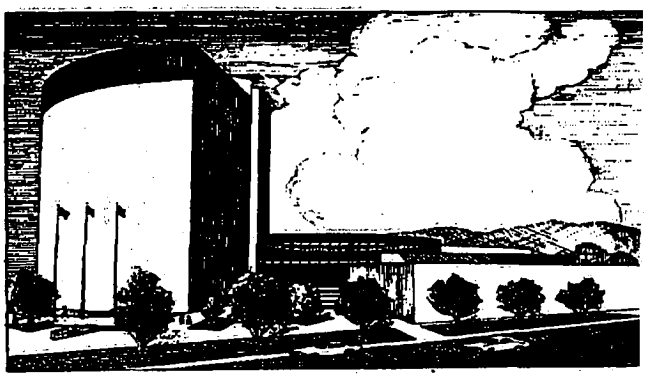


MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

Meeting of

MAY 4, 2005

INVOCATION
PLEDGE OF ALLEGIANCE

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR OSCAR B. GOODMAN (Excused from AM session from 11:28 AM to 1:12 PM)	☒	☐	☐
COUNCILMAN GARY REESE MAYOR PRO-TEM	☒	☐	☐
COUNCILMAN LARRY BROWN (Excused from PM session until 3:59 PM)	☒	☐	☐
COUNCILMAN LAWRENCE WEEKLY	☒	☐	☐
COUNCILMAN MICHAEL MACK	☒	☐	☐
COUNCILMAN STEVE WOLFSON	☒	☐	☐
COUNCILWOMAN LOIS TARKANIAN	☒	☐	☐
DOUG SELBY, CITY MANAGER	☒	☐	☐
BRAD JERBIC, CITY ATTORNEY	☒	☐	☐
BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)	☒	☐	☐
TOM GREEN, DEPUTY CITY ATTORNEY	☒	☐	☐
BARBARA JO RONEMUS, CITY CLERK	☒	☐	☐

APPROVED BY REFERENCE: July 6, 2005
ATTEST:

CITY CLERK **MAYOR**

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

City of Las Vegas

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), STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1)

Facilities are provided throughout City Hall for the convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

MAY 4, 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 - REVEREND CHESTER RICHARDSON, SECOND BAPTIST CHURCH
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE CITIZEN OF THE MONTH
- RECOGNITION OF THE PUBLIC WORKS DEPARTMENT FOR EARNING NATIONAL ACCREDITATION
- RECOGNITION OF RICHARD GOECKE FOR BEING NAMED A NATIONAL TOP TEN PUBLIC WORKS LEADER
- RECOGNITION OF NATIONAL YOUTH WEEK
- RECOGNITION OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS FOOD DRIVE DAY
- RECOGNITION OF ARBOR DAY
- RECOGNITION OF ASIAN/PACIFIC ISLANDER HERITAGE MONTH
- RECOGNITION OF OUTSTANDING CITIZEN EVA SIMMONS

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 February 16, 2005

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.

BUSINESS DEVELOPMENT - CONSENT

3. Approval of a Second Amendment to the Exclusive Negotiating Agreement (ENA) between City Parkway V, Inc., and Related Las Vegas, LLC, for the Union Park property bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line, APNs 139-34-110-002 and 003 - Ward 5 (Weekly)

CITY ATTORNEY - CONSENT

4. Approval of retention of Quirk & Tratos to represent the City in the matter of City of Las Vegas v. Kevin Knuhtsen, et al., United States District Court Case No. CV-S-05-0307-PMP-RJJ for an amount not to exceed $50,000

FIELD OPERATIONS - CONSENT

5. Approval of a Line Extension Agreement for electrical services to Metro Traffic Bureau facility - Department of Field Operations - Award to: NEVADA POWER COMPANY ($14,119 - Capital Projects Fund) - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - CONSENT

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

7. ABEYANCE ITEM - Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 9 slots subject to Health Dept. regulations, Golamis Ventures, Inc., dba From: Cafe Nicolle, To: Kiss, 4760 West Sahara Avenue, Suite 13, Anthony P. Golamis, Dir, Pres and Marlene E. Golamis, Dir, Secy, Treas, 100% jointly as husband and wife - Ward 1 (Tarkanian)

8. Approval of a Special Event License for Whole Foods Market, Inc., Location: Whole Foods Market, 8855 West Charleston Boulevard, Dates: May 8, 28, June 11, 19, 21, 2005, Type: Special Event Beer/Wine, Event: Beer & Wine Tastings, Responsible Person in Charge: Penelope de Vries - Ward 2 (Wolfson)

9. Approval of a Special Event License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Road, Date: May 8, 2005, Type: Special Event Beer/Wine, Event: Family Picnic, Responsible Person in Charge: Eddie Escobedo - Ward 3 (Reese)

10. Approval of a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, Acosta Enterprises, dba Rincon Latino #2, 4505-4507 West Sahara Avenue, Leonardo A. Garcia, Dir, Pres, Treas, 50%, Graciela Garcia, Dir, Secy, 50% - Ward 1 (Tarkanian)

11. Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Saint's Resources, Inc., dba Orchid Stop-n-Shop, 6101 Vegas Drive, Noel S. Miranda, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)

12. Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - CONSENT

13. Approval of a Special Event License for Enrique Tinoco, Location: 103 East Charleston Boulevard, Suite 107, Dates: May 6-7, 2005, Type: Special Event Beer/Wine, Event: First Friday of May, Responsible Person in Charge: Enrique Tinoco - Ward 1 (Tarkanian)

14. Approval of award of Bid Number 04.15341.29-LED, Detention & Enforcement Closed Custody Unit No.7 HVAC Renovation and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Detention & Enforcement - Award recommended to: YORK INTERNATIONAL CORPORATION ($116,810 - Detention & Enforcement Capital Projects Fund) - Ward 3 (Reese)

15. Preapproval of award of Bid No. 05.15341.11-LED, Bruce Trent and Lorenzi Parks, Tennis Courts Resurfacing to the lowest responsive and responsible bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works and Leisure Services - ($95,000 - Multipurpose Special Revenue Fund and General Fund) - Wards 4 and 5 (Brown and Weekly)

16. Approval of the rejection of bid and award of Bid No. 050554-KF, Annual Requirements Contract for Soda Ash - Department of Public Works - Award recommended to: BRENNTAG PACIFIC, INC. (Estimated annual amount of $270,000 - Sanitation Enterprise Fund)

17. ABEYANCE ITEM - Approval of award of Contract No. 050571 for Geodatabase Design Services - Department of Information Technologies - Award recommended to: HANSEN INFORMATION TECHNOLOGIES, INC. ($164,812 - General Fund)

18. Approval of award of Bid No. 050576-TG for Sound Equipment - Department of Field Operations - Award recommended to: SYSTEMS SERVICES, INC. ($40,851.44 - General Fund)

19. Approval of issuance of a purchase order for SCBA Air Packs - Department of Fire Services - Award recommended to: DRAEGER SAFETY, INCORPORATED ($73,519 - General Fund)

20. Approval of issuance of a purchase order for the purchase of a Vehicle Exhaust Removal System - Department of Field Operations - Award recommended to: AIR CLEANING SYSTEMS ($32,826.50 - Automotive Services ISF)

21. Approval of revision to purchase order 215281 for an annual requirements contract for Food Services for Detention & Enforcement Facility, 3300 Stewart Avenue - Department of Detention and Enforcement - Award to: INSTITUTIONAL FOODSERVICE MANAGEMENT ($180,000 - General Fund) - Ward 3 (Reese)

22. Approval of issuance of a purchase order for a Logging Recorder - Department of Fire Services - Award recommended to: MOTOROLA, INCORPORATED ($44,731 - General Fund)

23. Approval of issuance of a purchase order for Catering Services - Department of Leisure Services - Award recommended to: ANDRE'S LTD ($41,533 - Centennial Fund)

HUMAN RESOURCES - CONSENT

24. Approval of payment for the Stipulated Settlement Agreement - Claim Number WC02050120 - under the Workers' Compensation Statutes ($35,000 - Workers' Compensation Internal Service Fund)

25. Approval to create one regular full time Administrative Secretary position for the Clean Water Coalition. The City of Las Vegas portion of the jointly funded position will be 40% of the gross ($75,100 - Sanitation Enterprise Fund)

NEIGHBORHOOD SERVICES - CONSENT

26. Approval of an interlocal agreement to combine the city of Las Vegas contribution of $484,000 in Community Development Block Grant (CDBG) funds with a contribution by Clark County in the amount of $324,716 for construction of the Shade Tree parking lot and perimeter wall at 1 Main Street - Ward 5 (Weekly)

NEIGHBORHOOD SERVICES - CONSENT

27. Approval to allocate $360,413 of Community Development Block Grant (CDBG) funds to Catholic Charities to assist in building an Employment Service Center on their St. Vincent's Plaza Campus at 1501 Las Vegas Boulevard North - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

28. Approval of a Subdivision Improvements Performance Bond Release by Three B's, Incorporated, owner (Charleston Boulevard, Merialdo Lane and Durango Drive) - Ward 1 (Tarkanian)

29. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of Taney Family Trust, Edward F. Taney and Kelly A. Taney, Trustees, owners (southeast corner of Tropical Parkway and Kevin Street, APN 125-29-304-001) - County (near Ward 6 - Mack)

30. Approval of an Off-Site Improvements Agreement and General Release with Carina Corporation and Morningside Homes, Inc., for the construction of Durango Drive/East Improvements - ($75,000 - Cash Deposit Performance Bond) - Ward 6 (Mack)

31. Approval of an Encroachment Request from Thomason Consulting Engineers on behalf of Richmond American Homes Nevada, Incorporated, owner (Sky Pointe Drive north of Cimarron Road) - Ward 6 (Mack)

32. Approval of an Encroachment Agreement from The Keith Companies on behalf of Carina Corporation, owner (southwest corner of Tule Springs Road and Farm Road) - Ward 6 (Mack)

33. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Durward P. Jackson 1994 Trust, Durward P. Jackson, Trustee, owner (south of Rome Boulevard, east of Tenaya Way, APN 125-22-801-003) - County (near Ward 6 - Mack)

34. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Ronnell C. Curtis, owner (south of Craig Road, west of Kevin Way, APN 138-05-301-036) - County (near Ward 4 - Brown)

35. Approval of an Encroachment Request from CVL Consultants on behalf of Broadstone Montecito, LLC, owner (southwest corner of Grand Canyon Drive and Grand Teton Drive) - Ward 6 (Mack)

36. Approval of an Encroachment Request from Thomason Consulting Engineers on behalf of Richmond American Homes, Incorporated, owner (Tule Springs Road south of Farm Road) - Ward 6 (Mack)

37. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner, Incorporated, on behalf of Brian Goddard and Patricia Goddard, owners (northeast corner of Tee Pee Lane and Alexander Road, APN 138-06-803-006) - County (near Ward 4 - Brown)

38. Approval of a Cooperative (Stewardship) Agreement with the Nevada Department of Transportation (NDOT) for the design and construction of the Fremont Street Pedestrian Enhancements Project ($843,750 - Nevada Department of Transportation/City of Las Vegas Special Improvement District [CLV SID] 1506) - Wards 1 and 5 (Tarkanian and Weekly)

39. Approval of Interlocal Agreement 110872 with the Las Vegas Valley Water District for construction and funding of water facilities as part of the Tenaya Way Improvement Project - Ward 6 (Mack)

40. Approval of an Engineering Design Services Agreement between PBS&J and the City of Las Vegas for the Mountain Edge Environmental Assessment and Cultural Resource Identification and Mitigation ($72,000 - Regional Transportation Commission of Southern Nevada [RTC]) - Ward 6 (Mack)

41. Approval of Iron Mountain Ranch Trail Development Agreement between the City of Las Vegas and KB Home Nevada, Inc., for a trail alignment adjacent to the corner of Horse Drive and Bradley Road ($96,769 - Southern Nevada Public Land Management Act Funds [SNPLMA]) - Ward 6 (Mack)

42. Approval of an Encroachment Request from Jeffrey D. Rhoads of the Argonaut Company on behalf of Saucy Strategic Planning, LLC, owner (southeast corner of Casino Center Boulevard and Charleston Boulevard) - Ward 1 (Tarkanian)

PUBLIC WORKS - CONSENT

43. Approval of a request to install Speed Humps on Arpa Way between Bellota Drive and Lake Mead Boulevard ($6,400 - Neighborhood Traffic Management Program/Non-Signal Intersection Improvements) - Ward 6 (Mack)

RESOLUTIONS - CONSENT

44. R-39-2005 - Approval of a Resolution Concurring in Certain Actions Regarding the Boundaries of the Las Vegas Clark County Library District and the Henderson District Public Libraries

45. R-40-2005 - Approval of a Resolution directing the City Treasurer to prepare the Sixty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

46. R-41-2005 - Approval of a Resolution approving the Sixty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

47. R-42-2005 - Approval of a Resolution directing the City Treasurer to prepare the Sixteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

48. R-43-2005 - Approval of a Resolution approving the Sixteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

49. R-44-2005 - Approval of a Resolution overruling complaints, protests, and objections and confirming the final assessment roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2006) ($49,240.38 - Capital Projects Fund - Special Assessments) - Ward I (Tarkanian)

50. R-45-2005 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts No. 404, 707, 808, and 809 and providing other matters properly relating thereto - Wards 2 and 4 (Wolfson and Brown)

51. R-46-2005 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in District 505 and in certain other districts and providing other matters properly relating thereto - All Wards

52. R-47-2005 - Approval of a Resolution to support the Regional Transportation Commission's efforts to bring a bus rapid transit route to the City's downtown and redevelopment areas on Paradise Road, Las Vegas Boulevard, 3rd Street, Casino Center Boulevard, Main Street, and Grand Central Parkway - Wards 1, 3 and 5 (Tarkanian, Reese and Weekly)

REAL ESTATE COMMITTEE - CONSENT

53. Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 2.81 acres of land located in the vicinity of Hualapai Way and Gilmore Avenue known as APN 138-07-103-006 to Lone Mountain Villas, LLC, (Lone Mountain) to develop future housing ($808,700 revenue less shared closing costs - General Fund) - Ward 4 (Brown)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

54. Report and possible action concerning the status of 2005 legislative issues

CITY ATTORNEY - DISCUSSION

55. Discussion and possible action on Appeal of Work Card Denial: Ronald E. Midby, 272 Deerleap Circle, Henderson, Nevada 89052

