgor and the Pledgor's legal representatives, successors and assigns and shall inure to the benefit of Secured Party, and its legal representatives, successors and assigns.

16. Paragraph Headings. All paragraph headings herein are included only for convenience of reference and are not intended to limit or amplify any term or provision of this Agreement.

17. Severability. If any provision of this Agreement, as applied to any part or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void, invalid or unenforceable, then the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of the other provisions of this Agreement.

18. Notices Any notices or other communications required or permitted to be given by this Agreement or any other documents and instruments referred to herein must be given in writing and personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the address of such party as follows:

Pledgor:

Secured Party: City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the day it is personally delivered or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its address for purposes of this Agreement by giving notice of such change to the other parties pursuant to this Paragraph 18.

19. Demands, Notices, Etc., Commercially Reasonable Sale. All demands of performance, advertisements, notices of sale or retention, as well as the presence of the Collateral at any sale and the constructive possession of the Collateral by the person conducting any sale, except only as provided by Nevada Commercial Code Section 9504(3), are hereby specifically waived by the Pledgor. Furthermore, the parties hereto deem the following to be commercially reasonable in compliance with said Section 9504(3): After default, Secured Party may apply, set off, collect or sell in one or more sales the whole or any part of the Collateral in such order as Secured Party elects; any such sale may be public or private and conducted at Secured Party's place of business or at any other place deemed in good faith by Secured Party to be commercially reasonable; any

such sale may be either for cash, notes or property upon credit, at such price or prices as Secured Party in good faith considers fair; any such sale may be conducted by an officer or agent of Secured Party who may do other acts required to be done under Nevada Commercial Code Section 9504(3) and may deliver possession of the Collateral so sold to the purchaser or purchasers thereof; and Secured Party in its own right and free from any claim of the Pledgor and from any right of redemption may purchase and hold any of the Collateral at any such sale. Secured Party shall not be obligated to make any sale of the Collateral if it shall determine not to do so, regardless that a notice of sale of the Collateral may have been given. Secured Party may adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. Upon completion of any sale or sales under and by virtue of this Agreement, Secured Party shall cause the Collateral to be assigned to the purchaser or purchasers thereof. The Pledgor, at the request of Secured Party, shall ratify and confirm any such sale or sales by executing and delivering to the purchaser or purchasers all such further assignments and other documents as may be deemed necessary by Secured Party for the purpose of further confirming as may be required by Secured Party the sale and assignment of such portion of the Collateral as shall have been sold thereby. Upon the completion of each such sale or sales under or by virtue of this Agreement, each such sale or sales shall operate to transfer to the purchaser or purchasers thereat all of the rights of the Pledgor in and to the Collateral sold and, to the extent permitted by law, shall be a perpetual bar both at law and in equity against the Pledgor and all persons claiming, or who may claim, by, through or under the Pledgor, any right or interest in and to such portion of the Collateral. If a sale of any of the Collateral is made on credit or for future delivery, the Collateral sold may be retained by Secured Party until the selling price is paid in full by the purchaser thereof, but Secured Party shall have no liability in the event the purchaser thereof fails to take up and pay for the Collateral so sold. In case of any such failure, such Collateral may be resold in such manner as Secured Party deems appropriate. The Pledgor hereby waives to the extent permitted by applicable law any claims against Secured Party arising by reason of the fact that the price at which the Collateral may be sold at such a private sale is less than the price which might be obtained at a public sale or less than the aggregate amount of the indebtedness and obligations secured hereby even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree.

20. Application of Proceeds. All sums received or collected by Secured Party, whether before or after default on or on account of the Collateral, including, without limitation the proceeds of any sale or disposition thereof, shall be applied toward the payment of any obligations, liability or claim arising in connection with this Agreement, and to the payment of any advances, charges, costs and expenses incurred or paid by Secured Party and secured hereby, all in such order and manner as Secured Party in its sole discretion determines. Secured Party shall pay any balance to the Pledgor or to the person or persons entitled thereto upon proper demand being made therefore.

21. Attorneys' Fees. If any action is commenced to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and reimbursement for any other expenses incurred in connection therewith.

22. Survival of Representations and Warranties. All representations, warranties and covenants of Pledgor contained herein or incorporated herein by reference shall survive during the term of this Agreement and shall remain continuing obligations, warranties and

representations of Pledgor during such time as all or any portion of the obligations secured hereby remain outstanding.

23. Time of Essence. Time is hereby declared to be of the essence of this Agreement and of every part hereof.

24. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

25. Applicable Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the Pledgor has caused this Agreement to be executed as of the date first above written.

PLEDGOR:

Nevada H.A.N.D., Inc., a Nevada non profit corporation

By: _____

Michael Mullin, President

EXHIBIT "F"

ALLONGE

To be attached to that certain Promissory Note, dated May _____, 2005 in the original amount of One Million One Hundred Sixty Two Thousand Dollars (\$1,162,000) executed by Bonanza Pines III Limited Partnership, a Nevada limited partnership, (or LLC, a Nevada limited liability company) in favor of Nevada H.A.N.D., Inc., a Nevada nonprofit corporation.

Pay to the order of City of Las Vegas WITHOUT RECOURSE.

Dated: _____

Nevada H.A.N.D., Inc., a Nevada non profit corporation

By: _____
Michael Mullin, President

EXHIBIT "G"

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, Nevada H.A.N.D., Inc., a Nevada nonprofit corporation, hereby grants, assigns and transfers to the City of Las Vegas, all of the undersigned's right, title and interest in that certain Deed of Trust, dated as of _____ and recorded in the Official Records of the County Recorders Office for the County of Clark on _____ as Instrument No. _____ (the "**Deed of Trust**"), together with the undersigned's right, title and interest in and to that certain Promissory Note executed by Bonanza Pines III Limited Partnership, a Nevada limited partnership, in favor of the undersigned which is described in the Deed of Trust, the money due and to become due thereon with interest and all rights accrued or to accrue under the Deed of Trust.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Deed of Trust as of _____ (date).

Nevada H.A.N.D., Inc., a Nevada non profit corporation

By: _____
Michael Mullin, President

ATTACHMENT VII

REQUEST FOR NOTICE

under NRS 107.090

IN ACCORDANCE with Chapter 107 NRS, request is hereby made that a copy of any Notice of Default of any Notice of Sale under the Deed of Trust recorded _____, as Document No. _____ in Book No. _____ of Official Records, Clark County, Nevada, and describing land therein as:

See attached Legal Description:

Executed by Bonanza Pines III Limited Partnership as Trustor, in which the City of Las Vegas is named as Trustee and Beneficiary, be mailed to City of Las Vegas Neighborhood Services Department at 400 Stewart Avenue, 2nd Floor, Las Vegas NV 89101-2986.

Bonanza Pines III Limited Partnership
By: HAND Enterprises, Inc.,
Its General Partner
A Board controlled affiliate of Nevada H.A.N.D., Inc.

Michael Mullin, President
Dated _____

State of Nevada)
County of Clark)

On this _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael Mullin as Executive Director, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntary and for the uses and purposes therein mentioned.

Notary Public

WHEN RECORDED MAIL TO:

City of Las Vegas
Attention: Neighborhood Services Department,
Neighborhood Development Division,
400 Stewart Avenue
Las Vegas, Nevada, 89101 2986

DISCLOSURE OF PRINCIPALS

The principals and partners of Nevada H.A.N.D., Inc. *and all persons and entities holding more than 1% interest in Nevada H.A.N.D., Inc. or any principal of Nevada H.A.N.D., Inc. are the following:*

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Glenn Barton	8363 W. Sunset Rd., Ste. 101, LV, NV 89113	702-316-5811
2. Eloiza Martinez	1700 E. Charleston, Blvd, LV, NV 89104	702-765-1968
3. Carmen Rodriguez	650 White Dr., Ste. 160, LV, NV 89119	702-932-8700
4. Ed Rowe	3201 South Mojave, Ste. 320, LV, NV 89121	702-320-5969
5. Duane Sonnenberg	34 W. Owens Ave., NLV, NV 89030	702-6570123
6. Francis Odom	4343 E. Sunset Road, Henderson, NV 89104	702-949-9800
7. Fred Shapiro	2570 W. Horizon Ridge Pkwy. # 212, Henderson, NV	702-260-7609
8. Stan Herman	P. O. Box 82005, Las Vegas, NV 89	702-838-9226
9. PNC Multifamily Capital	121 SW Morrison Ste. 1300, Portland, OR 97204	702-635-6556

Continue list until full and complete disclosure is made.

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

Nevada H.A.N.D., Inc.

A Nevada non-profit

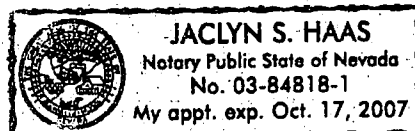
By: Michael Ullrich

Title: President

Subscribed and sworn to before me this

4th day of May, 2005.

Jaclyn S. Haas
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of First Supplemental Interlocal Contract LAS16E04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for design of the Rancho Detention Basin Phase II (\$317,636 - Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$317,636.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	CCRFCDD

PURPOSE/BACKGROUND:

The First Supplemental Interlocal Contract LAS16E04 will increase design funding for the Rancho Detention Basin Phase II. The Clark County Regional Flood Control District approved this contract at their December 9, 2004 Board Meeting. Total cost of this project shall not exceed \$370,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS16E04

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

RANCHO DETENTION BASIN, PHASE II

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of December, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are generally identified in the 2002 Master Plan, Structure No. RCHO 0062 hereinafter referred to as "PROJECT"; and

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

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

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

WHEREAS, an Interlocal Contract for the engineering design for Rancho Detention Basin Phase II was entered into between the DISTRICT and the CITY on July 8, 2004; and

WHEREAS, the CITY wishes to increase funding for engineering design; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

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

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed \$370,000.
2. The total cost of the contract shall not exceed \$370,000 which includes all of the items described in paragraph one above.

3. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
4. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

All other sections of the interlocal contract dated July 8, 2004 shall remain unchanged.

IN WITNESS WHEREOF, this First Supplemental Interlocal contract is hereby executed as of the date first set forth above.

Date of District Action:

December 9, 2004

ATTEST:

REGIONAL FLOOD CONTROL DISTRICT

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

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Christopher Figgs
CHRISTOPHER FIGGS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

1/19/05
ATTEST:

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Thomas A. Green 12/16/04
Date

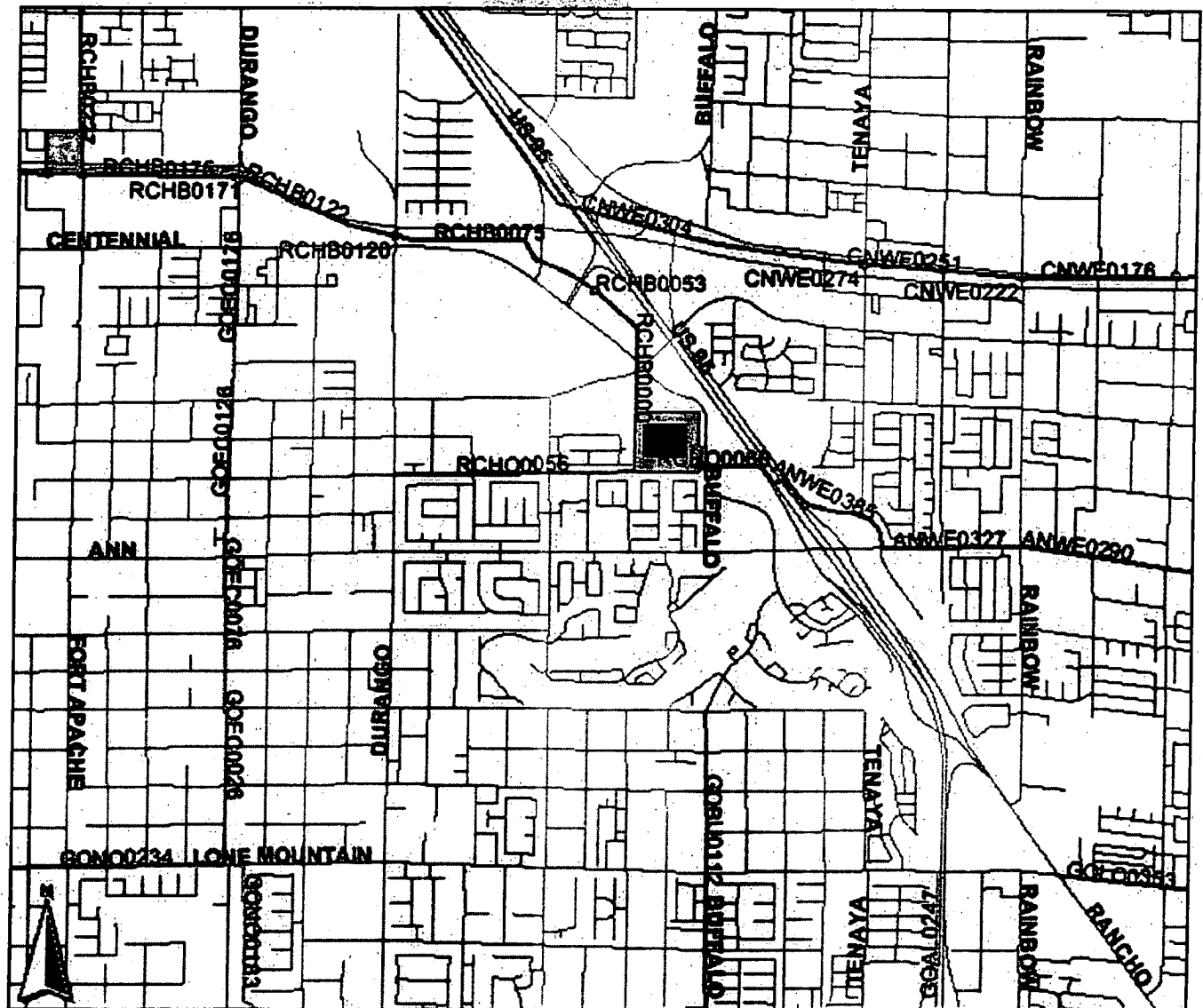


Exhibit A
Rancho Detention Basin Phase II
RCHO 0062

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of First Supplemental Interlocal Contract LAS16F04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFGD) to increase funding for design of the Rancho Road System (El Campo Grande Storm Drain) (\$124,200 - Clark County Regional Flood Control District) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$124,200.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	CCRFGD

PURPOSE/BACKGROUND:

The First Supplemental Interlocal Contract LAS16F04 will increase design funding for the Rancho Road System (El Campo Grande Storm Drain). The Clark County Regional Flood Control District approved this contract at their December 9, 2004 Board Meeting. Total cost of this project shall not exceed \$300,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract LAS16F04

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT

RANCHO ROAD SYSTEM (EL CAMPO GRANDE STORM DRAIN)

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 9th day of December, 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are generally identified in the 2002 Master Plan, Structure No. RCHO 0056 hereinafter referred to as "PROJECT"; and

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

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

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

WHEREAS, an Interlocal Contract for the engineering design for Rancho Road System (El Campo Grande Storm Drain) was entered into between the DISTRICT and the CITY on July 8, 2004; and

WHEREAS, the CITY wishes to increase funding for engineering design; and

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

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

The DISTRICT agrees to fund project costs within the limits specified below:

1. The engineering and design shall not exceed \$300,000.
2. The total cost of the contract shall not exceed \$300,000 which includes all of the items described in paragraph one above.

3. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
4. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

All other sections of the interlocal contract dated July 8, 2004 shall remain unchanged.

IN WITNESS WHEREOF, this First Supplemental interlocal Contract is hereby executed as of the date first set forth above.

Date of District Action:

December 9, 2004
ATTEST:

REGIONAL FLOOD CONTROL DISTRICT

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

Carolyn Frazier
CAROLYN FRAZIER
Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action:

CITY OF LAS VEGAS

1/19/05
ATTEST:

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

12/16/04
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Fourth Supplemental Interlocal Contract LAS19A99 between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion to December 30, 2005 for the Owens Avenue System - Rancho Drive to I-15 project - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Fourth Supplemental Interlocal Contract LAS19A99 will extend the date of completion to December 30, 2005 for the Owens Avenue System - Rancho Drive to I-15. The extension will allow time to resolve billing issues. The Clark County Regional Flood Control District approved this contract at their December 9, 2004 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Fourth Supplemental Interlocal Contract LAS19A99

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT
OWENS AVENUE SYSTEM - RANCHO DRIVE TO I-15

THIS FOURTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 9th day of December 2004 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are generally identified in the 1997 Master Plan Update of the Las Vegas Valley as LVOW 0000 and 0146 hereinafter referred to as the "PROJECT"; and

WHEREAS, the flood control improvements proposed herein are generally identified in the 2002 Master Plan Update of the Las Vegas Valley as LVOW 0000 and 0146 hereinafter referred to as the "PROJECT"; and

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

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

WHEREAS, an Interlocal Contract was entered into April 8, 1999 and supplemented on July 13, 2000, December 14, 2000 and January 9, 2003 to provide funds for engineering design, right-of-way and environmental mitigation for the PROJECT; and

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

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

NOW, THEREFORE, in consideration of the covenants, conditions, contracts and promises of the parties hereto, the DISTRICT and the CITY agree to supplement the Interlocal Contract 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 II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 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 April 8, 1999 and supplemented on July 13, 2000, December 14, 2000, and January 9, 2003 shall remain unchanged.

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

December 9, 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:

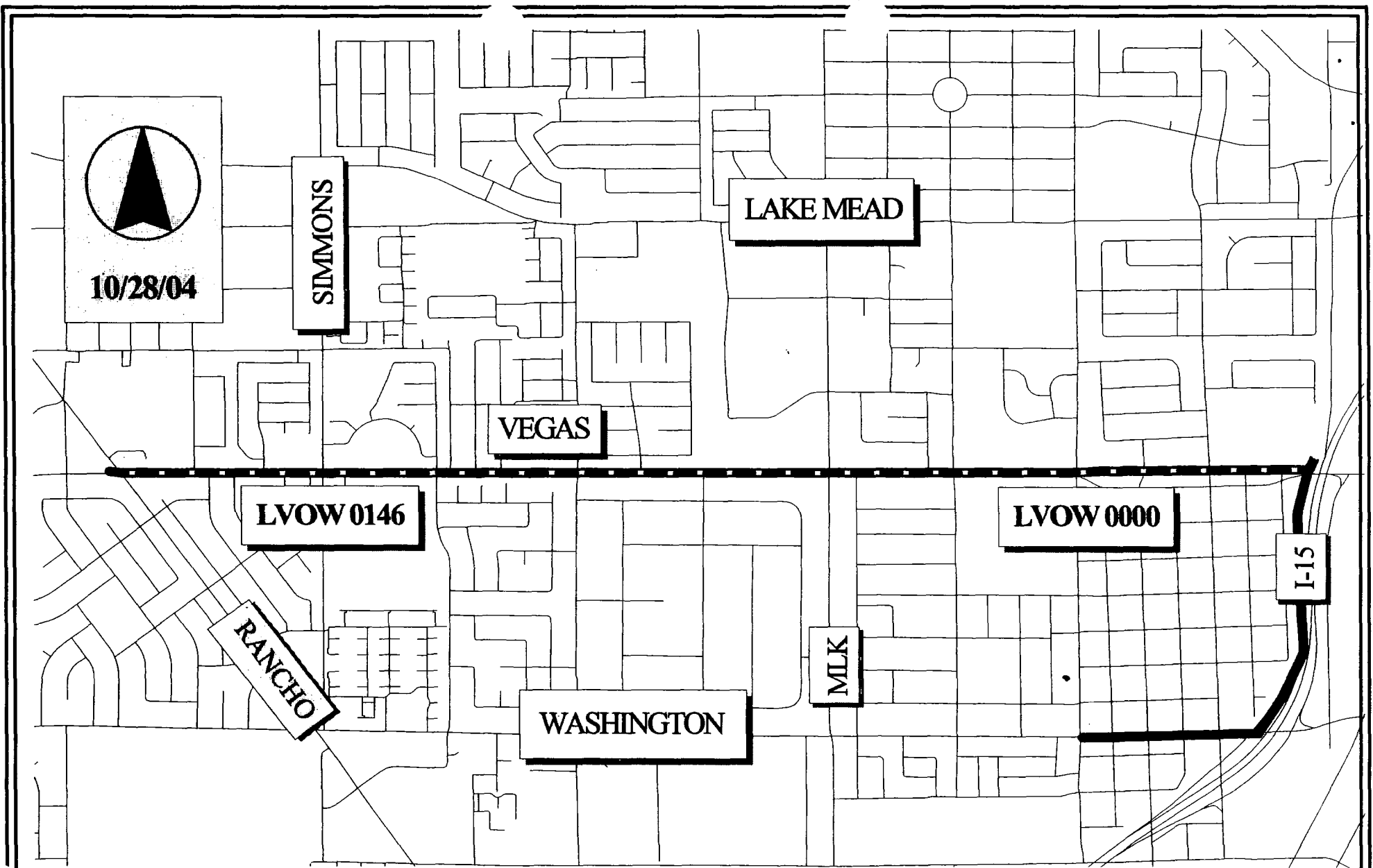
CITY OF LAS VEGAS

1/19/05
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

APPROVED AS TO FORM:
Theresa R. Chen 12/16/04
Date



OWENS AVENUE SYSTEM (RANCHO DRIVE TO I-15)

EXHIBIT A - LAS.19.A.99

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Eighth Supplemental Interlocal Contract LAS10D95 between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion to December 31, 2005 for the Gowan North Channel - Gowan North Detention Basin to Durango Drive project - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Eighth Supplemental Interlocal Contract LAS10D95 will extend the date of completion to December 31, 2005 for the Gowan North Channel - Gowan North Detention Basin to Durango Drive. Additional time is needed for design and Right-of-Way acquisition for Phase IV of the project. The Clark County Regional Flood Control District approved this contract at their December 9, 2004 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Eighth Supplemental Interlocal Contract LAS10D95

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

EIGHTH SUPPLEMENTAL INTERLOCAL CONTRACT

GOWAN NORTH CHANNEL – GOWAN NORTH DETENTION BASIN TO DURANGO DRIVE

THIS EIGHTH SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 9th day of December, 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, Structures GONO 0009 through 0423 and GOLM 0000 through 0101, hereinafter referred to as "Project"; and

WHEREAS, the flood control improvements proposed herein are the same as those identified in the 2002 Master Plan Update, Structures GONO 0009 through 0234 and GOLM 0000 through 0101 and GOBW0000 hereinafter referred to as "Project"; and

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

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

WHEREAS, an Interlocal Contract was entered into on July 13, 1995 and supplemented June 13, 1996, July 11, 1996, December 11, 1997, December 10, 1998, February 10, 2000, January 10, 2002, and January 9, 2003 to provide funds for design engineering and right-of-way for the Project; 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 supplemental interlocal contracts as follows:

SECTION III - GENERAL paragraph 15 shall be changed to read as follows:

15. The items listed in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 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 13, 1995, and Supplemental Interlocal Contracts dated June 13, 1996, July 11, 1996, December 11, 1997, December 10, 1998, February 10, 2000, January 10, 2002, and January 9, 2003 remain unchanged.

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

DATE OF DISTRICT ACTION:

REGIONAL FLOOD CONTROL DISTRICT

December 9, 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

1/19/05
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

APPROVED AS TO FORM:
Thomas R. Shan 12/16/04
Date

f:\Gowan\NoChannel\DetBasinDurango8s

LAS10D95

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Interlocal Agreement between Clark County, Clark County Regional Flood Control District (CCRFGD), City of Las Vegas (City) and City of North Las Vegas to manage storm water inspections of construction sites within the Las Vegas Valley - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Interlocal Agreement obligates the City to participate as a member of a committee comprised of Clark County, CCRFGD, City of North Las Vegas and City of Las Vegas. The City will authorize the County to conduct storm water inspections of construction sites within the City of Las Vegas as defined within this agreement. The Clark County Regional Flood Control District approved this agreement at their November 10, 2004 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

INTERLOCAL AGREEMENT

**BETWEEN CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD
CONTROL DISTRICT,**

CITY OF LAS VEGAS, & THE CITY OF NORTH LAS VEGAS

**TO MANAGE STORMWATER INSPECTIONS OF CONSTRUCTION SITES
WITHIN THE LAS VEGAS VALLEY OF CLARK COUNTY**

THIS AGREEMENT, is made and entered into the 19th day of January, 2004, by and between Clark County, hereinafter referred to as the COUNTY, with the Clark County Regional Flood Control District, hereinafter referred to as the DISTRICT, the City of Las Vegas and the City of North Las Vegas, all political subdivisions of the state of Nevada.

WITNESSETH

WHEREAS, NRS 277.180 provides that one or more public agencies may enter into agreements for the performance of any activity or undertaking which any of the agencies is authorized by law to perform; and

WHEREAS, Clark County, Clark County Regional Flood Control District, the Cities of Las Vegas, Henderson and North Las Vegas, herein referred to as the COMMITTEE, are co-permittees of the Clark County Municipal Separate Storm Sewer Systems (MS4) Permit Number NV0021911; and

WHEREAS, Responsibility for MS4 Permit compliance is held separately by each agency of the COMMITTEE as defined by Section 6.1 of the MS4 Permit; and

WHEREAS, Section 4.9 of the MS4 Permit requires that inspections of construction site boundaries to ensure that the construction industry does not adversely impact stormwater systems; and

WHEREAS, COUNTY inspectors currently inspect construction sites for compliance with air quality regulations; and

NOW THEREFORE, in consideration of the mutual promises of the parties herein, the parties agree that the DISTRICT will, subject to the terms and conditions set forth herein, fund the COUNTY to conduct construction site inspections as agreed upon in conjunction with the COMMITTEE, within the unincorporated areas of Clark County, and the city limits of Las Vegas and North Las Vegas, and conducted as follows:

SECTION A – DISTRICT OBLIGATIONS

The District agrees to the following:

1. To act as the COMMITTEE representative for purposes of this agreement.
2. To work with the COUNTY, in conjunction with the COMMITTEE as needed, to define inspection program and annual budgetary requirements.
3. To disperse funds to the COUNTY at the end of the fiscal year, for inspection activities and time spent complying with the terms of this interlocal agreement as hereafter determined and mutually agreed to by the COUNTY and the DISTRICT. Funds will be subject to funding availability, as solely determined by the DISTRICT, and the allocation of budgeted funds by the Board of Director of the DISTRICT, in an amount agreed upon by the DISTRICT, not to exceed \$40,000.00 each Fiscal Year.
4. To compile, record and analyze all inspection and training records for compliance with the MS4 Permit.
5. To notify Clark County, State of Nevada, City of Las Vegas or City of North Las Vegas as appropriate, of any violation of stormwater regulations discovered by COUNTY inspectors that are not corrected by onsite personnel.
6. To develop and distribute all training and administrative materials for the purposes of this agreement, in conjunction with the COMMITTEE.
7. To establish and hold semi-annual training seminars for inspectors in conjunction with the COMMITTEE.

SECTION B – COUNTY OBLIGATIONS

The County agrees to the following:

1. To work with the DISTRICT, in conjunction with the COMMITTEE as needed, to define inspection program and annual budgetary requirements.
2. To conduct inspections at the boundaries of 4,000 construction sites each Fiscal Year, identified by the COUNTY in conjunction with the COMMITTEE as needed, to identify illicit discharges to the MS4 system, within unincorporated Clark County, Las Vegas and North Las Vegas at least to the limits of the urbanized area in the Las Vegas Valley, on a routine basis.
3. To develop appropriate administrative processes to properly manage the inspection activity.

4. During normal air quality inspections, COUNTY inspectors will conduct stormwater inspections according to a list provided by the COMMITTEE.
5. To forward all inspection checklist data to the COMMITTEE representative on a quarterly basis.
6. To inform onsite construction site personnel of any activity that the COUNTY inspector deems is a violation of County, Las Vegas, and North Las Vegas stormwater regulations and distribute materials as provided by the COMMITTEE to enable site personnel to correct the activity.
7. To notify the COMMITTEE representative within five (5) business days after inspection that uncovers a violation of local stormwater regulations where enforcement action by the Clark County, State of Nevada, City of Las Vegas or City of North Las Vegas, is deemed necessary.
8. To require at least annual training, provided by the DISTRICT in conjunction with the COMMITTEE, of all COUNTY inspectors who perform stormwater inspections.

SECTION C – CITY OF LAS VEGAS OBLIGATIONS

The City of Las Vegas agrees to the following:

1. To participate as a member of the COMMITTEE and with the commitments as described within this agreement.
2. To authorize the COUNTY to conduct stormwater inspections as defined within this agreement, within the city limits of the City of Las Vegas.

SECTION D – CITY OF NORTH LAS VEGAS OBLIGATIONS

The City of North Las Vegas Agrees to the Following:

1. To participate as a member of the COMMITTEE and with the commitments as described within this agreement.
2. To authorize the COUNTY to conduct stormwater inspections as defined within this agreement, within the city limits of the City of North Las Vegas.

SECTION E – MUTUAL OBLIGATIONS

It is Mutually Agreed:

1. To review and update as appropriate, the inspection program and budgetary requirements for the following fiscal year no later than February 1 of each year

such that budgets can be developed accordingly based upon the level of inspection needs. Current costs for inspections are estimated at \$10 per site, not to exceed \$40,000 or 4,000 sites for each Fiscal Year.

2. That if the inspection program and budgetary requirements for the following fiscal year cannot be agreed upon by the DISTRICT and COUNTY by February 1 of each year, the COUNTY shall not be required to conduct inspections and the DISTRICT shall not be required to provide any funding or to make payments.
3. The COUNTY is authorized to conduct stormwater compliance inspections at construction sites within the city limits of Las Vegas and North Las Vegas and within the unincorporated areas of Clark County in accordance with this agreement, but is not authorized to act as an enforcement agent of the State of Nevada or of any entity named herein.
4. This agreement constitutes the entire understanding between the parties and shall not be modified unless in writing and signed by the parties.
5. Any party may withdraw from this agreement for any reason by providing written notice to all parties sixty (60) days before withdrawal. If Las Vegas and/or North Las Vegas withdraw, COUNTY inspectors will continue inspections until the effective date of the withdrawal, and the DISTRICT will reimburse the COUNTY until the effective date of the withdrawal. If COUNTY withdraws, the COUNTY will continue inspections until the effective date of the withdrawal and the DISTRICT will reimburse the COUNTY accordingly. If the DISTRICT withdraws, the entire agreement will be terminated on the effective date of the DISTRICT's withdrawal.
6. The initial contact information of the affected parties, which one party may change by giving notice to the other respective parties, is as follows:

Clark County
Department of Air Quality & Environmental Management
Stormwater Quality Program
500 S. Grand Central Parkway
Las Vegas, NV 89155-1741
c/o Carrie Stowers
(702) 455-4181

Clark County Regional Flood Control District
Stormwater Quality Management Committee
600 S. Grand Central Parkway
Las Vegas, NV 89106
c/o Kevin Eubanks
(702) 455-3139
City of Las Vegas

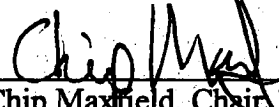
Department of Public Works
Stormwater Quality Management Committee Representative
731 S. 4th Street
Las Vegas, NV 89101
c/o Greg McDermott
(702) 229-6541

City of North Las Vegas
Public Works
Stormwater Quality Management Committee Representative
2266 Civic Center Drive
N. Las Vegas, NV 89030
c/o Jennifer Doody
(702) 633-2088

7. This agreement is entered into for the benefit of the public in general, and not for the benefit of any individual person or entity that is not a party hereto.
8. This agreement shall expire upon the MS4 Permit expiration date of June 18, 2008 or sooner if terminated pursuant to this Section E(5).

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives of the day and year first above written.

CLARK COUNTY

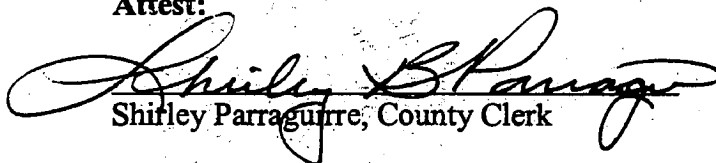


Chip Maxfield, Chair,
Board of County Commissioners

Date of Commission Action:

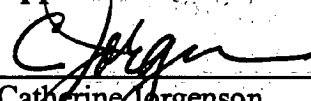
10/19/04

Attest:



Shirley Parraguirre, County Clerk

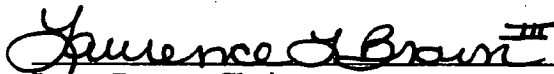
Approved as to Form:



Catherine Jorgenson,
Deputy District Attorney

**CLARK COUNTY REGIONAL FLOOD
CONTROL DISTRICT**

Date of Board Action:

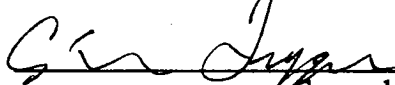

Larry Brown, Chairman
Clark County Regional Flood
Control District Board of ~~Trustees~~ Directors ^{CP}

November 10, 2004

Attest:


RFCD Board, Executive Assistant ^{CP}
Secretary

Approved as to Legality and Form:


General Council

CITY OF LAS VEGAS

Date of Council Action:


Oscar Goodman, Mayor,
City of Las Vegas

1/19/2005

Attest:

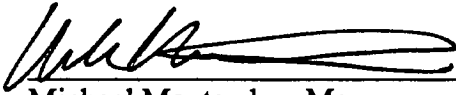

Executive Assistant ^{BSK}
City Clerk

Approved as to Legality and Form:

 12/20/04
DEPUTY, General Council

CITY OF NORTH LAS VEGAS

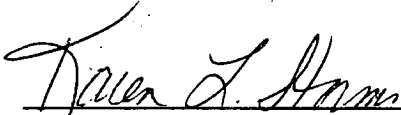
Date of Council Action:



Michael Montandon, Mayor,
City of North Las Vegas

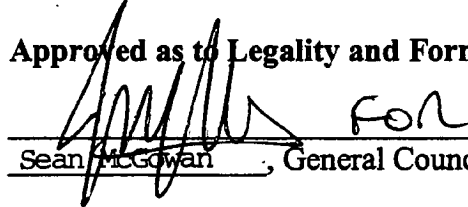
DEC 1 2004

Attest:



Karen L. Storms, ~~Executive Assistant~~ CMC, City Clerk

Approved as to Legality and Form:

 for

Sean McGowan, General Council

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to file a Temporary Use Permit with the Bureau of Land Management for temporary construction and stockpiling purposes on portions of land lying within Sections 11, 12 and 14, Township 19 South, Range 59 East, Mount Diablo Meridian, generally located along the north side of the Grand Teton Drive alignment between the Hualapai Way and Puli Road alignments and west of the Puli Drive alignment between the Grand Teton Drive and Elkhorn Road alignments, APNs 126-11-000-001, 126-12-000-001 and 126-14-000-001 - County (near 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:

BROWN - Motion to bring forward and STRIKE Items 32, 44, and 50 - UNANIMOUS with GOODMAN excused

MINUTES:

There was no discussion.

(9:30 - 9:32)

1-809

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for portions of the South Half of Section 31, Township 19 South, Range 60 East, Mount Diablo Meridian, for drainage purposes generally located on the north side of Lone Mountain Road, between the Hualapai Way and Fort Apache Road alignments for the Gowan Drainage Channel - Phase IV project, APNs 125-31-401-006, -801-017 and -803-007 - 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:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement with VTN Nevada for design of Rancho Detention Basin Phase II (\$341,416 - Clark County Regional Flood Control District [CCRFCF]) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$341,416.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	CCRFCF

PURPOSE/BACKGROUND:

The purpose of this agreement is to procure engineering design services from VTN Nevada for the Rancho Detention Basin Phase II project. It involves the preliminary design and preparation of plan drawings, cost estimates and preparation of contract bid documents for the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

ORIGINAL

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR RANCHO DETENTION BASIN – PHASE II**

THIS AGREEMENT is made and entered into this 19th day of January, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and VTN NEVADA (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Rancho Detention Basin – Phase II 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 Kenneth Gilbreth, P.E., by this Agreement. Work shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. 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 Three Hundred Forty One Thousand Four Hundred Sixteen dollars (\$341,416) 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 Two Hundred Ninety Three Thousand Eight Hundred Eighty Five dollars (\$293,885) 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 Forty Seven Thousand Five Hundred Thirty One dollars (\$47,531) 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 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 \$100,000 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:

VTN Nevada.
2727 S. Rainbow Blvd.
Las Vegas, Nevada 89146

Fax: (702) 247-4020

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

10.20 Dispute Resolution.

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

appeal. Pending the final decision of a dispute by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

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

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

C. Right of Joinder. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the

parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

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

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

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

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

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

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

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

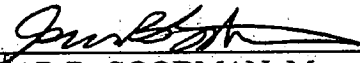
10.23 Exhibits. All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

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

...
...
...

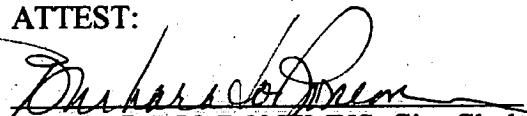
IN WITNESS WHEREOF, the parties have caused this Engineering Design Services Agreement for the Rancho Detention Basin – Phase II project to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

“City”

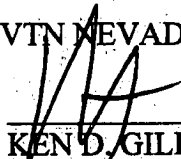
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Robert S. Zivian 10-17-04
Deputy City Attorney Date

VTN NEVADA

By: 
KEN D. GILBRETH, P.E.
Its: Principal

“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
SCOPE OF SERVICES

PROJECT: RANCHO DETENTION BASIN, PHASE II
CONSULTANT: VTN NEVADA

The CONSULTING services covered by this AGREEMENT between the City of Las Vegas (CITY), and VTN Nevada (CONSULTANT) involves the preliminary design and preparation of plan drawings, cost estimates and preparation of contract bid documents for the PROJECT. The PROJECT shall include:

- TASK 1 - PROJECT CONTROLS / MEETINGS
- TASK 2 - PRELIMINARY DESIGN SUBMITTAL
- TASK 3 - 70% SUBMITTAL
- TASK 4 - 90% SUBMITTAL OF BID DOCUMENTS
- TASK 5 - 99% SUBMITTAL OF BID DOCUMENTS
- TASK 6 - FINAL SUBMITTAL OF BID DOCUMENTS
- TASK 7 - PROJECT PRESENTATION
- TASK 8 - BIDDING PHASE SUPPORT SERVICES

The scope of the PROJECT studies and detention basin improvements shall be as follows:

The detention basin design shall include the new construction and/or upgrade of existing impoundment area, PMF spillway, modification to existing outlet structure, two (2) new inlet structures, embankment protection and emergency action plan.

The proposed improvements are to be designed in accordance with the requirements of the Clark County Regional Flood Control District (CCRFCD), and City of Las Vegas (CITY).

The detention basin improvement construction drawings will include:

- PMF Spillway
- Embankment on existing detention basin
- Inlet structure on existing channel (northwest corner)
- Nuisance storm drain
- Inlet structure with stub for future storm drain along southwest corner
- Improvements/Modifications to existing outlet structure
- Erosion/embankment protection
- Inlet structure on existing storm drain (northeast corner)
- Depth gauge station
- Basin parameter curves (on drawings)

In addition the following will be prepared:

- Emergency Action Plan (EAP)
- Dam Safety Permit Application

DESIGN STANDARDS

The following reference materials shall be used as standards for design work performed under this AGREEMENT:

1. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
2. Traffic Control Devices Handbook
3. Roadside Design Guide
4. CCRFCD Policies and Procedures
5. CCRFCD Hydrologic Criteria and Drainage Design Manual
6. Uniform Standard Plans and Specifications for Public Works' Construction Off-Site Improvements, Clark County Area
7. CITY Standards
8. RTC Policies and Procedures

TASK 1 PROJECT CONTROLS / MEETINGS

TASK 1 activities will require the CONSULTANT to develop and maintain the PROJECT controls to execute the engineering design contract and provide PROJECT administration and management during the PROJECT. This task shall consist of the following work items:

SUBTASK 1.1 MANAGEMENT

The CONSULTANT shall prepare and update the PROJECT schedule, prepare and oversee PROJECT controls, prepare progress reports (monthly cycle), oversee technical staff and subconsultant contracts, and review invoices.

SUBTASK 1.2 ADMINISTRATION

The CONSULTANT shall prepare and administer subconsultant agreements, prepare and maintain PROJECT costs and budget controls, review and process manpower and PROJECT expenditures, prepare invoices (monthly billing cycle), and perform other administrative tasks such as copying, filing, mailing, etc.

SUBTASK 1.3 MEETINGS

Attend monthly meetings with the CITY's project manager, which will include design review meetings at Pre-Design, 70%, 90%, and 99% levels, utility coordination meetings, NDOT coordination meetings, and CCRFCD coordination meetings. Prepare

and distribute meeting minutes for meetings attended by CONSULTANT. Prepare and update PROJECT schedule.

SUBTASK 1.4 QUALITY CONTROL

Prepare quality control/quality assurance plan at the start of the PROJECT, and perform a quality assurance review at the 90% design level. The quality assurance review shall be performed by specialized personnel external to the team and shall assess the design plans for technical adequacy, clarity of presentation, practicality, constructibility, maintainability, and overall suitability for the scope of work.

The quality control/quality assurance plan shall define the specific roles and responsibilities of the PROJECT team members and the specialized personnel external to the team with respect to quality services.

SUBTASK 1.5 PERMITTING / EMERGENCY ACTION PLAN (EAP)

Apply for a Dam Safety Permit with the State Engineer after the 99% plan submittal. The Consultant will prepare an Emergency Action Plan (EAP). The Consultant will submit ten (10) copies of the draft Emergency Action Plan (EAP) and twenty five (25) copies after receiving all comments.

The above TASK 1 activities will take place at various times throughout the duration of the PROJECT, and will be performed concurrently with all other tasks.

TASK 2 PRELIMINARY DESIGN REPORT (30% SUBMITTAL)

Prepare and submit ten (10) copies of the Preliminary Design Report (PDR) to the CITY. Submit two (2) copies of the PDR to the CCRFCD. The PDR will include, but is not limited to, the following items:

- Right-of-way constraints, staging area and temporary easements.
- Additional right-of-way requirements
- Inventory of existing conditions including photos.
- Hydrological and hydraulic analyses for the PROJECT, with the major impacts or changes from the MPU noted.
- Utility issues or conflicts.
- Opinion of construction costs including preliminary bid schedule, quantities, and total PROJECT cost.
- Preliminary drawings, figures, typical cross sections, and tables to support analyses and recommendations.
- Embankment recommendations
- Project correspondence file, including meeting minutes.
- Listing of record drawings and maps reviewed.

TASK 2 activities will include the following subtasks for which the CONSULTANT shall perform:

SUBTASK 2.1 RESEARCH AND DATA COLLECTION

- a) Consult with the CITY to clarify the scope of work for the PROJECT.
- b) Obtain and review as-built plans that may affect the PROJECT design.
- c) Obtain documentation from the CITY on all existing Right-of-Way and/or easements.
- d) Obtain and review private development and master plan level drainage studies for the PROJECT area from CITY.

SUBTASK 2.2 SURVEYS/MAPPING

The CONSULTANT shall:

- a) Review existing topographic and other pertinent surveys including existing record drawings, ownership maps and Right-of-Way drawings.
- b) Consult with the CITY to determine any problems in the existing survey.
- c) Establish control traverse points with horizontal coordinates to be used throughout the design and construction phases of the PROJECT.
- d) **All benchmarks and vertical and horizontal survey control points shall be coordinated with and approved by the CITY Surveyor.**
- e) Set panel points for aerial mapping. Establish X, Y, and Z coordinates of the panel points using the pre-established control traverse points for aerial mapping.
- f) Research available record information, parcel maps, subdivision maps and record of survey to establish a record alignment of the PROJECT. Use this record alignment as a basis to assist in locating existing monuments during the field survey phase of this PROJECT.

SUBTASK 2.3 GEOTECHNICAL INVESTIGATION – RANCHO DETENTION BASIN, PHASE II

A Geotechnical Investigation for the detention basin will be conducted. This is anticipated after the Draft Pre-Design Report and before 70% Design Phase.