CITY ATTORNEY - DISCUSSION

56. Discussion and possible action on Appeal of Work Card Denial: Allison J. Urbinato, 9640 Lightheart Avenue, Las Vegas, Nevada 89148

57. Discussion and possible action on Appeal of Work Card Denial: Michael Emanuel, 2901 Industrial Road, Las Vegas, Nevada 89109

58. Discussion and possible action on Appeal of Work Card Denial: John Scott Fahrney, 525 E. St. Louis Avenue, Apt. 218, Las Vegas, Nevada 89104

59. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Approved October 20, 2004 subject to a six month review: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123

60. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Approved October 20, 2004 subject to a six month review: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

61. Discussion and possible action on Appeal of Work Card Denial: Steven Lorrell Brown, Sr., 5337 Mountain View Drive, Las Vegas, Nevada 89146

62. Hearing, discussion and possible action regarding complaint seeking disciplinary action against Edgar Wrenn and Elsie Wrenn d/b/a Del Mar Resort Motel, 1411 Las Vegas Boulevard South, Las Vegas, Clark County, Nevada, for violations of Titles 6 and 10 of the Las Vegas Municipal Code and NRS Chapter 201 - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - DISCUSSION

63. Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Sabah Shoshani, dba Bells Market, 720 West Owens Avenue, Sabah H. Shoshani, 100% - Ward 5 (Weekly)

64. Discussion and possible action regarding a Six Month Review of an Auctioneer License, J. P. King Auction Company, Inc., dba J. P. King Auction Company, Inc., 108 Fountain Avenue, Gadsden, Alabama, Jerry C. King, Dir, Pres, Auctioneer, 25%, James S. King, Dir, Exec VP, Auctioneer, 25%, Christie K. Ray, Dir, Secy, Auctioneer, 25% - Alabama

65. Discussion and possible action regarding a Reflexology Practitioner, Appeal of Denial of Business License, Jie Wu, db at Superior Foot Massage, 2221 Paradise Road, Jie Wu, 100% - Ward 3 (Reese)

66. Discussion and possible action regarding a Reflexology Practitioner, Appeal of Denial of Business License, Xin Li Wang, db at Superior Foot Massage, 2221 Paradise Road, Xin Li Wang, 100% - Ward 3 (Reese)

67. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Lucky Champ, Inc., dba Lucky Champ, Inc., 1420 West Bonanza Road, Vinay Baway, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)

68. Discussion and possible action regarding approval of issuance of a purchase order for RMV1 Multibay Meter multispace parking meters - Department of Detention and Enforcement - Award recommended to: REINO PARKING SYSTEMS ($63,710 - Municipal Parking Enterprise Fund)

LEISURE SERVICES - DISCUSSION

69. Discussion and possible action to name a park located at Elkhorn and Fort Apache - Ward 6 (Mack)

70. Discussion and possible action to name a park located at Horse Road and Bradley Road - Ward 6 (Mack)

71. Discussion and possible action to name a park located at Alexander and Tenaya Way - Ward 4 (Brown)

72. Discussion and possible action to name a park located at Grand Teton and Hualapai Way - Ward 6 (Mack)

73. Discussion and possible action on naming a park located at Fort Apache and Iron Mountain - Ward 6 (Mack)

NEIGHBORHOOD SERVICES - DISCUSSION

74. Report and possible action on the Governor's Workforce Housing Initiative of Nevada (WHIN) regarding potential Bureau of Land Management sites for affordable housing - All Wards

RESOLUTIONS - DISCUSSION

75. R-48-2005 - Discussion and possible action regarding a Resolution opposing the Adoption of Senate Bill 327 Transferring the Responsibility for the Construction and Maintenance of Benches and Bus Shelters for Public Mass Transportation from the Local Governments to the Regional Transportation Commission

BOARDS & COMMISSIONS - DISCUSSION

76. ABEYANCE ITEM - Discussion and possible action on the appointment and reappointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2006

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

77. Bill No. 2005-18 - Updates the City's drought plan ordinance to reflect a change in terminology from "drought emergency" to "drought critical." Sponsored by: Councilman Larry Brown

78. Bill No. 2005-19 - Adopts the International Energy Conservation Code, 2003 Edition, along with the document entitled "2003 Southern Nevada International Energy Conservation Code Amendments," as replacements for the Model Energy Code, 1992 Edition, and the Supplemental Document amending that code. Proposed by: Paul Wilkins, Director of Building and Safety

79. Bill No. 2005-21 - Amends the City's Fire Code to require the installation of automatic sprinkler systems in existing residential board and care facilities. Proposed by: David L. Washington, Chief, Department of Fire and Rescue

80. Bill No. 2005-22 - Amends the City's Fire Code to update fire protection requirements for certain structures and occupancies. Proposed by: David L. Washington, Chief, Department of Fire and Rescue

81. Bill No. 2005-23 - Levies Assessment for Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III (District boundaries are Fremont Street on the north, 15th Street on the east, Charleston Boulevard on the south and 13th Street on the west. Sponsored by: Step Requirement

82. Bill No. 2005-24 - Annexation No. A-0054-99(A) - Property location: On the northeast corner of Tropical Parkway and Moonlight Drive; Petitioned by: U. S. Home; Acreage: 1.44 acres; Zoned: R-E (County zoning), R-E (City equivalent). 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.

83. Bill No. 2005-26 - Annexation No. ANX-3026 - Property location: On the north side of Moccasin Road, between the Buffalo Drive alignment to the east and Spin Ranch Road to the west; Petitioned by: City of Las Vegas; Acreage: 7,683 acres; Zoned: R-U (County zoning), U (RC) (City equivalent). 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.

84. Bill No. 2005-27 - Annexation No. ANX-5528 - Property location: Bounded by Iron Mountain Road to the south, Puli Road to the west, Hualapai Way to the east, and Moccasin Road to the north; Petitioned by: Southwest Desert Equities, LLC, et al.; Acreage: 538.42 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Michael Mack

85. Bill No. 2005-28 - Annexation No. ANX-6042 - Property location: On the west side of Jones Boulevard, between Tropical Parkway and El Campo Grande Avenue; Petitioned by: Leech West, LLC; Acreage: 9.63 acres; Zoned: R-E (County zoning), U (R) (City equivalent). Sponsored by: Councilman Michael Mack

86. Bill No. 2005-29 - Annexation No. ANX-6060 - Property location: On the west side of Balsam Street, 270 feet south of Lone Mountain Road; Petitioned by: Serge Charbonneau, et al.; Acreage: 2.79 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Michael Mack

87. Bill No. 2005-30 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2006) Sponsored by: Step Requirement

CLOSED SESSION - To Be Held at Conclusion of Morning Session

Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss negotiations of the International Association of Firefighters, Local 1285 (IAFF) contract and the Metro Las Vegas Police Protective Association contract

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

88. 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

89. ABEYANCE ITEM - Hearing to consider the appeal regarding the Notice and Order to Abate Dangerous Building located at 7075 W. Craig Road. PROPERTY OWNERS: RICHARD A. & BARBARA L. STIMAC - Ward 6 (Mack)

90. Public hearing to consider the report of expenses to recover costs for abatement of nuisance/litter located at 6101 Denver Circle. PROPERTY OWNER: CHARLES ERBACHER - Ward 2 (Wolfson)

91. Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply located at 6440 W. Hammer Lane. PROPERTY OWNERS: DAVID H. DOWNING III & KRYSTAL DOWNING - Ward 6 (Mack)

92. Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply located at 5820 W. La Madre Way. PROPERTY OWNER: NANCY ESTOCADO - Ward 6 (Mack)

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 - DISCUSSION

93. SDR-6023 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: CHARLESTON FESTIVAL, LLC - Request for a Site Development Plan Review FOR A 94,978 SQUARE-FOOT COMMERCIAL DEVELOPMENT on 10.21 acres adjacent to the southeast corner of Torrey Pines Drive and Casada Way (APN 138-35-801-002, 138-35-803-001, and 138-35-403-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend APPROVAL

94. SDR-6057 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: LAKE EAST, LLC AND STARBOARD, LLC - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 19.68 acres at 8600 Starboard Drive (APN 163-08-601-005), R-PD23 (Residential Planned Development - 23 units per acre) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

95. SDR-6058 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: LAKE EAST, LLC AND STARBOARD, LLC - Request for a Site Development Plan Review FOR THE PROPOSED CONVERSION OF AN EXISTING 448 UNIT APARTMENT PROJECT TO A CONDOMINIUM DEVELOPMENT on 20.00 acres at 3001 Lake East Drive (APNs 163-08-701-001 and 163-08-603-001), R-PD23 (Residential Planned Development - 23 units per acre) Zone, Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

96. SDR-6111 - PUBLIC HEARING - APPLICANT: JMA ARCHITECTURE STUDIOS - OWNER: CHARLESTON-3RD, LLC, ET AL - Request for a Site Development Plan Review FOR A PROPOSED 28 STORY MIXED USE DEVELOPMENT CONSISTING OF 159 RESIDENTIAL CONDOMINIUM UNITS AND 7,000 SQUARE FEET OF COMMERCIAL/RETAIL SPACE, WITH WAIVERS FROM THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE, BUILD-TO-LINE AND BUILDING STEPBACK REQUIREMENTS on 0.44 acres at 1026 and 1036 South Third Street (APN 139-34-410-091 and 092), C-2 (General Commercial) Zone and R-4 (High Density Residential) Zone under Resolution of Intent to C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

97. RQR-6262 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: MARIA ZUBIA PENA - OWNER: KOUTNOUYAN LIVING TRUST - Request for a Required Six-Month Review of an approved Special Use Permit (SUP-3128) WHICH ALLOWED AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES & SERVICE) AND AUTO REPAIR GARAGE, MINOR on 3.9 acres located at 4401 Stewart Avenue (APN 140-32-201-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

98. ZON-5776 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: S.B.A. DEVELOPMENT, INC. - OWNER: SF INVESTMENTS, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-PD4 (RESIDENTIAL PLANNED DEVELOPMENT - 4 UNITS PER ACRE) on 2.16 acres adjacent to the southeast corner of Jones Boulevard and Madre Mesa Drive (APN 138-13-301-001), Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (3-1-2 vote) recommends APPROVAL. [NOTE: The Planning Commission recommended approval based on the application being revised to R-PD3 (Residential Planned Development - 3 Units per Acre)]

99. VAR-5846 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: S.B.A. DEVELOPMENT, INC. - OWNER: SF INVESTMENTS, LLC - Request for a Variance TO ALLOW AN R-PD (RESIDENTIAL PLANNED DEVELOPMENT) ZONING DISTRICT ON 2.16 ACRES WHERE 5.00 ACRES IS THE MINIMUM REQUIRED on property adjacent to the southeast corner of Jones Boulevard and Madre Mesa Drive (APN 138-13-301-001), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD4 (Residential Planned Development - 4 units per acre) Zone], Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (3-1-2 vote) recommends APPROVAL. (NOTE: The Planning Commission recommended that the proposed zoning change to R-PD3)

PLANNING & DEVELOPMENT - DISCUSSION

100. SDR-5778 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: S.B.A. DEVELOPMENT, INC. - OWNER: SF INVESTMENTS, LLC - Request for a Site Development Plan Review FOR A PROPOSED NINE LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 2.16 acres adjacent to the southeast corner of Jones Boulevard and Madre Mesa Drive (APN 138-13-301-001), U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation] [PROPOSED: R-PD4 (Residential Planned Development - 4 units per acre) Zone], Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (3-1-2 vote) recommends APPROVAL. (NOTE: The Planning Commission recommended approval based on the proposal being amended to R-PD3 for 7 units)

SET DATE

101. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS, CENTENNIAL HILLS ARCHITECTURAL REVIEW COMMITTEE AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

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

****

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Court Clerk's Office Bulletin Board, City Hall Plaza
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **28th** day of **April, 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 **4th day of May, 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 City Clerk.

Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

28th day of April, 2005

Stacey Campbell
NOTARY PUBLIC in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

AFFIDAVIT OF ELECTRONIC MAILING (email)

(Mailing required under the provisions of NRS Chapter 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **28th** day of **April, 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 **4th day of May, 2005,** was electronically mailed (emailed) to each person and/or organization whose name appears on the list maintained in the Office of the City Clerk.

Paula Clark

SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

28TH day of April, 2005

Stacey Campbell

NOTARY PUBLIC in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

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

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

Paula Clark, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the **28th** day of **April, 2005** at the hour of **4:00 P.M.** there were posted copies of a NOTICE, the attached of which is a true and correct copy of a **City of Las Vegas, City Council Meeting** to be held on the **4th day of May, 2005,** at **9:00 A.M.,** Las Vegas, Nevada; to be posted on Public Bulletin Boards at the following locations:

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

Paula Clark
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this
28th day of April, 2005

Stacey Campbell
NOTARY PUBLIC in and for said County and State

STACEY CAMPBELL
Notary Public State of Nevada
No. 04-92740-1
My appt. exp. Oct. 14, 2008

City of Las Vegas

CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: MAY 4, 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 GOODMAN (excused during the morning session from 11:28 to 1:12) and COUNCILMEMBERS REESE, BROWN (excused from the afternoon session until 3:59 p.m.), WEEKLY, MACK, WOLFSON, and TARKANIAN

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, DEPUTY CITY MANAGER BETSY FRETWELL, CITY ATTORNEY BRAD JERBIC, DEPUTY CITY ATTORNEY TOM GREEN, DEPUTY CITY ATTORNEY BRYAN SCOTT (P.M. Session), and CITY CLERK BARBARA JO RONEMUS

- **ANNOUNCEMENT 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
(9:08 - 9:09)
1-1

- **INVOCATION - REVEREND CHESTER RICHARDSON, SECOND BAPTIST CHURCH**

MINUTES:

REVEREND CHESTER RICHARDSON, Second Baptist Church, gave the invocation.
(9:09- 9:10)
1-24

- **PLEDGE OF ALLEGIANCE**

MINUTES:

MAYOR GOODMAN led the audience in the Pledge.
(9:10 - 9:12)
1-64

City of Las Vegas

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL

RECOGNITION OF THE CITIZEN OF THE MONTH

MOTION:
None required. A presentation was made.

MINUTES:
NOTE: Animal Shelter fundraising packets were given to the Council members but not submitted for the record.