Field Investigations:

- a. Approximately 10 test borings with the project limits will be performed at locations along the project. Test borings are expected to range from about 15 feet in depth.
- b. Laboratory Testing: Laboratory testing will be conducted to determine the engineering and physical properties of the soils. Tests to be run will include grain size analysis, Atterberg limits, solubility, direct shear, and chemical analysis.
- c. Analysis and Report: A detailed geotechnical analysis will be performed and a design report prepared. The final report will contain the following items:
 - i. A site plan showing surface geology and location of all explorations and PROJECT features
 - ii. Logs of all the test borings
 - iii. All field and laboratory test data

- iv. A discussion of the proposed facility features
- v. A discussion of geologic and subsurface conditions in the area of the PROJECT
- vi. Recommendations will be provided for earthwork preparation, suitability and placement, concrete lining details, embankment recommendations, allowable vertical and lateral bearing pressures, sulfate resistant concrete mix design, and other geotechnical parameters (Mitigations measures for fault crossings will be provided.)

SUBTASK 2.4 HYDRAULIC / HYDROLOGIC ANALYSIS

Conduct a Hydrological Analysis which will include; review of 2002 CCRFCD MPU HEC-1 model, City of Las Vegas Northwest Neighborhood Flood Control Master Plan, HEC-1 models from NDOT Projects, City Projects, and review of HEC-1 models for developments within the PROJECT limits, and modification of the 2002 CCRFCD MPU HEC-1 model as necessary to determine the ultimate condition peak flow rates for each reach of the PROJECT. All modifications to the 2002 CCRFCD MPU HEC-1 model will be documented in the Preliminary Design Report. The CONSULTANT shall meet with the CITY and CCRFCD to confirm PROJECT design flows.

The CONSULTANT shall develop the detention basin parameters, which shall include but not limited to:

- Inflow/Outflow
- Stage/Storage
- Stage/Area
- PMF
- Location and type of emergency spillway
- Overbank/Low Flow Cross-section.
- Inlet/Outlet Configuration
- Energy dissipation/drop structures
- Access ramps, transitions, fencing issues and coordination
- Access road location

TASK 2 DELIVERABLES

The Preliminary Design Report (10 copies), which will include:

- Geotechnical Report (2 copies)
- Drainage Report
- Concept Plans
- Preliminary Cost Estimate
- Existing Right-of-Way

The CONSULTANT will deliver two (2) sets of Concept Plans to each of the following for review of utility information:

- Las Vegas Valley Water District (LVVWD)

- Nevada Power Company
- Sprint
- Cox Cable
- Southwest Gas Company

TASK 3 70% SUBMITTAL OF DESIGN PLAN SHEETS

TASK 3 activities will be for the purpose of updating, expanding upon and detailing various PROJECT elements from TASK 3, including:

- a) Final Design Report
- b) Grading plans
- c) Existing and relocated utilities
- d) Construction conflicts
- e) Inlet plan and profile sheets
- f) Spillway Layout
- g) New and existing construction
- h) Plan view of nuisance storm drain
- i) Bid schedule
- j) Detailed specifications outline
- k) 70% cost estimate

TASK 4 90% SUBMITTAL OF BID DOCUMENTS

TASK 4 activities will be for the purpose of finalizing various incomplete or preliminary PROJECT elements from TASKS 2 and 3, including:

- a) Typical embankment cross sections
- b) Final grading plans
- c) Plan and profile sheets of nuisance storm drain
- d) Revised storm drain system
- e) Existing and relocated utilities
- f) Structural plans
- g) Update inlet plan and profile sheets
- h) Bid schedule
- i) Final Specifications
- j) 90% cost estimate (broken down by funding source)
- k) Anticipated construction schedule
- l) Submitted 25 copies of plans and specifications

TASK 5 99% SUBMITTAL OF BID DOCUMENTS

TASK 5 activities will be for the purpose of finalizing various incomplete or preliminary PROJECT elements from TASK 4, including:

- a) Final hydraulic study
- b) Final grading plans
- c) Revised storm drain system
- d) Existing and relocated utilities
- e) Final inlet plan and profile sheets
- f) Final structural plans
- g) Bid schedule
- h) Nuisance storm drain plan and profile
- i) Final Specifications
- j) Final cost estimate (broken down by funding source)
- k) Anticipated construction schedule
- l) Final Right-of-Way requirements
- m) Submitted 25 copies of plans and specifications
- n) Submit Dam Safety permit

TASK 6 FINAL SUBMITTAL OF BID DOCUMENTS

Based on the 99% review comments, CONSULTANT will finalize plan, specification and bid documents and cost estimates for the PROJECT. CONSULTANT will be responsible for preparation of the final bid contract document package for advertisement of the PROJECT. CITY will do the printing of the final bid contract document package.

TASK 7 PROJECT PRESENTATIONS

Assist with PROJECT presentations to the CCRFCD Board, CCRFCD Technical Advisory Committee and CCRFCD Citizens Advisory Committee summarizing the PROJECT. The CONSULTANT shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures. The CONSULTANT shall present information and possible access and construction impacts to the public for one (1) meeting in a public workshop format.

TASK 8 BIDDING PHASE SUPPORT SERVICES

- Attend a pre-bid conference and a pre-construction conference at a date, time and place provided by CITY.

EXHIBIT B

ADDITIONAL SERVICES

RANCHO DETENTION BASIN – PHASE II

- I. Public Meetings (beyond the meetings in TASK 1)**
- II. Utility Potholes**
- III. Construction Management Support**
 - A. Project Site Visits**
 - B. Review of submittals/shop drawings**
 - C. Response to RFIs**
 - D. Additional design as needed**
 - E. Completion of Record Drawings**
- IV. Other services as directed by the CITY**
 - A. 404 Permit**
 - B. Redesign of existing block walls**
 - C. Landscape plans**
 - D. Trail design through basin area**
 - E. Traffic control plans**

EXHIBIT C (Page 1 of 1)
MANHOUR ESTIMATE
RANCHO DETENTION BASIN - PHASE II

TASK	DESCRIPTION								HOURS SUBTOTAL
		Proj Mgr.	Team Leader	Proj. Engr.	Tech.	Land Surv.	Survey Crew	Clerical	
Task 1	PROJECT CONTROLS / MEETINGS								
1.1	Manangement	20	20	0	0	0	0	20	60
1.2	Administration	15	0	0	0	0	0	30	45
1.3	Meetings	20	60	0	0	0	0	30	110
1.4	Quality Control	20	75	0	0	0	0	0	95
1.5	EAP / Dam Saftey Permit	10	75	80	40	0	0	25	230
	SUBTOTAL	85	230	80	40	0	0	105	540
Task 2	PRELIMINARY SUBMITTAL - PLANS								
2.1	Reaserch and Data	0	10	15	0	0	0	0	25
2.1	Survey / Mapping	0	0	0	30	20	55	30	135
2.3	Geotech	0	0	0	8	0	8	0	16
2.4	Hydrology / Hydraulics	0	30	55	20	0	0	0	105
	SUBTOTAL	0	40	70	58	20	63	30	281
Task 3	70% SUBMITTAL - PLANS								
	SUBTOTAL	50	50	0	90	0	0	35	225
Task 4	90% SUBMITTAL - PLANS								
	SUBTOTAL	40	45	15	125	0	0	30	255
Task 5	PROJECT PRESENTATION								
	SUBTOTAL	2	2	2	0	0	0	2	8
Task 6	99% SUBMITTAL Plans								
	SUBTOTAL	10	40	40	45	0	0	10	145
Task 7	FINAL SUBMITTAL OF BID DOCUMENTS								
	SUBTOTAL	10	40	20	45	0	0	10	125
Task 8	BIDDING PHASE SUPPORT								
	SUBTOTAL	5	5	0	0	0	0	0	10
	GRAND TOTAL	202	452	227	403	20	63	222	1,589

COST DERIVATION AND HOURLY FEE SCHEDULE

RANCHO DETENTION BASIN - PHASE II

[illegible]

EXHIBIT E
SCHEDULE

ID	Task Name	Duration	Qtr 1					Qtr 2			Qtr 3			Qtr 4			Qtr 1			Qtr 2			Qtr 3			Qtr 4	
			Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	
1	Notice to proceed	1 day																									
2	Kick-off meeting	1 day																									
3	PRE-DESIGN SUBMITTAL	140 days																									
4	Research & Data Collection	30 days																									
5	Surveys/Mapping	90 days																									
6	Preliminary Geotechnical Analysis	45 days																									
7	Preliminary Hydraulic/Hydrologic Analysis	30 days																									
8	Submit pre-design report	7 days																									
9	70% SUBMITTAL - PLANS	89 days																									
10	Client Review	21 days																									
11	Attend Design Review Meeting	1 day																									
12	Develop 70% plans	60 days																									
13	Submit 70% plans	7 days																									
14	90% SUBMITTAL - PLANS	90 days																									
15	Client Review	21 days																									
16	Attend Design Review Meeting	1 day																									
17	Develop 90% PS&E	60 days																									
18	Structural Design/Details	60 days																									
19	Submit 90% plans	7 days																									
20	PROJECT PRESENTATION	1 day																									
21	99% SUBMITTAL OF BID DOCUMENTS	119 days																									
22	Client Review	21 days																									
23	Attend Design Review Meeting	1 day																									
24	Develop 99% PS&E	30 days																									
25	Submit 99% plans	2 days																									
26	Apply for dam safety permit	65 days																									
27	FINAL SUBMITTAL OF BID DOCUMENTS	47 days																									
28	Client Review	14 days																									
29	Attend Design Review Meeting	1 day																									
30	Develop final PS&E	30 days																									
31	Submit final plans	2 days																									
32	BIDDING PHASE SUPPORT	177 days																									
33	Attend Pre-bid meeting	1 day																									
34	Bidding Support	45 days																									
35	Attend Pre-construction meeting	1 day																									
36	Prepare draft emergency action plan	100 days																									
37	Emergency Action Plan	30 days																									

Project: RANCHO DETENTION BASIN
Date: Mon 10/4/04

Task

SpEt

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

EXHIBIT F
INVOICE FOR RANCHO DETENTION BASIN PHASE II ENGINEERING DESIGN SERVICES

TO: CITY OF LAS VEGAS
 400 East Stewart Avenue
 Las Vegas, Nevada 89101

FROM: VTN Nevada
 2727 Rainbow Blvd
 Las Vegas, NV 89146

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

Project: Rancho Detention Basin - Phase II
Attention: Ed Nettenstrom, P.E.

Project 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
1.1	Management	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
1.2	Adminsitration	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
1.3	Meetings	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
1.4	Quality Control	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
1.5	EAP / Dam Saftey Permit	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
2.1	Research and Data	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
2.1	Survey / Mapping	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
2.3	Geotech	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
2.4	Hydrology / Hydraulic	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
3	70% Submittal - Plans	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
4	90% Submittal - Plans	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
5	Project Presentation	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
6	99% Submittal of Bid Documents	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
7	Final Submittal of Bld Documents	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
8	Bidding Phase Support	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -	#DIV/0!	\$ -
	Totals	\$ -		\$ -		\$ -		\$ -

TOTAL AMOUNT DUE THIS INVOICE \$ -

Total Amount Billed to Date \$ -

Total Amount of Contract (Not to Exceed) \$ -

Total Amount Remaining In Contract \$ -

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
<u>Name</u>	VTN Nevada
<u>Address</u>	2727 S. Rainbow Blvd. Las Vegas, NV 89146
<u>Telephone</u>	(702) 247-4020
<u>EIN or DUNS</u>	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	

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.	Ken D. Gilbreth, P.E.	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
2.	Stephen P. Gurlides, P.L.S.	"	"
3.	Gene D. Krametbauer, P.L.S.	"	"
4.	Charley R. Johnson, P.E.	"	"
5.	James A. Thomas, P.E.	"	"
6.	Daniel Bender, P.E.	"	"
7.	Robert Hosea, P.E.	"	"
8.	Anthony Zicari, P.L.S.	"	"
9.	Daniel Hood, P.E.	"	"
10.			

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

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

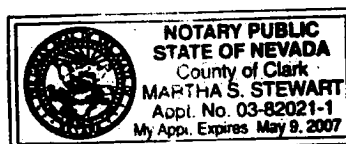
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

VTN Nevada
Firm Name HA
Ken D. Gilbreth, Principal

Subscribed and sworn to before me this 4th day of

October, 2004.

Martha Stewart
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement with HDR Engineering, Inc., for engineering design services for the Las Vegas Wash/Sandhill Sewer Repair - Rehabilitation and Nellis Relief Sewer project (\$250,000 - City of Las Vegas [CLV] Sanitation Funds) - Ward 3 (Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$250,000.00
☒ Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐ Augmentation Required	Funding Source:	CLV Sanitation

PURPOSE/BACKGROUND:

The City of Las Vegas desires to rehabilitate approximately 5,600 linear feet of 42-inch to 45-inch diameter sewer in Sandhill Road between Bonanza Road and the Las Vegas Wash, and replace approximately 5,400 linear feet of 10-inch sewer with 3700 linear feet of 12-inch to 18-inch sewer in Nellis Boulevard between Stewart Avenue and Harris Avenue. The need to rehabilitate these sewers, were identified in previously completed sewer evaluations.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR LAS VEGAS WASH / SANDHILL SEWER REPAIR-REHABILITATION AND
NELLIS RELIEF SEWER**

THIS AGREEMENT is made and entered into this 19th day of January 2005
by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada
(herein the "City"), and HDR ENGINEERING, INC. (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Las Vegas Wash / Sandhill Sewer Repair-Rehabilitation and Nellis 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 James P. Devlin, P.E., Water Program Manager, who shall be responsible for the services required under this Agreement. All of the services specified by this Agreement shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

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

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

SECTION TWO CITY RESPONSIBILITIES

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

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

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

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

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. 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 Two Hundred Fifty Thousand dollars (\$250,000) 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 man-hours, 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 Two Hundred Sixteen Thousand Four Hundred Sixty Two dollars (\$216,462) 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 Thirty Three Thousand Five Hundred Thirty Eight dollars (\$33,538) without the prior written approval of the City.

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

7.05 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 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: HDR Engineering, Inc.
770 warm Springs Road, Suite 360
Las Vegas, NV 89119

Fax: (702) 938-6060

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

10.20 Dispute Resolution.

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

appeal. Pending the final decision of a dispute by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

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

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

C. Right of Joinder. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the

parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

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

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

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

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

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

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

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

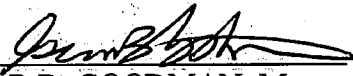
10.23 *Exhibits.* All exhibits referenced in this Agreement are hereby incorporated as a part of this Agreement.

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

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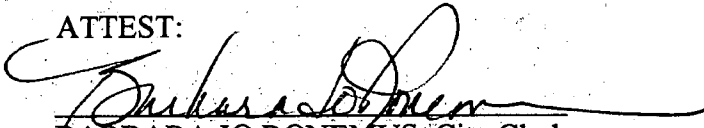
IN WITNESS WHEREOF, the parties have caused this Engineering Design Services Agreement for the Las Vegas Wash / Sandhill Sewer Repair-Rehabilitation and Nellis Relief Sewer project to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 11-30-04
Deputy City Attorney Date

HDR ENGINEERING, INC.

By: 
LOLENE TERRY, 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 "F"	Invoice Format (Section 7.04)
Exhibit "G"	Disclosure of Principals (Section 10.09D)

EXHIBIT A SCOPE OF SERVICES

Las Vegas Wash/Sandhill Sewer Rehabilitation and Nellis Blvd. Relief Sewer Sewer Rehabilitation and Replacement Project

100 DESCRIPTION OF PROJECT

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings and Special Provisions for the rehabilitation and replacement of two projects identified as priority projects in the City's Unlined Concrete Sewer Condition Assessment Program, Phase :

- Las Vegas Wash/Sandhill Sewer Rehabilitation – Rehabilitation of approximately 5,600 linear feet of 42-, and 45-inch-diameter sanitary sewer, including rehabilitation of 9 manholes . Primary pipeline rehabilitation methods to be considered include 1) cured-in-place pipe (CIPP) and 2) Machine spiral-wound polyvinyl chloride pipe liner based on a design for a fully deteriorated gravity pipe condition. Manhole rehabilitation methods could include frame and cover replacement, cured-in-place manhole (CIPM) liners, prefabricated fiberglass manhole liners, manhole epoxy coating systems, structure remove and replace, and bench/invert repairs. Additional manholes may be required due to the long lengths between structures.
- Nellis Blvd. Relief Sewer – Replacement of approximately 5,400 linear feet of existing 10-inch-diameter pipe with approximately 3,700 linear feet of 12- and 18-inch-diameter sewers due to capacity limitations. Some existing pressure manholes may be abandoned and others converted to gravity manholes. The feasibility of using pipe bursting methods for replacement will be investigated.

This project also includes development of a practicable scheme for diversion and/or temporary bypass pumping of sewage during construction, preparation of encroachment permit applications to NDOT and Clark County for construction operations, preparation of contract documents for construction, and bidding support services.

200 DESIGN CRITERIA

Engineering Services to be provided under the terms of the Agreement shall be performed in conformance with the following policies and design criteria: *City of Las Vegas Policy and Procedures for Design of Public Works Projects*, *Clark County Area, Nevada, Uniform Standard Specifications* and *Uniform Standard Drawings for Public Works Construction Off-site Improvements*, *Southern Nevada Design and Construction Standards for Wastewater Collection Systems*

300 PRELIMINARY DESIGN AND GENERAL ITEMS

- 301 Kickoff Meeting: Consultant will schedule and prepare an agenda for the initial kickoff meeting with the City and others within ten calendar days following receipt of the Notice to Proceed. Project criteria and parameters will be discussed as well as the design schedule, project team introductions, and lines of communication. The meeting will be held at the City's offices. Consultant will prepare and distribute minutes of this meeting to all attendees.

- Deliverable: Kickoff meeting agenda, meeting minutes, project criteria and project schedule.

302 Progress Meetings: Consultant will schedule and prepare an agenda for progress meetings to be held bi-weekly (two times per month). City comments on deliverables will be discussed at meetings scheduled to coincide with the bi-weekly meeting schedule. One meeting each month may be conducted by conference call. Meeting location will alternate between City and Consultant offices. Approximately ten (10) meetings are anticipated. Consultant will prepare and distribute minutes of these meetings to all attendees.

- Deliverable: Progress meeting minutes.

303 Utility/Agency/Project Coordination and Utility Search: During the length of this contract, the Consultant will coordinate with the various utilities to obtain as-built information, identify conflicts and relocations and provide advance notice of impacts on proposed facilities, to facilitate limited open excavations and above ground bypass pumps and piping required to perform the construction work. Consultant will obtain as-built information from each affected subsurface utility owner. Consultant will provide preliminary drawings to the utilities for their use in marking the locations of their facilities. Consultant will also coordinate, provide and obtain information regarding current and proposed improvement projects adjacent to or within the project limits.

In addition, the Consultant will coordinate with Nevada Department of Transportation (NDOT), Regional Transportation Commission of Southern Nevada (RTC), regarding encroachment permit issues and bus operations, which will affect the working conditions and requirements. The Consultant will also coordinate with the City's traffic division and Fire department for minimum through-lane requirements and fire station access and egress.

- Deliverable: At the City's request, Consultant will provide copies of all correspondence related to these activities.

304 Project Administration. The consultant will prepare monthly invoices, along with a monthly status report describing the work accomplished and percentage of work completed for each task.

- Deliverable: Consultant will provide monthly invoices for the prior month, along with the narrative progress report.

305 Quality Assurance/Quality Control. Utilizing appropriately qualified principal staff, the consultant will conduct quality control reviews and check each work product for consistency, clarity, bidability and constructability, as applicable, prior to submittal to the City for the preliminary design report (approximately 25 percent), 70-, and 100-percent complete and final design submittals.

400 **PRELIMINARY ENGINEERING**

401 Background Information Collection and Review: The Consultant will review condition and record information as follows:

- a. *Condition Assessment and Existing CCTV Records.* Review the preliminary results from the Unlined Concrete Sewer Condition Assessment Program and collect and review the supporting existing CCTV tapes and logs for pipelines within the project. These records will be used as the basis for the final pipeline and manhole rehabilitation recommendations.
- b. *Pipe Data.* Collect record drawings, shop drawings, reports, existing geotechnical information and project specifications for the installed pipelines to establish original pipe composition, soil conditions, and groundwater potential for each pipeline. Information will be requested from the City of Las Vegas.
- c. *Existing and Projected Pipe Capacity and Flow Rates.* Collect data from the City pertaining to the existing and future sewer capacity and current minimum, average, and peak flow rates for the pipelines at and upstream of the project piping.

402 CCTV Inspection: Consultant, through its subconsultant, will provide CCTV inspection for:

Nellis Blvd. Relief Sewer - 5,400 linear feet of 10-inch-diameter pipe located along Nellis Boulevard. Inspection will be conducted in Peninsular Technologies PipeTech data acquisition software using a modified version of the NASSCO PACP defect coding system consistent with previous work performed for the City. The focus of this inspection work will be to accurately locate service connections.

Any additional CCTV inspection will be per Exhibit "B" "Additional Services."

- Deliverable: PipeTech Office Version and electronic files of CCTV inspection.

403 Surveying and Aerial Mapping: Consultant, through its subconsultant, will set the aerial survey ground control and paint manhole targets, and provide digital 40-scale photometrics of both project areas. Individual elevations will be based on City benchmark elevations and state plane coordinate system. The Consultant will request that the city expose any buried or paved-over manholes. Additional surveying will be per Exhibit "B" "Additional Services."

Las Vegas Wash/Sandhill Sewer Rehabilitation – Rim elevations will be obtained from aerial mapping for the rehabilitation portion of the project. Design field elevations (i.e. manhole cover grades and pipe invert elevations) will be obtained for 3 locations along this route to verify aerial mapping.

Nellis Blvd. Relief Sewer - Design field surveying (i.e. manhole cover grades and pipe invert elevations, etc) will be conducted along the entire replacement route.

404 Flow Monitoring: Consultant, through its subconsultant, will monitor flows simultaneously for seven days at each location, reported in 1-hour increments (recorded in 5-minute increments with an average 1-hour value):

Las Vegas Wash/Sandhill Sewer Rehabilitation – Two (2) locations along the alignment.

Nellis Blvd. Relief Sewer - In the two 10-inch-diameter pipes at four (4) separate locations and at one (1) additional location in the Clark County Water Reclamation District's parallel line.

Flow monitoring information will be used for developing flow bypass pumping and rerouting scheme development. Any additional flow monitoring will be per Exhibit "B" "Additional Services."

- 405 Right-of-Way Coordination: The Consultant will coordinate with the City to determine the limits of the public rights-of-way along the project alignment. The consultant will collect the latest existing right-of-way information from the City, County and NDOT for use in evaluating the area available to rehabilitate the pipelines. The scope of this work does not include obtaining title reports or preparing legal descriptions when right-of-way is required.

- 406 Geotechnical Information: The Consultant, through its subconsultant, will review existing soils reports that may be provided by the City. It is expected that a total of nine (9) soil borings will be required for:

Las Vegas Wash/Sandhill Sewer Rehabilitation – Two borings: one (1) along the Las Vegas Wash and one (1) along Sandhill.

Nellis Blvd. Relief Sewer: Seven (7) borings will be made along Nellis Boulevard.

A geotechnical report will be provided that summarizes the results of the field work and make recommendations for design based on soils in the area. Any additional soil borings and geotechnical evaluations will be conducted per Exhibit "B" "Additional Services".

- Deliverable: Geotechnical report.

- 407 Engineering Field Reconnaissance: The Consultant will physically "walk" the project alignment and alignments proposed for temporary bypass pumping equipment to verify surface features, access and traffic issues, and general constructability limitations. A technical memorandum will be provided that summarizes the field reconnaissance and presents photos along the routes.

- Deliverable: Technical Memorandum.

- 408 Design Criteria and Construction Requirements. The Consultant will develop design criteria for pipeline and manhole rehabilitation/replacement. Where applicable, the City standard design criteria will be used as the basis for design. Criteria related to the following items will be developed:

- Rehabilitation methods, materials, and process selection
- Pipe and manhole structural design requirements
- Hydraulic design requirements
- Construction details for structures to be used for temporary flow diversion
- Earthwork (excavation and backfill) where not covered by City standards
- E' (Modulus of Reaction) used for CIPP liner design

- Dewatering and diversion/bypass pumping requirements
- CIPP end point, connection, and annular space grouting requirements
- Operation and maintenance considerations

409 Rehabilitation Alternatives. The Consultant will discuss the benefits and limitations of the allowable alternative pipeline and manhole rehabilitation methods including the durability, structural capabilities, costs, construction issues, applicability, and past performance record. The pipeline rehabilitation alternatives to be discussed include CIPP, spiral-wound PVC, and pipe bursting. Manhole rehabilitation alternatives include frame and cover replacement, cured-in-place manhole (CIPM) liner, prefabricated fiberglass manhole liners, epoxy coating systems, structure remove and replace, bench and invert repair.

410 Dewatering and Flow Bypassing. The Consultant will perform a detailed analysis of the requirements for dewatering the pipelines and bypassing the flows during construction. Methodologies for dewatering and bypassing during construction will be developed including bypass pumping and possibly diverting all or portions of the flow to other trunk sewers upstream of the project area. The dewatering and flow bypassing scheme will be reviewed in detail with City engineering and traffic staff.

411 Draft Preliminary Design Report and Cost Estimate The Consultant will prepare a preliminary design report discussing the results of Task 300 elements, when the project is near a 25% completion including a budgetary level cost estimate. An outline of the preliminary design report will be submitted to the City for approval.

- Deliverable: Ten (10) copies of the draft preliminary design report for City review.

412 Final Preliminary Design Report Based upon City review comments, the Consultant will prepare and submit the final design report after final completion of the construction documents

- Deliverable: Ten (10) copies of the final preliminary design report.

413 Potholing. Consultant, through its subconsultant, will perform potholing of existing utilities that are identified as conflicting to determine the depth to the top of the utility. Potholing will utilize air-vacuum excavation techniques. It is estimated that 3 potholes are needed at this time along Nellis Boulevard. Any additional potholing will be per Exhibit "B" "Additional Services."

500 70% DESIGN AND CONSTRUCTION DOCUMENTS

501 Drawings. The Consultant will submit construction plans including, but not limited to, plan sheets showing the project sewer improvements, location of existing utilities, and construction details, all for City review and approval. One or two alternative methods of pipe rehabilitation may be bid, but will be shown in a single set of design documents. Separate plan sheets shall be prepared in City format for the following:

- a. *City Standard Cover Sheet* identifying project participants utility review sign-offs, and project title.

- b. *General Notes, Legend, and Bid Quantities* showing general notes, index of sheets, vicinity map, legend, abbreviations, bid quantities.
 - c. *Survey Control Plan* identifying project limits, horizontal control for centerline and rights-of-way, benchmarks, basis of bearings, and monumentation. The Consultant will provide information for the Survey Control Plan, which shall be signed by a Nevada PLS.
 - d. *Simplified Pipeline Rehabilitation Plans*. Plans will be prepared for the Las Vegas Wash/Sandhill portion of the project in 1"=40' horizontal scale and show the roadway right-of-way, surface improvements, utilities, and pipeline alignment. Existing roadway striping will be shown in the photometric background. Approximately 2 sheets are envisioned with double plan strips on each sheet.
 - e. *Plan and Profile Sheets*. Plans will be prepared for the Nellis Boulevard portion of the project in 1" = 40' horizontal scale and show the roadway right-of-way, surface improvements, utilities, and pipeline alignment. Additionally, a profile of pipe will be provided on each sheet. Existing roadway striping will be shown in the photometric background. Approximately 4 sheets are envisioned with the plan and profile on each sheet.
 - f. *Dewatering and Flow Diversion/bypassing Plans*. Said plans include location of suction and discharge points for bypass pumping system, potential alignment for temporary bypass pipelines, potential flow diversions schemes, and traffic restrictions created by temporary bypass piping crossings.
 - g. *Lane Closure Plans* showing vehicle ramps, lane closures, and laydown areas.
 - h. *Detail Drawings* for trench sections required for temporary bypass piping that must be buried to maintain traffic and other design and construction details, as required. Design details, addressing manhole rehabilitation, pipe transitions at manholes, access pit locations, etc. shall be developed early in the design.
- 502 Draft Special Provisions: Draft Special Provisions shall be prepared using electronic documents to be provided by the City from a recent project. It is anticipated that only minor changes will be required to the Special Provisions to reflect project-specific information. The format, verbiage, organization, structure, and style of the Special Provisions shall be as directed by the City. Special Provisions modify the Uniform Standard Specifications and Drawings for Public Works Construction Off-site Improvements, Clark County Area Nevada, and the Design and Construction Standards for Wastewater Collection Systems, Southern Nevada. The Special Provisions shall address any bid item required for construction of the improvements shown on the plans not covered in the standards.
- 503 Updated Cost Estimate: An updated cost estimate will be provided with the 70% submittal.
- 504 70% Deliverable: The Consultant will proceed with design and preparation of the construction documents, observing the City standards and the criteria set forth in the preliminary design report.

- Deliverable: Eight (8) copies of 11" x 17" half-size plans and 2 full-size 24" x 36" blue lines (with 22" x 34" image borders), bound specifications and cost estimate shall be submitted to the City. The Engineer's estimate will also be submitted as a Microsoft Excel (Office 2000 Version) Work Sheet electronic file. Copies of plans shall be submitted to the utilities.

505 Post 70% Submittal Walk-through: Consultant will schedule a cursory walk-through of the project with the CLV 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 fit field conditions.

- Deliverable: Meeting notes.

600 100% DESIGN AND CONSTRUCTION DOCUMENTS

601 Revise Design and Construction Documents: The 100% submittal will include all the elements of Sections 400/500 which shall be advanced in level of design and shall incorporate comments from the 70% submittal. The Consultant will coordinate and obtain all utility signatures required on the Cover Sheet and elsewhere in the plans as required, and submit copies of final plan sheets to utility companies as required by the Utility Companies to obtain final signatures.

- Deliverable: Eight (8) copies 11" x 17" half-size plans and 2 full-size 24" x 36" blue lines (with 22" x 34" image borders), Special Provisions and cost estimate will be submitted to the City. Work Sheet electronic file. Plans will contain needed signatures from utilities.

602 NDOT and Clark County Encroachment Permits: The Consultant will make application to the Nevada Department of Transportation and Clark County for encroachment permits for applicable project locations. NDOT and Clark County encroachment permit applications and exhibits will be prepared to facilitate issuance of the permits by these agencies.

- Deliverables: Copies of all applications made for encroachment permits.

700 FINAL DESIGN AND CONSTRUCTION DOCUMENTS

701 Finalize Design and Construction Documents: Final plans, specifications and bid documents will be prepared by incorporating comments received from the 100% submittal.

- Deliverables: Upon City approval, submit final documents to the City – one (1) set of sealed original mylars, unbound sealed specifications and cost estimate shall be submitted to the City. Electronic copies of both the plans (AutoCAD 2000 format) and specifications (Microsoft Word Office 2000 Version format) shall be provided to the City. The Engineer's estimate will also be submitted as a Microsoft Excel Work (Office 2000 Version) Sheet electronic file. One copy of the plans will be provided to each affected utility.

800 SERVICES DURING BIDDING

801 The Consultant will attend the pre-bid conference.

802 The Consultant will attend the pre-construction conference.

803 During the bidding process, the Consultant will assist the City with the preparation of contract addenda. The Consultant will provide addenda at no cost to the City if it is the result of "errors" or "omissions". Addenda items requested by the City due to design changes at no fault of the Consultant will be covered under Exhibit "B", "Additional Services".

804 As directed by the City, the Consultant will answer bidder's questions. All answers will be submitted directly to the City in writing. The Consultant will not provide any response, either verbally or in writing, to any other interested parties.

EXHIBIT B
ADDITIONAL SERVICES
Las Vegas Wash/Sandhill Sewer Rehabilitation and Nellis Blvd. Relief Sewer
Sewer Rehabilitation and Replacement Project

The following services are to be performed only when authorized in writing by the City.

Task	Description of Additional Service
400-700	Additional Design Services: As directed by the City, Consultant shall perform additional design services on a time and material basis.
402	Additional Sewer CCTV Inspection: Provide additional CCTV inspection and evaluation. Cost will be at a maximum of \$1.10 per linear foot.
403	Additional Survey: Obtain spot elevations, utility or additional pavement elevations. Cost basis is \$240.00 per hour (2-person crew plus office support) inclusive.
404	Additional Flow Monitoring: Additional flow monitoring for 7 days, including recording in five-minute increments with average 1-hour value reported at a cost of \$2,600.00 per location.
406	Additional Soil Borings and Geotechnical Evaluation: Conduct additional soil borings (\$1,500.00 each) to a maximum of 12 feet depth and determine passive and active pressures, lateral earth pressures, E' Modulus of Soils Reaction, friction factor, slope stability, soil corrosivity.
413	Additional Potholing: Perform additional potholing using air vacuum methods to obtain utility subsurface elevations on utilities that conflict with project open-trench locations. Cost basis \$900.00 per hole.
803	Addenda: As directed by the City, the Consultant shall prepare addenda due to design or contract revisions caused by no fault of the Consultant on a time and material basis.

Project Delay: If, through no fault of the Consultant, the project is delayed beyond the latest date in Exhibit "E", the billing rates provided in Exhibit "D" will be adjusted based on the Consumer Price Index published by the U.S. Government. The period of time used to adjust the billing rates will be the time from the Notice to Proceed to the last submittal date in Exhibit "E". The value used for the Consumer Price Index will be annual rates for each year and pro rated for partial years. If the project is delayed as a result of the Consultant's actions, the final date shown in Exhibit "E" will be extended the same amount of time as the Consultant caused delay.

EXHIBIT C (Page 1 of 1)

MANHOUR ESTIMATE

Las Vegas Wash/Sandhill Sewer Rehabilitation and Nellis Blvd. Relief Sewer

TASK	DESCRIPTION								HOURS SUBTOTAL
		PIC	Ch Engr	Proj Mgr	Sr Engr	Jr Engr	CADD	Clerical	
300	PRELIMINARY DESIGN AND GENERAL ITEMS								
301	Kick Off Meeting	2	0	3	3	3	0	0	11
302	Progress Meetings	2	0	8	12		0	0	22
303	Utility/Agency/Project Coordination and Utility Search	0	0	0	4	32	0	0	36
304	Project Administration	4	0	8	4	0	0	46	62
305	Quality Assurance/Quality Control	1	2	4	4	0	0	0	11
	SUBTOTAL	9	2	23	27	35	0	46	142
400	PRELIMINARY ENGINEERING								
401	Background Information Collection and Review	0	0	0	0	30	0	0	30
402	CCTV Inspection	0	0	1	16	20	0	0	37
403A	Surveying	0	0	1	6	0	20	0	27
403B	Aerial Mapping	0	0	1	2	0	10	0	13
404	Flow Monitoring	0	0	2	4	0	0	0	6
405	Right-of-Way Coordination	0	0	1	16	4	0	0	21
406	Geotechnical Information	0	0	2	4	0	0	0	6
407	Engineering Field Reconnaissance	0	0	1	12	6	0	0	19
408	Design Criteria and Construction Requirements	0	4	2	20	6	0	0	32
409	Rehabilitation Alternatives	0	0	4	16	0	0	0	20
410	Dewatering and Flow Bypassing	0	0	1	4	24	0	0	29
411	Draft Preliminary Design Report and Cost Opinion	0	8	4	40	8	0	10	70
412	Final Preliminary Design Report	0	0	8	16	2	0	4	30
413	Potholing	0	0	0	3	0	0	0	3
	SUBTOTAL	0	12	28	159	100	30	14	343
500	70% DESIGN AND CONSTRUCTION DOCUMENTS								
501	Drawings	0	8	4	8	60	100	0	180
502	Special Provisions	0	16	8	30	0	0	20	74
503	Cost Opinion	0	2	1	12	0	0	4	19
504	Deliverable	0	0	1	12	10	16	10	49
505	Walkthrough	0	0	0	10	8	0	4	22
	SUBTOTAL	0	26	14	72	78	116	38	344
600	100% DESIGN AND CONSTRUCTION DOCUMENTS								
601A	Revise Drawings	0	2	5	30	30	40		107
601B	Revise Special Provisions	0	1	4	8	10		8	31
601C	Revise Cost Opinion	0	1	1	4				6
602	NDOT/Clark County Encroachment Permits	0	0	10	20	9	0	0	39
	SUBTOTAL	0	4	20	62	49	40	8	183
700	FINAL DESIGN AND CONSTRUCTION DOCUMENTS								
701A	Finalize Drawings	0	0	4	20	8	20		52
701B	Finalize Special Provisions	0	0	2	11			4	17
701C	Finalize Cost Opinion	0	0	1	2				3
	SUBTOTAL	0	0	7	33	8	20	4	72
800	BID SERVICES								
801	Attend the Pre-Bid Conference	0	0	4	4	0	0	0	8
802	Attend the Preconstruction Conference	0	0	4	4	0	0	0	8
	SUBTOTAL	0	0	8	8	0	0	0	16
800	BID SERVICES								
803	Contract Addenda								0
804	Answer Bidders Questions								0
804	Additional Design Services								0
	SUBTOTAL ADDITIONAL SERVICES	0	0	0	0	0	0	0	0
	GRAND TOTAL	9	44	100	381	270	206	110	1,100

PIC - Principal-in-Charge; Ch Engr - Chief Engineer; PM - Project Manager; Sr Engr - Senior Engineer;

Jr Engr - Junior Engineer; CADD - CADD Operator

COST DERIVATION AND HOURLY FEE SCHEDULE

Las Vegas Wash/Sandhill Sewer Rehabilitation and Nellis Blvd. Relief Sewer

TASK	DESCRIPTION									Direct Expences	Lump Sum Task Amounts
		PIC	Ch Engr	PM	Sr Engr	Jr Engr	CADD	Clerical			
		\$169.73	\$169.73	\$176.87	\$144.15	\$80.91	\$80.80	\$55.68			
300	PRELIMINARY DESIGN AND GENERAL ITEMS										
301	Kick Off Meeting	\$ 339	\$ -	\$ 537	\$ 432	\$ 243	\$ -	\$ -	\$ 65	\$ 1,616	
302	Progress Meetings	\$ 339	\$ -	\$ 1,431	\$ 1,730	\$ -	\$ -	\$ -	\$ 129	\$ 3,630	
303	Utility/Agency/Project Coordination and Utility Search	\$ -	\$ -	\$ -	\$ 577	\$ 2,589	\$ -	\$ -	\$ 212	\$ 3,377	
304	Project Administration	\$ 679	\$ -	\$ 1,431	\$ 577	\$ -	\$ -	\$ 3,708	\$ 365	\$ 6,759	
305	Quality Assurance/Quality Control	\$ 170	\$ 339	\$ 715	\$ 577	\$ -	\$ -	\$ -	\$ 65	\$ 1,666	
	SUBTOTAL	\$ 1,528	\$ 339	\$ 4,114	\$ 3,892	\$ 2,832	\$ -	\$ 3,708	\$ 835	\$ 17,248	
400	PRELIMINARY ENGINEERING										
401	Background Information Collection and Review	\$ -	\$ -	\$ -	\$ -	\$ 2,427	\$ -	\$ -	\$ 176	\$ 2,803.70	
402	CCTV Inspection	\$ -	\$ -	\$ 179	\$ 2,308	\$ 1,618	\$ -	\$ -	\$ 6,658	\$ 10,761.47	
403A	Surveying	\$ -	\$ -	\$ 179	\$ 865	\$ -	\$ 1,612	\$ -	\$ 12,206	\$ 14,861.73	
403B	Aerial Mapping	\$ -	\$ -	\$ 179	\$ 288	\$ -	\$ 806	\$ -	\$ 11,406	\$ 12,679.61	
404	Flow Monitoring	\$ -	\$ -	\$ 358	\$ 577	\$ -	\$ -	\$ -	\$ 19,065	\$ 19,998.62	
405	Right-of-Way Coordination	\$ -	\$ -	\$ 179	\$ 2,306	\$ 324	\$ -	\$ -	\$ 123	\$ 2,932.39	
406	Geotechnical Information	\$ -	\$ -	\$ 358	\$ 577	\$ -	\$ -	\$ -	\$ 15,259	\$ 18,193.62	
407	Engineering Field Reconnaissance	\$ -	\$ -	\$ 179	\$ 1,730	\$ 485	\$ -	\$ -	\$ 612	\$ 3,005.85	
408	Design Criteria and Construction Requirements	\$ -	\$ 679	\$ 358	\$ 2,863	\$ 485	\$ -	\$ -	\$ 188	\$ 4,593.26	
409	Rehabilitation Alternatives	\$ -	\$ -	\$ 715	\$ 2,306	\$ -	\$ -	\$ -	\$ 118	\$ 3,139.48	
410	Dewatering and Flow Bypassing	\$ -	\$ -	\$ 179	\$ 577	\$ 1,942	\$ -	\$ -	\$ 171	\$ 2,667.83	
411	Draft Preliminary Design Report and Cost Opinion	\$ -	\$ 1,358	\$ 715	\$ 5,768	\$ 647	\$ -	\$ 806	\$ 912	\$ 10,204.20	
412	Final Preliminary Design Report	\$ -	\$ -	\$ 1,431	\$ 2,306	\$ 162	\$ -	\$ 322	\$ 676	\$ 4,897.98	
413	Potholing	\$ -	\$ -	\$ -	\$ 432	\$ -	\$ -	\$ -	\$ 2,988	\$ 3,420.09	
	SUBTOTAL	\$ -	\$ 2,037	\$ 5,008	\$ 22,920	\$ 8,091	\$ 2,418	\$ 1,126	\$ 70,558	\$ 112,161	
500	70% DESIGN AND CONSTRUCTION DOCUMENTS										
501	Drawings	\$ -	\$ 1,358	\$ 715	\$ 1,153	\$ 4,855	\$ 8,060	\$ -	\$ 1,558	\$ 17,700	
502	Special Provisions	\$ -	\$ 2,716	\$ 1,431	\$ 4,325	\$ -	\$ -	\$ 1,114	\$ 435	\$ 10,020	
503	Cost Opinion	\$ -	\$ 339	\$ 179	\$ 1,730	\$ -	\$ -	\$ 223	\$ 112	\$ 2,583	
504	Deliverable	\$ -	\$ -	\$ 179	\$ 1,730	\$ 809	\$ 1,280	\$ 557	\$ 288	\$ 4,652	
505	Walkthrough	\$ -	\$ -	\$ -	\$ 1,442	\$ 647	\$ -	\$ 223	\$ 129	\$ 2,441	
	SUBTOTAL	\$ -	\$ 4,413	\$ 2,504	\$ 10,379	\$ 6,311	\$ 9,350	\$ 2,116	\$ 2,523	\$ 37,595	
600	100% DESIGN AND CONSTRUCTION DOCUMENTS										
601A	Revise Drawings	\$ -	\$ 339	\$ 849	\$ 5,092	\$ 5,092	\$ 6,789	\$ -	\$ 1,129	\$ 19,290	
601B	Revise Special Provisions	\$ -	\$ 170	\$ 679	\$ 1,358	\$ 1,697	\$ -	\$ 1,358	\$ 182	\$ 5,444	
601C	Revise Cost Opinion	\$ -	\$ 170	\$ 170	\$ 679	\$ -	\$ -	\$ -	\$ 35	\$ 1,054	
602	NDOT/Clark County Encroachment Permits	\$ -	\$ -	\$ 1,697	\$ 3,395	\$ 1,528	\$ -	\$ -	\$ 229	\$ 6,849	
	SUBTOTAL	\$ -	\$ 679	\$ 3,395	\$ 10,523	\$ 6,317	\$ 6,789	\$ 1,358	\$ 1,576	\$ 32,637	
700	FINAL DESIGN AND CONSTRUCTION DOCUMENTS										
701A	Finalize Drawings	\$ -	\$ -	\$ 679	\$ 3,395	\$ 1,356	\$ 3,395	\$ -	\$ 806	\$ 9,632	
701B	Finalize Special Provisions	\$ -	\$ -	\$ 339	\$ 1,667	\$ -	\$ -	\$ 679	\$ 100	\$ 2,985	
701C	Finalize Cost Opinion	\$ -	\$ -	\$ 170	\$ 339	\$ -	\$ -	\$ -	\$ 16	\$ 527	
	SUBTOTAL	\$ -	\$ -	\$ 1,168	\$ 5,601	\$ 1,358	\$ 3,395	\$ 679	\$ 923	\$ 13,144	
800	BID SERVICES										
801	Attend the Pre-Bid Conference	\$ -	\$ -	\$ 715	\$ 577	\$ -	\$ -	\$ -	\$ 547	\$ 1,839	
802	Attend the Preconstruction Conference	\$ -	\$ -	\$ 715	\$ 577	\$ -	\$ -	\$ -	\$ 547	\$ 1,839	
	SUBTOTAL	\$ -	\$ -	\$ 1,431	\$ 1,153	\$ -	\$ -	\$ -	\$ 1,094	\$ 3,678	
	BASIC SERVICE TOTAL	\$ 1,528	\$ 7,468	\$ 17,840	\$ 54,468	\$ 28,908	\$ 21,951	\$ 8,989	\$ 77,510	\$ 216,462	
800	BID SERVICES										
803	Contract Addenda	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
804	Answer Bidders Questions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
805	Additional Design Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	SUBTOTAL ADDITIONAL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,538	
PIC - Principal-in-Charge; Ch Engr - Chief Engineer; PM - Project Manager; Sr Engr - Senior Engineer;											
Jr Engr - Junior Engineer; CADD - CADD Operator											
Assumptions:											
										GRAND TOTAL	\$ 250,000

EXHIBIT E
LAS VEGAS WASH/SANDHILL SEWER REHABILITATION & NELLIS RELIEF SEWER

ID	Task	Task Name	Start	Duration	Finish	September		October		November		December		January		February		March		April		May		June		July		August		September		Oc
						M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B
1	0	Las Vegas Wash/Sandhill Sewer Rehabilitation & Nellis Blvd. Relief Sewer	Wed 12/15/04	196 days	Wed 9/14/05																											
2	300	PRELIMINARY AND GENERAL ITEMS	Wed 12/15/04	120 days	Tue 5/31/05																											
3	301	Kick Off Meeting	Wed 12/15/04	1 day	Wed 12/15/04																											
4	302	Progress Meetings	Wed 12/15/04	110 days	Tue 5/17/05																											
5	303	Utility/Agency/Project Coordination and Utility Search	Thu 12/16/04	20 days	Wed 1/12/05																											
6	304	Project Administration	Wed 12/15/04	120 days	Tue 5/31/05																											
7	305	Quality Assurance/Quality Control	Wed 12/15/04	120 days	Tue 5/31/05																											
8	400	PRELIMINARY ENGINEERING	Thu 12/23/04	53 days	Mon 3/7/05																											
9	401	Background Information Collection and Review	Thu 12/23/04	3 days	Mon 12/27/04																											
10	402	CCTV Inspection	Mon 1/3/05	3 days	Wed 1/5/05																											
11	403	Surveying and Topographic Mapping	Mon 1/10/05	15 days	Fri 1/28/05																											
12	404	Flow Monitoring	Mon 1/10/05	15 days	Fri 1/28/05																											
13	405	Right-of-Way Coordination	Tue 1/18/05	1 day	Tue 1/18/05																											
14	406	Geotechnical Information	Tue 1/25/05	30 days	Mon 3/7/05																											
15	407	Engineering Field Reconnaissance	Tue 1/25/05	1 day	Tue 1/25/05																											
16	408	Design Criteria and Construction Requirements	Thu 1/27/05	1 day	Thu 1/27/05																											
17	409	Rehabilitation Alternatives	Fri 1/28/05	1 day	Fri 1/28/05																											
18	410	Dewatering and Flow Bypassing	Mon 1/31/05	2 days	Tue 2/1/05																											
19	411	Draft Preliminary Design Report and Cost Estimate	Wed 2/2/05	5 days	Tue 2/8/05																											
20	411.1	City Review of Preliminary Design Report	Wed 2/9/05	10 days	Tue 2/22/05																											
21	412	Final Preliminary Design Report	Wed 2/23/05	2 days	Thu 2/24/05																											
22	413	Potholing	Tue 3/1/05	5 days	Mon 3/7/05																											
23	500	70% DESIGN AND CONSTRUCTION DOCUMENTS	Mon 2/28/05	44 days	Thu 4/28/05																											
24	501	Drawings	Mon 2/28/05	15 days	Fri 3/18/05																											
25	502	Special Provisions	Tue 3/8/05	15 days	Mon 3/28/05																											
26	503	Cost Opinion	Tue 3/29/05	2 days	Wed 3/30/05																											
27	505	70% Submittal	Thu 3/31/05	1 day	Thu 3/31/05																											
28	505.1	City Review of 70% submittal	Fri 4/1/05	20 days	Thu 4/28/05																											
29	600	100% DESIGN AND CONSTRUCTION DOCUMENTS	Fri 4/29/05	20 days	Thu 5/26/05																											
30	601	Revise Design and Construction Documents	Fri 4/29/05	5 days	Thu 5/5/05																											
31	601.1	City Review of 100% submittal	Fri 5/6/05	15 days	Thu 5/26/05																											
32	700	FINAL DESIGN AND CONSTRUCTION DOCUMENTS	Fri 5/6/05	20 days	Thu 6/2/05																											
33	701	Finalize Design and Construction Documents	Fri 5/27/05	2 days	Mon 5/30/05																											
34	702	NDOT/Clark County Encroachment Permits	Fri 5/6/05	20 days	Thu 6/2/05																											
35	800	BID SERVICES	Mon 7/11/05	48 days	Wed 9/14/05																											
36	801	Contract Addenda	Mon 7/11/05	20 days	Fri 8/5/05																											
37	802	Pre-Bid Conference	Mon 7/18/05	1 day	Mon 7/18/05																											
38	803	Answer Bidders Questions	Tue 7/19/05	10 days	Mon 8/1/05																											
39	803.1	Bid Opening	Wed 8/3/05	1 day	Wed 8/3/05																											
40	803.2	City Council Approval	Wed 8/31/05	1 day	Wed 8/31/05																											
41	804	Pre-Construction Conference	Wed 9/14/05	1 day	Wed 9/14/05																											

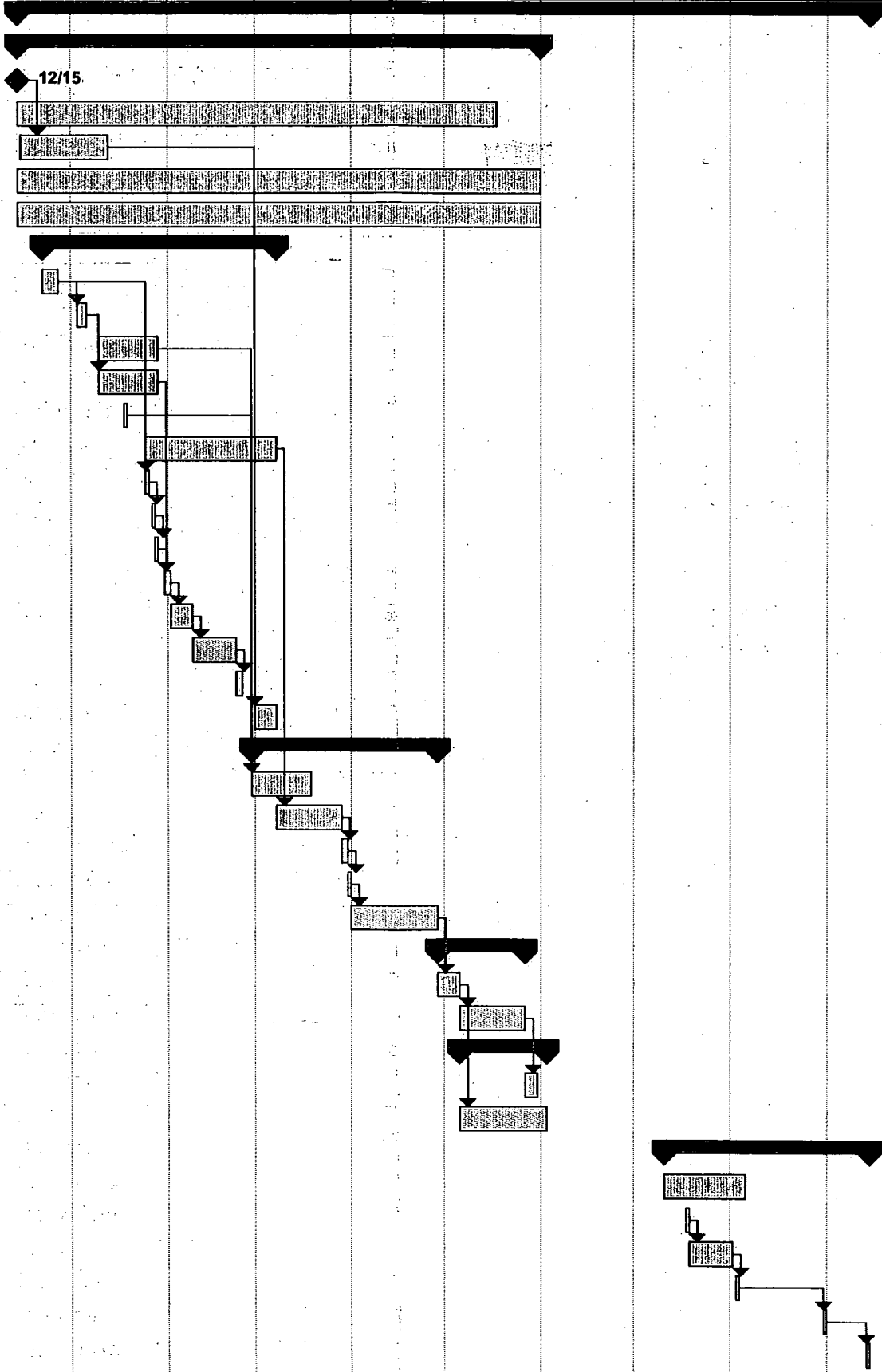


EXHIBIT F
INVOICE FOR ON CALL ENGINEERING DESIGN SERVICES

TO: CITY OF LAS VEGAS
 400 East Stewart Avenue
 Las Vegas, Nevada 89101

FROM: HDR Engineering, Inc.
 770 E. Warm Springs Road, Ste. 360
 Las Vegas, NV 89119

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

Project: Las Vegas Wash / Sandhill Sewer Rehab Repair
Attention: Ed Nettenstrom, P.E.

Project Task Order #	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
			#VALUE!		#VALUE!		#VALUE!	#VALUE!
			#VALUE!		#VALUE!		#VALUE!	#VALUE!
			#DIV/0!		#DIV/0!		#DIV/0!	\$ -
			#DIV/0!		#DIV/0!		#DIV/0!	\$ -
			#DIV/0!		#DIV/0!		#DIV/0!	\$ -
			#DIV/0!		#DIV/0!		#DIV/0!	\$ -
			#DIV/0!		#DIV/0!		#DIV/0!	\$ -
			#DIV/0!		#DIV/0!		#DIV/0!	\$ -
			#DIV/0!		#DIV/0!		#DIV/0!	\$ -
			#DIV/0!		#DIV/0!		#DIV/0!	\$ -
			#DIV/0!		#DIV/0!		#DIV/0!	\$ -
Totals		\$ -		\$ -		\$ -		#VALUE!

TOTAL AMOUNT DUE THIS INVOICE

\$ -

Total Amount Billed to Date

\$ -

Total Amount of Contract (Not to Exceed)

Total Amount Remaining in Contract

#VALUE!

Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
<u>Name</u>	HDR Engineering, Inc.
<u>Address</u>	770 E. Warm Springs Suite 360 Las Vegas, NV 89119
<u>Telephone</u>	(702) 938-6000
<u>EIN or DUNS</u>	47-0680568

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u>	Agreement to provide engineering consulting services related to the planning, design and services during bidding of improvements for the Las Vegas Wash/Sandhill Sewer Rehabilitation and Nellis Boulevard Relief Sewer

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.	HDR Inc. (100% ESOP Owned)	8404 Indian Hills Dr., Omaha, NE 68114	(402) 399-1000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5	<u>Disclosure of Ownership and Principals – Alternate</u>		
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.

HDR Engineering, Inc.

Firm Name

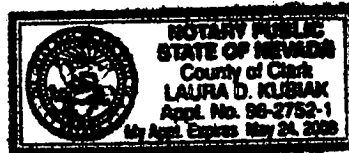
Lolene J. Terry

Lolene J. Terry, Vice President

Subscribed and sworn to before me this 11th day of

August, 2004.

Laura D. Kubiak
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Interlocal Agreement 110567 with the Las Vegas Valley Water District (LVVWD) for the construction and funding of well discharge pipelines to be constructed in conjunction with the Alexander/Hualapai Road Improvement project - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Interlocal Agreement will allow the City of Las Vegas to receive reimbursement from the LVVWD for construction of well discharge pipelines that will connect to the storm drain. The well discharge pipelines will eliminate the practice of discharging test waters into the streets during flow testing of LVVWD wells.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement 110567

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

**INTERLOCAL AGREEMENT
CONSTRUCTION AND FUNDING OF WATER FACILITIES
AS PART OF THE ALEXANDER ROAD/HUALAPAI WAY
ROAD IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into this 1ST day of March, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter called "CITY," and the Las Vegas Valley Water District, a quasi-municipal corporation of the State of Nevada, hereinafter called "DISTRICT":

RECITALS

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada; and

WHEREAS, the City intends to construct the Alexander Road / Hualapai Way Road Improvement Project, in Alexander Road between Hualapai Way and Durango Drive (hereinafter called "Project"); and

WHEREAS, the District desires the City to include water facilities (hereinafter called "water facilities") as part of the Project, as shown on Exhibit I attached hereto and incorporated herein as a part of this Agreement; and

WHEREAS, the District desires the City to construct and perform contract administration for the construction of the water facilities; and

WHEREAS, both the City and the District are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, THEREFORE, the parties agree to the following:

ARTICLE I

CITY AGREES:

1. To advertise the water facilities as an additive alternate bid item to the Project pursuant to the requirements of NRS Chapters 332 and 338 and, if approved by the District as required under Article II, paragraph 2, award the contract for the Project, including the water facilities, to the lowest responsive and responsible bidder in the base bid amount.

2. To construct the water facilities in accordance with design drawings approved by the District.
3. To provide contract administration for the construction of the water facilities.
4. To prepare and process, when appropriate and after communication with the District, construction change orders for the water facilities.
5. To provide an invoice to the District on a monthly basis for the water facilities based upon actual construction completed.

ARTICLE II

DISTRICT AGREES:

1. To provide to the City a Purchase Order number for the water facilities prior to bid opening, valid for an amount not to exceed the estimated additive alternate bid price, plus the contract administration fee identified in Article II, paragraph 5.
2. To provide a decision to the City whether to include the construction of the water facilities in the award of the Project within five (5) business days after the bid opening if the actual additive alternate bid amount is greater than the estimated additive alternate bid amount covered by the Purchase Order as identified in Article II, paragraph 1.
3. To pay the City for each properly submitted invoice against the Purchase Order within 30 calendar days of receipt thereof.
4. To fund at its sole cost and expense the actual cost of constructing the water facilities which will be based upon the actual in-place quantities and the contract unit bid prices.
5. To fund at its sole cost and expense the cost of contract administration fees for the water facilities at 10 percent of the actual water facilities construction cost.
6. To assist the City in obtaining any permits necessary for the construction of the water facilities.
7. To respond to all requests for clarification, shop drawings and change orders necessary for the construction of the water facilities within five working days of receipt thereof.
8. To pay the full cost of change orders initiated by the District or caused by errors or omissions in the water facilities design, including the contract administration fee identified in Article II, paragraph 5.

9. To inspect the construction of the water facilities and coordinate the results of the inspection with the City's representative.

ARTICLE III

IT IS MUTUALLY AGREED:

1. That this Agreement shall inure to the benefit of, and be binding upon, the City and the District. Nothing in this Agreement shall be construed to give any rights or benefits to any member of the general public or any other individual or entity. This agreement is intended to benefit only the parties hereto.

2. That this Agreement represents the entire understanding of the City and the District relative to the construction of the water facilities in conjunction with the Project.

3. That this Agreement shall remain in effect for a period commencing with the date of execution by both the City and the District and will terminate when construction of all improvements contemplated herein have been completed and the City has received the required reimbursement from the District in accordance with this Agreement for all costs related to the construction of the water facilities, or by written agreement between the City and the District.

4. That this Agreement may be executed in any number of counterparts and when so executed each such counterpart shall be deemed to be an original hereof.

5. That this Agreement, or parts hereof, shall be subject to amendment as may be proposed by the City or the District; provided, however, that all amendments to this Agreement must be in proper form and be properly executed by the City and the District.

6. That without waiving the limitations of NRS Chapter 41, the City will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations of NRS Chapter 41, the District will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement.

7. That the City and the District, their respective officers and employees shall be immune for any breach of this Agreement caused by the incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the City or the

District, their respective officers or employees, regardless of the cause of error (reference NRS 41.0321).

8. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid or unenforceable any other part of this Agreement.

9. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

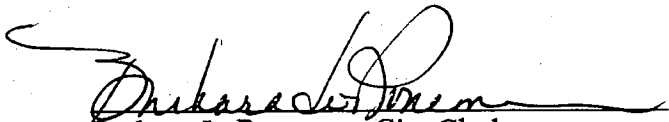
IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement as of the date set forth above.

APPROVED AS TO FORM:

 12/9/04
City Attorney - ~~DEPUTY~~
City of Las Vegas

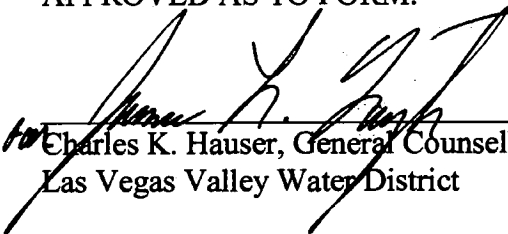
ATTEST:

CITY OF LAS VEGAS


Barbara Jo Ronemus, City Clerk

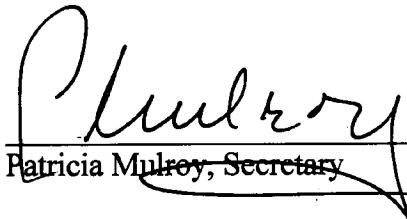

Oscar B. Goodman, Mayor

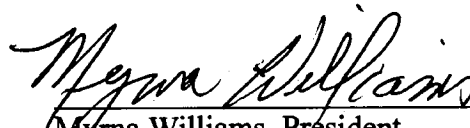
APPROVED AS TO FORM:


Charles K. Hauser, General Counsel
Las Vegas Valley Water District

ATTEST:

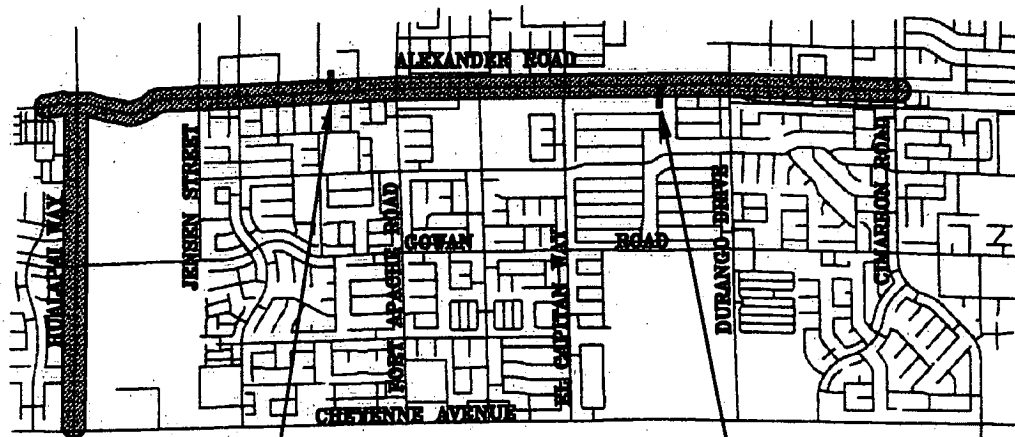
LAS VEGAS VALLEY WATER DISTRICT


Patricia Mulroy, Secretary


Myrna Williams, President
Board of Directors

**CITY OF LAS VEGAS
ALEXANDER ROAD/HUALAPAI WAY
ROAD IMPROVEMENT PROJECT
PROJECT NO. 109873**

TLN/003004/AGP20058.DWG
NO SCALE



INSTALL APPROXIMATELY
12 L.F. OF 8" WELL
DISCHARGE PIPELINE
AT WELL NO. 91

INSTALL APPROXIMATELY
73 L.F. OF 12" WELL
DISCHARGE PIPELINE
AT WELL NO. 110

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement with Project Engineering Consultants, Ltd., for professional engineering services related to the City of Las Vegas Unlined Reinforced Concrete Pipe (RCP) Evaluation and Rehabilitation Program, Phase 4 (\$454,619 - City of Las Vegas [CLV] Sanitation Fund) - Wards 1, 2, 3, 5 and 6 (Moncrief, Wolfson, Reese, Weekly and Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$454,619.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	CLV Sanitation Fund

PURPOSE/BACKGROUND:

The City of Las Vegas desires to evaluate approximately 76,200 linear feet of older existing, large diameter unlined sanitary sewer lines at various locations for indications of erosion, deterioration and infiltration and to determine rehabilitation methods, costs and priorities. This evaluation is intended to locate areas of potentially hazardous pipe deterioration and to correct these situations prior to failure of the pipelines. The cost associated with this agreement is \$454,619.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR THE SANITARY SEWER CONDITION ASSESSMENT, PHASE 4**

THIS AGREEMENT is made and entered into this 19th day of January, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and PROJECT ENGINEERING CONSULTANTS, LTD. (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to perform Phase 4 of the Sanitary Sewer Condition Assessment Program (herein the "Project"); and

WHEREAS, the City desires to retain a qualified engineer who will be responsible for providing the engineering 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 these 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 data, inspection reports, inspection tapes, reports, and studies 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 James T. Anspach, 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 studies, reports, and related documents 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 Four Hundred Fifty-four Thousand Six Hundred Nineteen Dollars (\$454,619) 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 Three Hundred Forty-eight Thousand Four Hundred Nine Dollars (\$348,409) without prior written approval from the City. Such payment is based upon the individual lump sum amounts that are identified in Exhibit "D", being derived from the manhour estimates (including subconsultants) set forth in Exhibit "C" attached hereto.

7.03 Compensation: Additional Services. For the additional services set forth in Exhibit "B," the City shall pay to the Consultant either a lump sum or an hourly fee based upon the hourly rates set forth in Exhibit "D" attached hereto, whichever is approved in writing by the City's Representative. Such payment shall not exceed One Hundred Six Thousand Two Hundred Ten (\$106,210) without the prior written approval of the City.

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

7.05 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 reports, studies, videotapes 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 reports, studies 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
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TO CONSULTANT:

James T. Anspach, P.E.
Manager
Project Engineering Consultants, Ltd.
4023 Industrial Road
Las Vegas, Nevada 89103

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Fax: (702) 228-3490
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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.

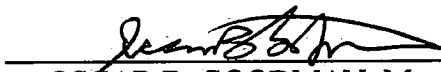
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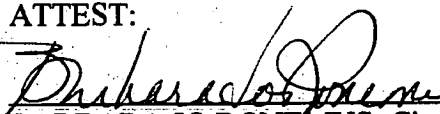
IN WITNESS WHEREOF, the parties have caused this Engineering Design Services Agreement for Phase 4 of the Sanitary Sewer Condition Assessment Program to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"City"

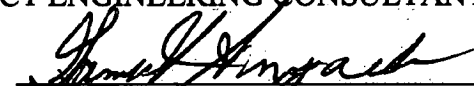
ATTEST:


BARBARA JO RONEUMUS, City Clerk

APPROVED AS TO FORM:

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

PROJECT ENGINEERING CONSULTANTS, LTD.

By: 
JAMES T. ANSPACH, P.E.

Its: Manager

"Consultant"

EXHIBITS

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

EXHIBIT "A"**SCOPE OF BASIC SERVICES
SANITARY SEWER CONDITION ASSESSMENT PROGRAM, PHASE 4****PROJECT UNDERSTANDING**

The City of Las Vegas (City) has significant quantities of mid-size sanitary sewer interceptors, collectors and mains of various materials installed as part of its wastewater collection system. This project will include the evaluation, prioritization, and recommendations for rehabilitation of existing sanitary sewer lines as shown in Table A.1. As part of the project, the City desires to complete a sewer condition assessment or evaluation for an estimated length of approximately 78,000 lineal feet of existing sewer lines that are from 20 to 75 years old. The scope of work generally consists of the following major tasks:

- Project Management
- Data collection and review
- Physical inspection of pipelines and manholes
- Closed-circuit television inspection of the pipelines
- Assessment reports based on inspection results
- Preparation of a report summarizing the results and recommendations of the study
- Closed-circuit television inspection (only) of the Charleston Boulevard Sewer from Casino Center to 25th Street to determine gravel and other construction material in the pipeline.
- Evaluation of the 6-inch sewer line in Commerce.
- Develop a GIS Condition Information Program
- Evaluation of seven (7) pipeline lengths carried over from the Phase 3 Assessment Program as noted below.

The project will provide the City with a condition assessment of the pipelines, and, where observed or determined, recommendations regarding the need for rehabilitation or replacement, rehabilitation techniques and a recommended rehabilitation priority list. The recommended priority list shall be based on severity of corrosion and structural deterioration, relative importance of the reach of line being evaluated, and shall be developed in cooperation with City of Las Vegas Public Works staff.

The work carried over from the Phase 3 Assessment includes two lengths of pipeline on Decatur Boulevard, two lengths of pipeline on Rancho Road, two

lengths of pipeline on Charleston Boulevard, and one length of pipeline on 15th Street.

The sanitary sewers included in this phase of the evaluation are shown in Table A.1:

Table A.1. Sanitary Sewers to be Evaluated in Phase 4

Sewer	Pipe Diameters	Length	Year Constructed
1. 15th Street Sewer	15"	4,000 ft	1930s & 1940s
2. Oakey Boulevard Sewer	10" to 15"	14,500 ft	1942 - 1962
3. Alta Dr. – Valley View Sewer	10" to 18"	12,400 ft	1953 & 1954
4. Rancho - Tonopah Sewer	10" to 15"	8,600 ft	1953 - 1967
5. Martin L. King Boulevard Sewer	15"	4,000 ft	1963
6. Smoke Ranch Rd. Sewer	10" to 15"	5,700 ft	1963 - 1967
7. Sahara Avenue Sewer	12" to 15"	5,000 ft	1964
8. Charleston Boulevard Sewer	12" to 15"	12,000 ft	1965
9. Rancho-Painted Desert Sewer	15" to 21"	10,000 ft	1970 & 1986
10. Commerce Street Pipeline Evaluation	6" Sewer Evaluation	1,800 ft	Unknown
11. Charleston Blvd. Interceptor	Video Inspection only	11,000 ft	N/A
Total Video Length		89,000 ft.	
Total Evaluation Length		1,800 ft.	
Total Assessment Length		76,200 ft.	

A detailed description of the scope of work follows:

SCOPE OF WORK

Task 1.0 Project Management

- 1.1. **Management.** The Consultant shall manage, monitor and review work progress and budget of project team including sub-consultants.
- 1.2. **Monthly Invoices.** The Consultant shall prepare and submit to the City monthly invoices including a brief written narrative that includes an updated schedule and actual and projected budget of the project team including consultants.
- 1.3. **Progress Meetings.** Consultant shall participate in bi-weekly progress meetings with City staff, generally to be held at the City of Las Vegas. The purpose of the bi-weekly progress meetings is to provide an opportunity for Consultant and City to review progress of the work, present and discuss interim results, anticipate and mitigate any performance problems and address other issues and concerns. There shall be immediate notification of any serious defect.
 - Within one week following notice-to-proceed, Consultant shall prepare for City's review a proposed standard progress meeting agenda. City shall provide comments to Consultant within one week following submittal of the proposed meeting agenda.
 - Consultant shall prepare meeting minutes for each bi-weekly progress meeting. Meeting minutes shall be prepared and submitted to all meeting attendees in draft form within two working days following the meeting. Review comments shall be due back to Consultant within two working days following receipt of draft meeting minutes. City and Consultant shall mutually agree to a meeting minutes format.
- 1.4. **Other Meeting Minutes.** The Consultant shall prepare and distribute meeting minutes for all meetings with the City, summarizing agreements reached and actions required.
- 1.5. **Review.** The Consultant shall perform periodic quality reviews of the work progress as required to ensure that the project scope is achieved. The Consultant shall review and edit all deliverables in-

house for quality assurance prior to submittal to the City.

- 1.6. **By-Pass Coordination.** The Consultant shall coordinate the CCTV and Pipeline Cleaning effort with the by-pass pumping that will be completed by others at the Rancho Road / Lone Mountain Road intersection.

Task 2.0 Data Collection and Review

- 2.1. The Consultant shall collect and review pertinent existing data relating to the sanitary sewer pipes, including:
- The existing inventory of the project sewers from the City's GIS database.
 - Existing record drawings.
 - Existing Closed Circuit Television Videos and Photographs, if available.
 - Sewer flow model output data to determine the flow characteristics to determine the available capacity and potential for capacity reducing rehabilitation options.

The City of Las Vegas shall provide the above information to Consultant.

Task 3.0 Physical Inspection

- 3.1. **Schedule for Physical Inspection.** Consultant shall provide the City with a proposed schedule for all sewer inspections, including closed circuit television (CCTV) and manhole inspections. This schedule shall be submitted to the City within one week following completion of Task 2.1.
- 3.2. **Pre-Inspection Walk-through.** Throughout the physical inspection period, a pre-inspection walk-through shall be conducted prior to the start of inspection of any segment of sewer. This field inspection shall be conducted to:
- Locate all manholes within the segment of sewer to be inspected.

The City shall provide assistance in locating or providing access to manholes that Consultant is unable to locate or manholes that are inaccessible.

- Identify access and traffic control issues.
 - Identify issues to be addressed by City maintenance staff prior to inspection.
- 3.3. Permits. The Consultant shall obtain all necessary permits from the governing agencies that apply to permit requirements, including traffic control, allowable work hours, and other provisions the agencies impose.
- 3.4. Manhole Inspections. Each manhole shall be physically inspected from the ground surface. Confined space entry is not required for the inspection of manholes. Photographs of each manhole shall be taken to document upstream and downstream conditions, hydraulics, condition of the manhole, etc. The purpose of this task shall be to preliminarily identify manholes that may require replacement or rehabilitation. This proposal is based on 274 total manholes.
- 3.5. Closed Circuit Television (CCTV) Video Inspection and pre-video cleaning. Pipeline segments shall be inspected via CCTV equipment. Video of the CCTV inspection in DVD format and inspection logs shall be prepared for each sewer line segment inspected. One copy of each DVD and inspection log shall be delivered to the City upon completion of Consultant's review of the CCTV inspection tapes. Immediately prior to and in conjunction with the CCTV inspection, the pipelines shall be cleaned with a 2-pass high pressure spray.
- 3.6. Charleston Boulevard CCTV Inspection. A CCTV inspection shall be completed on Charleston Boulevard from Casino Center Drive to Las Vegas Boulevard and from Bruce Street to 25th Street to determine if and how much gravel and other construction material has been placed in the pipeline from the Charleston Blvd. Pavement Rehabilitation Project.
- 3.7. Commerce Street Evaluation. The record information for the existing sewer pipeline in Commerce Street indicates that the pipeline is 6-inches in diameter and 1,800 ft. in length. A CCTV inspection will be completed for this pipeline to prepare an evaluation of the pipeline to determine the physical condition of the pipeline, to determine if the capacity of the pipeline is sufficient, and to determine if additional or replacement pipelines might be warranted.

- 3.8. **Traffic Control.** In general, the Consultant shall attempt to access sewers from manholes requiring minimal traffic control. In the event that traffic control is needed, the Consultant shall notify the City, and traffic control plans shall be submitted by the Consultant and approved per the governing agencies.

Task 4.0 Review Video Inspection Diskettes

- 4.1. **Video Inspection Tape Review.** The Consultant, using a NASSCO certified reviewer, shall review the video inspections. Each inspection shall be reviewed to ensure that adequate information has been collected to evaluate the existing condition of the pipeline.
- 4.2. **Prepare Defect Log.** The Consultant shall prepare defect logs during the video inspection review to identify and record the defects identified. Defect logs shall be presented in a table in the final report prepared in Task 5.0. This table shall summarize the findings of the field inspection and defect logs. Field inspection and defect logs shall be included in an appendix to the report.
- 4.3. **Preliminary Condition Assessment.** Based on the identified defects, the pipe condition shall be assessed using peak and/or total defects. The condition grade of the sewer shall be prepared based on a scale of one-to-five as shown in Table A.2 (from NASSCO).

Table A.2. Condition Ratings of Evaluated Sewers

Rating	Condition	Condition Rating for Corrosion Severity	Implication
1	Excellent	Minor Defects	Failure unlikely in the foreseeable future
2	Good	Defects that have not begun to deteriorate	Pipe unlikely to fail for at least 20 years
3	Fair	Moderate defects that will continue to deteriorate	Pipe may fail in 10 to 20 years
4	Poor	Severe defects that will become Grade 5 defects within the foreseeable future	Pipe will probably fail in 5 to 10 years
5	Immediate Attention	Defects requiring immediate attention	Pipe has failed or will likely fail within the next five years

- 4.4. **Review Meeting.** At the completion of the field investigations, the Consultant shall conduct a Review Meeting with the City to present the initial inspection results and to identify any areas of immediate concern. However, to the degree practicable, initial inspection results and areas of immediate concern shall be discussed at the bi-weekly progress meetings.

Task 5.0 Final Condition Evaluation and Assessment Report

- 5.1. **Identify Rehabilitation Ratings.** The Consultant shall develop rehabilitation ratings for each sewer segment inspected. This rehabilitation rating shall account for the internal condition assessment and the consequence of failure. It is anticipated that this task shall be performed in cooperation with City of Las Vegas Public Works staff.
- 5.2. **Rehabilitation/Replacement Alternatives.** The Consultant shall identify the benefits and limitations of various alternative methods for rehabilitation including both conventional and trenchless methodologies. This task shall result in a table of common rehabilitation methodologies that describe their benefits and limitations and shall be included in the final report.
- 5.3. **Constructability Evaluation.** The Consultant shall preliminarily identify major construction issues that may be incurred during the rehabilitation/replacement process including access, traffic control, bypass pumping, and other issues. The primary purpose in identifying these issues is to assist in accounting for site-specific conditions as rough-order-of-magnitude cost estimates are developed.
- 5.4. **Cost Estimates.** Preliminary cost estimates shall be developed for each rehabilitation/replacement alternative evaluated.
- 5.5. **Recommend Alternatives.** Consultant shall preliminarily identify rehabilitation alternatives appropriate to each pipeline. This preliminary identification shall provide the basis for more detailed evaluation of alternatives during the detailed design phase.
- 5.6. **Identify Priority List.** If the condition of the pipeline mandates repair and/or maintenance, projects shall be grouped into logical construction projects. Recommended completion date shall be

provided based on anticipated remaining life. It is anticipated that this task shall be performed in cooperation with City of Las Vegas Public Works staff.

- 5.7. **Draft Report.** The Consultant shall prepare and submit three (3) copies of the draft report summarizing the results of condition assessment study, including the recommended rehabilitation program. In addition, the consultant shall submit an electronic copy of the draft report in a .pdf file format bookmarked to the sections defined in the report.
- 5.8. **Review Meeting.** The Consultant shall conduct a review meeting with the City to present the findings and the recommended rehabilitation program, and to discuss comments to the draft report.
- 5.9. **Final Report.** The Consultant shall prepare and submit three (3) copies of the final report to the City. In addition, the consultant shall submit an electronic copy of the final report in a .pdf file format bookmarked to the sections defined in the report.

Task 6.0 G.I.S. Services. GIS Services will be performed for both this Phase 4 Assessment Program and for the recently completed Phase 3 Assessment Program.

- 6.1 **GIS Database Design.** This task assumes that the Existing GIS Database will be available from the City and the City staff will be available for input. PEC does not assume responsibility for inaccuracies in the information provided by the City. This task will not correct inaccuracies found in the furnished database.
- 6.2. **Database Design Development.** Prepare a formal Database Design for use by City and for eventual inclusion in the City's overall GIS Database Design. The Consultant will coordinate with the team members for the content and format of the data.
- 6.3. **Field Data Integration.** All required information and data would be available from the CCTV Sub-contractor and the City.
- 6.4. **Field Data Conversion.** Conversion of the data collected by the CCTV Sub-contractor in their field investigations to newly developed GIS data model for the City. The Consultant will coordinate with the team members for the content and exchange of data.
- 6.5. **Field Data QA/QC.** Checking of the field collected data after creating GIS Database. This QA/QC will be performed using automated

programs as well as manual techniques.

- 6.6. Preparation of the GIS Deliverables. Assumptions: All deliverables will be in ESRI ArcGIS 9.X application. Deliverables: ESRI ArcGIS 9.0 data will be provided on a pre-determined electronic media. Report of GIS related activities of the Project including visual data representing pipe grade conditions and pipe segment defects.
- 6.7. Coverage and Attribute Development. Develop acceptance criteria and standards; develop GIS coverage of the field collected and analyzed data with the City GIS. These data will be prepared in ESRI ArcGIS 9.0 format to be compatible with the City's GIS.
- 6.8. QA/QC. Perform QA/QC of the prepared coverages and the attributes using automated programs as well as manual techniques. This QA/QC will check for attribute accuracy as well as topological accuracy in the GIS data sets. Attribute data includes any geographic coordinates determined by GPS data, and CCTV data from non-spatial tables.
- 6.9. Export File / CD Prep. Prepare Personal Geodatabase in M.S. Access electronic data format for delivery to the City. This will permit accurate and verifiable records of delivery of data to the City.
- 6.10. Project Management and QA/QC Reviews. Project management and reviews necessary for Quality Assurance and Quality Control. The Consultant will manage, monitor and review work progress and budget of project team including Consultant's Sub-contractors. The Consultant shall prepare and distribute meeting minutes for all meetings with the City, summarizing agreements reached and actions required.

Task 7.0 Additional Services

- 7.1 Additional Services that may be provided under this Agreement are identified in Exhibit B.

EXHIBIT "B"

ADDITIONAL SERVICES
SANITARY SEWER CONDITION ASSESSMENT PROGRAM, PHASE 4

7.0 ADDITIONAL SERVICES The Consultant shall provide any or all of the following, in accordance with the attached rate schedule and with the unit rates as identified below, when so requested in writing by the City:

- 7.1 **Additional Pipeline Inspections and Evaluations.** The City may request that the Consultant conduct additional pipeline inspections and evaluations not to exceed an estimated 12,000 lineal feet of pipeline at locations agreed upon by both the Consultant and the City. Additional Inspections and Evaluation will be conducted at a unit cost of **\$3.10** per foot of additional pipeline (\$0.95 per foot for inspections and \$2.15 per foot for evaluations).
- 7.2 **Additional Manhole Inspections and Evaluations.** Because this project may contain more manholes than have been estimated, the City may request that the Consultant conduct additional the manhole inspections and evaluations not to exceed an estimated 40 additional manholes as agreed upon by both the Consultant and the City. Additional Inspections and evaluation will be conducted at a unit cost of \$145.00 per manhole
- 7.3 **Flow Monitoring.** The City may request that the Consultant monitor wastewater flows at not to exceed an estimated 10 locations, as agreed upon by both the Consultant and the City, for obtaining additional data. These locations will be evaluated with the City after obtaining the City's existing flow model, metering data, and/or future capacity requirement projections. Flow Monitoring will be provided at the unit cost per location in accordance with the following table.

Table B.1. Flow Monitoring Costs

Number of Locations per Authorization	Mobilization/Demobilization Charge per Authorization	Unit Cost per Flow Monitoring Location
1 to 5	\$1,900	\$3,150
5 to 10	\$1,900	\$2,300

Flow monitoring unit costs assume a flow monitoring duration of seven days. If monitoring continues beyond seven days, an additional monitoring rate of \$125.00 per day (or portion thereof) shall apply. Mobilization/Demobilization charges apply based on the number of monitoring locations authorized, on a per authorization basis.

- 7.4 Inaccessible Manholes. It is anticipated that certain manholes may not be accessible either due to: 1) paving over the manholes, 2) the manhole covers have been bolted down, 3) manholes buried in turf areas, or 4) the manholes may not have been installed. The Consultant shall provide assistance to the City in identifying these manholes in advance, shall provide sketches and specification notes required to provide access using either City forces or a City acquired construction contractor.
- 7.5 Additional Pipeline Cleaning. It is anticipated that certain segments of the pipeline will require additional cleaning beyond the cleaning included in the basic services (i.e., require a more thorough and longer cleaning time because of cemented debris or large debris quantities). While performing the initial cleaning and the closed circuit television video inspection, the Consultant shall identify which pipe segments require additional cleaning and shall notify the City of such as well as the anticipated level of cleaning required. Once the City has accepted the cleaning plan, the Consultant shall clean the pipeline segments agreed upon with the City not to exceed 4000 linear feet of additional cleaning based on the following payment schedule: \$5.82 per Linear Foot. Re-video taping and Inspection of the cleaned pipe will be paid for at the unit price indicated in 7.1.
- 7.6 Charleston Boulevard – Additional CCTV Inspection. The City may request that the Consultant perform additional CCTV inspection on Charleston Boulevard from Las Vegas Boulevard to Bruce Street to determine if and how much gravel and other construction material has been placed in the pipeline from the Charleston Blvd. Pavement Rehabilitation Project. This service will be completed at an additional cost of \$0.65 per lineal foot.
- 7.7 Additional Engineering Services. The City may request that the Consultant perform additional miscellaneous engineering services not defined in the subtasks above or in Exhibit A.