COUNCILMAN MACK recognized RONNI COUNCIL and her daughter RILEY as May's Citizens of the Month. RONNI has been a true inspiration to him and was the one who encouraged him to run for the appointment of Council representative for Ward 6. She is also a wonderful mother to her children and her adopted children. He then commended RILEY for all her work with animals. He believes JANIE GREENSPUN GALE is grooming her to take over the operation of the Animal Foundation.

RONNI accepted the Citizen of the Month plaque and indicated that it was an honor to receive this recognition. She wished that COUNCILMAN MACK would run for office again, because she feels that he is a wonderful Council representative that has done a lot for the residents of Ward 6. She noted in particular that COUNCILMAN MACK was instrumental in putting in necessary roads, which has saved Ward 6 residents 30 minutes in travel time. This is more time to spend with their families.

RILEY advised that the Lied Animal Shelter is in desperate need of financial assistance in order to keep more pets from coming into the Shelter and to find them homes. She stated that she has volunteered many hours at the Shelter and would have volunteered more if she did not have to attend school. She handed out packages to the Council members and asked them to consider sponsoring a dog at the Shelter.
(9:12 - 9:16)
1-110

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL

RECOGNITION OF THE PUBLIC WORKS DEPARTMENT FOR EARNING NATIONAL ACCREDITATION

MOTION:
None required. A presentation was made.

MINUTES:
MAYOR GOODMAN announced that the City is the first in Nevada to earn national accreditation, making the Public Works Department truly world-class. He called forward RICHARD GOECKE, Director, Public Works Department, and THOMAS TRICE, Deputy City Manager of the City of Royal Oak, Michigan, and president of the National American Public Works Association. MR. TRICE made a special visit to Las Vegas to assist with this presentation. He outlined the long arduous accreditation process, the importance of receiving this honor, and what it means for City residents. The City of Las Vegas is one of 22 agencies throughout the United States and Canada to have completed the rigorous criteria to reach this pinnacle and the first municipal agency to receive accreditation within an accredited County. Through this process, the City of Las Vegas, its residents, and the users of Public Works services can be assured that the department is meeting the highest standards of performance according to the more than 314 practices developed and approved by peers throughout North America. Accreditation is a continuous journey to improvement that will lead the department to review and update its procedures annually in preparation for re-accreditation within four years. He congratulated the City on being the best of the best in North America.

MR. GOECKE accepted the plaque and thanked the Council, CITY MANAGER SELBY, and DEPUTY CITY MANAGER HOUCHENS for their support. He extended this recognition to and gave thanks to the Public Works employees, in particular Administration Accreditation Managers DODY BATESON and MARY ANN SOSA, for without them, accreditation would not have been possible. He asked his staff who participated in the process that were in the audience to stand in recognition.
(9:16 - 9:23)
1-262

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF RICHARD GOECKE FOR BEING NAMED A NATIONAL TOP TEN PUBLIC WORKS LEADER

MOTION:

None required. A presentation was made.

MINUTES:

NOTE: A proclamation from the Governor was presented to MR. GOECKE but a copy was not submitted for the record.

MAYOR GOODMAN called forward THOMAS TRICE, Deputy City Manager of the City of Royal Oak, Michigan, and president of the National American Public Works Association, to make this presentation to RICHARD GOECKE, Director, Public Works Department. He also called forward MR. GOECKE'S family: KIM GOECKE, his wife; CATHY and JEFF SANTORO, his daughter and son-in-law; ALLISON and DAVID GRANT, his other daughter and son-in-law; and CHRIS GOECKE, his son. Also present were PEGGY POUND, APWA Nevada Chapter President-elect, and JACKIE BRANTLEY, Director of Constituent Services, Governor Guinn's Office.

MR. TRICE felt honored to partake in recognizing MR. GOECKE for being named a National Top 10 Public Works Leader. The winners of this award are chosen by his/her peers who know what it takes to succeed in public works. As a past recipient of this award, MR. TRICE could not express what it feels like to be selected by peers. He outlined the process for being selected for the APWA Top 10 Award and explained that its purpose is to inspire excellence and dedication in public service by recognizing the outstanding career service achievements of individual public works professionals and officials from both the private and public sector. This is the highest award an individual public works official can receive, and, in order to be eligible, candidates must have a minimum of ten years qualifying experience.

He continued and said that MR. GOECKE established himself as a leader and an innovator in the key areas of transportation infrastructure and wastewater management and flood control. He developed an award-winning wastewater reclamation facility to address long-term management throughout a coalition of Las Vegas wastewater agencies, his advocacy for energy and cost savings, through a global retrofit of traffic signals to LAD technology, and the implementation of a traffic signal impact fee program. These are just a few examples of his contributions to public works. MR. GOECKE has worked diligently to resolve public works problems facing the City of Las Vegas. He congratulated MR. GOECKE for having the right stuff and representing the best there is in public works.

MR. GOECKE accepted the award. He thanked the Council, CITY MANAGER SELBY, and DEPUTY CITY MANAGER HOUCHENS for their support, as well as the Nevada Chapter of the American Public Works Association. He agreed with the comments of MR. TRICE that it is truly an honor to be evaluated and judged by peers. He thanked everyone.

MS. BRANTLEY read and presented MR. GOECKE with a Proclamation from GOVERNOR GUINN

MINUTES - Continued:

declaring May 4, 2005, as a day in honor of RICHARD GOECKE. MR. GOECKE exemplifies a true public servant of Nevada. MR. GOECKE expressed his sincere appreciation to MS. BRANTLEY.
(9:23 - 9:35)
1-418

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF NATIONAL YOUTH WEEK

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation proclaiming the week beginning on the 1st Sunday in May 2005 to be Youth Week

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN called forward DARRELL DIMBAT, Chairman of the Elks Youth Activities Committee, to assist in recognizing National Youth Week. MAYOR GOODMAN indicated that The Benevolent and Protective Order of the Elks designated the week beginning on the first Sunday in May as Youth Week to honor America's junior citizens for their accomplishments and service to the community, state, and nation. Las Vegas Lodge 1468 will sponsor an observance during this week in tribute to the junior citizens of Las Vegas. He called forward ASIA WILLEY of Bonanza High School, ADELAIDE ADJOVU of Palo Verde High School, KEISHA McDANIEL of Desert Pines High School, CHRISTINA ROPER of Cheyenne High School, and CHRISTOPHER C. COMBS of Centennial High School. These students would be joining the Council members at the dais for part of the meeting. MR. DIMBAT accepted the proclamation declaring Youth Week.

(9:35 - 9:37)

1-862

CEREMONIAL BACKUP

RECOGNITION OF NATIONAL YOUTH WEEK

From the office of the Mayor

Proclamation

Whereas; the Benevolent and Protective Order of the Elks has designated the week beginning on the 1st Sunday in May as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State, and Nation; and

Whereas; Las Vegas Lodge 1468 will sponsor an observance during that week in tribute to the Junior Citizens of this community; and

Whereas; no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and

Whereas; our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and

Whereas; to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM THE WEEK BEGINNING ON THE 1ST SUNDAY IN MAY, 2005, TO BE:

Youth Week

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO PARTICIPATE IN ITS OBSERVANCE.

In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 1ST DAY OF MAY, 2005.

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL

RECOGNITION OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS FOOD DRIVE DAY

BACKUP DOCUMENTATION:
Submitted at meeting: copy of Proclamation proclaiming May 14, 2005, to be National Association of Letter Carriers Food Drive Day

MOTION:
None required. A presentation was made.

MINUTES:
CINDY LINDEMON, food drive coordinator, and JERRY PENN, President of the National Association of Letter Carriers, joined MAYOR GOODMAN for this presentation. MAYOR GOODMAN announced that on May 14, 2005, the National Association of Letter Carriers would be conducting its annual food drive. This Help Stamp Out Hunger drive is conducted in all 50 states and U.S. territories, in partnership with the United States Postal Service, United Way agencies, and the AFL-CIO. Eighteen different charities will receive the food collected. An estimated 30 million people face hunger every day in America. He presented a proclamation and asked all citizens to acknowledge that National Association of Letter Carriers Food Drive Day is May 14. He encouraged everyone to participate in this important event.

MR. PENN thanked the Council for its annual support. He noted that this is the largest single-day food drive in the nation. It started 13 years ago. To date, 646 million pounds of food have been collected for the needy. There are now 20 charities. He noted that five percent of the people that move into the Valley will show up in a food line somewhere in the Valley. He encouraged everyone to participate, as the need increases every year. He presented the Mayor with a T-shirt for this year's Letter Carriers Food Drive.
(9:37 - 9:40)
1-952

CEREMONIAL BACKUP

RECOGNITION OF THE NATIONAL ASSOCIATION OF LETTER CARRIERS FOOD DRIVE DAY

From the office of the Mayor

Proclamation

Whereas; on Saturday, May 14, 2005, the National Association of Letter Carriers will be conducting its Annual Food Drive; and

Whereas; this Help Stamp Out Hunger drive is being conducted in all 50 states and U.S. territories, in partnership with the United States Postal Service, Unite Way agencies and the AFL-CIO. Corporate sponsors are the Campbell Soup Company and the Second Harvest Food Banks; and

Whereas; 18 different charities will receive the food collected which include the Salvation Army, Catholic Charities, Jewish Family Services, Lutheran Services, National Association of Latin Americans, United Labor Agency of Nevada, as well as other food banks around the valley; and

Whereas; an estimated 30 million people face hunger every day in America, including 12 million children; and

Whereas; the National Association of Letter Carriers helps Las Vegas Stamp Out Hunger; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM MAY 14, 2005, TO BE:

National Association of Letter Carriers Food Drive Day

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE AND PARTICIPATE IN THIS WORTHWHILE ENDEAVOR.

In Witness Whereof:
BY THE POWERS GRANTED TO ME, I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF THE CITY OF LAS VEGAS TO BE AFFIXED THIS 14TH DAY OF MAY, 2005.

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

City of Las Vegas

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF ARBOR DAY

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation proclaiming April 29, 2005, to be Arbor Day

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR GOODMAN announced that a very important day was recently celebrated at Lorenzi Park. To issue the "official" Arbor Day proclamation, he called forward LARRY HAUGSNESS, Director of Field Operations. MAYOR GOODMAN indicated that Arbor Day was first observed with the planting of more than a million trees in Nebraska, and it is now observed throughout the nation and the world. During last week's Arbor Day celebration at Lorenzi Park, Las Vegas was also recognized as a Tree City USA by the National Arbor Day Foundation for the 13th year in a row for being innovative with tree planting practices.

MR. HAUGSNESS accepted the proclamation and stated that the Parks and Open Spaces Division is responsible for the maintenance of over 25,000 trees on City property. The City employs two certified licensed arborists to inspect and treat the trees. He acknowledged JOHN BLACK, Manager, Parks and Open Spaces, and his crew for all their fine work in keeping the trees healthy.

(9:40 - 9:42)

1-1057

CEREMONIAL BACKUP

RECOGNITION OF ARBOR DAY

Proclamation

From the office of the Mayor

Whereas; in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas; this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and Arbor Day is now observed throughout the nation and the world; and

Whereas; trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas; trees are a renewable resource giving as paper, wood for our homes, fuel for our fires and countless other wood products. Trees increase our property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas; Las Vegas has been recognized as a Tree City USA by the National Arbor Day Foundation ad desires to continue its tree planting practices; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM APRIL 29, 2005, TO BE:

Arbor Day

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO CELEBRATE ARBOR DAY AND SUPPORT EFFORTS TO PROTECT OUR TREES AND WOODLANDS.

In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 29TH DAY OF APRIL, 2005.

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

City of Las Vegas

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL

RECOGNITION OF ASIAN/PACIFIC ISLANDER HERITAGE MONTH

BACKUP DOCUMENTATION:
Submitted at meeting: copy of Proclamation proclaiming May 2005 as Asian and Pacific Islander Heritage Month

MOTION:
None required. A presentation was made.

MINUTES:
COUNCILMAN WOLFSON called forward JAMES YU to join him in making this recognition. Asian/Pacific Islander Heritage Month coincides with two key anniversaries, the arrival in the United States of the first Japanese Immigrants in May of 1843 and the completion of the Transcontinental Railroad in May of 1869. People of Asian and Pacific Island Heritage from more than 20 countries and island nations call Las Vegas home. They have contributed to the development and history of Las Vegas, including the Tomiyasu family, who farmed the Valley in the early 1900s and are considered pioneers of Las Vegas in areas such as China Town and Little Manila. There are also many Asian groups that operate in churches and in neighborhoods to strive to keep traditions and languages alive.

MR. YU accepted the proclamation on behalf of the Asian and Pacific Islander community and thanked the Council members for this great honor. He stated that the City of Las Vegas has always reached out to minority communities, and he would be glad to help the City of Las Vegas in anyway.
(9:42 - 9:45)
1-1111

CEREMONIAL BACKUP

RECOGNITION OF ASIAN/PACIFIC ISLANDER HERITAGE MONTH

City of Las Vegas
Office of the City Council

Proclamation

WHEREAS; *We, the Mayor and Members of the Las Vegas City Council are honored to designate May, 2005, as Asian and Pacific Islander heritage Month in the City of Las Vegas; and*

WHEREAS; *In recognition of Asian and Pacific Islander Heritage Month we are honored to pay special tribute to the Asian Chamber of Commerce and its membership for their support and contributions to the business community in the City of Las Vegas; and*

WHEREAS; *The Asian Chamber of Commerce is a conduit of business opportunities and a broker of information and resources for Asian Pacific American entrepreneurs; and*

WHEREAS; *The Asian Chamber of Commerce and it's membership contribute countless hours towards community and educational development programs which benefit all the residents of Las Vegas; now*

THEREFORE; *We, the Mayor and Members of the Las Vegas City Council, proudly proclaim May 2005 as*

Asian and Pacific Islander Heritage Month

We urge all citizens of Las Vegas to join with us in celebrating diversity and unity during our Centennial.

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese | Councilman Larry Brown | Councilman Lawrence Weekly

Councilman Michael Mack | Councilman Steve Wolfson | Councilwoman Lois Tarkanian

City of Las Vegas

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN ☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:
CEREMONIAL

RECOGNITION OF OUTSTANDING CITIZEN EVA SIMMONS

BACKUP DOCUMENTATION:
Submitted at meeting: copy of Proclamation proclaiming May 4, 2005, as Eva G. Simmons Day

MOTION:
None required. A presentation was made.

MINUTES:
Before making this presentation, COUNCILMAN WEEKLY wished everyone a happy "Cinco de Mayo."

He continued and recognized EVA SIMMONS as an outstanding citizen for all her contributions as a teacher. She has instilled in her students to work hard because nothing is given free. COUNCILMAN WEEKLY was pleased that a school was named in MRS. SIMMONS' honor.

MRS. SIMMONS came forward and accepted from MAYOR GOODMAN a Proclamation declaring May 4, 2005, as Eva G. Simmons Day. She thanked her friends, sorority sisters, and school principal in the audience and acknowledged her husband GEORGE, who came forward.
(9:45 - 9:51)
1-1230

RECESS: 9:51 - 9:53

CEREMONIAL BACKUP

RECOGNITION OF OUTSTANDING CITIZEN EVA SIMMONS

City of Las Vegas

Office of the Mayor and City Council

Proclamation

Whereas; *The Mayor and Members of the Las Vegas City Council are pleased to designate Wednesday, May 4, 2005 as Eva G. Simmons Day in the City of Las Vegas. We would like to take this opportunity to honor Mrs. Simmons for her many years of outstanding dedication and service to our community. We also would like to extend our sincere congratulations on the dedication of "Eva G. Simmons Elementary School" named in her honor; and*

Whereas; *Mrs. Simmons was born in Somerville, Texas on December 31st. She has been married to George Simmons, Jr. for 42 years and has two children and two grandchildren; and*

Whereas; *Mrs. Simmons received her Bachelor of Science Degree from the University of Texas and a Masters of Education from the University of Nevada, Las Vegas; and*

Whereas; *Mrs. Simmons began her career with the Clark County School District in 1964 as an elementary classroom teacher. She served the school district in many administrative positions, including Elementary School Principle; Coordinator, Compensatory Education; Assistant Personnel Manager; Director of Employee and Management Relations and Area Superintendent for the Elementary Education and Curriculum Division. Mrs. Simmons retired from the Clark County School District in 2001 after 37 years of distinguished service; and*

Whereas; *Mrs. Simmons is especially proud that the Clark County School District selected her as an International Year of the Child Honoree, inducted her into the Excellence in Education Hall of Fame, and presented her with a Participating Leadership Award. In addition to her service to public education, Mrs. Simmons history of public service has been recognized by Federal, State and local municipalities and a host of other private and public organizations; now*

Therefore; *We, the Mayor and Members of the Las Vegas City Council, hereby proudly proclaim May 4, 2005 as:*

Eva G. Simmons Day

In the City of Las Vegas and urge all citizens to join with us as we commend Mrs. Simmons for her outstanding dedication to our great community.

Mayor Oscar B. Goodman

Mayor Pro Tem Gary Reese | Councilman Larry Brown | Councilman Lawrence Weekly

Councilman Michael Mack | Councilman Steve Wolfson | Councilwoman Lois Tarkanian

City of Las Vegas

Agenda Item No. 1

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

None

MOTION:

REESE - Motion to bring forward and STRIKE Items 26, 58, and 61 and Hold in ABEYANCE Item 55 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no discussion.
(9:53 - 9:54)
1-1490

City of Las Vegas

Agenda Item No. 2

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 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 February 16, 2005

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED by Reference - UNANIMOUS

MINUTES:

There was no discussion.
(9:54)
1-1533

City of Las Vegas

Agenda Item No. 3

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Second Amendment to the Exclusive Negotiating Agreement (ENA) between City Parkway V, Inc., and Related Las Vegas, LLC, for the Union Park property bounded by Grand Central Parkway, Bonneville Avenue and the Union Pacific Railroad Rail Line, APNs 139-34-110-002 and 003 - Ward 5 (Weekly)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Through a Request For Proposal process, Related Las Vegas, LLC, has been selected as Master Developer to further the development of the 61-acre parcel known as Union Park. City Council approved the execution of an ENA with Related Las Vegas on January 5, 2005. The first amendment allowed City Parkway V, Inc. to contract directly with its own consultant for a market study. The second amendment is a 30-day extension of time to complete the Business Plan, Financial Plan and Phase 1 Phase Plan, and a 60-day extension of time to complete the DDA negotiations.

RECOMMENDATION:

Approval of authorization for the President of City Parkway V, Inc. to execute the amendment.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Second Amendment to the Exclusive Negotiating Agreement
3. Location Map

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed that the route involved in Item 52 might come close to the Third Street Promenade, for which his brother-in-law ANDREW DONNER is a managing partner, as well as the Lady Luck Casino, with which his brother-in-law has a contract and of which he is the new owner. However, since COUNCILMAN MACK did not believe the resolution would impact his brother-in-law's interests and they have not discussed it, COUNCILMAN MACK would be voting on Item 52.

MINUTES:

COUNCILMAN WOLFSON reported that the Real Estate Committee met to review the Real Estate

MINUTES - Continued:

item on the Consent Agenda and joined with the recommendation of staff that the item be approved by the City Council.

COUNCILMAN MACK requested Item 52 be pulled forward for discussion and that Items 69-73 be pulled out of order for action. JIM DiFIORE, Manager, Business Services, requested Item 7 also be pulled forward for discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 4, 2005
DEPARTMENT: BUSINESS DEVELOPMENT
ITEM DESCRIPTION: APPROVAL REGARDING SECOND AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN CITY PARKWAY V, INC. AND RELATED LAS VEGAS, LLC, FOR UNION PARK

The original Exclusive Negotiating Agreement was approved by City Council on January 5, 2005.

Related Las Vegas has deposited $500,000 with City Parkway V, Inc., $250,000 of which is reserved to pay for predevelopment expenses.

First Amendment to the Exclusive Negotiation Agreement was approved by City Council on March 16, 2005. The first amendment allowed City Parkway V, Inc. to contract directly with a consultant to perform a market study. Related Las Vegas agreed to pay for the market study from the $250,000 portion of the earnest money deposit reserved to pay for predevelopment expenses.

Second amendment provides a 30-day extension for Related Las Vegas to deliver the Business Plan for Phase 1, Financial Plan and Phase 1 Phase Plan.

Second amendment also provides a 60-day extension of time to complete the DDA negotiations.

DDA would be submitted to the clerks office by July 22, 2005 for the city council to review on August 3, 2005.

SECOND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT

THIS SECOND AMENDMENT TO EXCLUSIVE NEGOTIATION AGREEMENT ("Amendment") is entered into as of the 4th day of May, 2005 by and between CITY PARKWAY V, INC., a Nevada nonprofit corporation ("CPV") and RELATED LAS VEGAS, LLC, a Delaware limited liability company ("Developer"), on the terms and provisions set forth below.

WHEREAS:

A. CPV and Developer entered into that certain (i) Exclusive Negotiation Agreement dated January 5, 2005 and (ii) that First Amendment to Exclusive Negotiation Agreement dated March 16, 2005 (collectively referred to as the "Agreement").

B. CPV and Developer mutually desire to amend the Agreement as set forth in this Amendment in connection with the preparation of certain deliverables and Disposition and Development Agreement.

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

1. Definitions. Any terms used in this Amendment which are capitalized but not defined herein shall have the same meaning as set forth in the Agreement.

2. Term of Agreement. The term of the Agreement is hereby extended to and shall terminate on August 3, 2005.

3. Deliverables. The Parties agree that the following dates are agreed upon for delivery of the following respective deliverables required of Developer under the Agreement:

a) The Business Plan for Phase 1 shall be delivered by June 6, 2005;

b) The financial plan required by subsection 3(d) of the Agreement shall be

submitted by June 6, 2005;

c) The Phase 1 Phase Plan required by subsection 3(g) of the Agreement shall be submitted by June 6, 2005; and

d) The Parties agree to pursue a mutually acceptable DDA as required by subsection 3(h) of the Agreement for submission by June 6, 2005; and

e) Said DDA will be submitted to the Clerk of the City no later than July 22, 2005 for the August 3, 2005 City Council agenda.

4. Miscellaneous.

(a) Severability. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Amendment and the remaining provisions shall remain in full force and effect.

(b) Captions. The captions contained in this Amendment are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Amendment.

(c) Counterparts. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment on the date set forth above.

CITY PARKWAY V, INC., a

Nevada nonprofit corporation

By_____

Title _____

RELATED LAS VEGAS, LLC,

a Nevada limited liability company

By_____

Title _____

ATTEST:

_____

APPROVED AS TO FORM:

_____

4-26-05

Attachment "A"

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 Ls 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**
Related Las Vegas, LLC
Name 60 Columbus Circle
Address NY, NY 10023
Telephone 212-801-1097
EIN or DUNS 13-367-6645

Block 2 **Description**
Subject Matter of Contract/Agreement
Union Park Master Development
RFP# 050006 - DK

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

Attachment "A" Continued

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.	Stephen M. Ross	60 Columbus Circle NY NY	212-421-5333
2.	Jorge M. Perez	" "	" "
3.	Kenneth A Himmel	60 Columbus Circle NY NY	212-421-5333
4.	Jeff T Blau	" "	" "
5.	Martin S. Burger	" "	" "
6.	Ronald W. Vaclrow	" "	" "
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 ar 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

State of Nevada
County of Clark

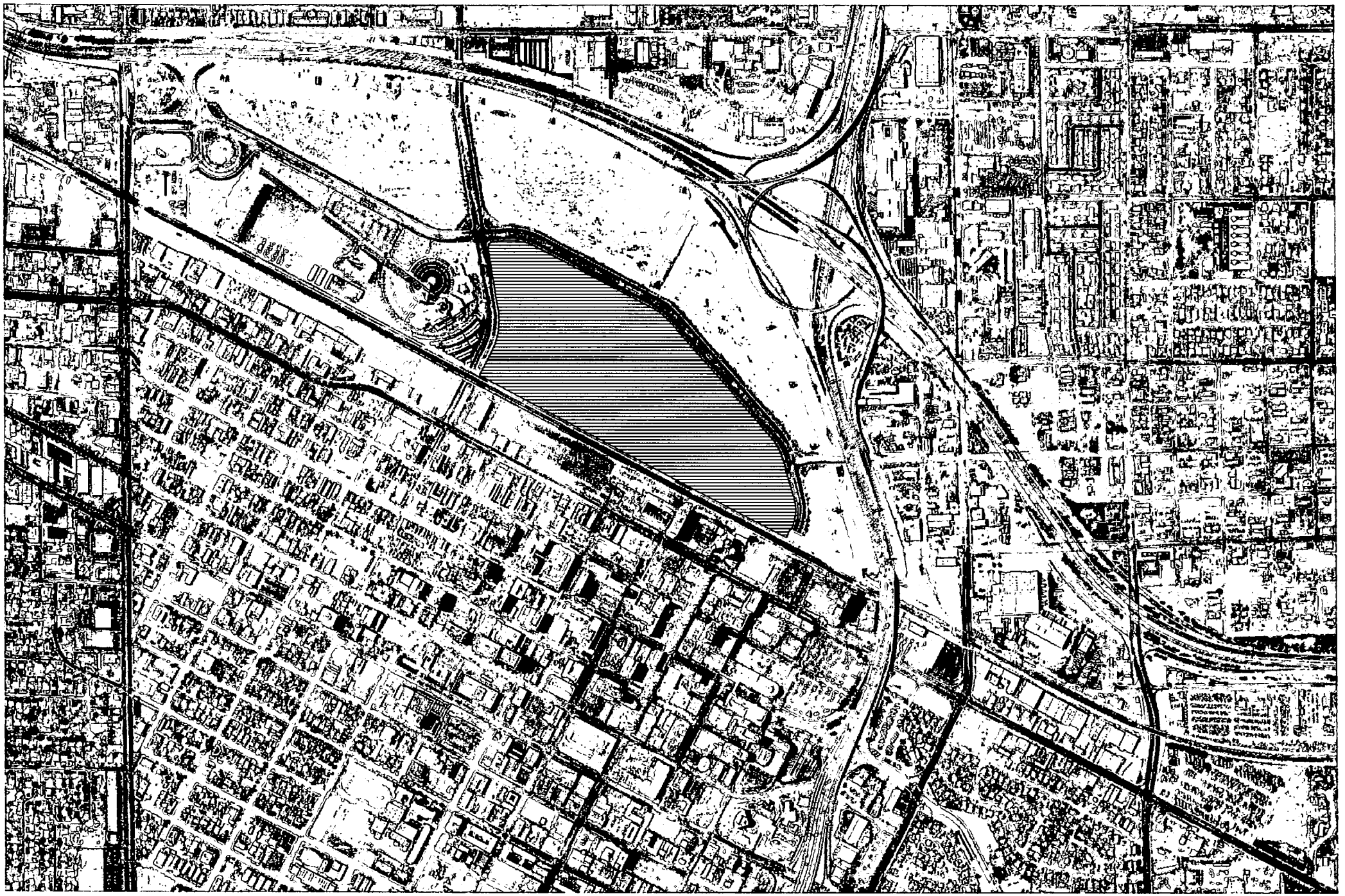
Subscribed and sworn to before me this 26th day of April, 2005

Debra Hume
Notary Public

X _____
Name

4-26-05
Date

Notary Public-State Of Nevada
COUNTY OF CLARK
DEBRA HUME
My Appointment Expires
July 10, 2005
No. 01-69763-1



City of Las Vegas

Agenda Item No. 4

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of retention of Quirk & Tratos to represent the City in the matter of City of Las Vegas v. Kevin Knuhtsen, et al., United States District Court Case No. CV-S-05-0307-PMP-RJJ for an amount not to exceed $50,000

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$50,000.00
[X]	**Budget Funds Available**	**Dept./Division:**	City Attorney
[ ]	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:

ci.las-vegas.nv.us is one of the City's domain names. Rules enacted by the United States Department of Commerce provide that ci. domain names are reserved for the exclusive use of municipalities. NeuStar, Inc., of Virginia, contracted with the Department of Commerce in 2001 to administer all of the .us domain names. The previous administrator had delegated responsibility for administrating the .nv names to Kevin Knuhtsen and Creative Genious. Starting in late 2004 City IT employees noticed that the City's ci.las-vegas domain had been hijacked. The new website was Fabulous Las Vegas, a commercial website. NeuStar admits "the problem of locality squatting is prevalent across current locality delegations." The City complained to Kevin Knuhtsen, Creative Genious, and Jeffrey Neuman, Esq., in-house counsel for NeuStar, Inc., to no avail. Quirk & Tratos, a local law firm specializing in intellectual property and cyberlaw, has been retained to recover the website.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 5

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FIELD OPERATIONS

DIRECTOR: LARRY HAUGSNESS [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Line Extension Agreement for electrical services to Metro Traffic Bureau facility - Department of Field Operations - Award to: NEVADA POWER COMPANY ($14,119 - Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$14,119.00
[X]	**Budget Funds Available**	**Dept./Division:**	Field Operations/Admin
[ ]	**Augmentation Required**	**Funding Source:**	Capital Project Funds

PURPOSE/BACKGROUND:

This request will provide the necessary part of this project for the installation of electrical services. Before Nevada Power will sign the line extension agreement, the agreement must be executed and required fees paid.