**EXHIBIT C. MANHOUR ESTIMATES (STAFF TASK HOURLY BREAKDOWN)
SANITARY SEWER EVALUATION and REHABILITATION PROGRAM, PHASE 4**

	A	B	C	D	E	F	G	H	I	J
	T		Principal In Charge	PROJECT MANAGER	Project Engineer	CADD/IT	Field Inspector		Clerical / Admin. Assistant	TOTAL LINE ITEM HOURS
1	A	TASK DESCRIPTION								
2	S									
3	K									
4	1.0	Project Management								
5	1.1	Management		60					8	68
6	1.2	Monthly Invoices		22					12	34
7	1.3	Progress Meetings	4	44	44				14	108
8	1.4	Other Meetings		8	8	0			4	20
9	1.5	Management Review	32	18	0	0			4	52
10	1.6	System Coordination		4	4				2	10
11		SUBTOTAL TASK 1.0	36	154	56	0	0	0	24	280
12	2.0	Data Collection/Review								
13	2.1	Collect & Review Existing Data	0	4	24	18		0	0	44
14		SUBTOTAL TASK 2.0	0	4	24	18	0	0	0	44
15	3.0	Physical Inspections								
16	3.1	Inspection Schedule	0	16					4	20
17	3.2	Pre-Inspection Walkthrough		24	60	60			4	148
18	3.3	Acquire Permits		0	8				8	24
19	3.4	Manhole Inspections		8	12	8	0		4	32
20	3.5	CCTV Video Inspections		12	8	4			4	28
21	3.6	Charleston Blvd CCTV Inspection		4	8				2	14
22	3.7	Commercial Street Evaluation		4	4				4	12
23	3.8	Traffic Control		2	8	4			4	12
24		SUBTOTAL TASK 3.0	0	70	108	78	0	0	22	274
25	4.0	Review Video Inspection Tapes								
26	4.1	Video Inspection Review	0	24	160	60				244
27	4.2	Prepare Defect Logs	2	24	48	18				90
28	4.3	Preliminary Condition Assessment	4	24	48	18			4	92
29	4.4	Review Meeting		4	8	4			4	20
30		SUBTOTAL TASK 4.0	6	76	264	98	0	0	4	428
31	5.0	Final Condition Evaluation Report								
32	5.1	Identify Rehabilitation Ratings	0	16	4	0				20
33	5.2	Rehabilitation/Replacement Alternatives	4	16	24	8			2	54
34	5.3	Constructability Evaluation	8	16	8				2	38
35	5.4	Cost Estimates	0	4	24	12			2	42
36	5.5	Recommend & Review Alternatives	6	48	20	6			2	78
37	5.6	Identify Priority List	0	12	20	0			2	34
38	5.7	Draft Report	0	24	60	12			48	166
39	5.8	Review Meeting	0	4	4	0			8	18
40	5.9	Incorporate Comments/Findings Report	0	16	24	8			8	56
41		SUBTOTAL TASK 5.0	12	148	208	48	0	0	58	474
42	6.0	GIS SERVICES								
43		Total GIS Services	2	12	280	0	0	0	4	278
44		SUBTOTAL TASK 6.0	2	12	280	0	0	0	4	278
45		TOTAL BASIC SERVICES	56	484	918	238	0	0	132	1808
46	7.0	ADDITIONAL SERVICES								
47	7.1	Additional Pipeline Inspections & Evaluations	4	40	60	60			8	182
48	7.2	Additional Manhole Inspections & Evaluations	0	4	12	2			1	19
49	7.3	Flow Monitoring	0	4	16	18			4	40
50	7.4	Inaccessible Manhole Assistance	0	8	16	18	0		4	44
51	7.5	Additional Pipeline Cleaning		8	16	18			4	44
52	7.6	Charleston Blvd Additional Inspection	2	2	0	0			0	8
53	7.7	Additional Engineering Services	0	48	16	0			4	68
54		SUBTOTAL TASK 7.0	4	108	182	110	0	0	25	407
55		Column Totals all Tasks	80	876	1080	348	0	0	187	2213
56									Check =	2213
57										
58										
59										
60										

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EXHIBIT D. COST DERIVATIVE and HOURLY FEE SCHEDULE **SANITARY SEWER EVALUATION and REHABILITATION PROGRAM, PHASE 3**

A	B	C	D	E	F	G	H	I	J	K	L
1	TASK DESCRIPTION	Principal In Charge	PROJECT MANAGER	Associate Engineer	CADDIST	Field Inspector	Chemical / Admin. Assistant	SUB CONSULTANT	TOTAL LABOR COSTS	Other Direct Charges (DDC's)	TOTAL COSTS
2	HOURLY RATE	318	318	318	318	318	318				
3	MULTIPLIER										
4	1.0 Project Management										
5	1.1 Management	0	6,131	0	0	0	570		6,601		6,501
6	1.2 Monthly Meetings	0	2,880	0	0	0	644		3,524		3,524
7	1.3 Progress Meetings	0	6,863	4,600	0	0	647		11,448		11,448
8	1.4 Other Meetings	0	1,084	628	0	0	185		2,088		2,088
9	1.5 Management Review	0	6,421	0	0	0	185	200	7,774		7,774
10	1.6 Bylaws Coordination	0	640	415	0	0	82		1,098		1,098
11	1.7 Budget Coordination	0	20,370	8,804	0	0	2,153	200	34,528		34,528
12	2.0 DATA COLLECTION/REVIEW										
13	2.1 Collect & Review Existing Data	0	142	2,487	1,388	0	0	0	4,388		4,388
14	2.2 Review Existing Data	0	142	2,487	1,388	0	0	0	4,388		4,388
15	3.0 PHYSICAL INSPECTIONS										
16	3.1 Inspection Schedule	0	2,185	0	0	0	185	400	2,853		2,753
17	3.2 Pre-Inspection Walkthrough	0	3,252	0	0	0	185	1,800	5,237		5,052
18	3.3 As-built Permits	0	0	628	0	0	0	1,800	2,428		2,428
19	3.4 Manhole Inspections	0	1,084	1,244	0	0	185	27,400	3,184		3,184
20	3.5 CCTV Video Inspections & Cleaning	0	1,084	828	338	0	185	108,600	2,878		2,878
21	3.6 Construction Blvd CCTV Inspections	0	642	628	0	0	82	2,300	1,444		1,444
22	3.7 Construction Street Evaluation	0	642	415	0	0	185	2,350	1,141		1,141
23	3.8 Video Control	0	271	622	338	0	0	10,000	12,322		11,252
24	3.9 SUBMITTAL TASK 3.10	0	0	10,000	6,437	0	1,078	151,700	171,215		171,215
25	4.0 Interview Video Inspection Tapes										
26	4.1 Video Inspection Tape Review	0	3,252	16,832	6,082	0	0	0	24,917		24,917
27	4.2 Project Detail Logs	0	3,252	1,358	1,358	0	0	0	5,968		5,968
28	4.3 Preliminary Condition Assessment	0	678	4,878	1,358	0	0	0	10,290		10,290
29	4.4 Review Meeting	0	642	828	338	0	185	0	1,885		1,885
30	5.0 Final Condition Evaluation Report										
31	5.1 Final Condition Evaluation Report	0	10,000	21,281	8,131	0	185	0	49,497		49,497
32	5.2 Identify Rehabilitation Needs	0	2,185	415	0	0	0	0	2,600		2,600
33	5.3 Rehabilitation Alternatives	0	2,185	2,487	678	0	82	0	5,183		5,183
34	5.4 Cost Estimation	0	2,185	628	0	0	82	0	3,095		3,095
35	5.5 Cost Estimates	0	642	2,487	1,018	0	82	0	4,138		4,138
36	5.6 Recommendation & Review Alternatives	0	1,358	2,078	678	0	82	0	3,791		3,791
37	5.7 Draft Report	0	1,358	2,078	678	0	82	0	3,791		3,791
38	5.8 Draft Report	0	3,252	2,078	1,018	0	1,448	0	14,408		14,408
39	5.9 Review Meeting	0	642	415	0	0	0	0	1,057		1,057
40	5.10 Incorporate Comments/Revisions Report	0	2,185	2,487	678	0	370	0	5,703		5,703
41	5.11 SUBMITTAL TASK 5.12	0	20,387	21,358	4,088	0	2,850	0	50,383		50,383
42	6.0 GIS SERVICES										
43	6.1 GIS Services	0	338	1,828	28,847	0	185	0	30,189		30,189
44	6.2 GIS Services	0	338	1,828	28,847	0	185	0	30,189		30,189
45	TOTAL GIS SERVICES										
46	TOTAL GIS SERVICES		14,885	81,881	88,143	18,888	0	0	191,200		191,200
47	7.0 ADDITIONAL SERVICES										
48	7.1 Additional Pipeline Inspections & Evaluations	0	678	5,421	5,082	0	370	12,600	19,441		19,441
49	7.2 Additional Manhole Inspections & Evaluations	0	642	1,244	1,888	0	48	3,600	2,881		2,881
50	7.3 Pipe Monitoring	0	642	1,085	1,255	0	185	24,500	3,145		3,145
51	7.4 In-process Manhole Assistance	0	1,084	1,085	1,255	0	185	0	4,282		4,282
52	7.5 Additional Pipeline Cleaning	0	1,084	1,085	1,255	0	185	19,000	4,282		4,282
53	7.6 Construction Blvd Additional Inspection	0	371	622	0	0	0	3,288	853		853
54	7.7 Additional Engineering Services	0	5,421	1,888	0	0	185	0	7,284		7,284
55	7.8 SUBMITTAL TASK 7.9	0	678	14,385	18,780	8,317	1,185	63,388	92,305		92,305
56	7.9 Column Totals All Tasks		10,184	77,248	111,833	28,306	7,283	214,288	235,805		235,805
57	8.0 Check #		10,184	77,248	111,833	28,306	7,283	214,288	235,805		235,805
58	8.1 Total For Design Base Contract		348,408	1,063,110	1,411,518	39,206	7,283	214,288	2,038,805		2,038,805
59	8.2 Total For Supplemental Design		0	0	0	0	0	0	0		0
60	8.3 TOTAL PROJECT COST		348,408	1,063,110	1,411,518	39,206	7,283	214,288	2,038,805		2,038,805

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EXHIBIT E: CITY OF LAS VEGAS SANITARY SEWER EVALUATION AND REHABILITATION PROGRAM, PHASE 4

ID		Task Name	Duration	Start	Finish	Predecessors	W
1		City Council Approval	0 days	Wed 11/17/04	Wed 11/17/04		11/17
2		Receive NTP	1 day	Mon 11/22/04	Mon 11/22/04		
3		Project Kick off Meeting	1 day	Mon 11/29/04	Mon 11/29/04		
4		ProjectMgmt. & Admin.	180 days	Tue 11/23/04	Mon 8/1/05	2	
5							
6		Prepare Prelim Schedule	3 days	Tue 11/23/04	Thu 11/25/04	2	
7		Submit Prelim Schedule	0 days	Mon 11/29/04	Mon 11/29/04		
8							
9		Project Progress Mtgs.	131 days	Mon 11/29/04	Mon 5/30/05		
24		Monthly Invoices	151 days	Mon 1/3/05	Mon 8/1/05		
33							
34		Data Collect and Review	25 days	Tue 11/23/04	Mon 12/27/04	2	
35		Prepare Insp. Schedule	4 days	Fri 11/26/04	Wed 12/1/04	6	
36							
37		Physical Inspections	76 days	Mon 1/3/05	Mon 4/18/05		
38		Pre-Inspection Walk Thru	20 days	Mon 1/3/05	Fri 1/28/05		
39							
40		Permits	5 days	Mon 1/31/05	Fri 2/4/05	38	
41		CCTV Pipeline cleaning	0 days	Fri 2/4/05	Fri 2/4/05	40	
42		and inspections	40 days	Mon 2/7/05	Fri 4/1/05	40	
43		Manhole Inspections	10 days	Mon 3/7/05	Fri 3/18/05		
44		Traffic Control	40 days	Mon 2/7/05	Fri 4/1/05	40	
45							
46		QA/QC	180 days	Tue 11/23/04	Mon 8/1/05	2	
47							
48		Prepare GIS for Phase 3	25 days	Mon 1/31/05	Fri 3/4/05	38	
49		Submit Phase 3 GIS	2 days	Mon 3/7/05	Tue 3/8/05	48	
50							
51		Review Video Tapes	50 days	Mon 2/14/05	Fri 4/22/05		
52		Prepare Defect Logs	12 days	Mon 3/1/04	Tue 3/16/04		
53		Prelim Condition Ass'm't	50 days	Mon 2/21/05	Fri 4/29/05		
54		Submit Prelim Cond Ass'm't	1 day	Mon 5/2/05	Mon 5/2/05	53	
55							
56		City Review	12 days	Tue 5/3/05	Wed 5/18/05	54	
57		Receive City Comments	1 day	Thu 5/19/05	Thu 5/19/05	56	
58		(Review Meeting)	1 day	Thu 5/19/05	Thu 5/19/05	56	
59							
60		Final Condition Eval-	0 days	Mon 5/30/05	Mon 5/30/05	58	
61		uation and Report	7 days	Fri 5/20/05	Mon 5/30/05	58	
62							
63		Identify Alternatives,	0 days	Mon 5/30/05	Mon 5/30/05	61	

Project Schedule]
Date: Thu 10/14/04

Task



Project Summary



Split



External Tasks



Progress



External Milestone



Milestone



Deadline



Summary



EXHIBIT E: CITY OF LAS VEGAS SANITARY SEWER EVALUATION AND REHABILITATION PROGRAM, PHASE 4

ID		Task Name	Duration	Start	Finish	Predecessors	W
64		I.e. (Rehab/ Replace)	3 days	Tue 5/31/05	Thu 6/2/05	61	
65							
66		Constructibility Evaluation	4 days	Tue 5/31/05	Fri 6/3/05	61	
67		Cost Estimates	4 days	Fri 6/3/05	Wed 6/8/05	64	
68		Recommend Alternatives	2 days	Thu 6/9/05	Fri 6/10/05	67	
69							
70		Prepare Priority List	2 days	Tue 5/31/05	Wed 6/1/05	61	
71							
72		Initial Draft Report	24 days	Thu 6/2/05	Tue 7/5/05	70	
73		Submit Draft Report	0 days	Tue 7/5/05	Tue 7/5/05	72	
74							
75		Prepare GIS for Phase 4	25 days	Thu 6/2/05	Wed 7/6/05	70	
76		Submit Phase 4 GIS	0 days	Wed 7/6/05	Wed 7/6/05	75	
77							
78		CLV Review	12 days	Thu 7/7/05	Fri 7/22/05	76	
79		Review Meeting	1 day	Mon 7/25/05	Mon 7/25/05	78	
80							
81		Revise Draft Report	10 days	Tue 7/26/05	Mon 8/8/05	79	
82		SUBMIT FINAL REPORT	0 days	Mon 8/8/05	Mon 8/8/05	81	
83							
84		ADDITIONAL SERVICES	0 days	Mon 3/8/04	Mon 3/8/04		
85		Additional Inspections	0 days	Mon 3/8/04	Mon 3/8/04		
86		and evaluations	0 days	Mon 3/8/04	Mon 3/8/04	84	
87							
88		Additional Manhole inspec-	0 days	Wed 12/1/04	Wed 12/1/04		
89		tions & Evaluations	4 days	Wed 12/1/04	Mon 12/6/04		
90							
91		Flow Monitoring	7 days	Wed 12/1/04	Thu 12/9/04		
92							
93		Inaccessible Manholes	2 days	Wed 12/1/04	Thu 12/2/04		
94							
95		Add'l Pipeline Cleaning	20 days	Wed 12/1/04	Tue 12/28/04		
96							
97		Charleston Blvd. -	0 days	Wed 12/1/04	Wed 12/1/04		
98		Add'l CCTV Inspection	4 days	Wed 12/1/04	Mon 12/6/04		
99							
100		Add'l Engineering Services	8 days	Wed 12/1/04	Fri 12/10/04		

Project Schedule]
Date: Thu 10/14/04

Task



Project Summary



Split



External Tasks



Progress



External Milestone



Milestone



Deadline



Summary



EXHIBIT F: INVOICE FOR SANIT/ SEWER EVALUATION AND REHA TATION PROGRAM, PHASE 4

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

FROM: Project Engineering Consultants, Ltd.
4023 Industrial Road
Las Vegas, Nevada 89103
(702) 360-1044

Project: Sanitary Sewer Evaluation and Rehabilitation Program , Phase 4
Attention: Thomas Hayes, P.E / CLV Engineering Program Manager

Date: 30-Nov-04
Period: From: Nov. 1, 2004 To: Nov. 30, 2004
Invoice #: X XXX
JOB #: LV4-001

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 1.0	Project Management							
1.1	Management	\$ 8,501.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 8,501.00
1.2	Monthly Invoices	\$ 3,536.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 3,536.00
1.3	Progress Meetings	\$ 11,848.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 11,848.00
1.4	Other Meetings	\$ 2,098.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 2,098.00
1.5	Management Review	\$ 7,974.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 7,974.00
1.6	Bypass Coordination	\$ 1,069.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 1,069.00
	Subtotal Task 1.0	\$ 35,026.00		\$ -		\$ -		\$ 35,026.00
Task 2.0	Data Collection & Review							
2.1	Collect & Review Exist. Data	\$ 4,385.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 4,385.00
etc.	Subtotal Task 2.0	\$ 4,385.00		\$ -		\$ -		\$ 4,385.00
Task 3.0	Physical Inspections							
3.1	Inspection Schedule	\$2,753.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 2,753.00
3.2	Pre-Inspection Walkthrough	\$14,888.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 14,888.00
3.3	Acquire Permits	\$2,629.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 2,629.00
3.4	Manhole Inspections	\$30,840.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 30,840.00
3.5	CCTV Video Inspections and Cleaning	\$109,659.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 109,659.00
3.6	Charleston Boulevard CCTV Inspection	\$3,804.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 3,804.00
3.7	Commerce Street Evaluation	\$3,661.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 3,661.00
3.8	Traffic Control	\$11,232.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 11,232.00
	Subtotal Task 3.0	\$179,466.00		\$ -		\$ -		\$ 179,466.00
Task 4.0	Review Video Inspection Tapes							
4.1	Video Inspection Tape Review	\$ 24,917.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 24,917.00
4.2	Prepare Defect Logs	\$ 9,921.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 9,921.00
4.3	Preliminary Condition Assessment	\$ 10,260.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 10,260.00
4.4	Review Meeting	\$ 1,895.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 1,895.00
	Subtotal Task 4.0	\$ 46,993.00		\$ -		\$ -		\$ 46,993.00
Task 5.0	Final condition Evaluation & Assessment Report							
5.1	Identify Rehabilitation Ratings	\$ 2,583.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 2,583.00
5.2	Rehabilitation/Replacement Alternatives	\$ 6,103.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 6,103.00
5.4	Constructability Evaluation	\$ 3,090.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 3,090.00
5.5	Cost Estimates	\$ 4,138.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 4,138.00
5.6	Recommend & Review Alternatives	\$ 9,619.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 9,619.00
5.7	Identify Priority List	\$ 3,791.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 3,791.00
5.8	Draft Report	\$ 16,608.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 16,608.00
5.9	Review Meeting	\$ 957.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 957.00
5.10	Incorporate Comments/Finalize Report	\$ 5,703.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 5,703.00
	Subtotal Task 5.0	\$ 52,592.00		\$ -		\$ -		\$ 52,592.00

EXHIBIT F: INVOICE FOR SANIT, SEWER EVALUATION AND REHABILITATION PROGRAM, PHASE 4

Contract Sub Task #	Description	Original Value of Task	% Task Complete	Dollar Value Complete	% Task Complete to Date	Value of Work Complete to Date	% Work Left in Budget	Value of Work Left in Budget
	BASIC SERVICES - Exhibit A, Continued							
Task 6.0	GIS Services							
6.1	Total GIS Services	\$ 42,846.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 42,846.00
	Subtotal Task 6.0	\$ 42,846.00		\$ -		\$ -		\$ 42,846.00
	Total for Basic Services	\$ 361,308.00	0.0%	\$ -	0.0%	\$ -		\$ 361,308.00

	ADDITIONAL SERVICES - Exhibit B							
CCO 001			0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
CCO 002			0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
CCO 003			0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
CCO 004			0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
	Subtotal Additional Services to Date	\$ -		\$ -		\$ -		
	Subtotal Additional Services (Not to Exceed)	\$ 108,210.00						\$ -
	Total to Date	\$ 361,308.00						
Total (\$)	Total Not to Exceed	\$ 467,518.00						

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)

\$ 467,518.00

Total Amount Remaining in Contract

\$ 467,518.00

**Exhibit G
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	
Name	Project Engineering Consultants, Ltd.
Address	4023 Industrial Road Las Vegas, NV 89103
Telephone	(702) 360-1044
EIN or DUNS	10-723-3405

Block 2 Description
Subject Matter of Contract/Agreement: Engineering Services for Sanitary Sewer Evaluation & Rehabilitation, Phase 4
RFP #

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

(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.

[illegible]

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 Documents:	Number of Pages:

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

Steven L. Mortensen

Date _____

Subscribed and sworn to before me this 14th day of

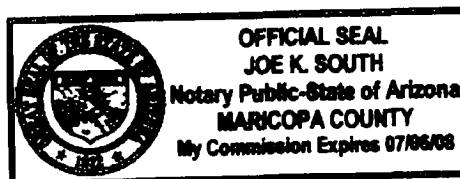
OCTOBER

2008 4

Notary Public

[June 2000]

2



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement between the City of Las Vegas (City) and Orth-Rodgers & Associates, Inc., for professional engineering services related to the City's upgrading of existing traffic signal interconnect communications infrastructure (\$541,305 - Regional Transportation Commission [RTC]) - All Wards

Fiscal Impact:

☐	No Impact	Amount:	\$541,305.00
☒	Budget Funds Available	Dept./Division:	Public Works/Environmental
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

The City desires to upgrade the existing traffic signal interconnect communications infrastructure to a fiber optic system; providing communication to additional signals, installation of analog-to-digital converters and any other required equipment for the fiber conversion at the signalized intersection controllers, the installation of new permanent count stations/system detectors and incorporating them into the communications infrastructure and the addition of Closed Circuit Televisions (CCTV) along approximately 34 miles of roadway on five arterials within the City.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR ITS COMMUNICATIONS INFRASTRUCTURE**

THIS AGREEMENT is made and entered into this 19th day of January, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and ORTH-RODGERS & ASSOCIATES, INC. (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to upgrade the existing traffic signal interconnect communications infrastructure (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 Richard T. Romer, P.E., P.T.O.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 Five Hundred Forty-one Thousand Three Hundred Five dollars (\$541,305) 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 Four Hundred Seventy-seven Thousand Six Hundred Fifty-one dollars and Nineteen cents (\$477,651.19) 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 Sixty-three Thousand Six Hundred Fifty-three dollars and Eighty-one cents (\$63,653.81) without the prior written approval of the City.

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

7.05 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: Tom Hayes, P.E.
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Fax: (702) 382-3232

TO CONSULTANT: Richard T. Romer, P.E., P.T.O.E.
Orth-Rodgers & Associates, Inc.
1140 North Town Center Drive, Suite 190
Las Vegas, Nevada 89144

Fax: (702) 233-4560

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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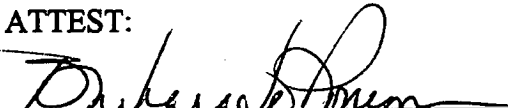
IN WITNESS WHEREOF, the parties have caused this Engineering Design Agreement for the ITS Communications Infrastructure project to be executed the day and year first above written.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 12/13/04
Deputy City Attorney Date

ORTH-RODGERS & ASSOCIATES, INC.

By: 
RICHARD T. ROMER, P.E., P.T.O.E.
Its: Principal

"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'
SCOPE OF SERVICES

Charleston Boulevard/Rancho Drive/Cheyenne Avenue/Craig Road
Rainbow Boulevard, Ann Road, Tenaya Way, Tropical Parkway
ITS Upgrade Project

DESCRIPTION OF PROJECT

The Scope of Services to be provided under the terms of this Agreement addresses the design and preparation of Contract Drawings and Special Provisions for the upgrade of existing traffic signal interconnect communications infrastructure to a fiber optic system; providing communication to additional signals, installation of digital-to-analog converters and any other required equipment for the fiber conversion at the signalized intersection controllers, the installation of new permanent count stations/system detectors and incorporating them into the communications infrastructure and the addition of CCTV's along approximately 34 miles of roadway on five arterials within the City of Las Vegas. It is anticipated that 29 new CCTV's will be installed, 13 CCTV's upgraded and up to 12 permanent count/system detectors installed.

The five arterials are Charleston Boulevard, from County Road 215 to Nellis Boulevard (including Rainbow Boulevard from Sahara Avenue to Charleston Boulevard); Rancho Drive, from Sahara Avenue to Rainbow Boulevard; Craig Road from US 95 to Decatur Boulevard; Cheyenne Avenue, from Decatur Boulevard to County Road 215, and the corridor beginning at Rancho Drive and Rainbow Boulevard, proceeding north on Rainbow to Ann Road, west on Ann Road to Tenaya Way, north on Tenaya Way to Tropical Parkway, and west on Tropical Parkway to the intersection with Centennial Parkway. As part of the design process, existing interconnect conduits will be shown on the plans, evaluated for potential use for this project, with potentially defective areas noted on the plans.

DESIGN CRITERIA

Engineering Services to be provided under the terms of the Agreement shall be performed in conformance with the following policies and design criteria: *City of Las Vegas Policy and Procedures for Design of Public Works Projects*, *Clark County Uniform Standard Specifications* and *Uniform Standard Drawings and Freeway and Arterial System of Transportation (FAST) standards*.

100 PRELIMINARY AND GENERAL ITEMS

- 105 **Kickoff Meeting:** Consultant shall schedule and prepare an agenda for the initial kickoff meeting with the City, FAST and others within ten calendar days following receipt of Notice to Proceed. Project criteria and parameters will be discussed as well as the design schedule, project team introductions, and lines of communication. The meeting will be

held at the City's offices. Consultant shall prepare and distribute minutes of this meeting to all attendees.

- Deliverable: Kickoff Meeting agenda, meeting minutes, project criteria and project schedule

110 Progress Meetings: Consultant shall schedule and prepare an agenda for progress meetings to be held monthly. Meetings to return and discuss City comments on deliverables will be scheduled to coincide with the monthly meeting schedule, whenever possible. The meetings will be held in the City's offices. Approximately 18 meetings are anticipated. Consultant shall prepare and distribute minutes of these meetings to all attendees.

- Deliverable: Progress meeting minutes

115 Utility/Agency/Project Coordination and Utility Search: During the length of this contract, the Consultant shall coordinate with the various utilities to obtain as-built information, notify of conflicts and relocations and provide adequate notice of impacts on proposed facilities. Consultant will obtain as-built information from each affected subsurface utility owner. Consultant shall provide preliminary drawings to the utilities for their use in marking the locations of their facilities. Consultant shall also coordinate, provide and obtain information regarding current and proposed improvement projects adjacent to or within the project limits.

In addition, the Consultant will coordinate with Nevada Department of Transportation (NDOT), Regional Transportation Commission of Southern Nevada (RTC), regarding encroachment permit issues and bus operations, which will affect the working conditions and requirements. The Consultant will also coordinate with the City's Traffic Division and Fire Department for minimum through-lane requirements. Consultant will also coordinate with any other consultants and entities that may have or be working on other Intelligent Transportation System (ITS) projects that could impact this project. Known projects include the Southern Nevada ITS Architecture Master Plan overseen by the NDOT, and the Arterial Incident and Event Management System (AIEMS) overseen by North Las Vegas.

Physical potholing of underground facilities is not included, unless provided for in Exhibit "B" "Additional Services".

- Deliverable: Consultant shall provide the City with copies of all correspondence related to these activities

120 Project Administration: The Consultant will prepare monthly invoices, along with a monthly status report describing the work accomplished and percentage of work completed for each task.

- Deliverable: Consultant shall provide monthly invoices for the prior month, along with the narrative progress report

125 Quality Assurance/Quality Control: Utilizing appropriately qualified senior staff, the Consultant will conduct quality control reviews and check each work product for consistency, clarity, bidability and constructability, as applicable, prior to submittal to the City for the preliminary design, 90-, and 100-percent and final design submittals.

200 PRELIMINARY DESIGN

205 Background Information Collection: The consultant shall obtain existing signal and signal interconnect plans for the arterial corridors identified above. The Consultant will also obtain any plans for proposed signals within the project limits. It is anticipated that up to 100 intersections exist or are proposed.

210 Right-of-Way Coordination: The Consultant shall coordinate with the City in determining the limits of the public right-of-way along the project alignments. The Consultant shall collect the latest existing right-of-way information from the City, County, and NDOT for use in evaluating the area available to place any missing signal coordination conduits and pull boxes. The scope does not include obtaining title reports or preparing legal descriptions when right-of-way is required, but may be provided in Exhibit "B" "Additional Services".

215 Engineering Field Reconnaissance: Utilizing the plans obtained in 205 above, and with the assistance of the City of Las Vegas Traffic Division and FAST, the consultant will physically "walk" the project alignments and make a cursory review of the existing interconnect infrastructure to determine what can be used or needs to be replaced to allow for an upgrade of the signal interconnect to a fiber optic backbone. This review will include verifying that new cable can be pulled within the existing conduits by: pulling on the ends of existing cable or pull strings to make sure that the conduit is not damaged or blocked, blowing a chute through any empty conduit, or any other means that verifies the integrity of the conduit. The review will also identify those locations that do not have an existing interconnect conduit.

220 Aerial Mapping: The Consultant shall use the aerial .TIFF files and associated .TFW files provided by the City of Las Vegas to serve as the base map for the project. The City of Las Vegas shall also provide center lines, right-of-way lines, lot lines and easement lines in layered Arch Info format to include in the plans. The Consultant shall show existing right-of-way lines, utilities, and traffic signal appurtenances, signal coordination conduit and pull boxes.

225 Design Criteria and Construction Requirements: The Consultant will coordinate with the City of Las Vegas, FAST, and RTC to establish the design criteria for the replacement of existing unacceptable conduit and pull boxes due to size or condition.

230 Draft Preliminary Design and Cost Estimate: The Consultant shall prepare a preliminary design, showing existing utilities, traffic control appurtenances, signal coordination conduit and pull boxes (identifying locations needing replacement), and the locations of new conduit and pull boxes. Any design criteria established for this project under Task 225 above, will be prepared into a design criteria report. A budgetary level cost estimate will be prepared broken down by the corridors defined above, with the exception that the Charleston Boulevard corridor shall be broken into two sections with Rancho Drive serving as the dividing line.

- Deliverable: Ten (10) copies of the draft preliminary design plans, design criteria report, and cost estimate for City review

255 Final Preliminary Design and Cost Estimate: Based upon City review comments, the Consultant will prepare and submit ten (10) copies of the final preliminary design plans, design criteria report, and budgetary level cost estimate.

- Deliverable: Ten (10) copies of the final preliminary design plans and cost estimate

300 90 % DESIGN AND CONSTRUCTION DOCUMENTS

Based on the information provided in the preliminary design, and based on other considerations, the City shall re-define and prioritize the corridors for this project. The consultant shall proceed, on a corridor-by-corridor basis, with design and preparation of the construction documents, observing City standards and the criteria set forth during preliminary design. The Consultant shall submit construction plans including, but not limited to, plan sheets showing location of right-of-way, utilities, existing traffic signal appurtenances, coordination conduits and pull boxes, locations requiring replacement of conduit or pull boxes, and the locations of new devices (CCTV, and permanent count stations/system detectors), and construction details, all for City review and approval. The format, text, organization, structure, and style shall be as directed by the City. A sample set of Special Provisions will be provided to the Consultant. Separate plan sheets shall be prepared as noted in the task elements below. A plan set shall be developed for each corridor separately, and shall be done in the priority order as set forth by the City.

305 Cover Sheet, General Note Sheet: Prepared in City format for each corridor.

310 Interconnect Plans: Plans shall be prepared to a near complete state for the purposes of defining the locations of construction work to be performed along the defined corridor. Plan sheets will include upper and lower roadway alignments with match lines.

320 Design Details: Design details, addressing conduit installation, broken conduit replacement, pull box replacement, splice pull box installation/replacement, CCTV installation and communication connection, permanent count station/system detector installation and communication connection, signal controller cabinet communication connection, and fiber splicing diagrams shall be provided in a near complete state.

- 325 Draft 90% Plans and Walk-through: Consultant shall provide the City with ten (10) copies of 11" x 17" half size plans to be used for a field review on a corridor-by-corridor basis. The Consultant shall schedule a cursory walk-through of the project with the CLV Project Manager. 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 fit field conditions.
- 330 Quantity Tabulation Sheet: Show bid quantities on a single summary sheet for each corridor. Quantities for each sheet are not included unless provided for in Exhibit "B" "Additional Services".
- 335 Draft Specifications: Draft Specifications shall be prepared consisting of the Special Provisions modifying the Clark County Area Standard Specifications published by the Regional Transportation Commission. The specifications shall address any bid item required for the construction of the improvements shown on the plans for the defined corridor. The City of Las Vegas/FAST will provide to the consultant specifications for all new devices (CCTV and permanent count stations/system detectors) including specifications for any integration that be required.
- 340 Updated Cost Estimate: An updated cost estimate will be provided with the 90% submittal for the defined corridor.
- 350 90% Submittal
- Deliverable: Ten (10) copies of 11" x 17" half size plans, bound specifications, and cost estimate shall be submitted to the City for the defined corridor. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. Copies of the plans shall be submitted to the utilities.

400 100% DESIGN AND CONSTRUCTION DOCUMENTS

- 405 Revise Design and Construction Documents: The 100% submittal shall include all the elements of Section 200/300 which shall be advanced in level of design and shall incorporate comments from the 90% submittal on a corridor-by-corridor basis.
- Deliverable: Ten (10) copies of 24" x 36" blue lines (with 22" x 34" image borders), bound specifications, and cost estimate shall be submitted to the City for the defined corridor. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. Plans shall contain needed signatures from utilities.

500 FINAL DESIGN AND CONSTRUCTION DOCUMENTS

- 505 Finalize Design and Construction Documents: Finalize plans, specifications, and bid documents by incorporating comments received from the 100 % submittal on a corridor-

by-corridor basis. The Consultant shall coordinate and obtain all utility signatures required on the Cover Sheet and elsewhere in the plans as required, and submit copies of final plan sheets to utility companies as required by the Utility Companies to obtain final signatures.

- 510 NDOT Encroachment Permit: The Consultant shall apply and obtain NDOT encroachment permit including extensions, as applicable on a corridor-by-corridor basis (Charleston Boulevard, Rancho Drive, Cheyenne Avenue, Craig Road).

Upon Agency approval, submit final mylars and documents to the City as noted:

- Deliverables: One (1) set of sealed original mylars, unbound sealed specifications and cost estimate shall to the City for the defined corridor. Electronic copies of both the plans (AutoCAD 2000 format) and specifications (Microsoft Word format) shall be provided to the City for the defined corridor. 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 affected utility. Acquire utility signatures as required for the plan title sheet. Also, four (4) copies of full size blue-lines and special provisions, and one (1) set of half-size plans shall be submitted to the City. NDOT encroachment permit application and exhibits shall also be provided for the defined corridor.

600 BID SERVICES

- 615 The Consultant shall attend the pre-bid conference for each corridor project.
- 620 The Consultant shall attend the Pre-construction conference for each corridor project.

900 ADDITIONAL SERVICES

- 905 Addenda - During the bid process, the Consultant shall assist the City with the preparation of contract addenda. The Consultant shall provide addenda at no cost to the City if it is the result of "errors", "omissions" or the plans or specifications requiring clarifications. Addenda items requested by the City due to design changes at no fault of the Consultant will be covered under Exhibit "B" "Additional Services". Services to be provided for each corridor on a corridor-by-corridor basis.

As-Builts/Redlines - The Consultant shall provide the City with a marked up set of plans indicating the as-built locations of all conduit, pull boxes, and ITS devices (CCTV, permanent count stations, and system detectors).

- 910 Answer Bidder's Questions - As directed by the City, the Consultant shall answer bidder's questions. All answers shall be submitted directly to the City in writing for each corridor project. The Consultant shall not provide any response, either verbally or in writing, to any other interested party.

GPS Coordinates - The Consultant shall provide the City with the GPS coordinates of interconnect pull boxes, and ITS devices (CCTV, permanent count stations, and system detectors). The City shall loan a suitable GPS device that will produce GPS coordinates to the City's accuracy requirements to the Consultant for the duration of this Task.

- **Deliverables:** One (1) set of sealed original mylars that have been redlined to reflect as built locations of the interconnect conduit, pull boxes, and ITS devices including the ITS devices for the defined corridor. An electronic copy of the plans (AutoCAD 2000 format) shall also be provided for the defined corridor.

920 The Consultant will provide legal descriptions for any right-of-way needed for this project.

EXHIBIT 'B'**ADDITIONAL SERVICES**

**Charleston Boulevard/Rancho Drive/Cheyenne Avenue /Craig Road
Rainbow Boulevard, Ann Road, Tenaya Way, Tropical Parkway
ITS Upgrade Project**

The following services are to be performed only when authorized in writing by the City.

Task	Description of Additional Services
905	Addenda and As-Builts/Redlines
910	Answer Bidder's Questions and GPS Coordinates
920	Right-of-Way Coordination: As directed by the City, Consultant shall perform additional design services on a time and material basis.
925	Additional Design Services: As directed by the City, Consultant shall perform additional design services on a time and material basis.
930	Potholing: Obtaining utility pothole information for subsurface utilities. Cost basis \$600 per hole.
935	Addenda: As directed by the City, the Consultant shall prepare addenda due to design or contract revisions caused by no fault of the Consultant on a time and material basis.
940	Construction Support: Consultant shall provide review of shop drawings, submittals and other data on a time and material basis at the discretion of the City. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs. Evaluate and report on tests results including concrete, soil and any other subject that may be required by the specifications.
950	Construction Visits: At City direction, Consultant to make on-call visits to the construction site to observe progress of the work, and consult with the City and the Contractor concerning any problems or design related issues. 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.
955	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 or change orders. Said services performed on a time and materials basis.

Project Delay: If, through no fault of the Consultant, the project is delayed beyond the latest date in Exhibit "E", the billing rates provided in Exhibit "D" will be adjusted based on the Consumer Price Index published by the U.S. Government. The period of time used to adjust the billing rates will be the time from the Notice to Proceed to the last submittal date in Exhibit "E". The value used for the Consumer Price Index will be annual rates for each year and pro rated for partial years. If the project is delayed as a result of the Consultant's actions, the final date shown in Exhibit "E" will be extended the same amount of time as the Consultant caused delay.

**Charleston Blvd./Rancho Dr./Cheyenne Ave./Craig Rd./Rainbow Blvd., Ann Rd., Tenaya Way, Tropical Pkwy.
ITS Upgrade Project - Exhibit C**

TASK	DESCRIPTION	Principal / Project Manager	Assistant Project Manager	Senior Project Engineer	Junior Project Engineer	Designer / CADD Operator	Clerical	HOURS SUBTOTAL
100	PRELIMINARY AND GENERAL ITEMS							
105	Kickoff Meeting	4	8		6		4	22
110	Progress Meetings (18)	38	12	24	72		24	188
115	Utility/Agency/Project Coordination and Utility Search	9		39	64		15	127
120	Project Administration	38		38			27	101
125	Quality Assurance/Quality Control	54	54	54				162
Task Totals		139	74	155	142	0	70	580
200	PRELIMINARY DESIGN							
205	Background Information Collection	2		16	42		2	62
210	Right-of-Way Coordination	6		14	20		3	43
215	Engineering Field Reconnaissance	80	40	44	840		40	1044
220	Aerial Mapping	43		92	92	430		657
225	Design Criteria and Construction Requirements	4	4		18	28		52
230	Draft Preliminary Design and Cost Estimate	8	12	18	42	172		252
255	Final Preliminary Design and Cost Estimate	4	2	4	10	34		54
Task Totals		147	58	188	1084	682	45	2184
300	90% DESIGN AND CONSTRUCTION DOCUMENTS							
CORRIDOR 1A	Charleston Blvd. CO. 215 to Rancho (Assumes 31 signals and 9 miles)							
	305 Cover Sheet, General Note Sheet	2				8		10
	310 Interconnect Plans	10	2		20	56		88
	320 Design Details (13 CCTV, 2 System Det/Perm. Cnt. Station)	8	16		99	90		213
	325 Draft 90% Plans and Walk-through	18	18		4	18		58
	330 Quantity Tabulation Sheet	2			8	20		30
	335 Draft Specifications	10	16		16		24	66
	340 Updated Cost Estimate	8	12		32		2	54
	350 90% Submittal	2			8	8	8	28
	Subtotals-Charleston Boulevard 1A:	60	64	0	187	200	34	545
CORRIDOR 1B	Charleston Blvd. Rancho to Nellis (Assumes 20 signals and 6.2 miles)							
	305 Cover Sheet, General Note Sheet	2				4		8
	310 Interconnect Plans	10	2		16	48		76
	320 Design Details (8 CCTV, 2 System Det/Perm. Cnt. Station)	8	16		77	60		161
	325 Draft 90% Plans and Walk-through	12	12		4	12		40
	330 Quantity Tabulation Sheet	2			4	8		14
	335 Draft Specifications	6	2		8		12	28
	340 Updated Cost Estimate	2	4		16		2	24
	350 90% Submittal	2			8	8	8	26
	Subtotals-Charleston Boulevard 1B:	44	38	0	133	140	22	375
CORRIDOR 2	Rancho Drive (Assumes 22 signals and 8.7 miles)							
	305 Cover Sheet, General Note Sheet	2				4		6
	310 Interconnect Plans	10	2		22	66		100
	320 Design Details (8 CCTV, 4 System Det/Perm. Cnt. Station)	8	16		75	72		171
	325 Draft 90% Plans and Walk-through	18	18		4	18		58
	330 Quantity Tabulation Sheet	2			4	12		18
	335 Draft Specifications	6	2		8		12	26
	340 Updated Cost Estimate	2	4		16		2	24
	350 90% Submittal	2			8	8	8	26
	Subtotals-Rancho Drive:	50	42	0	137	180	22	431
CORRIDOR 3	Cheyenne Avenue (Assumes 19 signals and 6.7 miles)							
	305 Cover Sheet, General Note Sheet	2				4		6
	310 Interconnect Plans	10	2		17	51		80
	320 Design Details (8 CCTV, 2 System Det/Perm. Cnt. Station)	8	16		64	60		148
	325 Draft 90% Plans and Walk-through	13	13		4	13		43
	330 Quantity Tabulation Sheet	2			4	12		18
	335 Draft Specifications	6	2		8		12	26
	340 Updated Cost Estimate	2	4		16		2	24
	350 90% Submittal	2			8	6	8	26
	Subtotals-Cheyenne Avenue:	45	37	0	121	148	22	373
CORRIDOR 4	Rainbow/Ann/Tenaya/Tropical (Assumes 9 signals and 3 miles)							
	305 Cover Sheet, General Note Sheet	2				4		6
	310 Interconnect Plans	5	2		8	24		39
	320 Design Details (5 CCTV, 2 System Det/Perm. Cnt. Station)	4	8		38	42		92
	325 Draft 90% Plans and Walk-through	8	8		4	8		28
	330 Quantity Tabulation Sheet	2			4	12		18

**Charleston Blvd./Rancho Dr./Cheyenne Ave./Craig Rd./Rainbow Blvd., Ann Rd., Tenaya Way, Tropical Pkwy.
ITS Upgrade Project - Exhibit C**

TASK	DESCRIPTION	Principal / Project Manager	Assistant Project Manager	Senior Project Engineer	Junior Project Engineer	Designer / CADD Operator	Clerical	HOURS SUBTOTAL
COR	335 Draft Specifications	6	2		8		12	28
	340 Updated Cost Estimate	2	4		9		2	17
	350 90% Submittal	2			6	8	8	26
	Subtotals-Rainbow -Tropical:	31	24	0	79	98	22	254
CORRIDOR 5	Craig Road (Assumes 7 signals and 2.2 miles)							
	305 Cover Sheet, General Note Sheet	2				4		6
	310 Interconnect Plans	5	2		6	24		39
	320 Design Details (5 CCTV, 2 System Det/Perm. Cnt. Station)	4	8		38	42		92
	325 Draft 90% Plans and Walk-through	8	8		4	8		28
	330 Quantity Tabulation Sheet	2			4	12		18
	335 Draft Specifications	6	2		8		12	28
	340 Updated Cost Estimate	2	4		9		2	17
	350 90% Submittal	2			6	8	8	26
	Subtotals-Craig:	31	24	0	79	98	22	254
Task Totals		261	227	0	738	864	144	2232
400	100% DESIGN AND CONSTRUCTION DOCUMENTS							
C 1A	405 Revise Design and Construction Documents	2	1			24		27
	Subtotals-Charleston Boulevard 1A:	2	1	0	0	24	0	27
C 1B	405 Revise Design and Construction Documents	2	1			18		21
	Subtotals-Charleston Boulevard 1B:	2	1	0	0	18	0	21
C 2	405 Revise Design and Construction Documents	2	1			22		25
	Subtotals-Rancho Drive:	2	1	0	0	22	0	25
C 3	405 Revise Design and Construction Documents	2	1			18		21
	Subtotals-Cheyenne Avenue:	2	1	0	0	18	0	21
C 4	405 Revise Design and Construction Documents	2	1			12		15
	Subtotals-Rainbow -Tropical:	2	1	0	0	12	0	15
C 5	405 Revise Design and Construction Documents	2	1			12		15
	Subtotals-Craig:	2	1	0	0	12	0	15
Task Totals		12	8	0	0	108	0	124
500	FINAL DESIGN AND CONSTRUCTION DOCUMENTS							
C 1A	505 Finalize Design and Construction Documents	8			8	24	8	48
	510 NDOT Encroachment Permit	8			8		4	20
	Subtotals-Charleston Boulevard 1A:	16	0	0	16	24	12	68
C 1B	505 Finalize Design and Construction Documents	8			8	18	8	42
	510 NDOT Encroachment Permit	8			8		4	20
	Subtotals-Charleston Boulevard 1B:	16	0	0	16	18	12	62
COR 2	505 Finalize Design and Construction Documents	8			8	22	8	48
	510 NDOT Encroachment Permit	8			8		4	20
	Subtotals-Rancho Drive:	16	0	0	16	22	12	66
COR 3	505 Finalize Design and Construction Documents	8			8	18	8	42
	510 NDOT Encroachment Permit	8			8		4	20
	Subtotals-Cheyenne Avenue:	16	0	0	16	18	12	62
COR 4	505 Finalize Design and Construction Documents	8			8	12	8	36
	510 NDOT Encroachment Permit	8			8		4	20
	Subtotals-Rainbow -Tropical:	16	0	0	16	12	12	56
COR 5	505 Finalize Design and Construction Documents	8			8	12	8	36
	510 NDOT Encroachment Permit	8			8		4	20
	Subtotals-Craig:	16	0	0	16	12	12	56
Task Totals		96	0	0	96	106	72	370
600	BID SERVICES							
C 1A	615 Attend Pre-bid Conference	2			2			4
	620 Attend Pre-construction Conference	2			2			4
	Subtotals-Charleston Boulevard 1A:	4	0	0	4	0	0	8
C 1B	615 Attend Pre-bid Conference	2			2			4
	620 Attend Pre-construction Conference	2			2			4
	Subtotals-Charleston Boulevard 1B:	4	0	0	4	0	0	8
COR 2	615 Attend Pre-bid Conference	2			2			4
	620 Attend Pre-construction Conference	2			2			4
	Subtotals-Rancho Drive:	4	0	0	4	0	0	8
3	615 Attend Pre-bid Conference	2			2			4

**Charleston Blvd./Rancho Dr./Cheyenne Ave./Craig Rd./Rainbow Blvd., Ann Rd., Tenaya Way, Tropical Pkwy.
ITS Upgrade Project - Exhibit C**

TASK		DESCRIPTION	Principal / Project Manager	Assistant Project Manager	Senior Project Engineer	Junior Project Engineer	Designer / CADD Operator	Clerical	HOURS SUBTOTAL
COR	620	Attend Pre-construction Conference	2			2			4
		Subtotals-Cheyenne Avenue:	4	0	0	4	0	0	8
COR 4	615	Attend Pre-bid Conference	2			2			4
	620	Attend Pre-construction Conference	2			2			4
		Subtotals-Rainbow -Tropical:	4	0	0	4	0	0	8
COR 5	615	Attend Pre-bid Conference	2			2			4
	620	Attend Pre-construction Conference	2			2			4
		Subtotals-Craig:	4	0	0	4	0	0	8
		Task Totals	24	0	0	24	0	0	48
900 ADDITIONAL SERVICES									
C 1A	905	Addenda							0
	910	Answer bidder's questions in writing - as directed							0
		Subtotals-Charleston Boulevard 1A:	0	0	0	0	0	0	0
C 1B	905	Addenda							0
	910	Answer bidder's questions in writing - as directed							0
		Subtotals-Charleston Boulevard 1B:	0	0	0	0	0	0	0
COR 2	905	Addenda							0
	910	Answer bidder's questions in writing - as directed							0
		Subtotals-Rancho Drive:	0	0	0	0	0	0	0
COR 3	905	Addenda							0
	910	Answer bidder's questions in writing - as directed							0
		Subtotals-Cheyenne Avenue:	0	0	0	0	0	0	0
COR 4	905	Addenda							0
	910	Answer bidder's questions in writing - as directed							0
		Subtotals-Rainbow -Tropical:	0	0	0	0	0	0	0
COR 5	905	Addenda							0
	910	Answer bidder's questions in writing - as directed							0
		Subtotals-Craig:	0	0	0	0	0	0	0
		Task Subtotals	0	0	0	0	0	0	0
C 1A	905	As Built Redlines	1			8	38		47
	910	GPS Coordinates	2			38	8		48
		Subtotals-Charleston Boulevard 1A:	3	0	0	44	46	0	83
C 1B	905	As Built Redlines	1			8	26		33
	910	GPS Coordinates	2			25	8		33
		Subtotals-Charleston Boulevard 1B:	3	0	0	31	32	0	66
COR 2	905	As Built Redlines	1			8	34		43
	910	GPS Coordinates	2			35	8		45
		Subtotals-Rancho Drive:	3	0	0	43	42	0	88
COR 3	905	As Built Redlines	1			6	26		33
	910	GPS Coordinates	2			27	8		35
		Subtotals-Cheyenne Avenue:	3	0	0	33	32	0	66
COR 4	905	As Built Redlines	1			4	14		19
	910	GPS Coordinates	2			12	4		18
		Subtotals-Rainbow -Tropical:	3	0	0	16	18	0	37
COR 5	905	As Built Redlines	1			4	14		19
	910	GPS Coordinates	2			12	4		18
		Subtotals-Craig:	3	0	0	16	18	0	37
		Task Subtotals	18	0	0	183	188	0	389
	915	Conduit (Blowing Chute in Damaged Sections)							0
	920	Right-of-Way Coordination (as-needed legal descriptions)							0
	925	Additional Design Services							0
	930	Potholing (@ \$600 per pothole)							0
	940	Construction Support							0
	950	Construction Visits							0
	955	Request for Information (RFI)							0
		Task Subtotals	0	0	0	0	0	0	0
GRAND TOTALS			697	365	343	2245	1926	331	5907

TASK	DESCRIPTION	Principal / Project Manager	Assistant Project Manager	Senior Project Engineer	Junior Project Engineer	Designer / CADD Operator	Clerical	Person-hour Totals	Direct Expense \$	Lump Sum Task Amounts
PRELIMINARY AND GENERAL ITEMS										
100	Kickoff Meeting	\$ 50.00	\$ 50.00	\$ 2,501.68	\$ 4,002.50		\$ 181.84	2,004.52	\$ 313.25	
110	Progress Meetings (18)	\$ 4,669.00	\$ 1,397.52	\$ 4,146.46	\$ 4,268.00		\$ 661.15	10,336.18	\$ 1,108.25	
116	Utility Agency/Project Coordination and Utility Search	\$ 1,239.73		\$ 4,000.16			\$ 1,239.07	10,225.22	\$ 20.00	
120	Project Administration	\$ 4,669.00	\$ 6,269.54	\$ 5,741.28			\$ 14,959.02	16,089.02	\$ 1,800.00	
126	Quality Assurance/Quality Control	\$ 7,439.50	\$ 6,269.54	\$ 16,678.60	\$ 9,671.60		\$ 3,176.70	64,894.89	\$ 3,413.78	
	Total Subtotals	\$ 18,147.23	\$ 8,616.64	\$ 18,938.18	\$ 9,671.60		\$ 17,229.10		\$ 2,345.28	\$ 5,172.32
PRELIMINARY DESIGN										
200	PRELIMINARY DESIGN									
206	Background Information Collection	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40		\$ 90.62	4,889.54	\$ 37.50	
210	Right-of-Way Coordination	\$ 626.50	\$ 4,668.40	\$ 1,468.48	\$ 1,334.00		\$ 136.23	3,785.51	\$ 37.50	
216	Engineering Firm Recommendation	\$ 11,020.00	\$ 4,668.40	\$ 9,078.00	\$ 50,028.00		\$ 1,616.40	78,200.60	\$ 78,200.60	
220	Aerial Mapping	\$ 5,923.25		\$ 9,781.44	\$ 6,166.40			56,763.79	\$ 9.38	
226	Design Criteria and Construction Requirements	\$ 501.00	\$ 466.54	\$ 1,200.60	\$ 2,081.14			4,298.56	\$ 8.38	
230	Design Criteria and Construction Requirements	\$ 1,102.00	\$ 1,397.52	\$ 1,913.78	\$ 2,801.40			13,569.08	\$ 289.38	
236	Final Preliminary Design and Cost Estimate	\$ 501.00	\$ 222.62	\$ 425.28	\$ 697.00		\$ 2,662.26	4,058.48	\$ 268.38	
	Total Subtotals	\$ 20,348.25	\$ 6,764.68	\$ 19,938.18	\$ 70,682.80		\$ 4,223.10	\$ 172,229.12	\$ 623.14	
100% DESIGN AND CONSTRUCTION DOCUMENTS										
300	100% DESIGN AND CONSTRUCTION DOCUMENTS									
306	Christensen Blvd. CO. 215 to Ranchito (Assumes 31 signals and 8 miles)	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40		\$ 90.62	4,889.54	\$ 37.50	
310	Interimmed Plans	\$ 1,377.50	\$ 222.62	\$ 1,334.00	\$ 4,710.14			7,362.26	\$ 7.50	
316	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 1,102.00	\$ 1,863.36	\$ 5,136.50	\$ 4,733.40			16,686.76	\$ 22.50	
320	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
326	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
330	Quantity Takeoff Sheet	\$ 275.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			2,386.00		
336	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
340	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
346	Updated Cost Estimate	\$ 1,102.00	\$ 1,397.52	\$ 2,134.40	\$ 4,724.74			4,724.74	\$ 308.25	
350	90% Submittal	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40			1,803.50	\$ 308.25	
	Total Subtotals	\$ 6,861.00	\$ 4,182.50	\$ 12,672.50	\$ 15,776.00		\$ 1,643.54	\$ 48,613.29	\$ 750.75	
306	Christensen Blvd. Ranchito to Nails (Assumes 20 signals and 6.2 miles)	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40		\$ 90.62	4,889.54	\$ 37.50	
310	Interimmed Plans	\$ 1,377.50	\$ 222.62	\$ 1,334.00	\$ 4,710.14			7,362.26	\$ 7.50	
316	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 1,102.00	\$ 1,863.36	\$ 5,136.50	\$ 4,733.40			12,634.66	\$ 22.50	
320	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
326	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
330	Quantity Takeoff Sheet	\$ 275.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			2,386.00		
336	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
340	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
346	Updated Cost Estimate	\$ 1,102.00	\$ 1,397.52	\$ 2,134.40	\$ 4,724.74			4,724.74	\$ 308.25	
350	90% Submittal	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40			1,803.50	\$ 308.25	
	Total Subtotals	\$ 6,861.00	\$ 4,182.50	\$ 12,672.50	\$ 15,776.00		\$ 1,643.54	\$ 48,613.29	\$ 750.75	
CORRIDOR 1B										
306	Christensen Blvd. Ranchito to Nails (Assumes 20 signals and 6.2 miles)	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40		\$ 90.62	4,889.54	\$ 37.50	
310	Interimmed Plans	\$ 1,377.50	\$ 222.62	\$ 1,334.00	\$ 4,710.14			7,362.26	\$ 7.50	
316	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 1,102.00	\$ 1,863.36	\$ 5,136.50	\$ 4,733.40			12,634.66	\$ 22.50	
320	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
326	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
330	Quantity Takeoff Sheet	\$ 275.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			2,386.00		
336	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
340	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
346	Updated Cost Estimate	\$ 1,102.00	\$ 1,397.52	\$ 2,134.40	\$ 4,724.74			4,724.74	\$ 308.25	
350	90% Submittal	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40			1,803.50	\$ 308.25	
	Total Subtotals	\$ 6,861.00	\$ 4,182.50	\$ 12,672.50	\$ 15,776.00		\$ 1,643.54	\$ 48,613.29	\$ 750.75	
CORRIDOR 2										
306	Christensen Blvd. Ranchito to Nails (Assumes 20 signals and 6.2 miles)	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40		\$ 90.62	4,889.54	\$ 37.50	
310	Interimmed Plans	\$ 1,377.50	\$ 222.62	\$ 1,334.00	\$ 4,710.14			7,362.26	\$ 7.50	
316	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 1,102.00	\$ 1,863.36	\$ 5,136.50	\$ 4,733.40			12,634.66	\$ 22.50	
320	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
326	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
330	Quantity Takeoff Sheet	\$ 275.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			2,386.00		
336	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
340	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
346	Updated Cost Estimate	\$ 1,102.00	\$ 1,397.52	\$ 2,134.40	\$ 4,724.74			4,724.74	\$ 308.25	
350	90% Submittal	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40			1,803.50	\$ 308.25	
	Total Subtotals	\$ 6,861.00	\$ 4,182.50	\$ 12,672.50	\$ 15,776.00		\$ 1,643.54	\$ 48,613.29	\$ 750.75	
CORRIDOR 3										
306	Christensen Blvd. Ranchito to Nails (Assumes 20 signals and 6.2 miles)	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40		\$ 90.62	4,889.54	\$ 37.50	
310	Interimmed Plans	\$ 1,377.50	\$ 222.62	\$ 1,334.00	\$ 4,710.14			7,362.26	\$ 7.50	
316	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 1,102.00	\$ 1,863.36	\$ 5,136.50	\$ 4,733.40			12,634.66	\$ 22.50	
320	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
326	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
330	Quantity Takeoff Sheet	\$ 275.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			2,386.00		
336	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
340	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
346	Updated Cost Estimate	\$ 1,102.00	\$ 1,397.52	\$ 2,134.40	\$ 4,724.74			4,724.74	\$ 308.25	
350	90% Submittal	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40			1,803.50	\$ 308.25	
	Total Subtotals	\$ 6,861.00	\$ 4,182.50	\$ 12,672.50	\$ 15,776.00		\$ 1,643.54	\$ 48,613.29	\$ 750.75	
CORRIDOR 4										
306	Christensen Blvd. Ranchito to Nails (Assumes 20 signals and 6.2 miles)	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40		\$ 90.62	4,889.54	\$ 37.50	
310	Interimmed Plans	\$ 1,377.50	\$ 222.62	\$ 1,334.00	\$ 4,710.14			7,362.26	\$ 7.50	
316	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 1,102.00	\$ 1,863.36	\$ 5,136.50	\$ 4,733.40			12,634.66	\$ 22.50	
320	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
326	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
330	Quantity Takeoff Sheet	\$ 275.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			2,386.00		
336	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
340	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
346	Updated Cost Estimate	\$ 1,102.00	\$ 1,397.52	\$ 2,134.40	\$ 4,724.74			4,724.74	\$ 308.25	
350	90% Submittal	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40			1,803.50	\$ 308.25	
	Total Subtotals	\$ 6,861.00	\$ 4,182.50	\$ 12,672.50	\$ 15,776.00		\$ 1,643.54	\$ 48,613.29	\$ 750.75	
CORRIDOR 5										
306	Christensen Blvd. Ranchito to Nails (Assumes 20 signals and 6.2 miles)	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40		\$ 90.62	4,889.54	\$ 37.50	
310	Interimmed Plans	\$ 1,377.50	\$ 222.62	\$ 1,334.00	\$ 4,710.14			7,362.26	\$ 7.50	
316	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 1,102.00	\$ 1,863.36	\$ 5,136.50	\$ 4,733.40			12,634.66	\$ 22.50	
320	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
326	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
330	Quantity Takeoff Sheet	\$ 275.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			2,386.00		
336	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
340	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
346	Updated Cost Estimate	\$ 1,102.00	\$ 1,397.52	\$ 2,134.40	\$ 4,724.74			4,724.74	\$ 308.25	
350	90% Submittal	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40			1,803.50	\$ 308.25	
	Total Subtotals	\$ 6,861.00	\$ 4,182.50	\$ 12,672.50	\$ 15,776.00		\$ 1,643.54	\$ 48,613.29	\$ 750.75	
CORRIDOR 6										
306	Christensen Blvd. Ranchito to Nails (Assumes 20 signals and 6.2 miles)	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40		\$ 90.62	4,889.54	\$ 37.50	
310	Interimmed Plans	\$ 1,377.50	\$ 222.62	\$ 1,334.00	\$ 4,710.14			7,362.26	\$ 7.50	
316	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 1,102.00	\$ 1,863.36	\$ 5,136.50	\$ 4,733.40			12,634.66	\$ 22.50	
320	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
326	Design Details (6 CCOTV, 2 System Deepform, C&T Station)	\$ 2,479.50	\$ 2,086.28	\$ 2,686.50	\$ 1,420.02			6,266.00	\$ 407.50	
330	Quantity Takeoff Sheet	\$ 275.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			2,386.00		
336	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
340	Design Specifications	\$ 1,377.50	\$ 1,663.36	\$ 1,967.50	\$ 5,397.00			1,089.54		
346	Updated Cost Estimate	\$ 1,102.00	\$ 1,397.52	\$ 2,134.40	\$ 4,724.74			4,724.74	\$ 308.25	
350	90% Submittal	\$ 275.50	\$ 222.62	\$ 1,701.12	\$ 2,601.40			1,803.50	\$ 308.25	
	Total Subtotals	\$ 6,861.00	\$ 4,182.50	\$ 12,672.50	\$ 15,776.00		\$ 1,643.54	\$ 48,613.29	\$ 750.75	
CORRIDOR 7										
3										

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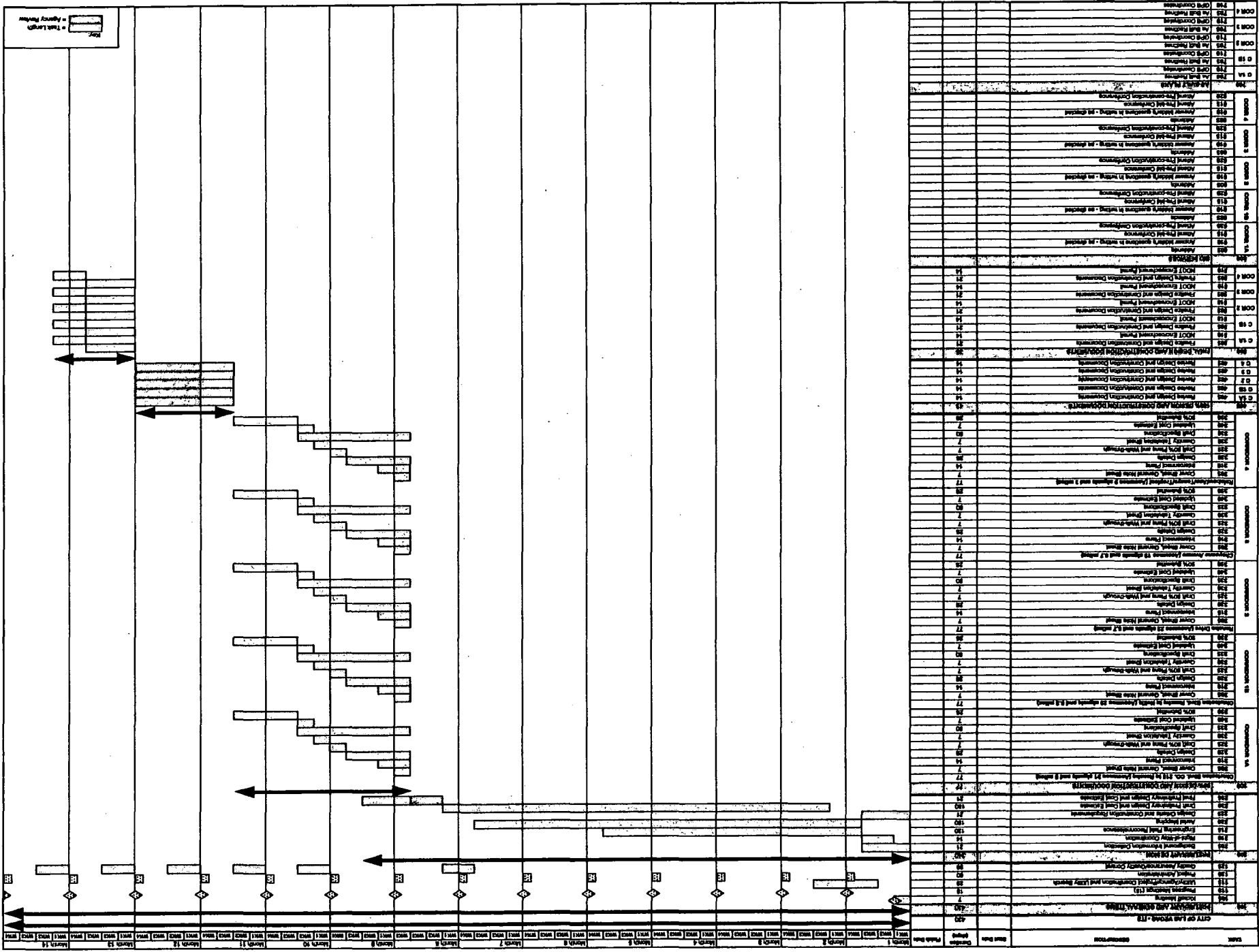


EXHIBIT F
INVOICE FOR CLV ITS INFRASTRUCTURE

TO: CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

FROM: Orth-Rodgers & Associates, Inc.
1140 N. Town Center Drive, Suite 190
Las Vegas, NV 89144

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

Project: City of Las Vegas ITS Infrastructure
Attention: Joe Christensen, P.E.

Project Task Order #	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
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Totals		\$ -		\$ -		\$ -		\$ -

TOTAL AMOUNT DUE THIS INVOICE		\$ -	
Total Amount Billed to Date		\$ -	
Total Amount of Contract (Not to Exceed)			
Total Amount Remaining in Contract			

1

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

Block 4 Disclosure of Ownership and Principals

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

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

Richard T. Romer

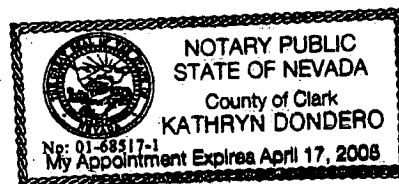
Richard T. Romer, Principal

12/29/04
Date

Subscribed and sworn to before me this 29th day of

December, 2004.

Kathryn Dondero
Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement with Berryman & Henigar, Inc., for engineering design services for the Las Vegas Wash Trail, Owens Avenue to Charleston Boulevard (\$400,000 - Southern Nevada Public Lands Management Act Funds [SNPLMA]) - Ward 3 (Reese)

Fiscal Impact:

☐	No Impact	Amount:	\$400,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineer
☐	Augmentation Required	Funding Source:	SNPLMA

PURPOSE/BACKGROUND:

The City of Las Vegas desires to design and construct a public trail in the Las Vegas Wash between Owens Avenue and Charleston Boulevard. The trail will be a multi-use facility for non-motorized traffic including bicycles, pedestrians and skaters. Approval of this item will allow the trail to be designed. The cost associated with this agreement is \$400,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

ORIGINAL

**ENGINEERING DESIGN SERVICES AGREEMENT
FOR LAS VEGAS WASH TRAIL**

THIS AGREEMENT is made and entered into this 19th day of January, 2005, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and Berryman & Henigar, Inc. (herein the "Consultant").

WITNESSETH:

WHEREAS, the City intends to construct the Las Vegas Wash Trail 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 Don Allison, 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.

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

SECTION TWO CITY RESPONSIBILITIES

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

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

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

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

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

SECTION THREE CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR ADDITIONAL SERVICES OF CONSULTANT

4.01 Additional Services. 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 Four Hundred Thousand dollars (\$400,000) 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 man-hours, 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 Three Hundred Sixty Two Thousand Seven Hundred Forty dollars (\$362,740) 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 Thirty Seven Thousand Two Hundred Sixty dollars (\$37,260) without the prior written approval of the City.

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

7.05 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 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:

Berryman & Henigar
4840 W. University Avenue, Ste A-1
Las Vegas, NV 89103

Fax: (702) 252-7890

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

10.20 Dispute Resolution.

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

appeal. Pending the final decision of a dispute by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

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

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

C. *Right of Joinder.* In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the

parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

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

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

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

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

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

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

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

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

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

...
...
...

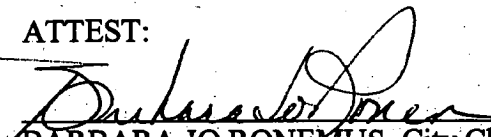
IN WITNESS WHEREOF, the parties have caused this Engineering Design Agreement for the Las Vegas Wash Trail project to be executed the day and year first above written.

CITY OF LAS VEGAS

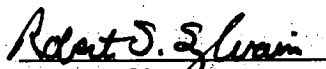
By: 
OSCAR B. GOODMAN, Mayor

"City"

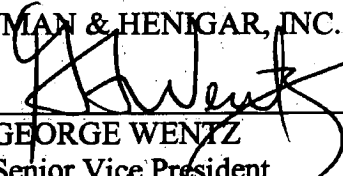
ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 10-17-04
Deputy City Attorney Date

BERRYMAN & HENIGAR, INC.

By: 
GEORGE WENTZ
Its: Senior Vice President

By: 
DON ALLISON, P.E.
Its: Vice President

"Consultant"

EXHIBITS

Exhibit "A"	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
SCOPE OF SERVICE
LAS VEGAS WASH TRAIL
September 27, 2004

DESCRIPTION OF PROJECT

The Scope of Services to be provided under the terms of this Agreement include preliminary plans for the Vegas Wash Trail. This project is located in the corridor of the Las Vegas Wash, between Owens Avenue and Charleston Boulevard, within the Limits of the City of Las Vegas. The trail will provide access from the future trails to the north and south located within the Las Vegas Wash corridor in the City of North Las Vegas and Clark County respectively. This Trail is part of the "Master Plan Transportation Trail Element" as adopted by City Council on January 16th, 2002. Funding for the trail element will come from the Bureau of Land Management (BLM) through the sale of federal lands through the Southern Nevada Public Land Sales Management Act (SNPLMA).

A general description of the project is as follows:

- This is a shared, multi-use facility for non-motorized traffic including bicycles, pedestrians and skaters. The proposed path will be designed to prevent unauthorized motorized vehicles by providing access control at the intersections.
- The proposed trail will consist of an 8' wide hard path meeting AASHTO requirements and providing for positive drainage.
- Signage along the trail shall be provided with informational symbols and text. Information should address location, trail features and trail leads. Manual of Uniform Traffic Control Devices (MUTCD) standards are to be used in roadway areas.
- There are no existing parks located along this trail to serve as trailheads to providing amenities such as restrooms and drinking fountains. An assessment will be made on converting existing right-of-way at the Sandhill outfall for this purpose including the installation of bike racks. Design of this work is not included with this fee estimate.
- Hardscape items will be planned. Emergency vehicles and maintenance equipment will be able to use the trail by unlocking the access security features. The bank of the wash will be protected with a steel wire rope strung between posts to separate the trail from existing flood control channels.
- Street lighting shall be provided at the entrances. Bollard lighting shall be provided along the length of the entire trail.
- Revisions to the bank slope or modification of the channel width will be designed as necessary to provide a minimum path width of not less than 8 feet.
- Mid block signalized pedestrian crossings will be provided at 3 locations.

- An existing pedestrian bridge will be used to cross the Wash. The only changes anticipated to the bridge are painting of the bridge.
- The proposed trail will be located adjacent to a main drainage channel. The Trail design shall incorporate signage with notification of the unpredictable danger during storm events. At the current existing 100-year frequency flow rate of 8,500 cfs the flows overtop the Charleston Boulevard bridge. The CCRFCD expects the flow rates to be higher at ultimate development and has planned on reconstruction of the bridges and conversion of the Las Vegas Wash to a concrete lined channel for the entire length.

DESIGN CRITERIA

Engineering Services to be provided under the terms of the Agreement shall be performed in conformance with the following policies and design criteria: City of Las Vegas *Policy and Procedures for Design of Public Works Projects*, Clark County Regional Flood Control District (CCRFCD) *Hydrologic Criteria and Drainage Design Manual*, Clark County *Uniform Standard Specifications and Uniform Standard Drawings*, City of Las Vegas Master Plan Transportation Trails Element adopted January 16, 2002, Guide for the development of Bicycle Facilities – American Association of State Highway and Transportation Officials - 1999 and the American Association of State Highway and Transportation Officials (AASHTO) *Standard Specifications for Highway Bridges and Policy on the Geometric Design of Highways and Streets*.

100 MEETINGS AND PRESENTATIONS

- 105 **Kickoff Meeting:** The City of Las Vegas shall schedule and prepare an agenda for the initial kickoff meeting with the Consultant and others within ten calendar days following receipt of the Notice to Proceed. Project criteria and parameters will be discussed as well as the design schedule. Prior to the kick-off meeting, the Consultant shall have conducted preliminary as-built research and a visual inventory of the proposed trail system. Consultant shall prepare and distribute minutes of this meeting to all attendees.

- Deliverable: Kickoff meeting agenda, meeting minutes, project criteria and project schedule.

- 110 **Progress Meetings:** Consultant shall schedule and prepare an agenda for progress meetings to be held every two weeks or as required. Bi-weekly meeting locations will alternate between the Consultant's office and the City of Las Vegas. Approximately six (6) meetings are anticipated. Consultant shall prepare and distribute minutes of this meeting to all attendees.

- Deliverable: Progress meeting minutes.

- 115 **Utility/Agency/Project Coordination:** The Consultant shall coordinate with the various utilities to obtain as-built information, notify of conflicts and relocations and provide advance notice of impacts on proposed facilities.

- Deliverable: Consultant shall provide the City with copies of all correspondence related to these activities.

200 PRELIMINARY ENGINEERING:

- 205 Inventory of Trail system: The Consultant shall develop an inventory that will list existing conditions of roadway crossings, existing flood control facilities, existing park amenities, identify manholes, signs, or utilities that may be affected during construction of improvements. Also, existing vegetation, existing path conditions, and drainage conditions will be noted on the log. The Trail system alignment will be identified and approved by CLV with corridor conditions analyzed and marked in the inventory log. The inventory shall include digital pictures.
- 215 Drainage Analysis: Consultant shall review drainage conditions for the Trail system, assuming surface runoff. Grades will be set to optimize current hydraulic site conditions. Existing drainage conditions will remain unchanged. The purpose of drainage improvements will be to remove any existing ponding conditions greater than 1' in depth and noticeable on the City provided survey.
- 225 Trail Amenity Study: The Consultant shall conduct a Trail System amenity study and needs assessment for bike racks, rest areas, shade structures, drinking fountains, trash receptacles, pedestrian benches and other amenities. Includes evaluation of street crossing visibility triangles.
- 230 Trail Theme/Branding/Signage/Path Design Standards: The Consultant will establish design standards through establishment of CLV approved sign graphics, unique materials, logos and location markers. This theme will be carried throughout the trail system.
- 235 Trail Plan: The Consultant shall of the trail and location of amenities. The plans will be at 1" = 100' scale at a size of 11" x 17" showing the general alignment.
- 240 Lighting Service Points & Coordination with NP: The Consultant will coordinate with Nevada Power regarding the location of power connections and meters for the street lights, bollards and pedestrian signals.
- 245 Intersection Details: The Consultant shall provide 11" x 17" enlarged plans of the intersections to present planned solutions at those locations.
- 250 Preliminary Cost Estimates: The consultant shall prepare a preliminary construction cost estimate for the planned trail.
- 255 Preliminary Submittal: A Las Vegas Wash planning Document will be provided in 11" x 17" format to include half size plans originally at 1" = 50" scale indicating the proposed improvements, inventory of trail system, trail amenities, trail theme and construction cost estimate.
- Deliverable: Ten (10) copies of 11" x 17" reduced plans, bound specifications and cost estimate shall be submitted to the City. Copies of plans shall be submitted to the utilities. In addition, 2 sets of documents shall be submitted to CCRFCD.

300 50% DESIGN AND CONSTRUCTION DOCUMENTS

The Consultant shall proceed with design and preparation of the construction documents. The Consultant shall submit construction plans including, but not limited to, plan and profile sheets

showing Trail system improvements, location of existing utilities, and construction details, all for City review and approval. The format, verbiage, organization, structure, and style of the Special Provisions shall be as directed by the City. A sample set of Special Provisions will be provided to the Consultant. Separate plan sheets shall be prepared for the following:

1. City Standard Cover Sheet identifying project participants and note sheet with plan and sheet index, vicinity map, general notes, benchmark, and basis of bearings.
2. Civil - Typical Trail Sections
3. Civil - Trail Plans and Profiles (where required for drainage) showing centerline, hardscape features to be constructed and vertical control.
3. Civil - Detail Drawings for civil design and construction details, as required.
4. Civil – Signalized Crossings at three locations at stripped pedestrian crossings at the remainder.

305 Cover Sheet, General Note Sheet: Prepared in City format.

315 Civil - Typical Sections: Typical sections shall be prepared to an essentially complete state, showing structural section and relative location of typical improvements within the right-of-way.

320 Civil - Trail Plans: Plans shall be prepared at 1"=50'. Plans shall show vertical and horizontal control information related to the hardscape path, construction easements, R/W lines, access control at intersections, coordinate information, curve data, quantities, general notes, approval signatures, drainage information, subgrade preparation information, existing construction conflicts and other information as required.

321 Civil – Lighting Connections: Provide connection details for lighting connected to Nevada Power.

325 Civil - Design Details: Civil design details shall be in the early development stages.

340 Draft Specifications: Draft specifications shall be prepared consisting of the modifying the Clark County Area Standard Specifications published by the Regional Transportation Commission. The specifications shall address any bid item required for construction of the improvements shown on the plans.

341 Updated Cost Estimate: An updated cost estimate will be provided with the 50% submittal. The Engineer's Estimate will be broken out by plan sheet and by funding source.

345 50% Submittal

- Deliverable: Ten (10) copies of 11" x 17" reduced plans, bound specifications and cost estimate shall be submitted to the City. The appropriate design discipline, A Professional Civil Engineer shall include their unsigned seal on the reduced plans. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. Copies of plans shall be submitted to the utilities. In addition, 2 sets of documents shall be submitted to CCRFCD.

400 90% DESIGN AND CONSTRUCTION DOCUMENTS

- 405 Walkthrough: Consultant shall schedule a walk through of the project with the CLV Project Manager prior to the 90% submittal. Walk through documentation should include notes and photographs. 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 fit field conditions.
- Deliverable: Walk through meeting notes.
- 406 Cover Sheet, General Note Sheet: Prepared in City format.
- 415 Civil - Typical Sections: Typical sections shall be updated to an essentially complete state, showing structural section and relative location of typical improvements within the right-of-way.
- 420 Civil - Trail Plans: Plans shall be updated to a near complete state at 1"=50'. Plans shall show vertical and horizontal control information related to the hardscape path, construction easements, R/W lines, bollard locations, coordinate information, curve data, quantities, general notes, approval signatures, drainage information, subgrade preparation information and other information as required.
- 422 Lighting Connections and Details: Prepare plans for the connection of street lights and bollards to Nevada Power.
- 425 Civil - Design Details: Civil design details shall be in the final development stages.
- 435 Trail Theme/Signage/Amenity Plan: Detail the trail theme, signage and amenities.
- 439 Quantity Tabulation Sheet: Show bid quantities on a sheet-to-sheet basis.
- 440 Draft Specifications: Draft specifications shall be prepared consisting of any modifications to the Clark County Area Standard Specifications published by the Regional Transportation Commission. The specifications shall address any bid item required for construction of the improvements shown on the plans.
- 441 Updated Cost Estimate: An updated cost estimate will be provided with the 90% submittal. The Engineer's Estimate will be broken out by plan sheet and by funding source.
- 445 Revised Design and Construction Documents: The 90% submittal shall include all the elements of Section 300 which shall be advanced in level of design and shall incorporate comments from the 50% submittal. Special Provisions shall be provided.
- Deliverable: Ten (10) copies of 22" x 34" blue lines, bound specifications and cost estimate shall be submitted to the City. The Professional Civil shall seal the blue line plans. A status report of the ROW certification will also be submitted at this time. The Engineer's estimate will also be submitted as a Microsoft Excel Work Sheet electronic file. Copies of plans shall be submitted to the utilities. In addition, 2 sets of documents shall be submitted to CCRFCD, and 5 sets of submittal documents shall be submitted to NDOT for review.

450 Utility Submittals & Coordination: The 90% plans will be circulated to utilities to avoid conflicts and to detail any interface.

500 **FINAL DESIGN AND CONSTRUCTION DOCUMENTS**

505 Finalize Design and Construction Documents: Finalize plans, specifications and bid documents by incorporating comments received from the 90% submittal. The Consultant shall coordinate and obtain all utility signatures required on the Cover Sheet and elsewhere in the plans as required, and submit copies of final plan sheets to utility companies as required by the Utility Companies to obtain final signatures.

Upon Agency approval, then submit final mylars and documents as noted:

- Deliverable: One (1) set of original mylars; unbound specifications and cost estimate shall be submitted to the City. Electronic copies of both the plans (AutoCAD 2000 format) and specifications (Microsoft Word format) shall be provided to the City. The City will sign an indemnification and release of liability form for any use of the electronic files and an acknowledgement that the stamped and signed mylar originals are the official set. For any other use or modification of the electronic files the City will remove the consultant (s) name and electronic stamp from the drawings. 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 affected utility. Also, four (4) copies of full size blue-lines and special provisions, and one (1) set of half-size plans shall be submitted to the City.

600 **BID SERVICES**

605 During the bidding process, the Consultant shall assist the City with the preparation of contract addenda. The Consultant shall provide addenda at no cost to the City if it is the result of "errors" by the Consultant that require revisions to the bid documents. Addenda items requested by the City due to design changes at no fault of the Consultant will be covered under Exhibit "B", "Additional Services".

610 The Consultant shall provide answers to bidder's questions for City response.

615 Consultant shall attend the pre-bid conference.

620 Consultant shall attend the pre-construction conference.

EXHIBIT B
ADDITIONAL SERVICES
Las Vegas Wash Trail

The following services are to be performed only when authorized in writing by the City.

Task	Description of Additional Service
905	Title Reports: The Consultant shall obtain title reports for use in establishing horizontal control and existing r/w information along the trail system.
910	Record of Survey: The Consultant shall prepare a Record of Survey showing the proposed Trail centerline and all main ties to intersecting streets and major section lines in accordance with NRS 625.
915	Geotechnical Investigation: Conduct soil borings (\$xxx minimum/occurrence) at a rate of \$xx.00/l.f. to establish additional geotechnical recommendations at non-typical areas.
925	Legal Descriptions and Exhibits: The Consultant shall write legal descriptions and prepare exhibits in locations where additional right-of-way or easements are required, as directed by the City.
930	Additional Survey: As directed by the City for spot elevations, utility or additional pavement elevations for intersections.
935	Additional Design Services: As directed by the City, Consultant shall perform additional design services on a time and material basis.
940	Potholing: Obtaining utility pothole information for subsurface utilities.
945	Public Presentation/ Neighborhood Meetings: As directed by the City, Consultant shall facilitate public neighborhood meetings regarding the trail system project.
957	Conceptual Plan Rendering: As directed by the City, Consultant shall provide a colored rendering of the trail system suitable for use in public presentations.
958	Traffic Signal Plans: As directed by the City, Consultant shall prepare traffic signal plans at those locations designated by the City and interconnected as directed.
959	Drainage Study: As directed by the City, and if required by Clark County Regional Flood Control District, Consultant shall provide drainage calculations and design plans in support of elevated pathway structures, where limited r/w exists along the Las Vegas Wash.
960	Addenda: As directed by the City, the Consultant shall prepare addenda due to design or contract revisions caused by no fault of the Consultant.
961	Conceptual Landscape Plan: The Consultant shall prepare a preliminary plan that identifies hardscape, landscaping, ground cover, aesthetic fencing/gates, aesthetic berming, irrigation system and water meter locations and electrical service points for landscape lighting.
962	Conceptual Planting Plan: A suggested plant list will be developed which will comply with Clark County Design Guidelines as well as the City of Las Vegas Development Code. The plan shall show all tree, shrub and groundcover locations.
963	Conceptual Plan Rendering: The Consultant shall develop one colored rendering of the trail system suitable for use in public presentations.