RECOMMENDATION:

That the City Council approve the Line Extension Agreement for electrical services to the Metro Traffic Bureau facility in the amount of $14,119.

BACKUP DOCUMENTATION:

Line Extension Agreement

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

Nevada Power.

RULE 9

LINE EXTENSION AGREEMENT

Contract No: **LEA0000177880A**
Project No: **0000177880**
Date Prepared: **03/21/2005**

BASIS

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

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

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

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

WITNESSETH

A. Applicant has applied to the Utility for the electric services at the following described property owned or controlled by Applicant, located in the County of Clark, State of Nevada, to-with: ST. LOUIS NAD ALANTIC ST..

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

C. Utility estimates the design and construction of the Line Extension to be $15,778.00. The amount advanced by Applicant ("Advance") upon execution of this Agreement is $14,119.00 and is subject to the following:

That portion of Advance subject to refund, inclusive of tax per Rule 9 section B - 4 is $11,679.00.

That portion of Advance, inclusive of tax, that is defined as a non-refundable Contribution In Aid of Construction (customer upgrades, relocations and removals) is $993.00.

That portion of Advance, a non-cash contribution in aid of construction tax (trenching and substructures), that is not subject to refund is $1,447.00 Per Rule 9 Section A-7.

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

The allowance pursuant to Rule 9, Section B - 3 is $5,400.00.

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

Contract No.	Dated	Expiration	Title

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

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

Project No.	Initiated	Title

AGREEMENT

1. Definitions

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

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

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

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

i) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's total load requirements, or

ii) The shortest practical route deemed suitable by Utility.

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

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

i) UTILITY Cost or Costs are determined in accordance with Utility's normal accounting system using procedures prescribed by the Public Utilities Commission of Nevada or the Federal Energy Regulatory Commission.

ii) Cost or Costs include without limitation those for such things as: labor; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to UTILITY facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC], and improvements to real property that are related to Utility's facilities but not directly related to electrical requirements, such as fencing and landscaping, and will be reduced by any applicable salvage value.

iii) The application of Costs will be specified in the Agreement as an "actual" (subject to true-up), "fixed" (not subject to true-up), or "estimated."

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

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

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

2. Description and Design of Line Extension Project

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

3. Project Cost ,Cash Advance and Refunds

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

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

4. Applicant's Obligations

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

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

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

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

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

i. Incomplete or inaccurate data and other information supplied to Utility by Applicant, or

ii. Changes effecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

iii. That were installed based on surveys or staking provided by the Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities

4.6 For facilities installed by the Applicant:

a) Applicant will allow Utility to inspect the construction or installation of such facilities for Acceptance.

b) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

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

5. Property Rights

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

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

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

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

6. Guarantees

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

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

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

7. Defaults

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

8. Confidentiality

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

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

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

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

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

9. Force Majeure

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

a) Causes beyond a Party's control may be referred to as Force Majeure Events and include such things as: acts of God, fire, flood or other catastrophes, adverse weather conditions, material or facility shortages, the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties.

b) An act or omission is not deemed to be beyond a Party's control if it is:

i. Related to any payment obligation,
ii. Caused by normal wear and tear, or
iii. Committed, omitted or caused by that Party, its agents, or affiliates.

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

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

b) Give the other Party adequate assurances that the suspension of performance will be of no greater scope and of no longer duration than is required by the Force Majeure Event. Such assurances must include explanation of the remedial action to be taken and the projected time period necessary to correct the Force Majeure Event.

c) Give immediate written notice to the other Party when the Party is able to resume performance of its obligations under this Agreement.

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

10. Representations

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

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

11. Precedence

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

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

12. Miscellaneous Provisions

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

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

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

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

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

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

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

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

13. Term And Termination

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

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

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

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

14. Notices

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

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

Nevada Power

RULE 9

LINE EXTENSION AGREEMENT

Contract No: **LEA0000177880A**
Project No: **0000177880**
Date Prepared: **03/21/2005**

	UTILITY	Applicant
Address	6226 W. Sahara Ave. Las Vegas, NV 89146	400 east stewart las vegas, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E.LONE MOUNTAIN RD LAS VEGAS, NV 89031 MS: 92B	,
Tax ID #		88-6000-1-98
Project Coordinator	DEAN DAMER	. .
Telephone	702/275-6295	
Cellular Telephone		
FAX		
Email Address	DD13155	

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

NEVADA POWER COMPANY

By: _____

Name: ADELMA THOM

Title: Team Leader, New Business LVN

Date: _____

City of Las Vegas

By: _____

Name: _____

Representing: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
Thomas L. Green 4/5/05
Date

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

Customer:

Project Name: METRO TRAFFIC BUREAU RENOVATIO Project ID: 0000177880

Contract No.: Tax ID: Version: 1

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

The current tax rate is: 31.0000%

A) REFUNDABLE TAXABLE AMOUNT (252.000)

[X] CONTRACTS - LEA, MP	8,915
[ ] ATTACH TO AN EXISTING LE/LEA/MP	
[ ] PRE-DESIGN	
Total:	8,915

B) REFUNDABLE TAX (253.000)

(A) X 31.0000 = 2,764

D) NON-REFUNDABLE TAX (253.030)

(C) X 31.0000 = 116

C) NON-REFUNDABLE TAXABLE AMOUNT (107.000)

[ ] CONTRACT - CIAC OVER 20,000	
[ ] CIAC (RELOCATION) UNDER 20,000	375
[ ] CUSTOMER PAID OT	
[ ] UTILITY SHARED TRENCH	
[ ] CUSTOMER REVISION	
[ ] CUSTOMER UPGRADE	
[ ] ATTACHMENT TO EXISTING LE/MP	0
Total:	375

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

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

Estimated value of non-cash contribution: 4,669 X 31.0000

(Trench Tax) = 1,447

F) REFUNDABLE / NON-TAXABLE AMOUNT (252.000)

Total: 0

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

[ ] FOR THE PUBLIC GOOD / TAX EXEMPT OVER	
[ ] FOR THE PUBLIC GOOD / TAX EXEMPT UNDER	
[ ] TEMPORARY POWER	
[ ] CUSTOMER PAID OT	
[ ] CUSTOMER REVISION	
Total:	0

ON-REFUNDABLE / NON-TAXABLE AMOUNT (108.000)

[ ] CONTRACT CIAC REMOVAL OVER 20,000	
[X] NO CONTRACT REMOVAL UNDER 20,000	502
[ ] CUSTOMER PAID OT	
[ ] CUSTOMER REVISION	
Total:	502

Total A) REFUNDABLE TAXABLE (252.000)	**A =**	8,915
Total B) REFUNDABLE TAX (253.000)	**B =**	2,764
Total C) NON-REFUNDABLE TAXABLE (107.000)	**C =**	375
Total D) NON-REFUNDABLE TAX (253.030)	**D =**	116
Total E) NON-REFUNDABLE TAX (253.090)	**E =**	1,447
Total F) REFUNDABLE / NON-TAXABLE (252.000)	**F =**	0
Total G) NON-REFUNDABLE / NON-TAXABLE (107.000)	**G =**	0
Total H) NON-REFUNDABLE / NON-TAXABLE (108.000)	**H =**	502
Total Advance		
	Customer Advance =	14,119

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

CUSTOMER: _____ **Date:** _____

NEVADA POWER COMPANY: _____ **Date:** _____

Rev. 08/08/01

City of Las Vegas

Agenda Item No. 6

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

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

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$58,843,612.51
[X]	**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 04/01/05 - 04/15/05

Total Services and Materials Checks: $6,903,515.67
Total Services and Materials EFT Payments: $385,537.20
Total Wire Transfers: $45,695,964.94
Total Payroll Checks: $5,858,594.70

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Summary of Cash Expenditures

For period of 4/1/05-4/15/05

Total Services & Materials Checks :	**$6,903,515.67**
Total Services & Materials EFT Payments :	**$385,537.20**
Total Wire Transfers:	**$45,695,964.94**
Total Payroll Checks:	**$5,858,594.70**
Grand Total:	**$58,843,612.51**

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

Mark R Vincent
Director of Finance

Barbara Ronemus
City Clerk

On MAY 4, 2005, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

City of Las Vegas

Agenda Item No. 7

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
ABEYANCE ITEM - Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 9 slots subject to Health Dept. regulations, Golamis Ventures, Inc., dba From: Cafe Nicolle, To: Kiss, 4760 West Sahara Avenue, Suite 13, Anthony P. Golamis, Dir, Pres and Marlene E. Golamis, Dir, Secy, Treas, 100% jointly as husband and wife - Ward 1 (Tarkanian)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:
Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 9 slots.

RECOMMENDATION:
Recommendation to be provided at the City Council meeting.

BACKUP DOCUMENTATION: AMENDMENT ATTACHED
None

MOTION:
TARKANIAN - APPROVED subject to Council review on 9/21/2005 and directing staff to monitor for code compliance, to provide a progress report to the Council, and to bring the matter back before Council should any serious concerns arise before the review date

MINUTES:
The applicant was not present.

Under Item 3, JIM DIFIORE, Manager, Business Services, requested this matter be pulled for discussion. He advised the Council that staff has had concerns with certain activity at this establishment over the past few weeks, including minors at the bar and lease of the facility for private parties without a regular business license. He suggested approval subject to a review prior to renewal of the liquor license on 9/21/2005.

MAYOR GOODMAN verified with MR. DiFIORE that the applicant was notified via letter about this matter being pulled for discussion.
(9:54 - 9:58/9:58 - 10:00)
1-1545/1-1664

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of May 4, 2005

Date Submitted: April 7, 2006

Amendment to Item #7

NOTE: Motion of the Final Minutes should be amended to reflect the UNANIMOUS vote previously omitted.

NOTE: Subsequent to finalization of the Minutes, a Verbatim Transcript was made a part of the Final Minutes.

Submitted By: Carmel Troads

Signature: Barbara L. Roman

City Clerk or Chief Deputy

Date: 4/13/06

CITY COUNCIL MEETING OF
MAY 4, 2005

VERBATIM TRANSCRIPT – ITEM 7

ABEYANCE ITEM – Approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 9 slots subject to Health Dept. regulations, Golamis Ventures, Inc., dba From: Café Nicolle, To: Kiss, 4760 West Sahara Avenue, Suite 13, Anthony P. Golamis, Dir, Pres and Marlene E. Golamis, Dir, Secy, Treas, 100% jointly as husband and wife

Appearance List:

JIM DiFIORE, Manager, Business Services

OSCAR GOODMAN, Mayor

LOIS TARKANIAN, Councilwoman

(9:54 – 9:58/9:58 – 10:00)

1-1545/1-1664

6 minutes

Typed by: Carmel Viado

Proofed by: Ydoleena Yturralde

VERBATIM TRANSCRIPT – ITEM 7

JIM DiFIORE

Mayor.

MAYOR GOODMAN

I hear you. Oh, Mr. DiFiore.

JIM DiFIORE

Mayor, I'd like to call or request that the Council bring Item Number 7 forward for discussion.

MAYOR GOODMAN

All right. Thank you.

END OF RELATED DISCUSSION

RESUMED RELATED DISCUSSION

COUNCILWOMAN TARKANIAN

Um, Mr. Mayor.

MAYOR GOODMAN

Yes.

COUNCILWOMAN TARKANIAN

I –

MAYOR GOODMAN

Councilwoman.

COUNCILWOMAN TARKANIAN

I wanted to just, if I could, point out something on – Item Number 7. Could we perhaps pull that or –

MAYOR GOODMAN

It is going to be pulled.

COUNCILWOMAN TARKANIAN

Oh, okay.

MAYOR GOODMAN

It – will be.

COUNCILWOMAN TARKANIAN

I wanted to make sure.

MAYOR GOODMAN

Yes.

COUNCILWOMAN TARKANIAN

Thank you.

MAYOR GOODMAN

No problem.

END OF RELATED DISCUSSION

RESUMED RELATED DISCUSSION

VERBATIM TRANSCRIPT – ITEM 7

MAYOR GOODMAN

All right. We'll call Item Number 7 forward. This is approval of Change of Business Name for a Tavern License and a Restricted Gaming License for 9 slots subject to Health Department regulations for Golamis Ventures, Inc., doing business from Café Nicolle, to Kiss, 4760 West Sahara Avenue, Suite 13. Mr. DiFiore.

JIM DiFIORE

Mayor, Members of the Council, I asked that this item be brought forward because even though this is just a change of business name, I do want to bring to the Council's attention that we have had concerns with the activity at this establishment over the last few weeks. Activity including minors in bar and leasing out the facility for private – parties without the regular business license for that. My comments to the –

MAYOR GOODMAN

May I ask you this, Mr. DiFiore.

JIM DiFIORE

Yes.

MAYOR GOODMAN

Have you advised the applicant that we would bringing this matter forward?

JIM DiFIORE

Yes, I did. By letter.

MAYOR GOODMAN

By letter.

JIM DiFIORE

Last week.

MAYOR GOODMAN

And when was that sent, do you know?

JIM DiFIORE

I think it was Tuesday or Wednesday of last week.

MAYOR GOODMAN

Because I – I'm always very hesitant, if we're going to take a matter off the consent agenda and then act upon it without giving the party the opportunity to be heard.

JIM DiFIORE

They were requested to come to the meeting by letter last week.

MAYOR GOODMAN

All right. All right. Thank you.

JIM DiFIORE

Okay.

MAYOR GOODMAN

Go ahead.

JIM DiFIORE

And – my purpose for bringing this again is just to bring to the Council's attention some of the issues and concerns that we have. And although I do not object to the name being changed from Café Nicolle to Kiss, I would suggest that we have a review of this license in six months or prior to the renewal of the liquor license, which I believe the Council meeting date would be September 21st, 2005.

MAYOR GOODMAN

All right. Thank you. All right. And – Councilwoman.

COUNCILWOMAN TARKANIAN

Yes. I – had the same concerns and also, through personal contacts, am aware that minors have been served at this establishment. **I would move to approve the change of business name, but ask that staff monitor for code appliance (sic) and other concerns, and provide a progress report to us, and if there are any serious concerns between now and September 21st, bring it back to the Council.**

MAYOR GOODMAN

All right. Thank you very much. Let's – vote please. Post. Motion carries. (Motion carried unanimously)

(END OF DISCUSSION)

/cv; yy

City of Las Vegas

Agenda Item No. 8

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Whole Foods Market, Inc., Location: Whole Foods Market, 8855 West Charleston Boulevard, Dates: May 8, 28, June 11, 19, 21, 2005, Type: Special Event Beer/Wine, Event: Beer & Wine Tastings, Responsible Person in Charge: Penelope de Vries - Ward 2 (Wolfson)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Approval of a Special Event License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 9

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Mexican Patriotic Committee, Location: Freedom Park, 850 North Mojave Road, Date: May 8, 2005, Type: Special Event Beer/Wine, Event: Family Picnic, Responsible Person in Charge: Eddie Escobedo - Ward 3 (Reese)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Approval of a Special Event License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 10

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots subject to Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, Acosta Enterprises, dba Rincon Latino #2, 4505-4507 West Sahara Avenue, Leonardo A. Garcia, Dir, Pres, Treas, 50%, Graciela Garcia, Dir, Secy, 50% - Ward 1 (Tarkanian)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Approval of a Beer/Wine/Cooler Off-sale License and a Restricted Gaming License for 7 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

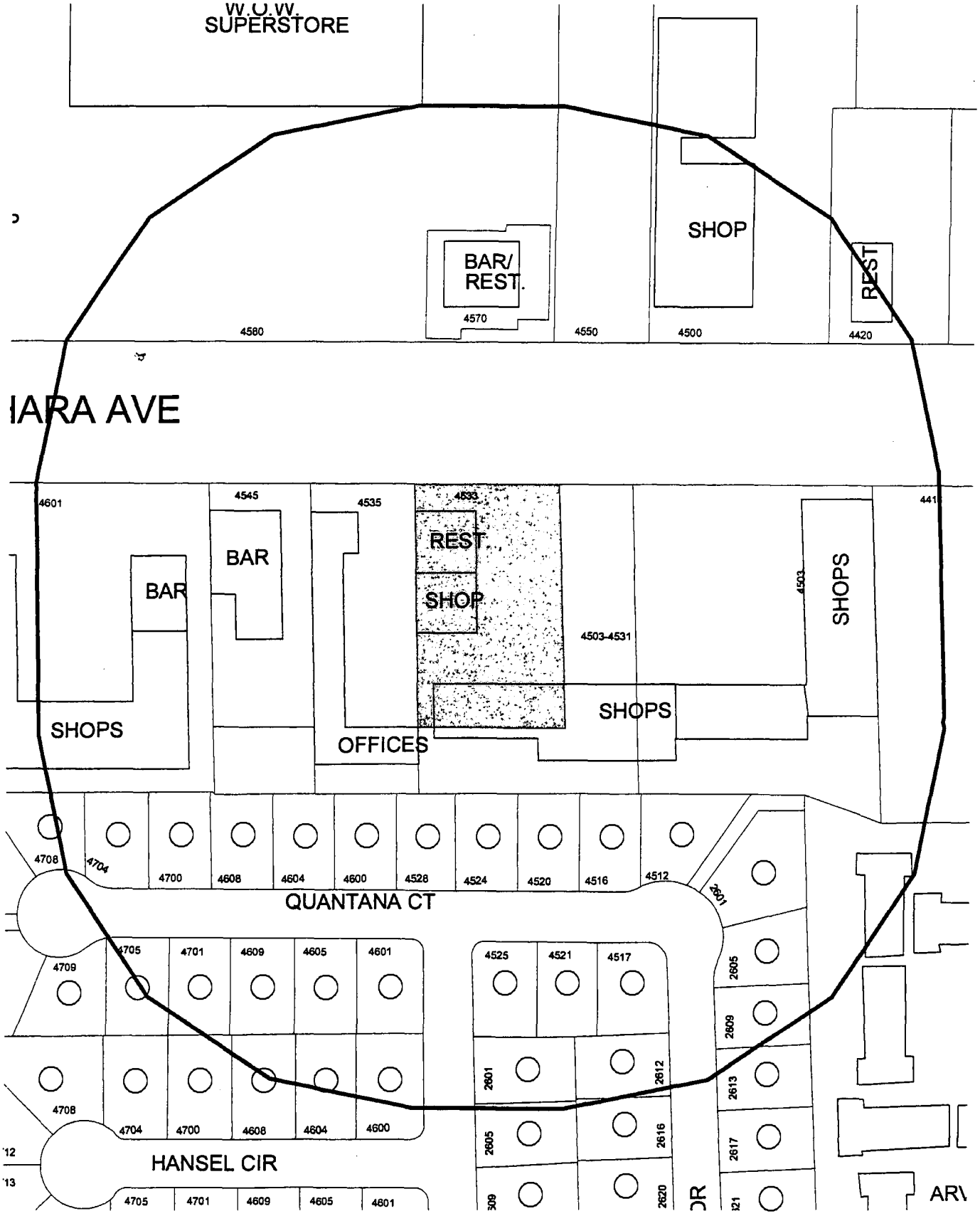
REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

RINCON LATINO #2



City of Las Vegas

Agenda Item No. 11

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a new Restricted Gaming License for 7 slots subject to confirmation of approval by the Nevada Gaming Commission, Saint's Resources, Inc., dba Orchid Stop-n-Shop, 6101 Vegas Drive, Noel S. Miranda, Dir, Pres, Secy, Treas, 100% - Ward 5 (Weekly)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 7 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

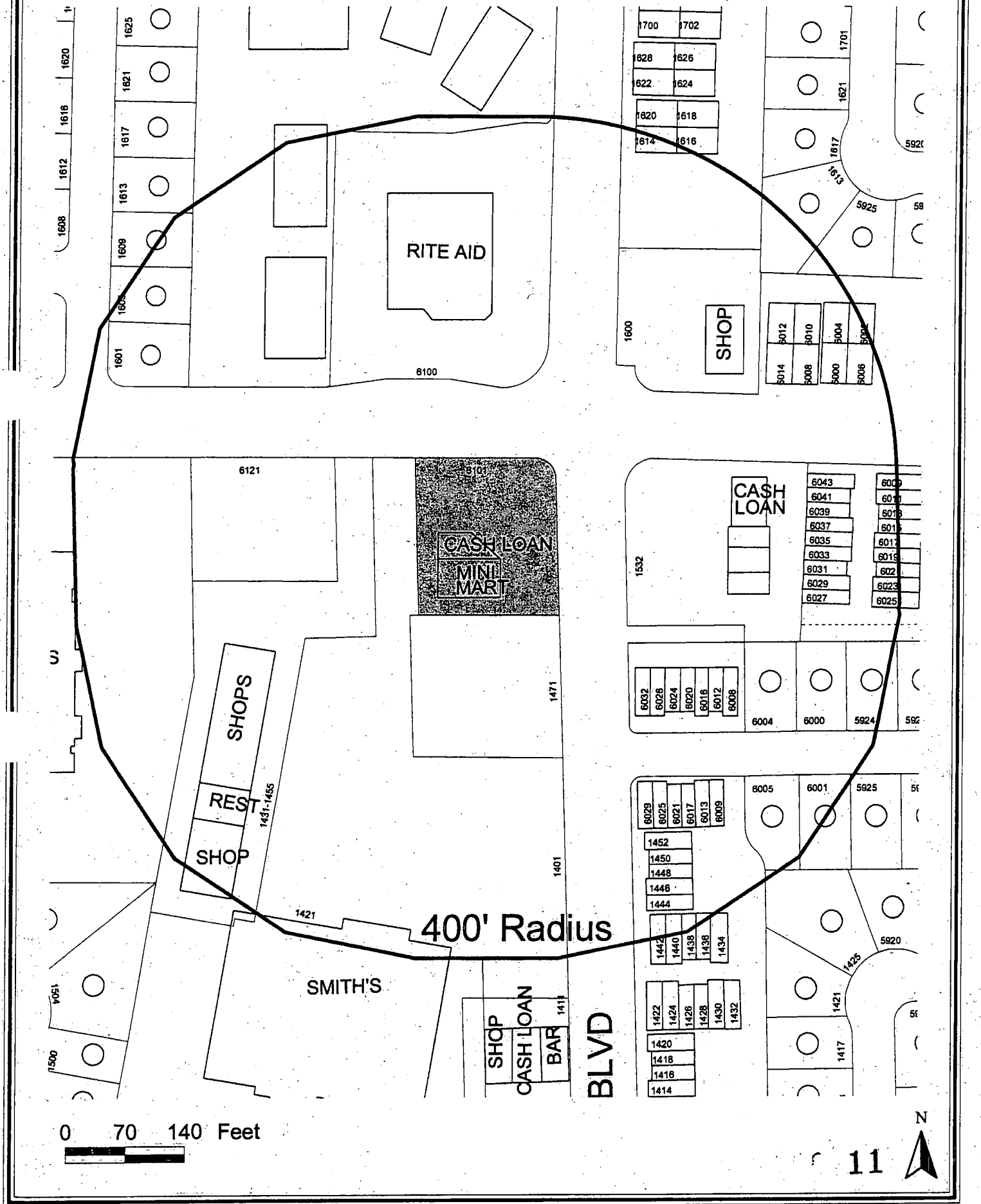
REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

ORCHID STOP-N-SHOP



City of Las Vegas

Agenda Item No. 12

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a new Restricted Gaming License for 15 slots subject to confirmation of approval by the Nevada Gaming Commission, JCK Ventures, LLC, dba Heights, 465 South Decatur Boulevard, Lorri A. Campbell, Mgr, The JCK Family Trust, Mmbr, 95%, Lorri A. Campbell, Trustee, Candace L. Campbell, Mmbr, 5% - Ward 1 (Tarkanian)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

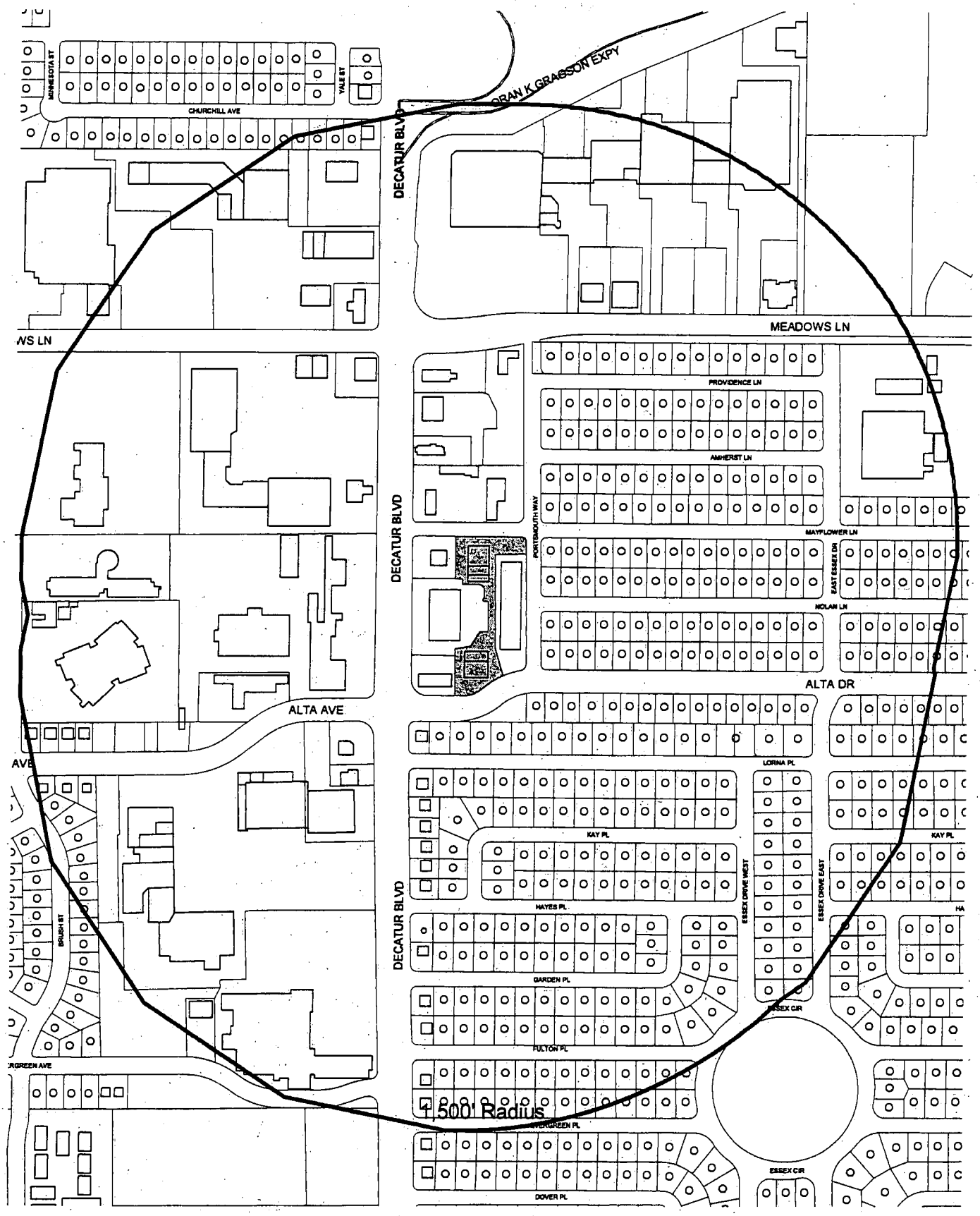
REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

HEIGHTS


CHURCHILL AVE
MINNESOTA ST
YALE ST
DECATUR BLVD
ORAN K GRAISSON EXPY
MEADOWS LN
PROVIDENCE LN
AMHERST LN
PORTSMOUTH WAY
MAYFLOWER LN
EAST ESSEX DR
NOLAN LN
ALTA DR
ALTA AVE
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KAY PL
HAYES PL
GARDEN PL
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EVERGREEN PL
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City of Las Vegas

Agenda Item No. 13

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Enrique Tinoco, Location: 103 East Charleston Boulevard, Suite 107, Dates: May 6-7, 2005, Type: Special Event Beer/Wine, Event: First Friday of May, Responsible Person in Charge: Enrique Tinoco - Ward 1 (Tarkanian)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Approval of a Special Event License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 14

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of award of Bid Number 04.15341.29-LED, Detention & Enforcement Closed Custody Unit No.7 HVAC Renovation and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Detention & Enforcement - Award recommended to: YORK INTERNATIONAL CORPORATION ($116,810 - Detention & Enforcement Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$116,810.00
[X]	**Budget Funds Available**	**Dept./Division:**	: Detention & Enforcement
[ ]	**Augmentation Required**	**Funding Source:**	Detention & Enforcement CPF

PURPOSE/BACKGROUND:

This project consists of the installation of new wall mounted HVAC units to existing cells and revamping the existing HVAC system and electrical panels. The site is located at 3300 Stewart Avenue.