EXHIBIT C
SUMMARY TASKS
LAS VEGAS WASH TRAIL
BERRYMAN & HENIGAR
September 29, 2004

TASK	DESCRIPTION	COSTS
1	MEETINGS AND PRESENTATIONS	
	SUBTOTAL	35,860
2	PRELIMINARY ENGINEERING	
	Preliminary Engineering	67,960
	Subconsultants	0
	Costs	1,500
	SUBTOTAL	69,460
3	50% DESIGN AND CONSTRUCTION DOCUMENTS	
	50% Engineering	108,040
	Subconsultants	0
	Costs	3,000
	SUBTOTAL	111,040
4	90% DESIGN AND CONSTRUCTION DOCUMENTS	
	90% Engineering	91,600
	Subconsultants	0
	Costs	2,500
	SUBTOTAL	94,100
5	FINAL DESIGN AND CONSTRUCTION DOCUMENTS	
	Final Engineering	37,960
	Subconsultants	0
	Costs	2,000
	SUBTOTAL	39,960
6	BID SERVICES	
	Bid Services	10,320
	Subconsultants	0
	Costs	2,000
	SUBTOTAL	12,320
	GRAND TOTAL	362,740

EXHIBIT C1
PRELIMINARY MANHOUR TASK BREAKDOWN
LAS VEGAS WASH TRAIL

DRA
9/29/2004

TASK	DESCRIPTION					
		PM	PE	CADD	CLER	TOTAL
1	MEETINGS AND PRESENTATIONS					
100	Project Administration	60	8		16	84
105	Kickoff Meeting	8	8		4	20
110	Progress Meetings (6)	60	4	12	16	92
115	Utility Coordination	4	24	16	12	56
	SUBTOTAL TASK	132	44	28	48	252
	Hourly Costs	175	145	125	60	
	MEETINGS AND PRESENTATIONS COSTS	23,100	6,380	3,500	2,880	35,860
2	PRELIMINARY ENGINEERING					
205	Inventory of Trail System	16	24	30	12	82
215	Drainage Analysis	8	16	12	8	44
225	Trail Amenity Study	8	24	24	4	60
230	Trail Theme/Branding/Signage	12		16	4	32
235	Trail Plan, 14 Sheets	4	12	112	4	132
240	Lighting Service Points & Coordination w/NP	4	16		4	24
245	Intersection Details, 6 Sheets	4	12	50	2	68
250	Preliminary Cost Estimates	16	24	12	4	56
	SUBTOTAL PRELIMINARY ENGINEERING	72	128	256	42	498
	Hourly Costs	180	150	130	60	
	PRELIMINARY ENGINEERING COSTS	12,960	19,200	33,280	2,520	67,960
SUBCONSULTANT COSTS						
	Survey					0
	Landscape					0
	TOTAL SUBCONSULTANTS					0
OTHER DIRECT COSTS						1,500
TOTAL COSTS						105,320

EXHIBIT C2
50% DESIGN AND CONSTRUCTION DOCUMENTS MANHOUR TASK BREAKDOWN
LAS VEGAS WASH TRAIL

DRA
9/29/2004

TASK	DESCRIPTION					
		PM	PE	CADD	CLER	TOTAL
300	DESIGN AND CONSTRUCTION DOCUMENTS					
303	Project Administration	60	8		8	76
305	Cover Sheet	4	4	8	12	28
315	Typical Sections	4	24	64	20	112
320	Trail Plans (22 Sheets)	12	40	260	12	324
322	Lighting Connections and Details (2 Sheets)	4	24	40	4	72
325	Design Details	2	16	60	4	82
340	Draft Specifications	12	24		16	52
341	Update Cost Estimate	4	12	12	2	30
345	Submittal	2	12	16	4	34
	SUBTOTAL 50% DESIGN	104	164	460	82	810
	Hourly Costs	180	150	130	60	
	50% DOCUMENTS	18,720	24,600	59,800	4,920	108,040
SUBCONSULTANT COSTS						
TOTAL SUBCONSULTANTS						0
OTHER DIRECT COSTS						3,000
TOTAL COSTS						111,040

EXHIBIT C3
90% DESIGN AND CONSTRUCTION DOCUMENTS MANHOUR TASK BREAKDOWN
LAS VEGAS WASH TRAIL

DRA
9/29/2004

TASK	DESCRIPTION					
		PM	PE	CADD	CLER	TOTAL
400	DESIGN AND CONSTRUCTION DOCUMENTS					
403	Project Administration	40	8		8	56
405	Walkthrough	8	8	12	4	32
406	Cover Sheet	4	4	4		12
415	Typical Sections		4	36		40
420	Trail Plans (22 Sheets)	22	20	80		122
422	Lighting Connections and Details (2 Sheets)	2	8	12		22
425	Design Details	2	8	24		34
435	Trail Theme/Signage/Amenity Plan	8	24	40	12	84
439	Quantity Tabulation Sheet		20	24	8	52
440	Draft Specifications	16	40		32	88
441	Update Cost Estimate	4	16	8	2	30
445	Submittal	2	12	16	8	38
450	Utility Submittals & Coordination	8	24	24	8	64
	SUBTOTAL 90% DESIGN	116	196	280	82	674
	Hourly Costs	180	150	130	60	
	90% DOCUMENTS	20,880	29,400	36,400	4,920	91,600
SUBCONSULTANT COSTS						
TOTAL SUBCONSULTANTS						0
OTHER DIRECT COSTS						
						2,500
TOTAL COSTS						
						94,100

EXHIBIT C4
FINAL DESIGN AND CONSTRUCTION DOCUMENTS MANHOUR TASK BREAKDOWN
LAS VEGAS WASH TRAIL

DRA
9/29/2004

TASK	DESCRIPTION					
		PM	PE	CADD	CLER	TOTAL
500	FINAL DESIGN AND CONSTRUCTION DOCUMENTS					
503	Project Administration	40	12		8	60
505	Final Documents	16	32	100	8	156
510	Cost Estimate	2	12		2	16
515	Final Submittal	8	12	12	4	36
	SUBTOTAL FINAL DESIGN	66	68	112	22	268
	Hourly Costs	180	150	130	60	
	SUBTOTAL FINAL DESIGN COST	11,880	10,200	14,560	1,320	37,960
600	BID SERVICES					
605	Addenda	4	12	12	2	30
610	Bidder Questions	8	12			20
615	Prebid Conference	8				8
620	PreConstruction Conference	8				8
	SUBTOTAL BID SERVICES	28	24	12	2	66
	Hourly Costs	180	150	130	60	
	SUBTOTAL BID SERVICES COST	5,040	3,600	1,560	120	10,320
	FINAL DOCUMENTS & BID SERVICES	16,920	13,800	16,120	1,440	48,280
SUBCONSULTANT COSTS						
TOTAL SUBCONSULTANTS						0
OTHER DIRECT COSTS						2,000
TOTAL COSTS						50,280

EXHIBIT D
COST DERIVATION
SUMMARY TASKS
LAS VEGAS WASH TRAIL
BERRYMAN & HENIGAR
October 7, 2004

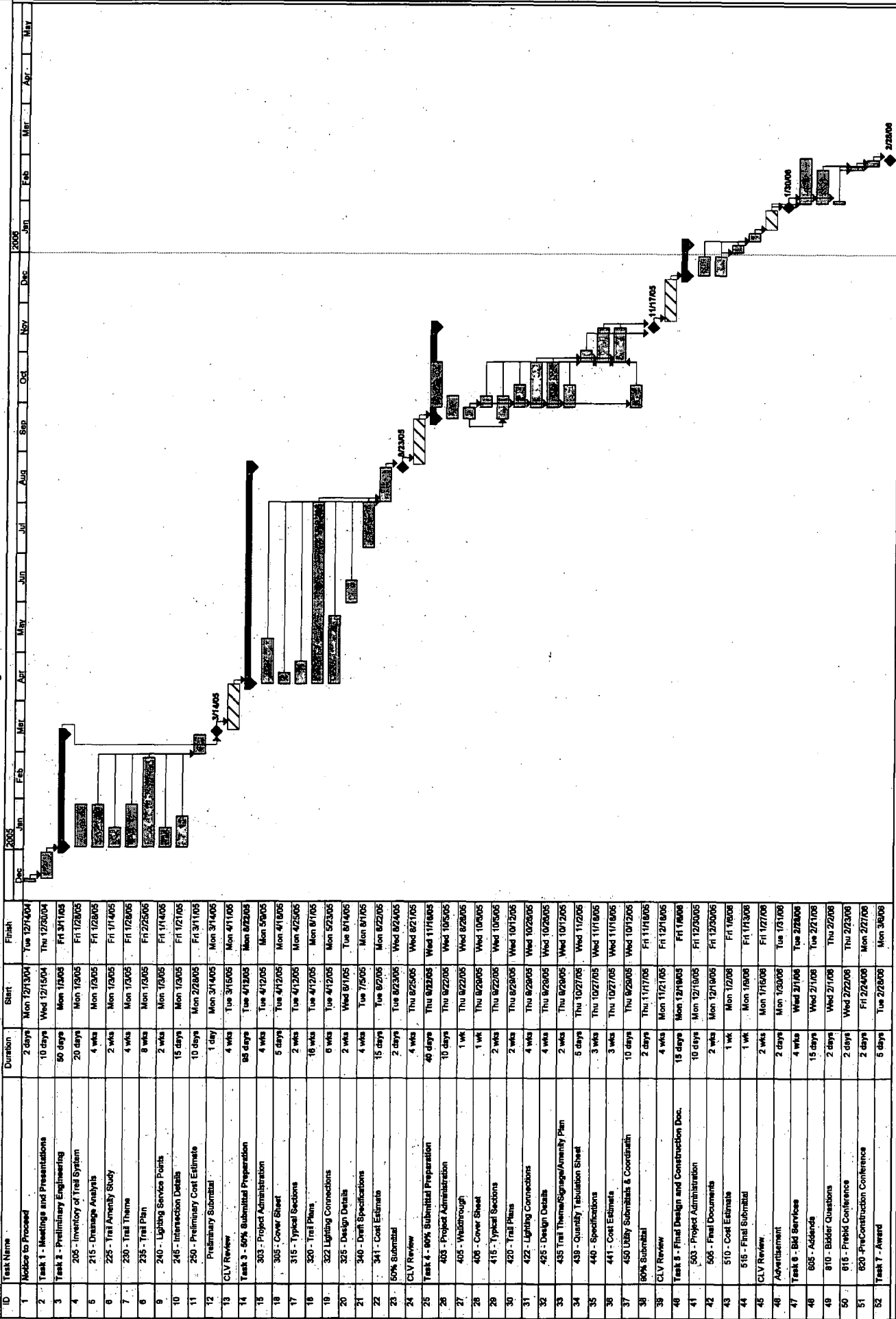
TASK	DESCRIPTION	FIXED COSTS
1	MEETINGS AND PRESENTATIONS	
	SUBTOTAL	35,860
2	PRELIMINARY ENGINEERING	
	Preliminary Engineering	67,960
	Subconsultants	0
	Costs	1,500
	SUBTOTAL	69,460
3	50% DESIGN AND CONSTRUCTION DOCUMENTS	
	50% Engineering	108,040
	Subconsultants	0
	Costs	3,000
	SUBTOTAL	111,040
4	90% DESIGN AND CONSTRUCTION DOCUMENTS	
	90% Engineering	91,600
	Subconsultants	0
	Costs	2,500
	SUBTOTAL	94,100
5	FINAL DESIGN AND CONSTRUCTION DOCUMENTS	
	Final Engineering	37,960
	Subconsultants	0
	Costs	2,000
	SUBTOTAL	39,960
6	BID SERVICES	
	Bid Services	10,320
	Subconsultants	0
	Costs	2,000
	SUBTOTAL	12,320
	GRAND TOTAL FIXED COSTS	362,740

HOURLY RATES

Hourly rates are effective through 12/31/05.
They are subject to annual increases thereafter

Project Manager/Principal	\$180.00
Project Engineer	\$150.00
Design Engineer	\$140.00
Designer/CADD Operator	\$130.00
Senior Inspector	\$100.00
Inspector	\$90.00
Clerical	\$60.00

Exhibit E Las Vegas Wash Trail



ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	2 days	Mon 12/13/05	Tue 12/14/05
2	Task 1 - Meetings and Presentations	10 days	Wed 12/15/05	Thu 12/30/05
3	Task 2 - Preliminary Engineering	50 days	Mon 1/9/06	Fri 3/1/06
4	205 - Inventory of Trail System	20 days	Mon 1/9/06	Fri 1/28/06
5	215 - Drainage Analysis	4 wks	Mon 1/9/06	Fri 1/28/06
6	225 - Trail Arterial Study	2 wks	Mon 1/9/06	Fri 1/14/06
7	230 - Trail Theme	4 wks	Mon 1/9/06	Fri 1/28/06
8	235 - Trail Plan	8 wks	Mon 1/9/06	Fri 2/26/06
9	240 - Lighting Service Points	2 wks	Mon 1/9/06	Fri 1/14/06
10	245 - Intersection Details	15 days	Mon 1/9/06	Fri 1/21/06
11	250 - Preliminary Cost Estimate	10 days	Mon 2/28/05	Fri 3/11/05
12	Preliminary Submittal	1 day	Mon 3/14/05	Mon 3/14/05
13	CLV Review	4 wks	Tue 3/15/05	Mon 4/11/05
14	Task 3 - 50% Submittal Preparation	88 days	Tue 4/12/05	Mon 6/22/05
15	303 - Project Administration	4 wks	Tue 4/12/05	Mon 5/8/05
16	305 - Cover Sheet	5 days	Tue 4/12/05	Mon 4/18/05
17	315 - Typical Sections	2 wks	Tue 4/12/05	Mon 4/25/05
18	320 - Trail Plans	16 wks	Tue 4/12/05	Mon 6/1/05
19	322 Lighting Connections	6 wks	Tue 4/12/05	Mon 5/23/05
20	325 Design Details	2 wks	Wed 6/1/05	Tue 6/14/05
21	340 - Draft Specifications	4 wks	Tue 7/5/05	Mon 8/1/05
22	341 - Cost Estimate	15 days	Tue 8/2/05	Mon 8/22/05
23	50% Submittal	2 days	Tue 8/23/05	Wed 8/24/05
24	CLV Review	4 wks	Thu 8/25/05	Wed 9/21/05
25	Task 4 - 80% Submittal Preparation	40 days	Thu 8/25/05	Wed 11/16/05
26	403 - Project Administration	10 days	Thu 8/25/05	Wed 9/8/05
27	405 - Walkthrough	1 wk	Thu 8/25/05	Wed 8/26/05
28	406 - Cover Sheet	1 wk	Thu 8/25/05	Wed 10/6/05
29	415 - Typical Sections	2 wks	Thu 8/25/05	Wed 10/6/05
30	420 - Trail Plans	2 wks	Thu 8/25/05	Wed 10/13/05
31	422 - Lighting Connections	4 wks	Thu 8/25/05	Wed 10/20/05
32	425 - Design Details	4 wks	Thu 8/25/05	Wed 10/20/05
33	435 Trail Theme/Signage/Arterial Plan	2 wks	Thu 10/27/05	Wed 11/2/05
34	439 Quantity Takeoff Sheet	5 days	Thu 10/27/05	Wed 11/2/05
35	440 - Specifications	3 wks	Thu 10/27/05	Wed 11/16/05
36	441 - Cost Estimate	3 wks	Thu 10/27/05	Wed 11/16/05
37	450 Utility Submittals & Coordination	10 days	Thu 8/25/05	Wed 10/12/05
38	80% Submittal	2 days	Thu 11/17/05	Fri 11/18/05
39	CLV Review	4 wks	Mon 11/21/05	Fri 12/16/05
40	Task 5 - Final Design and Construction Doc.	18 days	Mon 12/19/05	Fri 1/6/06
41	503 - Project Administration	10 days	Mon 12/19/05	Fri 1/6/06
42	505 - Final Documents	2 wks	Mon 12/19/05	Fri 1/20/06
43	510 - Cost Estimate	1 wk	Mon 1/2/06	Fri 1/6/06
44	515 - Final Submittal	1 wk	Mon 1/9/06	Fri 1/13/06
45	CLV Review	2 wks	Mon 1/16/06	Fri 1/27/06
46	Advertisement	2 days	Mon 1/30/06	Tue 1/31/06
47	Task 6 - Bid Services	4 wks	Wed 2/1/06	Tue 2/24/06
48	605 - Addenda	15 days	Wed 2/1/06	Tue 2/21/06
49	810 - Bidder Questions	2 days	Wed 2/22/06	Thu 2/23/06
50	815 - Prebid Conference	2 days	Wed 2/22/06	Thu 2/23/06
51	820 - Preconstruction Conference	2 days	Fri 2/24/06	Mon 2/27/06
52	Task 7 - Award	5 days	Tue 2/28/06	Mon 3/6/06

INVOICE FOR LA EGAS WASH TRAIL PRELIMINA. ENGINEERING

TO: CITY OF LAS VEGAS
420 North Fourth St.
Las Vegas, Nevada 89101

FROM: BERRYMAN & HENIGAR, INC
4840 W. University Ave.
Suite A-1
Las Vegas, NV 89103

Date: _____

Project: Las Vegas Wash Trail Engineering
Attention: Ed Nettenstrom, P.E.

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

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
100	Project Administration	\$ 35,860.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 35,860.00
200	Preliminary Engineering	\$ 67,960.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 67,960.00
300	50 % Design	\$ 108,040.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 108,040.00
400	90 % Design	\$ 91,600.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 91,600.00
500	Final Design	\$ 37,960.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 37,960.00
600	Bid Services	\$ 10,320.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 10,320.00
		\$ -	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
		\$ -						
Subtotal (\$)	Subtotals	\$ 351,740.00		\$ -		\$ -		\$ 351,740.00

Expenses:

Reimbursables	\$ 11,000.00	0.0%	\$ -	0.0%	\$ -	100.0%	\$ 11,000.00
Other	\$ -	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
Subtotal	\$ 11,000.00		\$ -		\$ -		\$ 11,000.00

SubConsultants:

Survey	\$ -	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
Geotechnical	\$ -	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
Traffic	\$ -	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
Potholing	\$ -	0.0%	\$ -	0.0%	\$ -	100.0%	\$ -
Subtotal	\$ -		\$ -		\$ -		\$ -

Subtotal All Services	\$ 362,740.00		\$ -		\$ -		\$ 362,740.00

TOTAL AMOUNT DUE THIS INVOICE

Total Amount Billed to Date \$ -

Total Amount of Contract (Not to Exceed) \$ 400,000.00

Total Amount Remaining in Contract \$ 400,000.00

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

Block 1 Contracting Entity Name Berryman & Henigar, Inc. Address 4840 West University Avenue Suite A-1, Las Vegas, NV 89103 Telephone (702) 252-7866 EIN or DUNS	Block 2 Description Subject Matter of Contract/Agreement Las Vegas Wash Trail RFP#

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 interesting the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Scott Kvandall, President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
2.	Jon Rodriguez, Director	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
3.	Tim D'Zmuraa, Senior Vice President	2001 East First Street Santa Ana, CA 92705	(714) 568-7300
4.	Roy Stephenson, Executive Vice President	2001 East First Street Santa Ana, CA 92705	(714) 568-7300
5.	Gary Bourne, Senior Vice President	720 Third Avenue, Suite 1200, Seattle, WA 98104	(206) 505-3400
6.	Reggie Meigs, Vice President	6150 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	(925) 468-7400
7.	Roger Frauenfelder, Senior Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100

8.	Keith Gillfillan, Senior Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
9.	Dennis Klingelhofer, Senior Vice President	6150 Stoneridge Mall Road, Suite 370, Pleasanton, CA 94588	(925) 468-7400
10.	Steve Smith, Senior Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
11.	William Stracker, Senior Vice President	2201 East First Street Santa Ana, CA 92705	(714) 568-7300
12.	George Wentz, Senior Vice President	2201 East First Street Santa Ana, CA 92705	(714) 568-7300
13.	Don Allison, Vice President	4840 W. University Ave., Suite A-1, Las Vegas, NV 89103	(702) 252-7866
14.	Monte Bowers, Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
15.	Michael Fakhar Vice President	2201 East First Street Santa Ana, CA 92705	(714) 568-7300
16.	Mike Foreman, Vice President	11590 W. Bernardo Court San Diego, CA 92127	(858) 451-6100
17.	Don Graf, Vice President	720 Third Avenue, Suite 1200 Seattle, WA 98104	(206) 505-3400
18.	Marty Harper, Vice President	720 Third Avenue, Suite 1200 Seattle, WA 98104	(206) 505-3400
19.	John Hutchins, Vice President	720 Third Avenue, Suite 1200 Seattle, WA 98104	(206) 505-3400
20.	Mohammed Rowther, Vice President	2201 East First Street Santa Ana, CA 92705	(714) 568-7300
21.	Roger Wagoner, Vice President	720 Third Avenue, Suite 1200 Seattle, WA 98104	(206) 505-3400
22.	Bureau Veritas Holdings, Inc c/o Theden Reid & Priest, LLP. Owner	875 Third Avenue New York, NY 10022	(212) 603-2391

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:

Date of Attached Document:

Number of Pages:

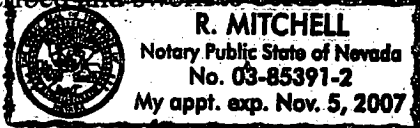
I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Don Allison
Name

October 7, 2004
Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 7th day of October, 2004, by Don Allison.



R. Mitchell
Notary Public

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Las Vegas Civil Engineering on behalf of Nick Dikova, owner (south of Gowan Road, west of Maverick Street, APN 138-11-702-006) - 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 four single-family dwellings located south of Gowan Road, west of Maverick Street. The owner proposes to connect to the 21-inch sewer line located in Gowan Road. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicant has signed a "Sewer Connection Agreement" and "Petition for Annexation".

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 Agreement

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

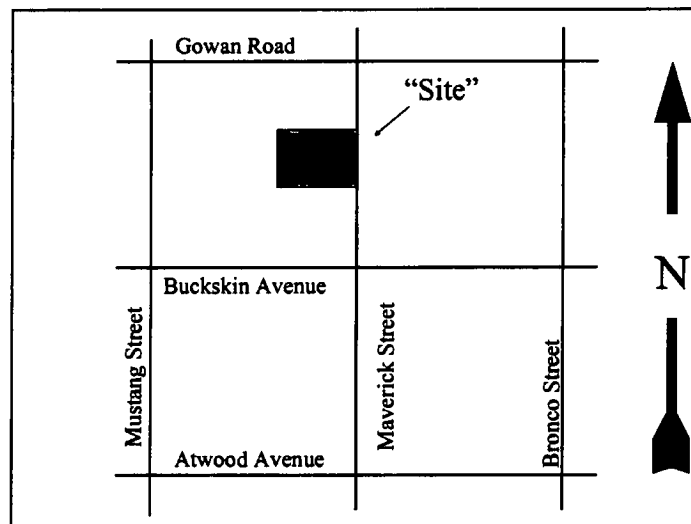
AGENDA MEMO

CITY COUNCIL MEETING DATE: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

**ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND
INTERLOCAL CONTRACT WITH CLARK COUNTY WATER
RECLAMATION DISTRICT – LAS VEGAS CIVIL ENGINEERING ON
BEHALF OF NICK DIKOVA, OWNER (SOUTH OF GOWAN, WEST OF
MAVERICK STREET, APN 138-11-702-006)**

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 30th day of November, 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 Nick Dikova (approximately 2.13 acres -- existing single family residence (lot to be subdivided) ; Parcel No. 138-11-702-006 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

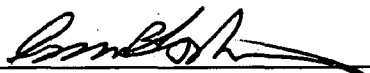
capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By 
PETER M. ARCHULETA, General Manager

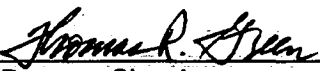
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

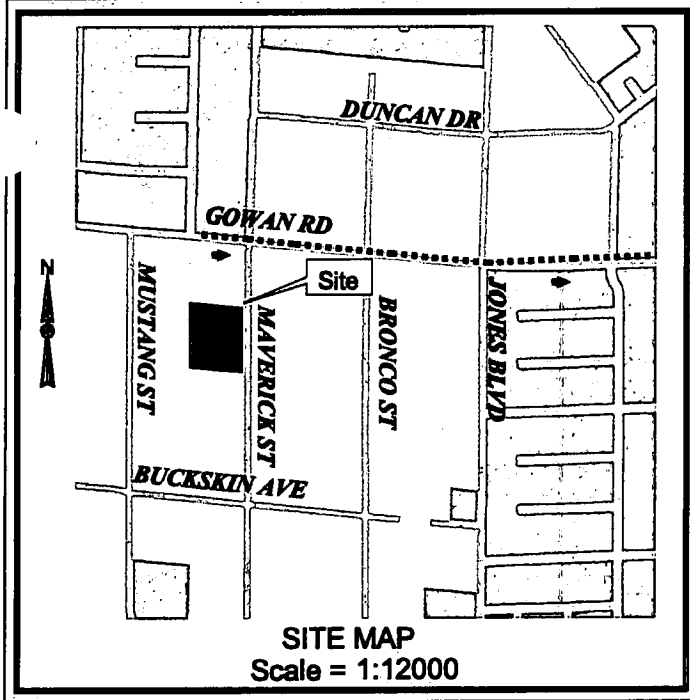
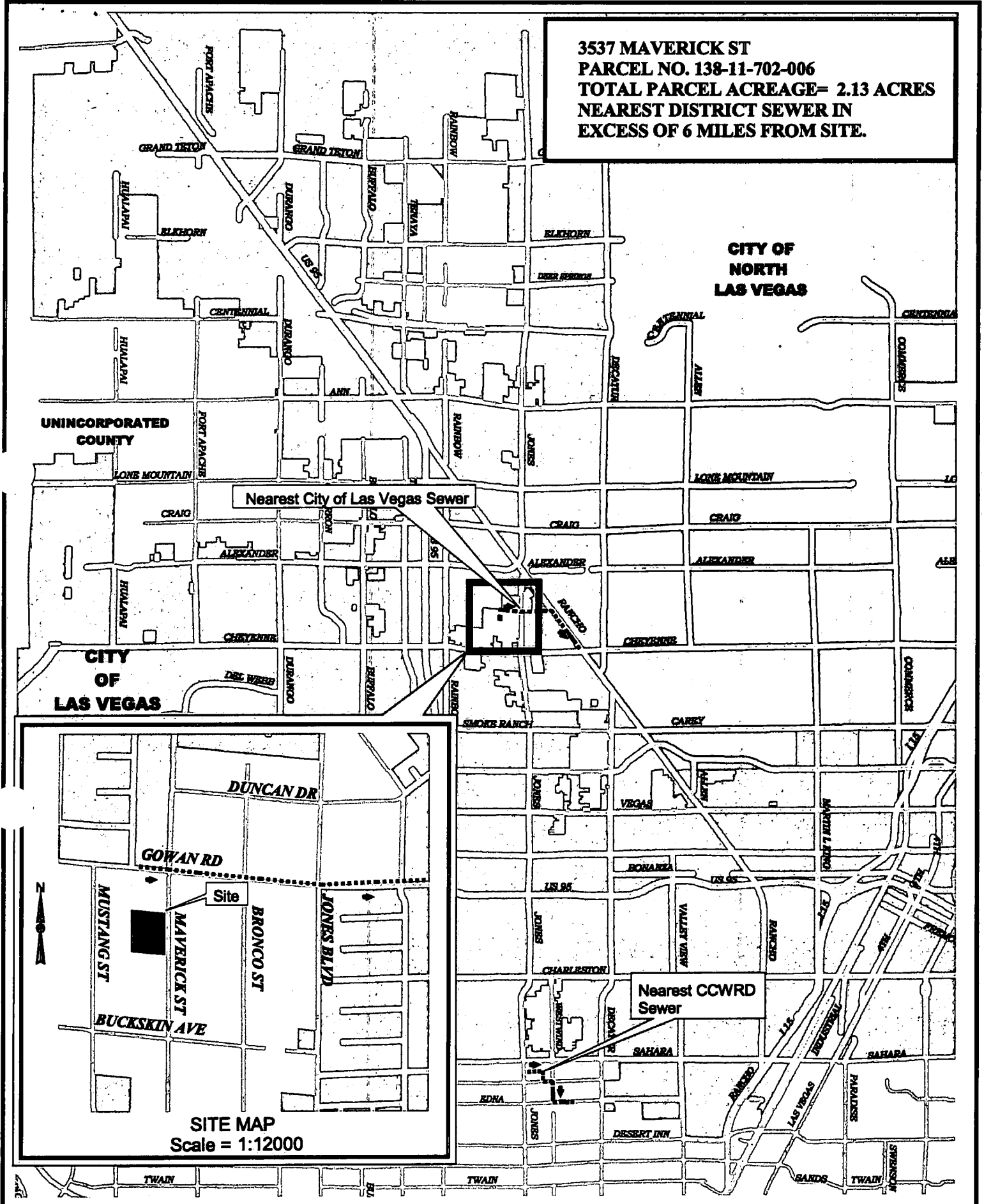
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  1/21/05
Deputy City Attorney

3537 MAVERICK ST
 PARCEL NO. 138-11-702-006
 TOTAL PARCEL ACREAGE= 2.13 ACRES
 NEAREST DISTRICT SEWER IN
 EXCESS OF 6 MILES FROM SITE.



Scale = 1:96000



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Integrity Engineering on behalf of PRMD, LLC, owner (Las Vegas Boulevard between Gass Avenue and Hoover 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 canopy that will hang over the entrance of the building and will be approximately 12-feet above the ground and protrude into public airspace for approximately 2.5 feet for the Callister and Reynolds Law Office remodeling 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" (Las Vegas Boulevard)

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

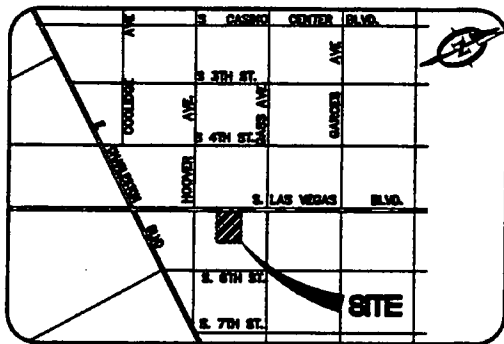
Item 32: STRICKEN under separate action (see individual item)

MINUTES:

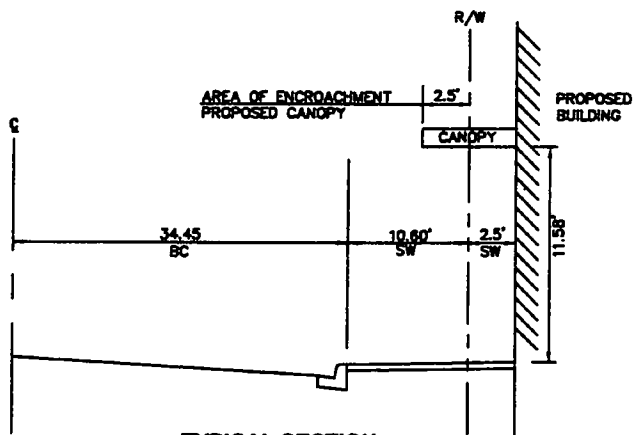
There was no discussion.

(9:32 - 9:33)

1-872



VICINITY MAP



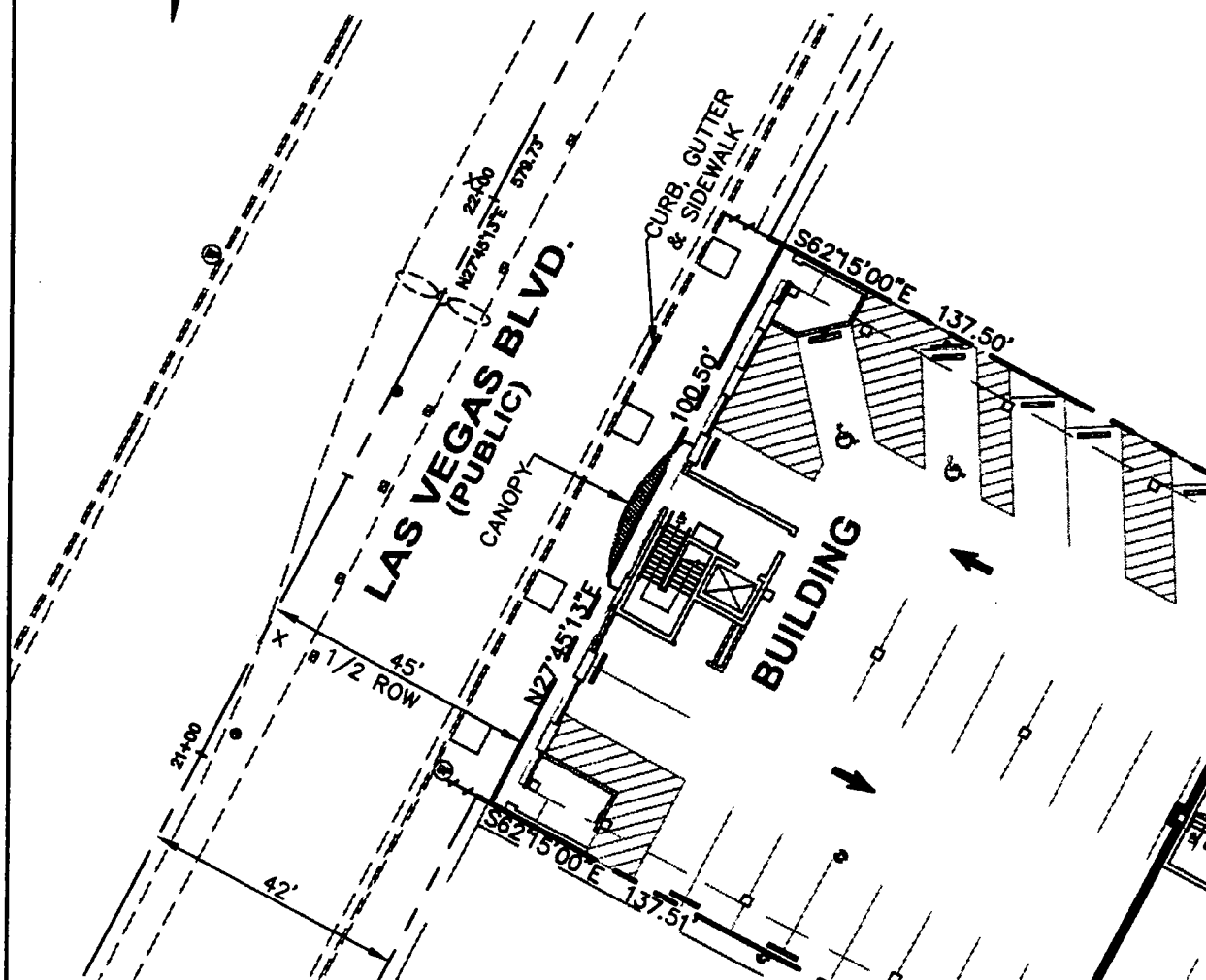
TYPICAL SECTION
NTS



EXHIBIT "A"



AREA OF ENCROACHMENT
PROPOSED CANOPY



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JANUARY 19, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-4-2005 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III (\$58,767.02 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$58,767.02
☒ 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 construction and installation of streetlights. The District boundaries are Fremont Street on the north, 15th Street on the east, Charleston Boulevard on the south and 13th Street on the west.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-4-2005

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

RESOLUTION NO. R-4-2005

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1501 – DOWNTOWN STREET REHABILITATION PHASE III; 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. 1501 – Downtown Street Rehabilitation Phase III (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 \$1,710,600.00 of which \$1,651,832.98 is available from other sources and \$58,767.02 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
\$1,710,600.00	\$58,767.02	\$1,651,832.98

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.

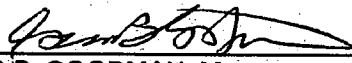
Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment 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 January 19, 2005.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to Form:

7 JAN 05 12:21 PM
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 January 19, 2005.

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
Steve Wolfson

Those Voting Nay:

NONE

Those Absent:

Janet Moncrief

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 January 19, 2005, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this January 19, 2005.

(SEAL)

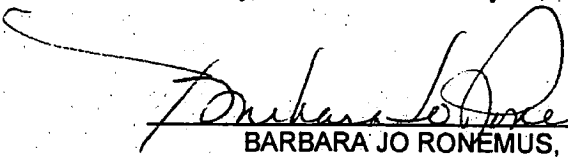

BARBARA JO RONEMUS, City Clerk

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.

JANUARY 19, 2005

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 - DR. GARTH L. RASMUSSEN, CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF MARTIN LUTHER KING JR. DAY AND COMMUNITY PEACE WEEK
- RECOGNITION OF THE PALO VERDE HIGH SCHOOL STATE FOOTBALL CHAMPIONS
- PRESENTATION BY THE LAKES FESTIVAL OF LIGHTS COMMITTEE

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 November 3, 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 Notice of Intent to Augment the Fiscal Year 2005 Annual Budget of the City of Las Vegas General Fund in an amount not to exceed \$8,200,000
5. Approval of an Agreement between the City of Las Vegas and Banc of America Securities, LLC and/or Bank of America, N.A. for investment broker service for purchases and sales of financial instruments
6. Approval of a Master Repurchase Agreement between the City of Las Vegas and Banc of America Securities, LLC
7. Approval of Change of Ownership and Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, From: Mayfair Drug Company, a general partnership, W. L. Holst, III, 100%, To: High Street, LLC, dba Decatur Liquor, 546 South Decatur Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Nicole A. Woywod, Gen Mgr - Ward 1 (Moncrief)
8. Approval of a Special Event License for Dino's Lounge, Location: Funk House-Arts District, 1228 South Casino Center Boulevard, Dates: February 4, 2005 and March 4, 2005, Type: Special Event Beer/Wine/Cooler, Event: First Friday, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)
9. Approval of Change of Ownership and Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, From: Mayfair Drug Company, a general partnership, W. L. Holst, III, 100%, To: High Street, LLC, dba Huntridge Tavern, 1116 East Charleston Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Paul L. Kellogg, IV, Gen Mgr - Ward 3 (Reese)
10. Approval of Change of Ownership and Key Employee for a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, High Street, LLC, dba: Decatur Drug Restaurant, 544 South Decatur Boulevard; Decatur Drug, 544 South Decatur Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Nicole A. Woywod, Gen Mgr - Ward 1 (Moncrief)
11. Approval of a new Restricted Gaming License for 15 slots and Key Employee subject to confirmation of approval by the Nevada Gaming Commission, High Street, LLC, dba Huntridge Drug Store, 1122 East Charleston Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Paul L. Kellogg, IV, Gen Mgr - Ward 3 (Reese)
12. Approval of a new Burglar Alarm Service License, TCCS Limited, dba TCCS Limited, 52 Spectrum Boulevard, Harlan Y. Sumida, Mmbr, Mgr, 51%, Dennis W. Hamm, Mmbr, Mgr, 49% - Ward 3 (Reese)
13. Approval of a new Massage Establishment License subject to the provisions of the planning codes, M. Gore, Inc., dba Goldilocks Salon & Day Spa, 2800 West Sahara Avenue, Suite 8B, Mark A. Gore, Dir, Pres, Treas, 50%, Lori L. Gore, VP, Secy, 50% - Ward 1 (Moncrief)
14. Approval of a new Massage Establishment License subject to the provisions of the fire codes, Steve & Vicki Bayliff, dba The Loft, A Studio for Hair and Body, 8689 West Charleston Boulevard, Suite 111, Donald S. Bayliff, Co-owner, 50%, Victoria A. Bayliff, 50%, Co-owner - Ward 1 (Moncrief)
15. Approval of a new Psychic Art & Science License subject to the provisions of the fire codes, Emitra Fehr, dba Serenity Hookah Lounge, 2000 Las Vegas Boulevard, South, Suite E10, Emitra J. Fehr, 100% - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES - CONSENT

16. Approval of award of Ordering Agreement No. 050190, Haworth Furniture Purchase and Installation – Department of Public Works – Award recommended to: HAWORTH, INC. (Not to exceed \$600,000 – General Fund)
17. Approval of revision to purchase order 220875 for Annual Requirements Contract for Small Asphalt Patching – Department of Field Operations – Award to: MIKON CONSTRUCTION CO., INC. (\$240,000 – Public Works Capital Projects Fund) - All Wards
18. Approval of award of Contract Modification No. 1 to Contract No. 050000 for Website Usability Consulting Services – Department of Information Technologies – Award recommended to: DELPHIA CONSULTING, LLC (\$189,550 – Computer Services Internal Service Fund)
19. Approval of award of Bid No. 050129-LED, West Service Center Automated Gates and the construction conflicts and contingency reserve set by Finance and Business Services – Department of Field Operations – Award recommended to: GIBSON CONSTRUCTION OF NEVADA, INC. (\$118,833 – Sanitation Enterprise Fund) - Ward 4 (Brown)
20. Approval of four contractors for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects - Department of Finance and Business Services - Approval of: DLC GENERAL CONTRACTORS, INC., JMB CONSTRUCTION, INC., OAKVIEW CONSTRUCTION, INC. and RON L. REED, INC.
21. Approval of Letter of Engagement for Legislative and Governmental Relations Consulting Services – Office of the City Manager, Administrative Services – Award recommended to: LIONEL SAWYER & COLLINS (\$90,000 – General Fund)
22. Approval of revision to purchase order 222472 for Centennial Hills Park Volleyball Courts – Department of Public Works – Award to: TRADE WEST CONSTRUCTION, INC. (\$109,700 – Public Works Capital Projects Fund) – Ward 6 (Mack)

HUMAN RESOURCES - CONSENT

23. Approval to contract with National Benefit Resources/United Health Care (NBR/UHC) for reinsurance (\$378,522 - Self-insurance internal service fund)
24. Approval to create one regular full time Inspection Manager position in the Building & Safety Department (\$120,000 - Building & Safety Enterprise Fund)

NEIGHBORHOOD SERVICES - CONSENT

25. Approval of an additional \$1,200,000 of Home Investment Partnership/Low Income Housing Trust Funds (HOME/LIHTF) to HELP Las Vegas Housing Corporation II to assist with the construction costs to build affordable housing at Main and Owens for low-income individuals for an aggregate total of \$1,300,000 on this project - Ward 5 (Weekly)
26. Approval to reprogram \$412,000 in Home Investment Partnership (HOME) and/or Low Income Housing Trust Funds (LIHTF) from various sources to the Nevada HAND, Inc. Bonanza Pines III project located on Bonanza Avenue between Lamb and Pecos for an aggregate total of \$1,162,000 - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

27. Approval of First Supplemental Interlocal Contract LAS16E04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding for design of the Rancho Detention Basin Phase II (\$317,636 - Clark County Regional Flood Control District) - Ward 6 (Mack)

PUBLIC WORKS - CONSENT

28. Approval of First Supplemental Interlocal Contract LAS16F04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for design of the Rancho Road System (El Campo Grande Storm Drain) (\$124,200 - Clark County Regional Flood Control District) - Ward 6 (Mack)
29. Approval of Fourth Supplemental Interlocal Contract LAS19A99 between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion to December 30, 2005 for the Owens Avenue System - Rancho Drive to I-15 project - Ward 5 (Weekly)
30. Approval of Eighth Supplemental Interlocal Contract LAS10D95 between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion to December 31, 2005 for the Gowan North Channel - Gowan North Detention Basin to Durango Drive project - Ward 6 (Mack)
31. Approval of an Interlocal Agreement between Clark County, Clark County Regional Flood Control District (CCRFCDD), City of Las Vegas (City) and City of North Las Vegas to manage storm water inspections of construction sites within the Las Vegas Valley - All Wards
32. Approval to file a Temporary Use Permit with the Bureau of Land Management for temporary construction and stockpiling purposes on portions of land lying within Sections 11, 12 and 14, Township 19 South, Range 59 East, Mount Diablo Meridian, generally located along the north side of the Grand Teton Drive alignment between the Hualapai Way and Puli Road alignments and west of the Puli Drive alignment between the Grand Teton Drive and Elkhorn Road alignments, APNs 126-11-000-001, 126-12-000-001 and 126-14-000-001 - County (near Ward 6 - Mack)
33. Approval of a Declaration of Utilization from the Bureau of Land Management for portions of the South Half of Section 31, Township 19 South, Range 60 East, Mount Diablo Meridian, for drainage purposes generally located on the north side of Lone Mountain Road, between the Hualapai Way and Fort Apache Road alignments for the Gowan Drainage Channel - Phase IV project, APNs 125-31-401-006, -801-017 and -803-007 - County (near Ward 4 - Brown)
34. Approval of an Engineering Design Services Agreement with VTN Nevada for design of Rancho Detention Basin Phase II (\$341,416 - Clark County Regional Flood Control District [CCRFCDD]) - Ward 6 (Mack)
35. Approval of an Engineering Design Services Agreement with HDR Engineering, Inc., for engineering design services for the Las Vegas Wash/Sandhill Sewer Repair - Rehabilitation and Nellis Relief Sewer project (\$250,000 - City of Las Vegas [CLV] Sanitation Funds) - Ward 3 (Reese)
36. Approval of Interlocal Agreement 110567 with the Las Vegas Valley Water District (LVVWD) for the construction and funding of well discharge pipelines to be constructed in conjunction with the Alexander/Hualapai Road Improvement project - Ward 4 (Brown)
37. Approval of an Engineering Design Services Agreement with Project Engineering Consultants, Ltd., for professional engineering services related to the City of Las Vegas Unlined Reinforced Concrete Pipe (RCP) Evaluation and Rehabilitation Program, Phase 4 (\$454,619 - City of Las Vegas [CLV] Sanitation Fund) - Wards 1, 2, 3, 5 and 6 (Moncrief, Wolfson, Reese, Weekly and Mack)
38. Approval of an Engineering Design Services Agreement between the City of Las Vegas (City) and Orth-Rodgers & Associates, Inc., for professional engineering services related to the City's upgrading of existing traffic signal interconnect communications infrastructure (\$541,305 - Regional Transportation Commission [RTC]) - All Wards
39. Approval of an Engineering Design Services Agreement with Berryman & Henigar, Inc., for engineering design services for the Las Vegas Wash Trail, Owens Avenue to Charleston Boulevard (\$400,000 - Southern Nevada Public Lands Management Act Funds [SNPLMA]) - Ward 3 (Reese)
40. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Las Vegas Civil Engineering on behalf of Nick Dikova, owner (south of Gowan Road, west of Maverick Street, APN 138-11-702-006) - County (near Ward 6 - Mack)
41. Approval of an Encroachment Request from Integrity Engineering on behalf of PRMD, LLC, owner (Las Vegas Boulevard between Gass Avenue and Hoover Avenue) - Ward 5 (Weekly)

RESOLUTIONS - CONSENT

42. R-4-2005 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III (\$58,767.02 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
43. R-5-2005 - 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. 1501 - Downtown Street Rehabilitation Phase III (\$58,767.02 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

CITY ATTORNEY - DISCUSSION

44. Discussion and possible action on Appeal of Work Card Denial: Melissa L. Lee, 3001 Lake East #2039, Las Vegas, NV 89117
45. Discussion and possible action on Appeal of Work Card Denial: Joan Leslie Davis, LVCCC, 2901 Industrial Road, Las Vegas, NV 89109

FIELD OPERATIONS - DISCUSSION

46. Discussion and possible action on a lease agreement with American Honda Motor Co., Inc., for the lease of two fuel cell vehicles (\$14,400 - Internal Service Fund) - All Wards

FINANCE & BUSINESS SERVICES - DISCUSSION

47. Discussion and possible action on the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2004
48. Discussion and possible action regarding Temporary Approval of Change of Ownership, Business Name and Location for a Tavern License subject to the provisions of the fire codes, From: Thrower & Thrower, dba Thrower's Market, 1602 North H Street (Non-operational), Herman Thrower, Co-owner, Charlene Thrower, Co-owner, To: Hogs & Heifers of Las Vegas, Inc., dba Hogs & Heifers Saloon Las Vegas, 207 North Third Street, Michelle B. Dell, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)
49. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes and Health Dept. regulations, G2E Health Systems, Inc., dba G2E Health Systems, Inc., 1181 South Buffalo Drive, Suite 140, Anthony K. Chadwell, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
50. Discussion and possible action regarding a new Psychic Art & Science License subject to the provisions of the fire codes, Louise Andrea Dube, dba Andrea's Crystal Ball, 618 Carson Avenue, Louise A. Dube, 100% - Ward 5 (Weekly)
51. Discussion and possible action regarding a new Rock Concert Promoter License, William Arvizu, Jr., dba Genxevents, 7251 West Lake Mead Boulevard, Suite 300, William Arvizu, Jr., 100% - Ward 4 (Brown)
52. Discussion and possible action regarding a Six-Month Review of a Massage Establishment License, Nevcorp Consultants, Inc., dba MANYI, 3900 North Rancho Drive, Suite 107, Thomas E. Wilson, Pres, Secy, Treas, 100% - Ward 6 (Mack)

PLANNING & DEVELOPMENT - DISCUSSION

53. Report regarding changes to the Public and City Council notification process on proposed projects - All Wards

PUBLIC WORKS - DISCUSSION

54. Discussion and possible action on a request to install speed humps on Cory Place between Decatur Boulevard and Essex Drive West (\$5,200 - Neighborhood Traffic Management Program) - Ward 1 (Moncrief)

BOARDS & COMMISSIONS - DISCUSSION

55. ABEYANCE ITEM - SENIOR CITIZENS ADVISORY BOARD - Al Gallego - Term Expires 6/2007 (Resigned)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

56. Bill No. 2004-82 - Expands the boundaries of the Live/Work Overlay District to include the East Fremont District, as identified in the Downtown Centennial Plan. Proposed by: Robert S. Genzer, Director of Planning and Development
57. Bill No. 2004-83 - Prohibits motorized vehicles on equestrian trails, multi-use trails, and other trails not intended for motorized vehicles. Sponsored by: Councilman Michael Mack
58. Bill No. 2005-4 - Repeals the Municipal Code provision that requires persons who hold certain City offices to submit a resignation before filing for election to another City office. Proposed by: Bradford R. Jerbic, City Attorney

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

59. Bill No. 2005-1 - Annexation No. ANX-5329 - Property location: On the southeast corner of Jones Boulevard and Madre Mesa Drive; Petitioned by: S. F. Investments, LLC; Acreage: 2.42 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Lawrence Weekly
60. Bill No. 2005-2 - Eliminates the term limits applicable to voting members of the Historic Preservation Commission. Sponsored by: Mayor Oscar B. Goodman
61. Bill No. 2005-3 - Modifies the disclosure requirements for merchants who sell motorized skateboards or motorized scooters, and requires merchants to make certain disclosures in connection with the sale of mini-motorcycles. Sponsored by: Councilman Michael Mack
62. Bill No. 2005-5 - Levies Assessment for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) Sponsored by: Step Requirement

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.