PCC: L. E. Davis
POC: Dennis Downing - (702) 873-8700

RECOMMENDATION:

That the City Council approve the award of Bid Number 04.15341.29-LED, Detention & Enforcement Closed Custody Unit No. 7 HVAC Renovation to York International Corporation in the amount of $116,810 and approve a construction conflicts and contingency reserve of $8,176.70. Authority to execute the contract is given to the Purchasing Manager per R-88-2004

BACKUP DOCUMENTATION:

Abstract

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

BID ABSTRACT

Detentic .iorcement Closed Custody Unit #7-HVAC . .ovation

04.15341.29-LED

CL-2005-200

		York International Corporation
ITEM NUMBER	**ITEM DESCRIPTION**	**LUMP SUM AMOUNT**
1	All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$ **116,810.00**
	Architect/Engineer Estimate	$ 137,695.00
	Responsive Bidder	Yes
	Responsible Bidder	Yes

TO: John McNellis. Please review and approve award to York International Corporation

prior to March 30, 2005 for Council award on Apr. 20, 2005.

Purchasing & Contracts Representative — March 28, 2005 — Date

Department/Division Signature — 3-29-05 — Date

14

BID EVALUATION CHECKLIST
DETENTION ENFORCEMENT CLOSED CUSTODY UNIT #7-HVAC RENOVATION
04.15341.29-LED
CL-2005-200

	York International Corporation
BID EVALUATION CRITERIA	**BIDDER 1**
BID PROPOSAL SIGNED	Yes
BID SECURITY	Yes
BID SCHEDULE COMPLIANCE	Yes
ACKNOWLEDGE ADDENDA	Yes
ATTENDED MANDATORY PREBID	N/A
5% SUBCONTRACTOR LISTING	Yes
1% SUBCONTRACTOR LISTING	Yes
SUPPLIER LISTING	N/A
CONFIRMED BID SCHEDULE PRICING	N/A
BIDDER'S PREFERENCE APPLICABLE	N/A
GC LICENSE VERIFICATION	Yes
SUBS LICENSE VERIFICATION	Yes
LABOR COMMISSIONER DEBARRMENT	NO on list
CLV BUSINESS LICENSE	Yes
SUPERINTENDENT RESUME	Yes
SCHEDULE OF VALUES	Yes
COMPLETED PROJECT LISTING	Yes
M/W/DVBE GOOD FAITH EFFORTS	Yes
Bldg & Site Mtn Cost	Min
COMMENTS:	
PREPARED BY:	Lloyd Lowe
APPROVED BY:	

City of Las Vegas

Agenda Item No. 15

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Preapproval of award of Bid No. 05.15341.11-LED, Bruce Trent and Lorenzi Parks, Tennis Courts Resurfacing to the lowest responsive and responsible bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works and Leisure Services - ($95,000 - Multipurpose Special Revenue Fund and General Fund) - Wards 4 and 5 (Brown and Weekly)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$95,000.00
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works & Leisure Services
[ ]	**Augmentation Required**	**Funding Source:**	Multipurpose SRF & General Fund

PURPOSE/BACKGROUND:

This project consists of all work associated with the resurfacing of eight tennis courts located at Lorenzi Park and two tennis courts located at Bruce Trent Park. The work includes, but is not limited to; removal of top surface, filling and sealing cracks within the base, resurfacing the courts and striping the courts.

POC: L. E. Davis

RECOMMENDATION:

That the City Council preapprove the award of Bid No. 05.15341.11-LED, Lorenzi and Bruce Trent Parks, Tennis Courts Resurfacing to the lowest responsive and responsible bidder and approve the construction conflicts and contingency reserve set by Finance and Business Services. Authority to execute contract is given to the Purchasing Manager per R-88-2004

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 16

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of the rejection of bid and award of Bid No. 050554-KF, Annual Requirements Contract for Soda Ash - Department of Public Works - Award recommended to: BRENNTAG PACIFIC, INC. (Estimated annual amount of $270,000 - Sanitation Enterprise Fund)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$270,000.00
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works/Environmental
[ ]	**Augmentation Required**	**Funding Source:**	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This request provides for an annual requirements contract for Soda Ash at the Water Pollution Control Facility. Staff recommends rejection of a non-responsive bid from the apparent low bidder for failure to submit three required documents (Third Party Certification, Descriptive Literature of Manufacturing Process and List of Raw Materials/Percentage) relating to the quality of the product bid.

PCC: K. Falline
POC: Michael Stephens - (562) 903-962

RECOMMENDATION:

That the City Council approve the rejection of bid and award of Bid No. 050554-KF, Annual Requirements Contract for Soda Ash to Brenntag Pacific, Inc. from July 1, 2005 through June 30, 2006 with four (4) one-year options to renew in the estimated annual amount of $270,000.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 17

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Approval of award of Contract No. 050571 for Geodatabase Design Services - Department of Information Technologies - Award recommended to: HANSEN INFORMATION TECHNOLOGIES, INC. ($164,812 - General Fund)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$164,812.00
[X]	**Budget Funds Available**	**Dept./Division:**	Information Technologies
[ ]	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:

This contract will provide for GIS database design services to assist the City in migrating its GIS systems to the latest version of the GIS software and to develop a higher level of integration between the City's GIS and Hansen permit tracking, land management and customer service systems. This request is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), professional services.

PCC: D. Kaplan
POC: Chris Crupi - (480) 503-1397

RECOMMENDATION:

That City Council approve the award of Contract No. 050571 to Hansen Information Technologies, Inc. in the amount of $164,812. Authority to execute Contract is given to Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate of Disclosure of Ownership/Principals

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name: HANSEN INFORMATION TECHNOLOGIES, INC.
Address: 11092 SUN CENTER DRIVE RANCHO CORDOVA, CA 95670
Telephone: (916) 921-0883 (800) 821-9316
EIN or DUNS

Block 2 **Description**
Subject Matter of Contract/Agreement
Geodatabase Design Services
RFP#

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.	Charles A Hansen* (90%) Chairman/CEO/President	Hansen Information Technologies Inc. 11092 Sun Center Drive Rancho Cordova, CA 95670	(916) 921-0883, extension 3500
2.	Marie Hansen Family Trust* (10%)	3601 Arden Creek Road Sacramento, CA 95825	(916) 481-2922
	* 100% voting held by Charles Hansen		

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

JANINE J. MULLINIX
Comm. # 1408951
NOTARY PUBLIC - CALIFORNIA
Sacramento County
My Comm. Expires April 1, 2007

Name

3-24-05
Date

Subscribed and sworn to before me this 24 day of March, 2005

Notary Public

City of Las Vegas

Agenda Item No. 18

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of award of Bid No. 050576-TG for Sound Equipment - Department of Field Operations - Award recommended to: SYSTEMS SERVICES, INC. ($40,851.44 - General Fund)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$40,851.44
[X]	**Budget Funds Available**	**Dept./Division:**	Field Operations
[ ]	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:

This request is for the purchase of sound equipment to be used in the City of Las Vegas Council Chambers

RECOMMENDATION:

That the City Council approve the award of Bid No. 050576-TG, for Sound Equipment to Systems Services, Inc. in the amount of $40,851.44.

PCC: A. Green
POC: Michael H. Mahoney - (702) 645-8417

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 19

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of issuance of a purchase order for SCBA Air Packs - Department of Fire Services - Award recommended to: DRAEGER SAFETY, INCORPORATED ($73,519 - General Fund)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$73,519.00
[X]	**Budget Funds Available**	**Dept./Division:**	Fire Services
[ ]	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:

This request provides for the purchase of SCBA Air Packs for Fire Services Bomb Squad.

This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(a) Items which may only be contracted from a sole source.

PCC: G Leaf
POC: James Eder - (949) 395-2172
CFN: 050609

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for SCBA Airpacks, in the amount of $73,519 to Draeger Safety, Incorporated.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 20

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of issuance of a purchase order for the purchase of a Vehicle Exhaust Removal System - Department of Field Operations - Award recommended to: AIR CLEANING SYSTEMS ($32,826.50 - Automotive Services ISF)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$32,826.50
[X]	**Budget Funds Available**	**Dept./Division:**	Field Operations
[ ]	**Augmentation Required**	**Funding Source:**	Automotive Services ISF

PURPOSE/BACKGROUND:

This request provides for the purchase and installation of a vehicle exhaust removal system to be installed in the Fleet & Transportation Services Division, East Service Center at 3128 East Bonanza Road.

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

PCC: T. Maino
POC: Keith Graham - (800) 998-1974

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for a Vehicle Exhaust Removal System to Air Cleaning Systems in the amount of $32,826.50.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 21

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of revision to purchase order 215281 for an annual requirements contract for Food Services for Detention & Enforcement Facility, 3300 Stewart Avenue - Department of Detention and Enforcement - Award to: INSTITUTIONAL FOODSERVICE MANAGEMENT ($180,000 - General Fund) - Ward 3 (Reese)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$180,000.00
[X]	**Budget Funds Available**	**Dept./Division:**	Detention & Enforcement
[ ]	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:

On January 12, 1998, City Council approved the award of a purchase order to Institutional Foodservice Management for food service for Detention & Enforcement facilities in accordance with Clark County Bid Number 3714-96 in the estimated amount of $3,265,000 through October 31, 2004. On December 7, 2004, the Board of County Commissioners ratified an extension through January 31, 2005 with three (3) 60 day period options to further extend the contract allowing enough time for re-bidding and awarding a new contract. On January 5, 2005, City Council approved the revision of purchase order 215281 in the amount of $750,000 good through January 31, 2005. This purchase order revision adds the funding to correspond with the most recent contract extension through May 31, 2005.

PCC: G. Leaf
POC: Michael Doyle - (702) 221-8531
CFN: 040187-GL

RECOMMENDATION:

That the City Council approve the issuance of a revision to purchase order 215281 to Institutional Foodservice Management in the amount of $180,000 and extend contract through May 31, 2005.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 22

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval of issuance of a purchase order for a Logging Recorder - Department of Fire Services - Award recommended to: MOTOROLA, INCORPORATED ($44,731 - General Fund)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$44,731.00
[X]	**Budget Funds Available**	**Dept./Division:**	Fire Services
[ ]	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:
This request provides for the purchase of a Logging Recorder for the 911 Dispatch Center for Fire Services.

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

PCC: G Leaf
POC: Curtis Steadman - (702) 558-4437
CFN: 050610

RECOMMENDATION:
That the City Council approve the issuance of a purchase order for a Logging Recorder in the amount of $44,731 to Motorola, Incorporated.

BACKUP DOCUMENTATION:
None

MOTION:
REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:
There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 23

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of issuance of a purchase order for Catering Services - Department of Leisure Services - Award recommended to: ANDRE'S LTD ($41,533 - Centennial Fund)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$41,533.00
[X]	**Budget Funds Available**	**Dept./Division:**	Leisure Services
[ ]	**Augmentation Required**	**Funding Source:**	Centennial Fund

PURPOSE/BACKGROUND:

This request provides for catering the May 14, 2005 Centennial Gala at the Post Modern Post Office honoring Judge George.

This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(e) Perishable Goods.

PCC: T Boyce
POC: Bridget Lieb - (702) 385-1930
CFN: 050612

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for Catering Services in the amount of $41,533 to Andre's LTD.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 24

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: HUMAN RESOURCES

DIRECTOR: F. CLAUDETTE ENUS [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of payment for the Stipulated Settlement Agreement - Claim Number WC02050120 - under the Workers' Compensation Statutes ($35,000 - Workers' Compensation Internal Service Fund)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$35,000.00
[X]	**Budget Funds Available**	**Dept./Division:**	Human Resources
[ ]	**Augmentation Required**	**Funding Source:**	Workers' Compensation Internal Service Fund

PURPOSE/BACKGROUND:

A City of Las Vegas Corrections Officer filed a Workers' Compensation claim for an injury sustained to the officer's left hand. The claim was denied for coverage under Workers' Compensation Statutes. The employee appealed. After several appeals, the case was scheduled to go to the Nevada Supreme Court. At the pre-hearing settlement conference, an agreement was reached which entitles the injured employee to the amount shown while upholding the City's denial of benefits under the Workers' Compensation Statutes.

RECOMMENDATION:

It is recommended that the award of $35,000 be approved.

BACKUP DOCUMENTATION:

None

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Agenda Item No. 25

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:
Approval to create one regular full time Administrative Secretary position for the Clean Water Coalition. The City of Las Vegas portion of the jointly funded position will be 40% of the gross ($75,100 - Sanitation Enterprise Fund)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$75,100.00
[ ]	**Budget Funds Available**	**Dept./Division:**	Public Works/Administration
[X]	**Augmentation Required**	**Funding Source:**	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:
The Clean Water Coalition (CWC) approved the creation of this position at their Board meeting held on March 15, 2005. This position complements the existing Program Administrator position by providing in-house administrative and secretarial support for the Clean Water Coalition. Position to be reimbursed by CWC, with the City's net share being 40% or approximately $30,000 annualized.

RECOMMENDATION:
Approve the creation of Administrative Secretary for the Clean Water Coalition.