63. Bill No. 2005-6 - Annexation No. ANX-5100 - Property location: On the east side of U. S. 95, south of Lone Mountain Road; Petitioned by: R. Paramahansa Trust, et al.; Acreage: 12.66 acres; Zoned: R-E (County zoning), U (O) and R-E (City equivalents). Sponsored by: Councilman Michael Mack

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.

64. Bill No. 2005-7 - Annexation No. ANX-5514 - Property location: On the northeast corner of Alexander Road and Grand Canyon Drive; Petitioned by: Maple Development, LLC, et al.; Acreage: 4.96 acres; Zoned: R-E (County zoning), U (RNP) and U (R) (City equivalents). Sponsored by: Councilman Larry Brown

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

65. 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

66. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at Vacant lot - North of 1733 N. Decatur Blvd. PROPERTY OWNERS: TELOS ENTERPRISES INC, C/O J. DONELL RECEIVER - Ward 5 (Weekly)
67. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at Vacant lot - West of 1733 N. Decatur Blvd. PROPERTY OWNERS: TELOS ENTERPRISES INC - Ward 5 (Weekly)
68. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition at 705 W. Adams Avenue. PROPERTY OWNER: JANICE ARBULU - Ward 5 (Weekly)
69. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 3705 San Joaquin Avenue. PROPERTY OWNERS: WALTER & SHIRLEY J. MERKEL - Ward 1 (Moncrief)
70. Hearing to consider the appeal regarding the Nuisance/Litter Abatement Notice and Order to Comply located at 6101 Denver Circle. PROPERTY OWNER: CHARLES ERBACHER - Ward 2 (Wolfson)

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.

71. EOT-5753 - APPLICANT/OWNER: LUZ MARIA SANCHEZ - Request for an Extension of Time of an approved Special Use Permit (SUP-3064) which ALLOWED A RESTAURANT SERVICE BAR at 621 North Eastern Avenue (APN 139-26-811-192), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

72. RQR-5752 - PUBLIC HEARING - RQR-5752 - APPLICANT/OWNER: LUZ MARIA SANCHEZ - Request for a Required One-Year Review of an approved Special Use Permit (SUP-3064) which ALLOWED A RESTAURANT SERVICE BAR at 621 North Eastern Avenue (APN 139-26-811-192), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
73. RQR-5754 - PUBLIC HEARING - APPLICANT/OWNER: LUZ MARIA SANCHEZ - Request for a Required One-Year Review of an approved Variance (VAR-3065) which ALLOWED 15 PARKING SPACES WHERE 34 PARKING SPACES ARE REQUIRED FOR AN EXISTING RETAIL BUILDING WITH A RESTAURANT at 621 North Eastern Avenue (APN 139-26-811-192), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
74. ROC-5747 - PUBLIC HEARING - APPLICANT: BLUE HERON PROPERTIES - OWNER: W. M. LAND DEVELOPMENT - Request for a Review of Condition Number 5 of an approved Site Development Plan Review (SDR-4539) TO ALLOW A 25 FOOT REAR YARD SETBACK FOR MODEL A AND A 29 FOOT REAR YARD SETBACK FOR MODEL B FOR LOTS ON THE EAST SIDE OF THE DEVELOPMENT, WHERE 30 FEET WAS THE MINIMUM SETBACK FOR MODEL A AND 34 FEET IS THE MINIMUM SETBACK FOR MODEL B (EXCEPT FOR THE SOUTHERNMOST LOT WHICH IS ALLOWED A 20 FOOT REAR SETBACK) for an approved 23-lot single family development on 4.75 acres adjacent to the southeast corner of Buffalo Drive and Del Rey Avenue (APN 163-03-201-001 and 002), R-E (Residence: Estates) Zone under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units Per Acre) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
75. SCD-5551 - PUBLIC HEARING - APPLICANT: HARMON ENTERPRISES, INC. - OWNER: CBS I, LLC - Request for a Major Deviation from the Summerlin Development Standards TO ALLOW 546 PARKING SPACES WHERE A MINIMUM OF 591 PARKING SPACES IS REQUIRED FOR A PROPOSED PUB (TAVERN) WITHIN AN APPROVED OFFICE COMPLEX on 4.74 acres adjacent to the northeast corner of Charleston Boulevard and Indigo Drive (APN 137-36-811-018), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
76. SUP-5549 - PUBLIC HEARING - APPLICANT: HARMON ENTERPRISES, INC. - OWNER: CBS I, LLC - Request for a Special Use Permit FOR A PROPOSED PUB (TAVERN) on 4.74 acres adjacent to the northeast corner of Charleston Boulevard and Indigo Drive (APN 137-36-811-018), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (5-0 vote) and staff recommend APPROVAL
77. SUP-5550 - PUBLIC HEARING - APPLICANT: HARMON ENTERPRISES, INC. - OWNER: CBS I, LLC - Request for a Special Use Permit FOR A PROPOSED GAMING USE on 4.74 acres adjacent to the northeast corner of Charleston Boulevard and Indigo Drive (APN 137-36-811-018), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

78. MOD-5581 - PUBLIC HEARING - APPLICANT: OMEGA DEVELOPMENT - OWNER: LONE MOUNTAIN COMMERCIAL, LLC AND THE CITY OF LAS VEGAS - Request for a Major Modification to the Lone Mountain Master Development Plan TO CHANGE LAND USE DESIGNATIONS FROM: NEIGHBORHOOD COMMERCIAL AND PARK/SCHOOL/RECREATION/OPEN SPACE TO: MULTI-FAMILY MEDIUM on 8.74 acres adjacent to the east side of Hualapai Way, north and south of Gilmore Avenue (APN 138-07-201-001 and 002; 138-07-103-006), U (Undeveloped) Zone [PCD (Planned Community Development) and PR-OS (Parks/Recreation/Open Space) General Plan Designations] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend APPROVAL

79. SDR-5579 - PUBLIC HEARING - APPLICANT: OMEGA DEVELOPMENT - OWNER: LONE MOUNTAIN COMMERCIAL, LLC AND THE CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 136-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT on 8.74 acres adjacent to the east side of Hualapai Way, north and south of Gilmore Avenue (APN 138-07-201-001 and 002; 138-07-103-006), U (Undeveloped) Zone [PCD (Planned Community Development) and PR-OS (Parks/Recreation/Open Space) General Plan Designations] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend APPROVAL

80. SDR-5518 - PUBLIC HEARING - APPLICANT: CHARTERED DEVELOPMENT - OWNER: WILLOWS LONE MOUNTAIN, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF A 98-UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 4.57 acres at 3540 North Hualapai Way (APN 138-07-301-001), PD (Planned Development) Zone [Multi-Family Medium Lone Mountain Special Land Use Designation], Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

81. VAC-5508 - PUBLIC HEARING - APPLICANT: PULTE HOMES, INC. - OWNER: COKE MAGGIE, LLC - Petition to Vacate a portion of the west half of Buffalo Drive south of Iron Mountain Road, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

82. VAC-5576 - PUBLIC HEARING - APPLICANT: KB HOME NEVADA, INC. - OWNER: CLIFF'S EDGE DEVELOPMENT, LLC - Petition to Vacate U.S. Government Patent Easements generally located south of Grand Teton Drive, east of Egan Crest Drive, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

83. VAR-5531 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BUFFALO WASHINGTON III, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 93 PARKING SPACES WHERE 180 PARKING SPACES ARE REQUIRED IN CONJUNCTION WITH A PROPOSED 16,009 SQUARE FOOT COMMERCIAL RETAIL CENTER on 1.55 acres adjacent to the southeast corner of Buffalo Drive and Washington Avenue (APN 138-27-301-015), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend DENIAL

84. VAR-5547 - PUBLIC HEARING - APPLICANT: PICERNE DEVELOPMENT CORPORATION - OWNER: PICERNE PROVIDENCE, LLC - Request for a Variance TO ALLOW A 30-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 126 FEET on 15.69 acres adjacent to the southwest corner of Dorrell Lane and Hualapai Way (APN 126-24-610-003), PD (Planned Development) Zone [Medium Density Residential Cliff's Edge Special Land Use Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

85. SDR-4730 - PUBLIC HEARING - APPLICANT: PICERNE DEVELOPMENT CORPORATION - OWNER: CLIFF'S EDGE, LLC - Request for a Site Development Plan Review FOR A PROPOSED 392-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT AND A WAIVER OF CLIFF'S EDGE MASTER DEVELOPMENT PLAN AND DESIGN GUIDELINES TO ALLOW 10-FOOT SETBACK ON THE WESTERN PROPERTY LINE FOR THREE-STORY BUILDINGS AND A ZERO-FOOT SETBACK FROM THE EASTERN AND WESTERN PROPERTY LINE FOR ONE AND TWO-STORY BUILDINGS on 15.69 acres adjacent to the southwest corner of Dorrell Lane and Hualapai Way (APN 126-24-601-003), PD (Planned Development) Zone [Medium Density Residential Cliff's Edge Special Land Use Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL. (NOTE: The correct APN should be 126-24-610-003)

PLANNING & DEVELOPMENT - DISCUSSION

86. VAR-5572 - PUBLIC HEARING - APPLICANT/OWNER: PLUMBERS & PIPEFITTERS UNION LOCAL NO. 525 - Request for a Variance TO ALLOW 41 PARKING SPACES WHERE A MINIMUM OF 110 PARKING SPACES IS REQUIRED on 1.95 acres at 760 North Lamb Boulevard (APN 140-30-803-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

87. SDR-5571 - PUBLIC HEARING - APPLICANT/OWNER: PLUMBERS & PIPEFITTERS UNION LOCAL NO. 525 - Request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 19,094 SQUARE-FOOT OFFICE/ASSEMBLY BUILDING AND WAIVERS FOR BUILDING PLACEMENT, PARKING LOT AND PERIMETER LANDSCAPING STANDARDS on 1.95 acres at 760 North Lamb Boulevard (APN 140-30-803-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

88. RQR-5498 - PUBLIC HEARING - APPLICANT/OWNER: JERALD LANDWEHR AND KAY C. LANDWEHR - Required One Year Review of an Approved Special Use Permit (SUP-2960) WHICH ALLOWED FOR ANIMAL KEEPING AND HUSBANDRY (GOATS) at 4809 Ricky Road (APN 138-12-710-090), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

89. RQR-5544 - PUBLIC HEARING - APPLICANT: DESERT DODGE, INC. - OWNER: DOUGLAS B. KAYS - Required One-Year Review of an approved Special Use Permit (SUP-2859) FOR AN AUTO DEALER INVENTORY STORAGE at 1717 South Decatur Boulevard (APN 162-06-301-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

90. RQR-5443 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BELL REAL ESTATE, LLC - Request for a Required Four Year Review of an approved Special Use Permit (U-0103-95), WHICH ALLOWED A 12-FOOT BY 24-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1910 Industrial Road (APN 162-04-704-006), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

91. RQR-5513 - PUBLIC HEARING - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: FLETCHER JONES SR TRUST & JR TRUST, ET AL - Required Four-Year Review of an approved Special Use Permit (U-0101-95) WHICH ALLOWED ONE 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD Interstate-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-401-004), M (Industrial) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

92. VAR-5458 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LPN ARCHITECT - OWNER: BRE/ESA PROPERTIES, LLC - Request for a Variance TO ALLOW 107 PARKING SPACES WHERE 120 SPACES ARE REQUIRED FOR A PROPOSED 120-UNIT RESIDENCE HOTEL on 1.63 acres at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL

93. SUP-5457 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LPN ARCHITECT - OWNER: BRE/ESA PROPERTIES, LLC - Request for a Special Use Permit FOR A 120-UNIT RESIDENCE HOTEL at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL

94. SDR-5456 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LPN ARCHITECT - OWNER: BRE/ESA PROPERTIES, LLC - Request for a Site Development Plan Review and Waivers of landscaping standards FOR A 120-UNIT RESIDENCE HOTEL on 1.63 acres at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

95. SUP-2848 - ABEYANCE ITEM - PUBLIC HEARING - REAGAN NATIONAL ADVERTISING ON BEHALF OF C O G III, LIMITED - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed off-premise advertising (billboard) SIGN on a portion of 3.03 acres located at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL.

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

97. SUP-4532 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SAHARA MOHAWK, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE (BILLBOARD) SIGN at 5320 West Sahara Avenue (APN 163-01-804-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL.

98. SUP-4693 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: THOMAS J. OBATA - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6431 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) recommends DENIAL. Staff recommends APPROVAL.

99. 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.

100. 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.

101. SUP-4930 - APPLICANT: YOUR CREDIT, INC. D/B/A LAS VEGAS FINANCE - OWNER: SAHARA PAVILION NORTH U.S., INC. - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND FOR WAIVERS OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT BETWEEN SIMILAR USES AND THE 200-FOOT DISTANCE SEPARATION REQUIREMENT FROM RESIDENTIAL USES at 2121 South Decatur Boulevard, Suite #29 (APN 162-06-402-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL. (NOTE: STAFF REQUESTS THIS ITEM BE STRICKEN)

102. SUP-5554 - PUBLIC HEARING - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. D/B/A A & A ASPHALT PAVING COMPANY - Request for a Special Use Permit FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL.

103. SDR-5553 - PUBLIC HEARING - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. D/B/A A & A ASPHALT PAVING COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 2,220 SQUARE-FOOT AUTO DETAIL FACILITY AND WAIVERS OF PARKING LOT AND PERIMETER LANDSCAPING STANDARDS AND FOUNDATION LANDSCAPING STANDARDS on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

104. SUP-5564 - PUBLIC HEARING - APPLICANT: PEP BOYS - OWNER: WACHOVIA DEVELOPMENT CORPORATION - Request for a Special Use Permit FOR A PROPOSED CAR WASH (SELF-SERVICE) AND WAIVER TO ALLOW BAY OPENINGS AND VACUUM BAYS TO FACE THE PUBLIC RIGHT-OF-WAY at 4141 Rancho Drive (APN 138-02-814-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

105. SDR-5562 - PUBLIC HEARING - APPLICANT: PEP BOYS - OWNER: WACHOVIA DEVELOPMENT CORPORATION - Request for a Site Development Plan Review FOR A PROPOSED CAR WASH (SELF SERVICE) on 1.86 acres at 4141 Rancho Drive (APN 138-02-814-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

106. SUP-5466 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: FREMONT STREET EXPERIENCE PARKING CORPORATION - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) AND A WAIVER OF THE SEPARATION DISTANCE REQUIREMENT at 425 Fremont Street (APN 139-34-610-045), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

107. SUP-5578 - PUBLIC HEARING - APPLICANT: SAMCON, INC. - OWNER: GGP IVANHOE II, INC. - Request for a Special Use Permit FOR A PROPOSED GENERAL BUSINESS RELATED GAMING ESTABLISHMENT at 4300 Meadows Lane, Suite #243 (APN 139-31-510-019), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

108. SUP-5580 - PUBLIC HEARING - APPLICANT: SAMCON, INC. - OWNER: GGP IVANHOE II, INC. - Request for a Special Use Permit FOR A PROPOSED SUPPER CLUB AND WAIVER OF THE 400 FOOT MINIMUM DISTANCE SEPARATION REQUIREMENT FROM A SCHOOL at 4300 Meadows Lane, Suite #2430 (APN 139-31-510-019), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

109. SUP-5582 - PUBLIC HEARING - APPLICANT/OWNER: IGLECIA DEL DIOS VIVO COLUMNA Y APOYO DE LA VERDAD "LA LUZ DEL MUNDO" - Request for a Special Use Permit FOR AN EXPANSION (PARKING LOT) OF AN EXISTING CHURCH/HOUSE OF WORSHIP at 2413 Cedar Avenue and 2412 East Mesquite Avenue (APN 139-35-513-031 through 034), R-1 (Single-Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

110. SDR-5583 - PUBLIC HEARING - APPLICANT/OWNER: IGLECIA DEL DIOS VIVO COLUMNA Y APOYO DE LA VERDAD "LA LUZ DEL MUNDO" - Request for a Site Development Plan Review FOR A PROPOSED EXPANSION OF AN EXISTING CHURCH/HOUSE OF WORSHIP AND PARKING LOT; AND A WAIVER OF PERIMETER LANDSCAPING STANDARDS at 2413 Cedar Avenue and 2412 East Mesquite Avenue (APN 139-35-513-031 through 034), R-1 (Single-Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

111. ZON-4623 - PUBLIC HEARING - APPLICANT: NEVADA HOMES GROUP - OWNER: HUALAPAI NEVADA, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL

112. VAR-5377 - PUBLIC HEARING - APPLICANT: NEVADA HOMES GROUP - OWNER: HUALAPAI NEVADA, LLC - Request for a Variance TO ALLOW NO OPEN SPACE WHERE 13,633 SQUARE FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 19 LOT SINGLE-FAMILY DEVELOPMENT on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

113. SDR-4626 - PUBLIC HEARING - APPLICANT: NEVADA HOMES GROUP - OWNER: HUALAPAI NEVADA, LLC - Request FOR A SITE DEVELOPMENT PLAN REVIEW FOR A 19-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL

114. ZON-5566 - PUBLIC HEARING - APPLICANT/OWNER: SHANDER INTERNATIONAL, LLC - Request for a Rezoning FROM: R-PD14 (RESIDENTIAL PLANNED DEVELOPMENT - 14 UNITS PER ACRE) TO: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) on 12.58 acres at 5800 West Charleston Boulevard (APN 138-36-401-012 through 020; 138-36-406-001 and 009), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

115. SDR-5568 - PUBLIC HEARING - APPLICANT/OWNER: SHANDER INTERNATIONAL, LLC - Request for a Site Development Plan Review FOR A PROPOSED ADDITION OF A SIX-UNIT MULTI-FAMILY BUILDING TO AN EXISTING APARTMENT COMPLEX on 12.58 acres at 5800 West Charleston Boulevard (APN 138-36-401-012 through 020; 138-36-406-001 and 009), R-PD14 (Residential Planned Development - 14 Units Per Acre) [PROPOSED: R-PD15 (Residential Planned Development - 15 Units Per Acre)], Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

116. GPA-4548 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: M (MEDIUM DENSITY RESIDENTIAL) AND ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: MLA (MEDIUM-LOW ATTACHED DENSITY RESIDENTIAL) on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002; 140-30-520-017 through 033), Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

117. ZON-4554 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE) on 15.89 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002), Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend DENIAL

118. VAR-4677 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request for a Variance TO ALLOW 1.57 ACRES OF OPEN SPACE WHERE 2.75 ACRES IS THE MINIMUM REQUIRED IN CONJUNCTION WITH A PROPOSED 166-UNIT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002; 140-30-520-017 through 033), R-E (Residence Estates) and R-PD9 (Residential Planned Development - 9 Units Per Acre) Zones [PROPOSED: R-PD9 (Residential Planned Development - 9 Units Per Acre)], Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend DENIAL

119. SDR-4555 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 166-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002; 140-30-520-017 through 033), R-E (Residence Estates) and R-PD9 (Residential Planned Development - 9 Units Per Acre) Zones [PROPOSED: R-PD9 (Residential Planned Development - 9 Units Per Acre)], Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend DENIAL

120. GPA-5182 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: INFIELD 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)

PLANNING & DEVELOPMENT - DISCUSSION

121. ZON-5183 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: INFIELD 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.)
122. VAR-5575 - PUBLIC HEARING - APPLICANT/OWNER: INFIELD DEVELOPMENT II, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 79 PARKING SPACES WHERE 86 SPACES IS THE MINIMUM REQUIRED FOR A PROPOSED INDOOR COMMERCIAL RECREATIONAL FACILITY at 3930 Leon Avenue (APN 138-12-110-021), O (Office) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL
123. SDR-5573 - PUBLIC HEARING - APPLICANT/OWNER: INFIELD DEVELOPMENT II, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Site Development Plan Review FOR A PROPOSED 17,062 SQUARE-FOOT INDOOR COMMERCIAL RECREATIONAL FACILITY (BATTING CAGES), WAIVERS OF THE COMMERCIAL DEVELOPMENT STANDARDS FOR BUILDING PLACEMENT AND TO ALLOW A 10-FOOT REAR YARD SETBACK WHERE 20 FEET IS THE MINIMUM REQUIRED at 3930 Leon Avenue (APN 138-12-110-021), O (Office) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL

SET DATE

124. 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: JANUARY 19, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-5-2005 - 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. 1501 - Downtown Street Rehabilitation Phase III (\$58,767.02 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$58,767.02
☒ 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 construction and installation of streetlights. The District boundaries are Fremont Street on the north, 15th Street on the east, Charleston Boulevard on the south and 13th Street on the west.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-5-2005

MOTION:

BROWN - APPROVED Items 3-31 and 33-43 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 25 on the advice of the City Attorney because his parents Ron and Judy own property nearby

Item 32: STRICKEN under separate action (see individual item)

MINUTES:

There was no discussion.

(9:32 - 9:33)

1-872

RESOLUTION NO. R-5-2005

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1501 – DOWNTOWN STREET REHABILITATION PHASE III; 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. 1501 – Downtown Street Rehabilitation Phase III (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 \$1,710,600.00, of which \$1,651,832.98 is available from other sources and \$58,767.02 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
\$1,710,600.00	\$58,767.02	\$1,651,832.98

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, February 16, 2005, 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. 1501 - Downtown Street Rehabilitation Phase III" 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. 1501 - DOWNTOWN STREET REHABILITATION PHASE III.

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2005-1 for City of Las Vegas, Nevada, Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III (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 January 19, 2005, 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. 1501 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:

Area bounded by Fremont Street on the north, 15th Street on the east, Charleston Boulevard on the south and 13th Street on the west.

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 improvements will consist of the construction and installation of asphalt paving, curb and gutter, and streetlights. The streetlights will be installed at the back of the curb and gutter at appropriate intervals. The assessments will be levied on a unit lot basis. Each property owner will be assessed for the cost of streetlights, where not already existing.

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, February 16, 2005, 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, February 11, 2005, 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 ten (10) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. 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 Friday, February 11, 2005, 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 January 19, 2005.

BARBARA JO RONEUMUS, 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.

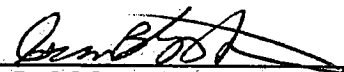
Section 8. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

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.

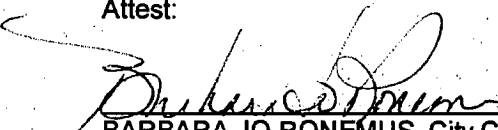
Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on January 19, 2005.



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONECUS, City Clerk

Approved as to form:

7 JANOS W Zlamy
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 January 19, 2005.

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:

Gary Reese
Larry Brown
Lawrence Weekly
Michael Mack
Janet Moncrief
Steve Wolfson

Those Voting Nay:

NONE

Those Absent:

Oscar B. Goodman

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 January 19, 2005, 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 February 16, 2005, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this February 16, 2005.

(SEAL)

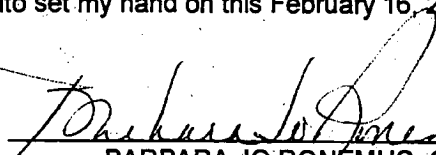

BARBARA JO RONEMUS, City Clerk

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.

JANUARY 19, 2005

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 - DR. GARTH L. RASMUSSEN, CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF MARTIN LUTHER KING JR. DAY AND COMMUNITY PEACE WEEK
- RECOGNITION OF THE PALO VERDE HIGH SCHOOL STATE FOOTBALL CHAMPIONS
- PRESENTATION BY THE LAKES FESTIVAL OF LIGHTS COMMITTEE

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 November 3, 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 Notice of Intent to Augment the Fiscal Year 2005 Annual Budget of the City of Las Vegas General Fund in an amount not to exceed \$8,200,000
5. Approval of an Agreement between the City of Las Vegas and Banc of America Securities, LLC and/or Bank of America, N.A. for investment broker service for purchases and sales of financial instruments
6. Approval of a Master Repurchase Agreement between the City of Las Vegas and Banc of America Securities, LLC
7. Approval of Change of Ownership and Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, From: Mayfair Drug Company, a general partnership, W. L. Holst, III, 100%, To: High Street, LLC, dba Decatur Liquor, 546 South Decatur Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Nicole A. Woywod, Gen Mgr - Ward 1 (Moncrief)
8. Approval of a Special Event License for Dino's Lounge, Location: Funk House-Arts District, 1228 South Casino Center Boulevard, Dates: February 4, 2005 and March 4, 2005, Type: Special Event Beer/Wine/Cooler, Event: First Friday, Responsible Person in Charge: Kristin Bartolo - Ward 1 (Moncrief)
9. Approval of Change of Ownership and Key Employee for a Tavern License and a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, From: Mayfair Drug Company, a general partnership, W. L. Holst, III, 100%, To: High Street, LLC, dba Huntridge Tavern, 1116 East Charleston Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Paul L. Kellogg, IV, Gen Mgr - Ward 3 (Reese)
10. Approval of Change of Ownership and Key Employee for a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, High Street, LLC, dba: Decatur Drug Restaurant, 544 South Decatur Boulevard, Decatur Drug, 544 South Decatur Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Nicole A. Woywod, Gen Mgr - Ward 1 (Moncrief)
11. Approval of a new Restricted Gaming License for 15 slots and Key Employee subject to confirmation of approval by the Nevada Gaming Commission, High Street, LLC, dba Huntridge Drug Store, 1122 East Charleston Boulevard, Paul L. Kellogg, III, Mgr, Mmbr, 50%, Hubertus P. Woywod, Mmbr, 50%, Paul L. Kellogg, IV, Gen Mgr - Ward 3 (Reese)
12. Approval of a new Burglar Alarm Service License, TCCS Limited, dba TCCS Limited, 52 Spectrum Boulevard, Harlan Y. Sumida, Mmbr, Mgr, 51%, Dennis W. Hamm, Mmbr, Mgr, 49% - Ward 3 (Reese)
13. Approval of a new Massage Establishment License subject to the provisions of the planning codes, M. Gore, Inc., dba Goldilocks Salon & Day Spa, 2800 West Sahara Avenue, Suite 8B, Mark A. Gore, Dir, Pres, Treas, 50%, Lori L. Gore, VP, Secy, 50% - Ward 1 (Moncrief)
14. Approval of a new Massage Establishment License subject to the provisions of the fire codes, Steve & Vicki Bayliff, dba The Loft: A Studio for Hair and Body, 8689 West Charleston Boulevard, Suite 111, Donald S. Bayliff, Co-owner, 50%, Victoria A. Bayliff, 50%, Co-owner - Ward 1 (Moncrief)
15. Approval of a new Psychic Art & Science License subject to the provisions of the fire codes, Emitra Fehr, dba Serenity Hookah Lounge, 2000 Las Vegas Boulevard, South, Suite E10, Emitra J. Fehr, 100% - Ward 1 (Moncrief)

FINANCE & BUSINESS SERVICES - CONSENT

16. Approval of award of Ordering Agreement No. 050190, Haworth Furniture Purchase and Installation – Department of Public Works – Award recommended to: HAWORTH, INC. (Not to exceed \$600,000 – General Fund)
17. Approval of revision to purchase order 220875 for Annual Requirements Contract for Small Asphalt Patching – Department of Field Operations – Award to: MIKON CONSTRUCTION CO., INC. (\$240,000 – Public Works Capital Projects Fund) – All Wards
18. Approval of award of Contract Modification No. 1 to Contract No. 050000 for Website Usability Consulting Services – Department of Information Technologies – Award recommended to: DELPHIA CONSULTING, LLC (\$189,550 – Computer Services Internal Service Fund)
19. Approval of award of Bid No. 050129-LED, West Service Center Automated Gates and the construction conflicts and contingency reserve set by Finance and Business Services – Department of Field Operations – Award recommended to: GIBSON CONSTRUCTION OF NEVADA, INC. (\$118,833 – Sanitation Enterprise Fund) – Ward 4 (Brown)
20. Approval of four contractors for inclusion on the Qualified Contractor List for the period through February 3, 2006 pursuant to City of Las Vegas Contractor Qualification Policy and Procedure for On-site Public Works Projects – Department of Finance and Business Services – Approval of: DLC GENERAL CONTRACTORS, INC., JMB CONSTRUCTION, INC., OAKVIEW CONSTRUCTION, INC. and RON L. REED, INC.
21. Approval of Letter of Engagement for Legislative and Governmental Relations Consulting Services – Office of the City Manager, Administrative Services – Award recommended to: LIONEL SAWYER & COLLINS (\$90,000 – General Fund)
22. Approval of revision to purchase order 222472 for Centennial Hills Park Volleyball Courts – Department of Public Works – Award to: TRADE WEST CONSTRUCTION, INC. (\$109,700 – Public Works Capital Projects Fund) – Ward 6 (Mack)

HUMAN RESOURCES - CONSENT

23. Approval to contract with National Benefit Resources/United Health Care (NBR/UHC) for reinsurance (\$378,522 – Self-insurance internal service fund)
24. Approval to create one regular full time Inspection Manager position in the Building & Safety Department (\$120,000 – Building & Safety Enterprise Fund)

NEIGHBORHOOD SERVICES - CONSENT

25. Approval of an additional \$1,200,000 of Home Investment Partnership/Low Income Housing Trust Funds (HOME/LIHTF) to HELP Las Vegas Housing Corporation II to assist with the construction costs to build affordable housing at Main and Owens for low-income individuals for an aggregate total of \$1,300,000 on this project – Ward 5 (Weekly)
26. Approval to reprogram \$412,000 in Home Investment Partnership (HOME) and/or Low Income Housing Trust Funds (LIHTF) from various sources to the Nevada HAND, Inc. Bonanza Pines III project located on Bonanza Avenue between Lamb and Pecos for an aggregate total of \$1,162,000 – Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

27. Approval of First Supplemental Interlocal Contract LAS16E04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding for design of the Rancho Detention Basin Phase II (\$317,636 – Clark County Regional Flood Control District) – Ward 6 (Mack)

PUBLIC WORKS - CONSENT

28. Approval of First Supplemental Interlocal Contract LAS16F04 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for design of the Rancho Road System (El Campo Grande Storm Drain) (\$124,200 - Clark County Regional Flood Control District) - Ward 6 (Mack)
29. Approval of Fourth Supplemental Interlocal Contract LAS19A99 between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion to December 30, 2005 for the Owens Avenue System - Rancho Drive to I-15 project - Ward 5 (Weekly)
30. Approval of Eighth Supplemental Interlocal Contract LAS10D95 between the City of Las Vegas and the Clark County Regional Flood Control District to extend the date of completion to December 31, 2005 for the Gowan North Channel - Gowan North Detention Basin to Durango Drive project - Ward 6 (Mack)
31. Approval of an Interlocal Agreement between Clark County, Clark County Regional Flood Control District (CCRFCDD), City of Las Vegas (City) and City of North Las Vegas to manage storm water inspections of construction sites within the Las Vegas Valley - All Wards
32. Approval to file a Temporary Use Permit with the Bureau of Land Management for temporary construction and stockpiling purposes on portions of land lying within Sections 11, 12 and 14, Township 19 South, Range 59 East, Mount Diablo Meridian, generally located along the north side of the Grand Teton Drive alignment between the Hualapai Way and Puli Road alignments and west of the Puli Drive alignment between the Grand Teton Drive and Elkhorn Road alignments, APNs 126-11-000-001, 126-12-000-001 and 126-14-000-001 - County (near Ward 6 - Mack)
33. Approval of a Declaration of Utilization from the Bureau of Land Management for portions of the South Half of Section 31, Township 19 South, Range 60 East, Mount Diablo Meridian, for drainage purposes generally located on the north side of Lone Mountain Road, between the Hualapai Way and Fort Apache Road alignments for the Gowan Drainage Channel - Phase IV project, APNs 125-31-401-006, -801-017 and -803-007 - County (near Ward 4 - Brown)
34. Approval of an Engineering Design Services Agreement with VTN Nevada for design of Rancho Detention Basin Phase II (\$341,416 - Clark County Regional Flood Control District [CCRFCDD]) - Ward 6 (Mack)
35. Approval of an Engineering Design Services Agreement with HDR Engineering, Inc., for engineering design services for the Las Vegas Wash/Sandhill Sewer Repair - Rehabilitation and Nellis Relief Sewer project (\$250,000 - City of Las Vegas [CLV] Sanitation Funds) - Ward 3 (Reese)
36. Approval of Interlocal Agreement 110567 with the Las Vegas Valley Water District (LVVWD) for the construction and funding of well discharge pipelines to be constructed in conjunction with the Alexander/Hualapai Road Improvement project - Ward 4 (Brown)
37. Approval of an Engineering Design Services Agreement with Project Engineering Consultants, Ltd., for professional engineering services related to the City of Las Vegas Unlined Reinforced Concrete Pipe (RCP) Evaluation and Rehabilitation Program, Phase 4 (\$454,619 - City of Las Vegas [CLV] Sanitation Fund) - Wards 1, 2, 3, 5 and 6 (Moncrief, Wolfson, Reese, Weekly and Mack)
38. Approval of an Engineering Design Services Agreement between the City of Las Vegas (City) and Orth-Rodgers & Associates, Inc., for professional engineering services related to the City's upgrading of existing traffic signal interconnect communications infrastructure (\$541,305 - Regional Transportation Commission [RTC]) - All Wards
39. Approval of an Engineering Design Services Agreement with Berryman & Henigar, Inc., for engineering design services for the Las Vegas Wash Trail, Owens Avenue to Charleston Boulevard (\$400,000 - Southern Nevada Public Lands Management Act Funds [SNPLMA]) - Ward 3 (Reese)
40. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Las Vegas Civil Engineering on behalf of Nick Dikova, owner (south of Gowan Road, west of Maverick Street, APN 138-11-702-006) - County (near Ward 6 - Mack)
41. Approval of an Encroachment Request from Integrity Engineering on behalf of PRMD, LLC, owner (Las Vegas Boulevard between Gass Avenue and Hoover Avenue) - Ward 5 (Weekly)

RESOLUTIONS - CONSENT

42. R-4-2005 - Approval of a Resolution Determining the Cost and Directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III (\$58,767.02 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)
43. R-5-2005 - 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. 1501 - Downtown Street Rehabilitation Phase III (\$58,767.02 - Capital Projects Fund/Special Assessments) - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

CITY ATTORNEY - DISCUSSION

44. Discussion and possible action on Appeal of Work Card Denial: Melissa L. Lee, 3001 Lake East #2039, Las Vegas, NV 89117
45. Discussion and possible action on Appeal of Work Card Denial: Joan Leslie Davis, LVCCC, 2901 Industrial Road, Las Vegas, NV 89109

FIELD OPERATIONS - DISCUSSION

46. Discussion and possible action on a lease agreement with American Honda Motor Co., Inc., for the lease of two fuel cell vehicles (\$14,400 - Internal Service Fund) - All Wards

FINANCE & BUSINESS SERVICES - DISCUSSION

47. Discussion and possible action on the City of Las Vegas Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2004
48. Discussion and possible action regarding Temporary Approval of Change of Ownership, Business Name and Location for a Tavern License subject to the provisions of the fire codes, From: Thrower & Thrower, dba Thrower's Market, 1602 North H Street (Non-operational), Herman Thrower, Co-owner, Charlene Thrower, Co-owner, To: Hogs & Heifers of Las Vegas, Inc., dba Hogs & Heifers Saloon Las Vegas, 207 North Third Street, Michelle B. Dell, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)
49. Discussion and possible action regarding Temporary Approval of a new Massage Establishment License subject to the provisions of the planning and fire codes and Health Dept. regulations, G2E Health Systems, Inc., dba G2E Health Systems, Inc., 1181 South Buffalo Drive, Suite 140, Anthony K. Chadwell, Dir, Pres, Secy, Treas, 100% - Ward 1 (Moncrief)
50. Discussion and possible action regarding a new Psychic Art & Science License subject to the provisions of the fire codes, Louise Andrea Dube, dba Andrea's Crystal Ball, 618 Carson Avenue, Louise A. Dube, 100% - Ward 5 (Weekly)
51. Discussion and possible action regarding a new Rock Concert Promoter License, William Arvizu, Jr., dba Genxevents, 7251 West Lake Mead Boulevard, Suite 300, William Arvizu, Jr., 100% - Ward 4 (Brown)
52. Discussion and possible action regarding a Six-Month Review of a Massage Establishment License, Nevcorp Consultants, Inc., dba MANY1, 3900 North Rancho Drive, Suite 107, Thomas E. Wilson, Pres, Secy, Treas, 100% - Ward 6 (Mack)

PLANNING & DEVELOPMENT - DISCUSSION

53. Report regarding changes to the Public and City Council notification process on proposed projects - All Wards

PUBLIC WORKS - DISCUSSION

54. Discussion and possible action on a request to install speed humps on Cory Place between Decatur Boulevard and Essex Drive West (\$5,200 - Neighborhood Traffic Management Program) - Ward 1 (Monicrief)

BOARDS & COMMISSIONS - DISCUSSION

55. ABEYANCE ITEM - SENIOR CITIZENS ADVISORY BOARD - Al Gallego - Term Expires 6/2007 (Resigned)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

56. Bill No. 2004-82 - Expands the boundaries of the Live/Work Overlay District to include the East Fremont District, as identified in the Downtown Centennial Plan. Proposed by: Robert S. Genzer, Director of Planning and Development
57. Bill No. 2004-83 - Prohibits motorized vehicles on equestrian trails, multi-use trails, and other trails not intended for motorized vehicles. Sponsored by: Councilman Michael Mack
58. Bill No. 2005-4 - Repeals the Municipal Code provision that requires persons who hold certain City offices to submit a resignation before filing for election to another City office. Proposed by: Bradford R. Jerbic, City Attorney

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

59. Bill No. 2005-1 - Annexation No. ANX-5329 - Property location: On the southeast corner of Jones Boulevard and Madre Mesa Drive; Petitioned by: S. F. Investments, LLC; Acreage: 2.42 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Lawrence Weekly
60. Bill No. 2005-2 - Eliminates the term limits applicable to voting members of the Historic Preservation Commission. Sponsored by: Mayor Oscar B. Goodman
61. Bill No. 2005-3 - Modifies the disclosure requirements for merchants who sell motorized skateboards or motorized scooters, and requires merchants to make certain disclosures in connection with the sale of mini-motorcycles. Sponsored by: Councilman Michael Mack
62. Bill No. 2005-5 - Levies Assessment for Special Improvement District No. 1478 - Vegas Drive (Rancho Drive to I-15) Sponsored by: Step Requirement

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.

63. Bill No. 2005-6 - Annexation No. ANX-5100 - Property location: On the east side of U. S. 95, south of Lone Mountain Road; Petitioned by: R. Paramahansa Trust, et al.; Acreage: 12.66 acres; Zoned: R-E (County zoning), U (O) and R-E (City equivalents). Sponsored by: Councilman Michael Mack

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.

64. Bill No. 2005-7 - Annexation No. ANX-5514 - Property location: On the northeast corner of Alexander Road and Grand Canyon Drive; Petitioned by: Maple Development, LLC, et al.; Acreage: 4.96 acres; Zoned: R-E (County zoning), U (RNP) and U (R) (City equivalents). Sponsored by: Councilman Larry Brown

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

65. 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

66. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at Vacant lot - North of 1733 N. Decatur Blvd. PROPERTY OWNERS: TELOS ENTERPRISES INC, C/O J. DONELL RECEIVER - Ward 5 (Weekly)
67. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at Vacant lot - West of 1733 N. Decatur Blvd. PROPERTY OWNERS: TELOS ENTERPRISES INC - Ward 5 (Weekly)
68. Public hearing to consider the report of expenses to recover costs for abatement of dangerous building/demolition at 705 W. Adams Avenue. PROPERTY OWNER: JANICE ARBULU - Ward 5 (Weekly)
69. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 3705 San Joaquin Avenue. PROPERTY OWNERS: WALTER & SHIRLEY J. MERKEL - Ward 1 (Moncrief)
70. Hearing to consider the appeal regarding the Nuisance/Litter Abatement Notice and Order to Comply located at 6101 Denver Circle. PROPERTY OWNER: CHARLES ERBACHER - Ward 2 (Wolfson)

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.

71. EOT-5753 - APPLICANT/OWNER: LUZ MARIA SANCHEZ - Request for an Extension of Time of an approved Special Use Permit (SUP-3064) which ALLOWED A RESTAURANT SERVICE BAR at 621 North Eastern Avenue (APN 139-26-811-192), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

72. RQR-5752 - PUBLIC HEARING - RQR-5752 - APPLICANT/OWNER: LUZ MARIA SANCHEZ - Request for a Required One-Year Review of an approved Special Use Permit (SUP-3064) which ALLOWED A RESTAURANT SERVICE BAR at 621 North Eastern Avenue (APN 139-26-811-192), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
73. RQR-5754 - PUBLIC HEARING - APPLICANT/OWNER: LUZ MARIA SANCHEZ - Request for a Required One-Year Review of an approved Variance (VAR-3065) which ALLOWED 15 PARKING SPACES WHERE 34 PARKING SPACES ARE REQUIRED FOR AN EXISTING RETAIL BUILDING WITH A RESTAURANT at 621 North Eastern Avenue (APN 139-26-811-192), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
74. ROC-5747 - PUBLIC HEARING - APPLICANT: BLUE HERON PROPERTIES - OWNER: W. M. LAND DEVELOPMENT - Request for a Review of Condition Number 5 of an approved Site Development Plan Review (SDR-4539) TO ALLOW A 25 FOOT REAR YARD SETBACK FOR MODEL A AND A 29 FOOT REAR YARD SETBACK FOR MODEL B FOR LOTS ON THE EAST SIDE OF THE DEVELOPMENT, WHERE 30 FEET WAS THE MINIMUM SETBACK FOR MODEL A AND 34 FEET IS THE MINIMUM SETBACK FOR MODEL B (EXCEPT FOR THE SOUTHERNMOST LOT WHICH IS ALLOWED A 20 FOOT REAR SETBACK) for an approved 23-lot single family development on 4.75 acres adjacent to the southeast corner of Buffalo Drive and Del Rey Avenue (APN 163-03-201-001 and 002), R-E (Residence Estates) Zone under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units Per Acre) Zone, Ward 1 (Moncrief). Staff recommends APPROVAL
75. SCD-5551 - PUBLIC HEARING - APPLICANT: HARMON ENTERPRISES, INC. - OWNER: CBS I, LLC - Request for a Major Deviation from the Summerlin Development Standards TO ALLOW 546 PARKING SPACES WHERE A MINIMUM OF 591 PARKING SPACES IS REQUIRED FOR A PROPOSED PUB (TAVERN) WITHIN AN APPROVED OFFICE COMPLEX on 4.74 acres adjacent to the northeast corner of Charleston Boulevard and Indigo Drive (APN 137-36-811-018), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL
76. SUP-5549 - PUBLIC HEARING - APPLICANT: HARMON ENTERPRISES, INC. - OWNER: CBS I, LLC - Request for a Special Use Permit FOR A PROPOSED PUB (TAVERN) on 4.74 acres adjacent to the northeast corner of Charleston Boulevard and Indigo Drive (APN 137-36-811-018), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (5-0 vote) and staff recommend APPROVAL
77. SUP-5550 - PUBLIC HEARING - APPLICANT: HARMON ENTERPRISES, INC. - OWNER: CBS I, LLC - Request for a Special Use Permit FOR A PROPOSED GAMING USE on 4.74 acres adjacent to the northeast corner of Charleston Boulevard and Indigo Drive (APN 137-36-811-018), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (5-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

78. MOD-5581 - PUBLIC HEARING - APPLICANT: OMEGA DEVELOPMENT - OWNER: LONE MOUNTAIN COMMERCIAL, LLC AND THE CITY OF LAS VEGAS - Request for a Major Modification to the Lone Mountain Master Development Plan TO CHANGE LAND USE DESIGNATIONS FROM: NEIGHBORHOOD COMMERCIAL AND PARK/SCHOOL/RECREATION/OPEN SPACE TO: MULTI-FAMILY MEDIUM on 8.74 acres adjacent to the east side of Hualapai Way, north and south of Gilmore Avenue (APN 138-07-201-001 and 002; 138-07-103-006), U (Undeveloped) Zone [PCD (Planned Community Development) and PR-OS (Parks/Recreation/Open Space) General Plan Designations] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend APPROVAL

79. SDR-5579 - PUBLIC HEARING - APPLICANT: OMEGA DEVELOPMENT - OWNER: LONE MOUNTAIN COMMERCIAL, LLC AND THE CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED 136-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT on 8.74 acres adjacent to the east side of Hualapai Way, north and south of Gilmore Avenue (APN 138-07-201-001 and 002; 138-07-103-006), U (Undeveloped) Zone [PCD (Planned Community Development) and PR-OS (Parks/Recreation/Open Space) General Plan Designations] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). The Planning Commission (4-1 vote) and staff recommend APPROVAL

80. SDR-5518 - PUBLIC HEARING - APPLICANT: CHARTERED DEVELOPMENT - OWNER: WILLOWS LONE MOUNTAIN, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF A 98-UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 4.57 acres at 3540 North Hualapai Way (APN 138-07-301-001), PD (Planned Development) Zone [Multi-Family Medium Lone Mountain Special Land Use Designation], Ward 4 (Brown). The Planning Commission (5-0 vote) and staff recommend APPROVAL

81. VAC-5508 - PUBLIC HEARING - APPLICANT: PULTE HOMES, INC. - OWNER: COKE MAGGIE, LLC - Petition to Vacate a portion of the west half of Buffalo Drive south of Iron Mountain Road, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

82. VAC-5576 - PUBLIC HEARING - APPLICANT: KB HOME NEVADA, INC. - OWNER: CLIFF'S EDGE DEVELOPMENT, LLC - Petition to Vacate U.S. Government Patent Easements generally located south of Grand Teton Drive, east of Egan Crest Drive, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

83. VAR-5531 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: BUFFALO WASHINGTON III, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 93 PARKING SPACES WHERE 180 PARKING SPACES ARE REQUIRED IN CONJUNCTION WITH A PROPOSED 16,009 SQUARE FOOT COMMERCIAL RETAIL CENTER on 1.55 acres adjacent to the southeast corner of Buffalo Drive and Washington Avenue (APN 138-27-301-015), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend DENIAL

84. VAR-5547 - PUBLIC HEARING - APPLICANT: PICERNE DEVELOPMENT CORPORATION - OWNER: PICERNE PROVIDENCE, LLC - Request for a Variance TO ALLOW A 30-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM OF 126 FEET on 15.69 acres adjacent to the southwest corner of Dorrell Lane and Hualapai Way (APN 126-24-610-003), PD (Planned Development) Zone [Medium Density Residential Cliff's Edge Special Land Use Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

85. SDR-4730 - PUBLIC HEARING - APPLICANT: PICERNE DEVELOPMENT CORPORATION - OWNER: CLIFF'S EDGE, LLC - Request for a Site Development Plan Review FOR A PROPOSED 392-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT AND A WAIVER OF CLIFF'S EDGE MASTER DEVELOPMENT PLAN AND DESIGN GUIDELINES TO ALLOW 10-FOOT SETBACK ON THE WESTERN PROPERTY LINE FOR THREE-STORY BUILDINGS AND A ZERO-FOOT SETBACK FROM THE EASTERN AND WESTERN PROPERTY LINE FOR ONE AND TWO-STORY BUILDINGS on 15.69 acres adjacent to the southwest corner of Dorrell Lane and Hualapai Way (APN 126-24-601-003), PD (Planned Development) Zone [Medium Density Residential Cliff's Edge Special Land Use Designation], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL. (NOTE: The correct APN should be 126-24-610-003)

PLANNING & DEVELOPMENT - DISCUSSION

86. VAR-5572 - PUBLIC HEARING - APPLICANT/OWNER: PLUMBERS & PIPEFITTERS UNION LOCAL NO. 525 - Request for a Variance TO ALLOW 41 PARKING SPACES WHERE A MINIMUM OF 110 PARKING SPACES IS REQUIRED on 1.95 acres at 760 North Lamb Boulevard (APN 140-30-803-002), C-I (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

87. SDR-5571 - PUBLIC HEARING - APPLICANT/OWNER: PLUMBERS & PIPEFITTERS UNION LOCAL NO. 525 - Request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 19,094 SQUARE-FOOT OFFICE/ASSEMBLY BUILDING AND WAIVERS FOR BUILDING PLACEMENT, PARKING LOT AND PERIMETER LANDSCAPING STANDARDS on 1.95 acres at 760 North Lamb Boulevard (APN 140-30-803-002), C-I (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

88. RQR-5498 - PUBLIC HEARING - APPLICANT/OWNER: JERALD LANDWEHR AND KAY C. LANDWEHR - Required One Year Review of an Approved Special Use Permit (SUP-2960) WHICH ALLOWED FOR ANIMAL KEEPING AND HUSBANDRY (GOATS) at 4809 Ricky Road (APN 138-12-710-090), R-E (Residence Estates) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

89. RQR-5544 - PUBLIC HEARING - APPLICANT: DESERT DODGE, INC. - OWNER: DOUGLAS B. KAYS - Required One-Year Review of an approved Special Use Permit (SUP-2859) FOR AN AUTO DEALER INVENTORY STORAGE at 1717 South Decatur Boulevard (APN 162-06-301-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

90. RQR-5443 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: BELL REAL ESTATE, LLC - Request for a Required Four Year Review of an approved Special Use Permit (U-0103-95), WHICH ALLOWED A 12-FOOT BY 24-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1910 Industrial Road (APN 162-04-704-006), M (Industrial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

91. RQR-5513 - PUBLIC HEARING - APPLICANT: LAMAR OUTDOOR ADVERTISING - OWNER: FLETCHER JONES SR TRUST & JR TRUST, ET AL - Required Four-Year Review of an approved Special Use Permit (U-0101-95) WHICH ALLOWED ONE 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD Interstate-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-401-004), M (Industrial) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

92. VAR-5458 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LPN ARCHITECT - OWNER: BRE/ESA PROPERTIES, LLC - Request for a Variance TO ALLOW 107 PARKING SPACES WHERE 120 SPACES ARE REQUIRED FOR A PROPOSED 120-UNIT RESIDENCE HOTEL on 1.63 acres at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL

93. SUP-5457 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LPN ARCHITECT - OWNER: BRE/ESA PROPERTIES, LLC - Request for a Special Use Permit FOR A 120-UNIT RESIDENCE HOTEL at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL

94. SDR-5456 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LPN ARCHITECT - OWNER: BRE/ESA PROPERTIES, LLC - Request for a Site Development Plan Review and Waivers of landscaping standards FOR A 120-UNIT RESIDENCE HOTEL on 1.63 acres at 2000 Paradise Road (APN 162-03-411-012), R-5 (Apartment) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (4-1-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

95. SUP-2848 - ABEYANCE ITEM - PUBLIC HEARING - REAGAN NATIONAL ADVERTISING ON BEHALF OF C O G III, LIMITED - Appeal filed by Singer & Brown from the Denial by the Planning Commission on a request for a Special Use Permit for a proposed off-premise advertising (billboard) SIGN on a portion of 3.03 acres located at 1110 South Rainbow Boulevard (APN 163-02-101-002), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0 vote) and staff recommend DENIAL

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

97. SUP-4532 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: LAS VEGAS BILLBOARDS - OWNER: SAHARA MOHAWK, LIMITED LIABILITY COMPANY - Appeal filed by the applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE (BILLBOARD) SIGN at 5320 West Sahara Avenue (APN 163-01-804-005), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend DENIAL

98. SUP-4693 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: ORION OUTDOOR MEDIA - OWNER: THOMAS J. OBATA - Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6431 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (5-0 vote) recommends DENIAL. Staff recommends APPROVAL

99. 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

100. 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

101. SUP-4930 - APPLICANT: YOUR CREDIT, INC. D/B/A LAS VEGAS FINANCE - OWNER: SAHARA PAVILION NORTH U.S., INC. - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND FOR WAIVERS OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT BETWEEN SIMILAR USES AND THE 200-FOOT DISTANCE SEPARATION REQUIREMENT FROM RESIDENTIAL USES at 2121 South Decatur Boulevard, Suite #29 (APN 162-06-402-001), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL. (NOTE: STAFF REQUESTS THIS ITEM BE STRICKEN)

102. SUP-5554 - PUBLIC HEARING - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. D/B/A A & A ASPHALT PAVING COMPANY - Request for a Special Use Permit FOR A PROPOSED AUTO DETAIL FACILITY at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

103. SDR-5553 - PUBLIC HEARING - APPLICANT: SCOTT ASHJIAN - OWNER: W.I.T. BRO, INC. D/B/A A & A ASPHALT PAVING COMPANY - Request for a Site Development Plan Review FOR A PROPOSED 2,220 SQUARE-FOOT AUTO DETAIL FACILITY AND WAIVERS OF PARKING LOT AND PERIMETER LANDSCAPING STANDARDS AND FOUNDATION LANDSCAPING STANDARDS on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

104. SUP-5564 - PUBLIC HEARING - APPLICANT: PEP BOYS - OWNER: WACHOVIA DEVELOPMENT CORPORATION - Request for a Special Use Permit FOR A PROPOSED CAR WASH (SELF-SERVICE) AND WAIVER TO ALLOW BAY OPENINGS AND VACUUM BAYS TO FACE THE PUBLIC RIGHT-OF-WAY at 4141 Rancho Drive (APN 138-02-814-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

105. SDR-5562 - PUBLIC HEARING - APPLICANT: PEP BOYS - OWNER: WACHOVIA DEVELOPMENT CORPORATION - Request for a Site Development Plan Review FOR A PROPOSED CAR WASH (SELF SERVICE) on 1.86 acres at 4141 Rancho Drive (APN 138-02-814-003), C-1 (Limited Commercial) Zone, Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend APPROVAL

106. SUP-5466 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: FREMONT STREET EXPERIENCE PARKING CORPORATION - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (TAVERN) AND A WAIVER OF THE SEPARATION DISTANCE REQUIREMENT at 425 Fremont Street (APN 139-34-610-045), C-2 (General Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

107. SUP-5578 - PUBLIC HEARING - APPLICANT: SAMCON, INC. - OWNER: GGP IVANHOE II, INC. - Request for a Special Use Permit FOR A PROPOSED GENERAL BUSINESS RELATED GAMING ESTABLISHMENT at 4300 Meadows Lane, Suite #243 (APN 139-31-510-019), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

108. SUP-5580 - PUBLIC HEARING - APPLICANT: SAMCON, INC. - OWNER: GGP IVANHOE II, INC. - Request for a Special Use Permit FOR A PROPOSED SUPPER CLUB AND WAIVER OF THE 400 FOOT MINIMUM DISTANCE SEPARATION REQUIREMENT FROM A SCHOOL at 4300 Meadows Lane, Suite #2430 (APN 139-31-510-019), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (4-0-1 vote) and staff recommend APPROVAL

109. SUP-5582 - PUBLIC HEARING - APPLICANT/OWNER: IGLECIA DEL DIOS VIVO COLUMNA Y APOYO DE LA VERDAD "LA LUZ DEL MUNDO" - Request for a Special Use Permit FOR AN EXPANSION (PARKING LOT) OF AN EXISTING CHURCH/HOUSE OF WORSHIP at 2413 Cedar Avenue and 2412 East Mesquite Avenue (APN 139-35-513-031 through 034), R-1 (Single-Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

110. SDR-5583 - PUBLIC HEARING - APPLICANT/OWNER: IGLECIA DEL DIOS VIVO COLUMNA Y APOYO DE LA VERDAD "LA LUZ DEL MUNDO" - Request for a Site Development Plan Review FOR A PROPOSED EXPANSION OF AN EXISTING CHURCH/HOUSE OF WORSHIP AND PARKING LOT; AND A WAIVER OF PERIMETER LANDSCAPING STANDARDS at 2413 Cedar Avenue and 2412 East Mesquite Avenue (APN 139-35-513-031 through 034), R-1 (Single-Family Residential) Zone, Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

111. ZON-4623 - PUBLIC HEARING - APPLICANT: NEVADA HOMES GROUP - OWNER: HUALAPAI NEVADA, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL

112. VAR-5377 - PUBLIC HEARING - APPLICANT: NEVADA HOMES GROUP - OWNER: HUALAPAI NEVADA, LLC - Request for a Variance TO ALLOW NO OPEN SPACE WHERE 13,633 SQUARE FEET IS THE MINIMUM REQUIRED FOR A PROPOSED 19 LOT SINGLE-FAMILY DEVELOPMENT on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

113. SDR-4626 - PUBLIC HEARING - APPLICANT: NEVADA HOMES GROUP - OWNER: HUALAPAI NEVADA, LLC - Request FOR A SITE DEVELOPMENT PLAN REVIEW FOR A 19-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 5.35 acres adjacent to the southeast corner of Hualapai Way and Dorrell Lane (APN 125-19-201-001 and 003), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre)], Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (3-2 vote) recommends APPROVAL

114. ZON-5566 - PUBLIC HEARING - APPLICANT/OWNER: SHANDER INTERNATIONAL, LLC - Request for a Rezoning FROM: R-PD14 (RESIDENTIAL PLANNED DEVELOPMENT - 14 UNITS PER ACRE) TO: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT - 15 UNITS PER ACRE) on 12.58 acres at 5800 West Charleston Boulevard (APN 138-36-401-012 through 020; 138-36-406-001 and 009), Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

115. SDR-5568 - PUBLIC HEARING - APPLICANT/OWNER: SHANDER INTERNATIONAL, LLC - Request for a Site Development Plan Review FOR A PROPOSED ADDITION OF A SIX-UNIT MULTI-FAMILY BUILDING TO AN EXISTING APARTMENT COMPLEX on 12.58 acres at 5800 West Charleston Boulevard (APN 138-36-401-012 through 020; 138-36-406-001 and 009), R-PD14 (Residential Planned Development - 14 Units Per Acre) [PROPOSED: R-PD15 (Residential Planned Development - 15 Units Per Acre)], Ward 1 (Moncrief). The Planning Commission (5-0 vote) and staff recommend APPROVAL

116. GPA-4548 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: M (MEDIUM DENSITY RESIDENTIAL) AND ML (MEDIUM-LOW DENSITY RESIDENTIAL) TO: MLA (MEDIUM-LOW ATTACHED DENSITY RESIDENTIAL) on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002; 140-30-520-017 through 033), Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend APPROVAL

117. ZON-4554 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE) on 15.89 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002), Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend DENIAL

118. VAR-4677 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request for a Variance TO ALLOW 1.57 ACRES OF OPEN SPACE WHERE 2.75 ACRES IS THE MINIMUM REQUIRED IN CONJUNCTION WITH A PROPOSED 166-UNIT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002; 140-30-520-017 through 033), R-E (Residence Estates) and R-PD9 (Residential Planned Development - 9 Units Per Acre) Zones [PROPOSED: R-PD9 (Residential Planned Development - 9 Units Per Acre)], Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend DENIAL

119. SDR-4555 - PUBLIC HEARING - APPLICANT: RICHARD EHRLICH - OWNER: RICHARD EHRLICH, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 166-LOT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APN 140-30-503-001 and 002; 140-30-520-017 through 033), R-E (Residence Estates) and R-PD9 (Residential Planned Development - 9 Units Per Acre) Zones [PROPOSED: R-PD9 (Residential Planned Development - 9 Units Per Acre)], Ward 3 (Reese). The Planning Commission (5-0 vote) and staff recommend DENIAL

120. GPA-5182 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: INFIELD 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)

PLANNING & DEVELOPMENT - DISCUSSION

121. ZON-5183 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: INFIELD 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.)
122. VAR-5575 - PUBLIC HEARING - APPLICANT/OWNER: INFIELD DEVELOPMENT II, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Variance TO ALLOW 79 PARKING SPACES WHERE 86 SPACES IS THE MINIMUM REQUIRED FOR A PROPOSED INDOOR COMMERCIAL RECREATIONAL FACILITY at 3930 Leon Avenue (APN 138-12-110-021), O (Office) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL
123. SDR-5573 - PUBLIC HEARING - APPLICANT/OWNER: INFIELD DEVELOPMENT II, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Site Development Plan Review FOR A PROPOSED 17,062 SQUARE-FOOT INDOOR COMMERCIAL RECREATIONAL FACILITY (BATTING CAGES), WAIVERS OF THE COMMERCIAL DEVELOPMENT STANDARDS FOR BUILDING PLACEMENT AND TO ALLOW A 10-FOOT REAR YARD SETBACK WHERE 20 FEET IS THE MINIMUM REQUIRED at 3930 Leon Avenue (APN 138-12-110-021), O (Office) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). The Planning Commission (5-0 vote) and staff recommend DENIAL

SET DATE

124. 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)

Exhibit "C"

(Attach minutes of public hearing on February 16, 2005)

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.

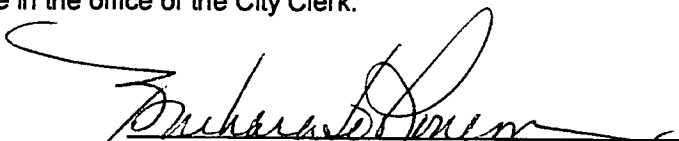
2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1501 - DOWNTOWN STREET REHABILITATION PHASE III)" 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 January 27, 2005, being at least twenty (20) days prior to the hearing, on February 16, 2005, 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.

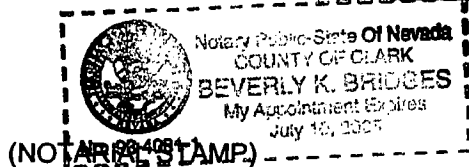
Further Affiant sayeth naught.


BARBARA JO RONEMUS, City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this March 28, 2005.

My commission expires

7-10-2005



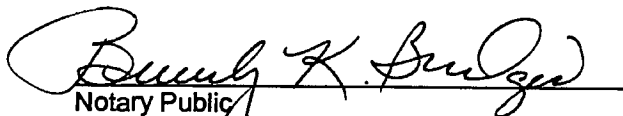

Notary Public

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1501
 DOWNTOWN ST REHAB PH 3 - FINAL

FINAL ASSESSMENT ROLL NO. 2005-1

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-34-811-060	DOC: 53:0271046 DATE: / / PT SEC 34 20 61 PARCEL MAP FILE 67 PAGE 25 LOT 2	NEVADA POWER COMPANY %LAND SERV STA #9 P O BOX 98910 LAS VEGAS NV 89193-8910	305000.00	2690.00	1467.56
139-34-811-063	DOC: 19930412:00649 DATE: 04/12/93 PT SEC 34 20 61 PARCEL MAP FILE 67 PAGE 25 LOT 3	CHANS, HECTOR & NEREYDA 5975 PONDEROSA WY LAS VEGAS NV 89118-2705	178090.00	1800.00	978.37
139-35-310-041	DOC: 20010426:01734 DATE: 04/26/01 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 7 BLOCK 11	JAKUBOWSKI MITCHELL J TRUST JAKUBOWSKI MITCHELL J TRS 12155 SPENCER MILFORD MI 48380-2739	138190.00	900.00	489.18
139-35-310-042	DOC: 20021112:02557 DATE: 11/12/02 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 16 BLOCK 11	F R M REAL ESTATE INC 3665 E VIKING RD LAS VEGAS NV 89121-7227	97710.00	900.00	489.18
139-35-310-043	DOC: 20040203:02601 DATE: 02/03/04 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 15 BLOCK 11	GRANADOS, ROSA M 9951 ANTELOPE BEND CT LAS VEGAS NV 89148	88830.00	900.00	489.18

City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1501
 DOWNTOWN ST REHAB PH 3 - FINAL

FINAL ASSESSMENT ROLL NO. 2005-1

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-35-310-044	DOC: 20040609:02610 DATE: 06/09/04 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 13 BLOCK 11	CLOUDBURST INVESTMENTS L L C LICOS NEIL G 8825 MONTAGNA DR LAS VEGAS NV 89134-6148	166080.00	1800.00	978.37
139-35-310-045	DOC: 19961011:01444 DATE: 10/11/96 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 10 BLOCK 11	AGUAYO, JESSE C 1575 W WARM SPRINGS RD #1411 HENDERSON NV 89014-3596	235420.00	2690.00	1467.56
139-35-310-046	DOC: 20030807:02205 DATE: 08/07/03 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 9 BLOCK 11	CARRANZA, ALFREDO & VICTORIA S CARRANZA VICTOR 1316 CARSON AVE LAS VEGAS NV 89101-5381	215940.00	900.00	489.18
139-35-310-047	DOC: 20030912:02927 DATE: 09/12/03 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 16 BLOCK 10	SCHAA DT, RUSSELL N 775 CASCADE DR SUNNYVALE CA 94087-3157	147470.00	900.00	489.18
139-35-310-048	DOC: 20031015:03874 DATE: 10/15/03 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 15 BLOCK 10	GANTI, SRINIVASAN & SARA AH 100 S 14TH ST LAS VEGAS NV 89101-5314	95640.00	900.00	489.18

Date: 01/19/05

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City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1501
 DOWNTOWN ST REHAB PH 3 - FINAL

FINAL ASSESSMENT ROLL NO. 2005-1

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-35-310-064	DOC: 19940504:00790 DATE: 05/04/94 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 PT LOT 9 BLOCK 19	CHAMPANERI, PRAMODCHANDRA & S 1401 E CARSON AVE LAS VEGAS NV 89101-5331	150480.00	1800.00	978.37
139-35-313-001	DOC: 20041022:05189 DATE: 10/22/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 1 BLOCK F	KENRIC, L L C 3525 E HARMON AVE LAS VEGAS NV 89121-5032	62530.00	900.00	489.18
139-35-313-007	DOC: 20041015:03944 DATE: 10/15/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 7 BLOCK F	MACH, CRAIG T 2730 DENTON AVE ROSEMEAD CA 91770-3126	60950.00	900.00	489.18
139-35-313-008	DOC: 20040513:04616 DATE: 05/13/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 PT LOT 8 BLOCK F	ALALUF, LUZ P O BOX 20362 LAS VEGAS NV 89112-2362	60910.00	900.00	489.18
139-35-313-009	DOC: 20021029:01061 DATE: 10/29/02 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 PT LOT 9 BLOCK F	ALALUF, LUZ P O BOX 20362 LAS VEGAS NV 89112-2362	60660.00	900.00	489.18

Date: 01/19/05

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City of Las Vegas
**** ASSESSMENT ROLL ****
 Special Improvement District No. 1501
 DOWNTOWN ST REHAB PH 3 - FINAL

FINAL ASSESSMENT ROLL NO. 2005-1

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-35-313-010	DOC: 19990211:00664 DATE: 02/11/99 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 10 BLOCK F	PELLEGRINO, MICHAEL 1409 & 1411 MANZANITA WY LAS VEGAS NV 89101-5324	62270.00	900.00	489.18
139-35-313-011	DOC: 20010413:01645 DATE: 04/13/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 11 BLOCK F	RAMIREZ, JESUS & OLIVIA 1405 MANZANITA WY LAS VEGAS NV 89101-5324	62090.00	900.00	489.18
139-35-313-012	DOC: 20000526:01576 DATE: 05/26/00 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 12 BLOCK F	IZAGUIRRE, JUAN R & MARIA D 1401 MANZANITA WY LAS VEGAS NV 89101-5324	69080.00	900.00	489.18
139-35-313-013	DOC: 20020730:02716 DATE: 07/30/02 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 1 BLOCK E	PAREDES, JEREMY L 1400 MANZANITA WY LAS VEGAS NV 89101-5325	66460.00	900.00	489.18
139-35-313-014	DOC: 20041117:04969 DATE: 11/17/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 2 BLOCK E	AISPURO, JOSE OSCAR 1404 MANZANITA WY LAS VEGAS NV 89101-5325	61300.00	900.00	489.18

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139-35-313-015	DOC: 19961007:01571 DATE: 10/07/96 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 3 BLOCK E	KENT 1996 TRUST KENT MARGARET M TRS 1418 S 625 W CEDAR CITY UT 84720-4356	62890.00	900.00	489.18
139-35-401-001	DOC: 20031107:03547 DATE: 11/07/03 PT SW4 SW4 SEC 35 20 61	GALARDI, CHILDRENS IRR TR AGMT MCRIMMON SIDNEY ARCHIE JR TRS 1817 S EASTERN AVE LAS VEGAS NV 89104-3933	179360.00	2690.00	1467.56
139-35-401-002	DOC: 19950309:00003 DATE: 03/09/95 PT SW4 SW4 SEC 35 20 61	MER-CAR, CORP %A W GREEN MGT CO 1410 S CLINTON ST CHICAGO IL 60607-5102	229090.00	1800.00	978.37
139-35-401-004	DOC: 19980331:00028 DATE: 03/31/98 PT SW4 SW4 SEC 35 20 61	JUSSEAUME, ROGER 6363 S KYRENE RD TEMPE AZ 85283-1736	757200.00	900.00	489.18
139-35-410-005	DOC: 19960911:01285 DATE: 09/11/96 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 1 BLOCK 12	CHURCH ROMAN CATHOLIC LAS VEGAS %FIN DEPT P O BOX 18316 LAS VEGAS NV 89114-8316	756420.00	1800.00	978.37
139-35-410-006	DOC: 20010918:00434 DATE: 09/18/01 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 1 BLOCK 13	WARE, DONALD A & CHARLOTTE L 3080 BROWNBIRDS NEST DR HENDERSON NV 89052-8533	74390.00	900.00	489.18

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139-35-410-011	DOC: 53:0271046 DATE: / / PT SEC 35 20 61 PARCEL MAP FILE 67 PAGE 25 LOT 1	NEVADA POWER COMPANY %LAND SERV STA #9 P O BOX 98910 LAS VEGAS NV 89193-8910	213000.00	2690.00	1467.56
139-35-410-013	DOC: 20010321:02012 DATE: 03/21/01 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 PT LOT 16 BLOCK 13	MCLANE, JOYCE A 428 S 14TH ST LAS VEGAS NV 89101-5201	64040.00	900.00	489.18
139-35-410-014	DOC: 20040730:04152 DATE: 07/30/04 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 15 BLOCK 13	LAHAIE, CHRIS 7233 LINDEN AVE LAS VEGAS NV 89110-4211	60160.00	900.00	489.18
139-35-410-015	DOC: 20040813:00996 DATE: 08/13/04 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 14 BLOCK 13	MIRABELLI, DENNIS B & JOANNE M 420 S 14TH ST LAS VEGAS NV 89101-5201	67170.00	900.00	489.18
139-35-410-016	DOC: 19920224:00679 DATE: 02/24/92 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 13 BLOCK 13	SHARPE, GERALDINE 416 S 14TH ST LAS VEGAS NV 89101-5201	68180.00	900.00	489.18

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139-35-410-017	DOC: 20010815:02296 DATE: 08/15/01 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 12 BLOCK 13	OROZCO, JUAN G 410 S 14TH ST LAS VEGAS NV 89101-5201	71940.00	900.00	489.18
139-35-410-018	DOC: 20020412:02476 DATE: 04/12/02 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 11 BLOCK 13	SINGH, KARAMJIT ETAL 408 S 14TH ST LAS VEGAS NV 89101-5201	103390.00	900.00	489.18
139-35-410-019	DOC: 19971231:02409 DATE: 12/31/97 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 10 BLOCK 13	HUNTER, GRACE MARIE 404 S 14TH ST LAS VEGAS NV 89101-5201	75490.00	900.00	489.18
139-35-410-020	DOC: 20000801:01787 DATE: 08/01/00 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 9 BLOCK 13	WARE, DONALD & CHARLOTTE 3080 BROWNBIRDS NEST DR HENDERSON NV 89052-8533	92940.00	900.00	489.18
139-35-410-021	DOC: 19980911:01285 DATE: 09/11/96 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 9 BLOCK 12	CHURCH ROMAN CATHOLIC LAS VEGAS %FIN DEPT P O BOX 18316 LAS VEGAS NV 89114-8316	339770.00	7180.00	3913.81

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139-35-410-022	DOC: 20031107:03547 DATE: 11/07/03 PT SEC 35 20 61 LADD ADD PLAT BOOK 1 PAGE 2 LOT 1 BLOCK 15	GALARDI, CHILDRENS IRR TR AGMT MCRIMMON SIDNEY ARCHIE JR TRS 1817 S EASTERN AVE LAS VEGAS NV 89104-3933	80150.00	900.00	489.18
139-35-411-001	DOC: 2023:1982961 DATE: 11/19/84 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 4 BLOCK E	NAVARRO, ESTELINA 6065 COLLEGE PARK LN LAS VEGAS NV 89110-2799	62050.00	900.00	489.18
139-35-411-002	DOC: 20041223:02549 DATE: 12/23/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 5 BLOCK E	LOPEZ, ABEL & CLAUDIA 1416 MANZANITA WY LAS VEGAS NV 89101-5325	62600.00	900.00	489.18
139-35-411-003	DOC: 20031014:02984 DATE: 10/14/03 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 6 BLOCK E	YOUNG, GREGORY JOHN 1420 MANZANITA WY LAS VEGAS NV 89101-5325	61590.00	900.00	469.16
139-35-411-004	DOC: 20021202:03315 DATE: 12/02/02 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 7 BLOCK E	REYNOSO-TABARES, JOSE CONTRERAS TEODOMIRO 1419 BRIDGER AVE LAS VEGAS NV 89101-5305	65000.00	900.00	489.18

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139-35-411-005	DOC: 19930415:00960 DATE: 04/15/93 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 8 BLOCK E	HUBBARD, RACHEL &/OR JOHN 1417 BRIDGER AVE LAS VEGAS NV 89101-5305	63070.00	900.00	489.18
139-35-411-006	DOC: 20040726:02983 DATE: 07/26/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 9 BLOCK E	JETTE, DEBORA A & ROBERT A 11093 DELUNA ST LAS VEGAS NV 89141-3492	73990.00	900.00	489.18
139-35-411-007	DOC: 19930709:00033 DATE: 07/09/93 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 10 BLOCK E	SITES, DAVID LEE 1409 BRIDGER AVE LAS VEGAS NV 89101-5305	61800.00	900.00	489.18
139-35-411-008	DOC: 19990831:02594 DATE: 08/31/99 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 11 BLOCK E	HALE, GEORGE E GENTILE MARK L 1405 BRIDGER AVE LAS VEGAS NV 89101-5305	63280.00	900.00	489.18
139-35-411-009	DOC: 19990517:02329 DATE: 05/17/99 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 12 BLOCK E	CERVANTES, ELIAS M 1401 BRIDGER AVE LAS VEGAS NV 89101-5305	63670.00	900.00	489.18

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139-35-411-010	DOC: 20041223:03589 DATE: 12/23/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 1 BLOCK D	SAEDAN, SAISUDA 275 BERNER LN LAS VEGAS NV 89123-2901	59990.00	900.00	489.18
139-35-411-011	DOC: 20010720:02008 DATE: 07/20/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 2 BLOCK D	CARROLL, LEONARD J & LAURA 2418 GREENS AVE HENDERSON NV 89014-3778	61090.00	900.00	489.18
139-35-411-012	DOC: 20000320:01733 DATE: 03/20/00 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 3 BLOCK D	QUIROZ, EMA 1408 BRIDGER AVE LAS VEGAS NV 89101-5306	59050.00	900.00	489.18
139-35-411-013	DOC: 19961029:00526 DATE: 10/29/96 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 4 BLOCK D	GOODMAN, CECELIA 1412 BRIDGER AVE LAS VEGAS NV 89101-5306	68390.00	900.00	489.18
139-35-411-014	DOC: 20010806:00429 DATE: 08/06/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 5 BLOCK D	DAVILA, SANTOS P PONCE GONZALEZ LAZARO G 1416 BRIDGER AVE LAS VEGAS NV 89101-5306	59680.00	900.00	489.18

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139-35-411-015	DOC: 19980521:01597 DATE: 05/21/98 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 6 BLOCK D	RAMIREZ, JOSE JESUS & PATRICIA 1420 BRIDGER AVE LAS VEGAS NV 89101-5306	63350.00	900.00	489.18
139-35-411-016	DOC: 20011105:00980 DATE: 11/05/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 7 BLOCK D	LOWE, DOUGLAS LEROY %S CONLAN 836 WHITAKER DR RENO NV 89503-3602	63580.00	900.00	489.18
139-35-411-017	DOC: 19860611:00454 DATE: 06/11/86 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 8 BLOCK D	APPEL, KALMAN P O BOX 4009 56265 YEHUD ISRAEL	65630.00	900.00	489.18
139-35-411-018	DOC: 19950331:02024 DATE: 03/31/95 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 9 BLOCK D	KELLY, WARDHA 1413 JOSHUA WY LAS VEGAS NV 89101-5322	61500.00	900.00	489.18
139-35-411-019	DOC: 19980724:02043 DATE: 07/24/98 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 10 BLOCK D	IACOVETTA, MARIE A 1409 JOSHUA WY LAS VEGAS NV 89101-5322	62850.00	900.00	489.18

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139-35-411-020	DOC: 19881114:00275 DATE: 11/14/88 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 11 BLOCK D	BROWN, MICHAEL J & GERALDINE S 1405 JOSHUA WY LAS VEGAS NV 89101-5322	66510.00	900.00	489.18
139-35-411-021	DOC: 20010709:00405 DATE: 07/09/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 12 BLOCK D	SALVADORI, LAIF R 1401 JOSHUA WY LAS VEGAS NV 89101-5322	66610.00	900.00	489.18
139-35-411-022	DOC: 20000324:02523 DATE: 03/24/00 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 1 BLOCK C	DALEY, ESTELA 1400 JOSHUA WY LAS VEGAS NV 89101-5323	68110.00	900.00	489.18
139-35-411-023	DOC: 19981027:01086 DATE: 10/27/98 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 2 BLOCK C	RUIZ, MARIA 1404 JOSHUA WY LAS VEGAS NV 89101-5323	61810.00	900.00	489.18
139-35-411-024	DOC: 19991206:01359 DATE: 12/06/99 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 3 BLOCK C	SAWYER, FRED A & ZELLA M 1408 JOSHUA WY LAS VEGAS NV 89101-5323	67160.00	900.00	489.18

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139-35-411-025	DOC: 20011210:02414 DATE: 12/10/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 4 BLOCK C	SALDANA, JESUS PROCOPIO 1412 JOSHUA WY LAS VEGAS NV 89101-5323	63180.00	900.00	489.18
139-35-411-026	DOC: 20040707:04656 DATE: 07/07/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 5 BLOCK C	PEREA-AYALA, LORENZO A 1416 JOSHUA WY LAS VEGAS NV 89101-5323	61230.00	900.00	489.18
139-35-411-027	DOC: 20020301:02556 DATE: 03/01/02 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 6 BLOCK C	MALDONADO, GUSTAVO 1420 JOSHUA WY LAS VEGAS NV 89101-5323	62960.00	900.00	489.18
139-35-411-028	DOC: 20010809:01669 DATE: 08/09/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 7 BLOCK C	AGUSTIN-SANCHEZ, SALVADOR 1419 LEWIS AVE LAS VEGAS NV 89101-5228	65060.00	900.00	489.18
139-35-411-029	DOC: 20041116:04148 DATE: 11/16/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 8 BLOCK C	FREEHOFFER, ERICA ANN 1417 LEWIS AVE LAS VEGAS NV 89101-5228	61880.00	900.00	489.18

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139-35-411-030	DOC: 2171:2130930 DATE: 08/22/85 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 9 BLOCK C	ALCAZAR, ARTURO L & CLEMENTINA O 1413 LEWIS AVE LAS VEGAS NV 89101-5228	62100.00	900.00	489.18
139-35-411-031	DOC: 1773:1732454 DATE: 07/19/83 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 10 BLOCK C	SAUNDERS, HERBERT R & ALDA 1409 E LEWIS AVE LAS VEGAS NV 89101-5228	60610.00	900.00	489.18
139-35-411-032	DOC: 886:0711491 DATE: 07/16/68 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 11 BLOCK C	WOODRUFF, JACK DALE & GEORGIA N 1405 LEWIS AVE LAS VEGAS NV 89101-5228	61890.00	900.00	489.18
139-35-411-033	DOC: 627:0586507 DATE: 06/02/76 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 12 BLOCK C	KOSMOWSKI, MATILDA 1401 LEWIS AVE LAS VEGAS NV 89101-5228	62080.00	900.00	489.18
139-35-411-034	DOC: 19920602:00834 DATE: 06/02/92 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 1 BLOCK B	DISKIN, TISH MALICK MERCY 1400 E LEWIS AVE LAS VEGAS NV 89101-5229	66250.00	900.00	489.18

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139-35-411-035	DOC: 20040715:00740 DATE: 07/15/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 2 BLOCK B	NAJERA, FRANK & CAROLE A 1404 LEWIS AVE LAS VEGAS NV 89101-5229	62580.00	900.00	489.18
139-35-411-036	DOC: 19910419:00315 DATE: 04/19/91 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 3 BLOCK B	WOODRUFF, ROY D & SABRINA D 6307 APPLE ORCHARD DR LAS VEGAS NV 89142-0907	63580.00	900.00	489.18
139-35-411-037	DOC: 20040609:04367 DATE: 06/09/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 4 BLOCK B	RODRIGUEZ, FELIPE 1412 LEWIS AVE LAS VEGAS NV 89101-5229	60340.00	900.00	489.18
139-35-411-038	DOC: 19920619:01274 DATE: 06/19/92 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 5 BLOCK B	CASTANEDA, ANGEL F 1416 LEWIS AVE LAS VEGAS NV 89101-5229	65390.00	900.00	489.18
139-35-411-039	DOC: 20040603:03368 DATE: 06/03/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 6 BLOCK B	ROBERTS, BRADFORD TOYODA KUMIKO 433 PLAZA REAL #275 BOCA RATON FL 33432-3999	71610.00	900.00	489.18

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139-35-411-040	DOC: 19880623:00278 DATE: 06/23/88 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 7 BLOCK B	ZUNIGA, JOHN P & KATE M 1421 CHOLLA WY LAS VEGAS NV 89101-5222	62190.00	900.00	489.18
139-35-411-041	DOC: 19951010:00140 DATE: 10/10/95 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 8 BLOCK B	HANSON-BUTLER, PATRICIA 1417 CHOLLA WY LAS VEGAS NV 89101-5222	61210.00	900.00	489.18
139-35-411-042	DOC: 20010531:03565 DATE: 05/31/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 9 BLOCK B	BUTLER, VERNON W & PATRICIA L 1413 CHOLLA WY LAS VEGAS NV 89101-5222	61900.00	900.00	489.18
139-35-411-043	DOC: 19950825:01392 DATE: 08/25/95 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 10 BLOCK B	ABUROS, AMI & ELENA 1409 CHOLLA WY LAS VEGAS NV 89101-5222	61290.00	900.00	489.18
139-35-411-044	DOC: 20020102:01609 DATE: 01/02/02 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 11 BLOCK B	LINDENBERG, WALTER E 3055 LA CANADA ST LAS VEGAS NV 89109-2285	63210.00	900.00	489.18

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139-35-411-045	DOC: 19941014:00309 DATE: 10/14/94 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 12 BLOCK B	WARE, DONALD A 3080 BROWNBIRDS NEST DR HENDERSON NV 89052-8533	68360.00	900.00	489.18
139-35-411-046	DOC: 20020607:01894 DATE: 06/07/02 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 1 BLOCK A	DOMMEYER, LOUIS G III GINES STEPHANIE J 1400 CHOLLA WY LAS VEGAS NV 89101-5223	66790.00	900.00	489.18
139-35-411-047	DOC: 19920108:00222 DATE: 01/06/92 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 2 BLOCK A	BARLETT, DANIEL 1404 CHOLLA WY LAS VEGAS NV 89101-5223	63890.00	900.00	489.18
139-35-411-048	DOC: 20020322:02350 DATE: 03/22/02 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 3 BLOCK A	ELLER, STEVEN WILLIAM 5732 FALLING SUN CT NO LAS VEGAS NV 89031-1375	66340.00	900.00	489.18
139-35-411-049	DOC: 19871118:00002 DATE: 11/18/87 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 4 BLOCK A	WOOD, JOHN A 1412 E CHOLLA WY LAS VEGAS NV 89101-5223	61780.00	900.00	489.18

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FINAL ASSESSMENT ROLL NO. 2005-1

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-35-411-050	DOC: 20010302:00818 DATE: 03/02/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 5 BLOCK A	SCOTT, ETHEL C KRUEGER JAMES A & DARREL R 1416 CHOLLA WY LAS VEGAS NV 89101-5223	62030.00	900.00	489.18
139-35-411-051	DOC: 19941121:00979 DATE: 11/21/94 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 6 BLOCK A	CHAROEN, NANCY 445 FRANCO CT LAS VEGAS NV 89123-0199	80980.00	900.00	489.18
139-35-411-052	DOC: 19980821:02253 DATE: 08/21/98 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 7 BLOCK A	FISHER, PAUL K & BETTE M %NEVADA INSPECTION SERV P O BOX 7364 LAS VEGAS NV 89125-2364	53760.00	900.00	489.18
139-35-411-053	DOC: 20041027:03878 DATE: 10/27/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 8 BLOCK A	VILLANUEVA, JOSE A 1417 CLARK AVE LAS VEGAS NV 89101-5203	62550.00	900.00	489.18
139-35-411-054	DOC: 20010131:01824 DATE: 01/31/01 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 9 BLOCK A	TREJO, MARCELINA 1413 CLARK AVE LAS VEGAS NV 89101-5203	65150.00	900.00	489.18

Date: 01/19/05

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City of Las Vegas
** ASSESSMENT ROLL **
Special Improvement District No. 1501
DOWNTOWN ST REHAB PH 3 - FINAL

FINAL ASSESSMENT ROLL NO. 2005-1

PARCEL NUMBER	DESCRIPTION	PRIMARY PROPERTY OWNER	MARKET VALUE	ESTIMATED MAX BENEFIT	ASSESSMENT TOTAL
139-35-411-055	DOC: 20030211:01956 DATE: 02/11/03 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 10 BLOCK A	CHAROEN, PATRICK P 1409 CLARK AVE LAS VEGAS NV 89101-5203	68150.00	900.00	489.18
139-35-411-056	DOC: 20000201:01167 DATE: 02/01/00 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 11 BLOCK A	CHAROENBANPACHO, KASEM & R 415 S 16TH ST LAS VEGAS NV 89101-5213	66810.00	900.00	489.18
139-35-411-057	DOC: 20040819:03918 DATE: 08/19/04 PT SEC 35 20 61 LAS VEGAS DEVELOPMENT CO ADD PLAT BOOK 2 PAGE 51 LOT 12 BLOCK A	LAPIN, BENJAMIN 1401 CLARK AVE LAS VEGAS NV 89101-5203	61410.00	900.00	3489.18
** REPORT TOTALS					58767.02

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. 1501 – DOWNTOWN STREET REHABILITATION PHASE III.

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2005-1 for City of Las Vegas, Nevada, Special Improvement District No. 1501 – Downtown Street Rehabilitation Phase III (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 January 19, 2005, 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. 1501 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:

Area bounded by Fremont Street on the north, 15th Street on the east, Charleston Boulevard on the south and 13th Street on the west.

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 improvements will consist of the construction and installation of asphalt paving, curb and gutter, and streetlights. The streetlights will be installed at the back of the curb and gutter at appropriate intervals. The assessments will be levied on a unit lot basis. Each property owner will be assessed for the cost of streetlights, where not already existing.

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, February 16, 2005, 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, February 11, 2005, 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:

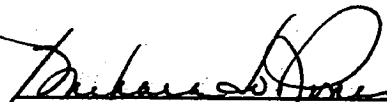
- (1) He is entitled to be represented by counsel at the hearing;
- (2) Any evidence he desires to present on these issues must be presented at the hearing; and
- (3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

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 ten (10) substantially equal semi-annual installments of principal and interest until paid in full; with interest in all cases on the unpaid and deferred installments of principal from the effective date of the assessment ordinance. 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 Friday, February 11, 2005, 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 January 19, 2005.


BARBARA JO RONEMUS, City Clerk