BACKUP DOCUMENTATION:
1. Human Resources Employee/Position Request (EPR) #0331PW
2. Interlocal Agreement

MOTION:
REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:
There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

Human Resources Employee/Position Request (EPR)

Action # 0331PW

Department: Public Works
Division: Environmental
Contact Person: Patty Moyer
Contact Phone Ext: 2184

Employee Requests: Hire

Date Initiated: 4/7/05
Effective Date: May 8, 2005 or ASAP
Council Target Agenda Date: TBD
Employee Name:
Employee Phone Ext:
Position Requests: Create Regular Position

DEPARTMENT DIRECTOR APPROVED: YES☒ NO☐

JUSTIFICATION SUBMITTED: N/A☒ YES☐ NO☐

~~Department Director Approved: Yes☐ No☐~~

If other was selected, explain here:

Current *(For Dept. Use)*

Position #: Location: Supervisor:
Job Title: Position Name (if under/over-filled):
Grade: Grade:
Position Type: Regular Scheduled Hours per Week:
Position Status:Straight Fill Duration:
Costing Org.: Funding Source: Enterprise Fund Function: Sanitation

Proposed *(For Dept. Use)*

Position #: TBD Location: Environmental Supervisor: Doug Selby
Job Title: Administrative Secretary Position Name (if under/over-filled):
Grade: AP3 Grade:
Position Type: Regular Scheduled Hours per Week:
Position Status:Straight Fill Duration:
Costing Org.: 53091 Funding Source: Enterprise Fund Function: Sanitation

Approving Authority

☐ Annualized fiscal impact is $5,000 or less; Acting Pay, Flex Promotions, and Hourly positions; Human Resources Director or designee signature required.
☐ Annualized fiscal impact is $5,000.01 to $25,000: City Manager or Deputy City Manager signature required.
☒ Annualized fiscal impact is over $25,000: **City Council approval *IS* required.** Human Resources will place on next available agenda; the requesting department director must attend the Council meeting to respond to questions.
☐ Annualized fiscal impact is over $25,000; **City Council approval *MAY* be required.**
☐ Annualized fiscal impact is over $25,000; **City Council approval is *NOT* required.**

Authorized Signature _____ Date _____

Department Justification

Explain why this request is needed. Include projected impact to programs, customer service levels and citizens.

The Clean Water Coalition Board approved the creation of this position at their Board meeting held on 3/17/05. This position complements the existing Program Administrator position by providing in-house administrative and secretarial support for the Clean Water Coalition (CWC). This position is use to insure payments for services and contracts are paid on a timely basis, as well as sending various reports to proper authorities. Position will be funded by local entities with the City paying its share (40%) of this position. This position is 100% dedicated to the Clean Water Coalition (CWC). The funding mechanism has been developed. The position will be located in the Sanitation Fund – 100%. The City will bill CWC for 100% reimbursement with the City funding their 40% when billed by the CWC. The work for this position is currently being performed by a secretary working through a professional services contract. It has been determined that the same work can be done more cost effectively by hiring the secretary directly through the City of Las Vegas, saving overhead that is currently paid through the contract.

Job Analysis requested: No

Human Resources Information

OK. ARB 4/8/05. Position to be created and employee to be hired i nthe position. DUE TO THIS POSITION NOT BELONGING TO THE CITY 100%, NO JUSTIFICATION TO REVIEW COMMITTEE REQUIRED. 4/12/05 ch.

Finance & Business Services Information

Estimated fiscal impact of salary plus benefits:

Current Fiscal Year		Annualized*		Current Fiscal Year Budget	
Salary Base	$ 6,260	Salary Base	$ 54,300	Salary Base	$
Benefits	2,400	Benefits	20,800	Benefits	
TOTAL	$ 8,660	TOTAL	$ 75,100	TOTAL	$ 0

Finance Notes: Fiscal impact calculated at Grade A03 - midpoint. CLV portion - current year $3500 / annualized $30,000.

New position #, if applicable: **12791** Budget Augmentation: ☐ **Budget Augmentation requires Council approval.**

Analyst: J Pfeiffer Date: 4/15/05 Calculated by: L. Kutch Date: 4/14/05

Manager: CFalder Date: 4/15/05 Entered by: L. Kutch Date: 4/14/05

* Figure used to determine approval level required.

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into by and among the Clean Water Coalition, a political subdivision of the State of Nevada created by an Interlocal Agreement on the 20th day of November, 2002 ("CWC"), the City of Henderson ("Henderson"), the City of Las Vegas ("Las Vegas") and the Clark County Sanitation District ("District"). Henderson, Las Vegas and the District may collectively be referred to as "Members."

Recitals

1. The CWC has been recently formed and currently has no Program Administrator to direct the daily affairs of the CWC, no financial staff to collect, disburse and manage CWC funds, no staff to create criteria to be presented to the CWC Board to establish a framework for recruitment of a Program Administrator for the CWC, no legal counsel and no staff to arrange for Board meetings of the CWC.

2. The Members each have personnel and staff which can be utilized by the CWC to undertake, for and on behalf of the CWC, the activities enumerated above in paragraph 1.

3. The Members are willing to undertake, on behalf of the CWC, the activities set forth in this Agreement for each Member to perform.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. District's Responsibilities under this Agreement:

1.1 The District will provide the services of Douglas Karafa, its Support Services Manager, to perform as Acting Program Administrator for the CWC until such time as the CWC has hired a permanent Program Administrator. In performing his duties hereunder to the CWC, Mr. Karafa shall perform the duties of a Program Administrator as provided in Section 9 of the CWC agreement.

1.2 The District will make its staff and resources available to the CWC to support the Program Administrator in carrying out his duties and in carrying out the administrative functions of the CWC, which shall include, but not be limited to the following:

(1) Fiscal services, including collecting CWC funds, banking CWC funds or depositing such funds in separate accounts provided CWC funds are identified and are available for CWC use at all times, disbursing CWC funds as authorized within the budget approved by the CWC Board.

(2) General administrative services, including secretarial and any other necessary support staff, including CWC telephone services utilizing, if requested by the CWC Board, separate CWC telephone and fax numbers and email address.

1.3 The District will undertake such additional administrative duties on behalf of the CWC as may be requested from time to time by the CWC Board, provided the District is agreeable to performing such duties.

1.4 The District shall maintain records of its staff time, resources and expenses attributable to operation of CWC business and shall, not later than the 15th day of each month, render a reasonably itemized statement to the CWC of such time and expenses. Invoices shall be paid by the CWC within thirty (30) days of receipt.

(1) Reimbursable expenses shall include, but shall not be limited to payroll, office supplies, postage, printing, travel, lodging data processing and insurance, if any.

2. Las Vegas' responsibilities under this Agreement:

2.1 The staff of Las Vegas will prepare, for presentation to the CWC Board, a proposal establishing a framework for recruitment of a permanent Program Administrator for the CWC. Such work shall include, but not be limited to the following:

(1) Creation of a job description consistent with paragraph 9 of the CWC Agreement.

(2) Recommendations regarding experience criteria to be considered by the CWC Board.

(3) Recommendations of salary and benefits applicable to the office of Program Administrator.

(4) Recommendations of methods to be used to attract potential applicants, including considerations of hiring a professional recruiting firm, public advertisement, or other.

2.2 Las Vegas agrees that its Human Resources Department and benefits administration resources will be available to the CWC for employee benefits and pension plan enrollment at such time as the CWC has hired a Program Administrator.

2.3 Las Vegas will undertake such additional administrative duties on behalf of the CWC as may be requested from time to time by the CWC Board, provided Las Vegas is agreeable to performing such duties.

2.4 Las Vegas shall maintain records of its staff time, resources and expenses attributable to its work described herein and shall, not later than the 15th day of each month render a reasonably itemized statement to the CWC of such time and expenses. Invoices shall be paid by the CWC within thirty (30) days of receipt.

3. Henderson's responsibilities under this Agreement:

3.1 Henderson agrees to furnish outside legal counsel to the CWC who shall attend all CWC Board meetings, advise the CWC on legal matters pertaining to its operation, assist in preparing documents, agendas, agreements and all other legal matters needed by the CWC. Henderson has advised the parties to this Agreement that it intends to hire Mr. Robert W. Marshall, senior partner of the law firm of Marshall, Hill, Cassas and de Lipkau, located in Reno, Nevada, to act as counsel to the CWC.

3.2 Henderson agrees to host the meetings of the CWC Board and to prepare agendas and notices on a consistent basis, following Henderson's usual practice in such matters. Henderson agrees that all such notices will be consistent with Nevada's Open Meeting law and the CWC Agreement.

3.3 Henderson will undertake such additional administrative duties on behalf of the CWC as may be requested from time to time by the CWC Board, provided Henderson is agreeable to performing such duties.

3.4 Henderson shall maintain records of its staff time, Mr. Marshall's bills, and records of its resources and expenses attributable to its work described herein, and shall, not later than the 15th day of each month, render a reasonably itemized statement to the CWC of such time and expense. Invoices shall be paid by the CWC within thirty (30) days of receipt.

4. Miscellaneous

4.1 Subject to CWC Board action to the contrary, the obligations of the District, Las Vegas and Henderson set forth herein shall continue through the current fiscal year which ends June 30, 2003.

4.2 Reimbursable costs under this Agreement shall not exceed authorizations contained in approved budgets without specific CWC Board approval.

4.3 All materials developed and prepared for or acquired by the CWC during the performance of services under this Agreement, including, without limitation, all finished or unfinished documents, research, memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs and reports, shall be the property of the CWC.

4.4 All costs, expenses or charges which are invoiced to the CWC from time to time by the parties hereto, shall represent, as nearly as can be reasonably calculated, the actual cost of the party with respect to the items invoiced, it being the express intent of the parties that no party hereto shall knowingly profit from the services herein agreed to be rendered to the CWC.

4.5 Each of the parties hereto is an independent contractor and not an employee of the CWC.

4.6 This Agreement shall be construed in accordance with Nevada law.

4.7 No party shall assign its rights hereunder nor delegate its duties hereunder, except as provided herein, without the written consent of all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2002.

CLEAN WATER COALITION

By_____
Chairman

Attest:

_____
Shirley B. Parraguirre Clerk

CLARK COUNTY SANITATION DISTRICT

By_____
Chip Maxfield Chairman

Approved as to form:

_____
Paul Johnson Deputy District Attorney

Attest:

_____
Monica Simmons City Clerk

THE CITY OF HENDERSON

By _____
James B. Gibson Mayor

Approved as to form:

_____
Shauna Hughes City Attorney

Attest:

_____
Barbara Jo Ronemus City Clerk

THE CITY OF LAS VEGAS

By _____
Oscar B. Goodman Mayor

Approved as to form:

Shauna R. Green, Deputy
for Bradford R. Jerbic City Attorney

INTERLOCAL COOPERATIVE AGREEMENT ESTABLISHING THE CLEAN WATER COALITION

THIS AGREEMENT is dated 20th day of November, 2002, among the City of Las Vegas, City of Henderson and the Clark County Sanitation District (Members), all of which are public agencies in the State of Nevada.

RECITALS:

A. NRS 277.110 and 277.120 provide that any one or more public agencies may enter into agreement with any one or more other public agencies for the joint exercise of any power, privilege or authority exercised or capable of exercise by any one or more of the public agencies or for joint or cooperative action by the public agencies and may create a separate legal or administrative entity to conduct the joint or cooperative undertaking;

B. Each of the Members share a common environmental, economic and regulatory interest in the efficient and responsible collection, treatment, reuse and discharge of municipal Effluent;

C. The Members have a history of cooperatively working on programs and projects of common benefit and interest;

D. Currently, the Members are working jointly with other agencies on studies of alternate Discharge options to address water quality issues in the Las Vegas Wash and Las Vegas Bay of Lake Mead, which have resulted in a program referred to as the System Conveyance & Operations Program (SCOP), that will result in the need for even greater coordination and cooperation in the funding, construction and operation of a regional system for the conveyance of Effluent;

E. Discharges from each Member's treatment facilities must be in compliance with the effluent limitations as prescribed by their respective discharge permits issued in accordance with the provisions of NRS Chapter 445A;

F. The Members desire to create a separate legal entity that will carry out the purposes and objectives of the Members with respect to Discharges from their respective treatment facilities, including the implementation of SCOP as it may be approved from time to time as provided herein. The Members further desire to transfer to the CWC (defined below in Section 1), as soon as possible, all functions and operations currently being undertaken pursuant to that certain interlocal agreement dated the 10th day of July, 2002 by and among the Members and the Southern Nevada Water Authority.

NOW, THEREFORE, the Members agree as follows:

evaluation process, from the written notice to approval of all governing boards of the Members described below, shall be concluded within one (1) year from the giving of the notice. Promptly, after the written notice, the CWC, at its expense, shall undertake such studies as may be reasonably agreed upon to determine if a modification of Capacity Rights and financial obligations of the Members is justified based on available data which may include such considerations as changing growth patterns. If it appears that some modification of Capacity Rights is justified, the Members shall negotiate the terms of such modification which shall include not only prospective modification of Capacity Rights and financial obligations, but shall also include compensation for past payments. The Members shall have no obligation to modify the Capacity Rights unless agreed on by all Members through their respective governing boards.

11.6 In the segment of the CWC Facilities between the Clark County Sanitation District Discharge and the City of Henderson Discharge, the peak flow capacity percentages shall be 46.5% City of Las Vegas and 53.5% Clark County Sanitation District. The peak flow capacity percentage of the segment described in this Section shall not affect the financial obligations of any Member set forth in Section 14. The percentages set forth in this Section are subject to modification as set forth in Sections 11.4 and 11.5.

Section XII
Water Rights

12. Each Member holds or has applied to the State Engineer for primary permits which cover the Discharge from their respective treatment facilities. Accordingly, it is the intent of the parties that each Member shall own its proportionate share of the combined Discharge through the CWC Facilities subject to the provisions of this Agreement until such time as the same is discharged into the Colorado River, at which time the Members understand that the Discharge constitutes return flow to the river for which the State of Nevada is entitled to credit from the United States Secretary of Interior under existing contracts.

Section XIII
Sale of Effluent and Other Revenues; Excess Revenue

13.1 In the event of a sale of Effluent to a third person purchaser from the CWC Facilities, the following provisions shall govern the division of the proceeds among the Members:

(a) Regardless of the location at which the Discharge being sold is delivered to the purchaser, all of the proceeds shall be retained by the CWC and shall be used first to pay annual operating and annual capital expenses of the CWC and thereafter shall be applied to other obligations of the CWC as determined by the Board.

(b) Except as provided in Section 13.3, the proceeds derived from the sale of Discharge shall not inure to the benefit of any particular Member or Members, or other entity, but shall be used to benefit the CWC as a whole.

13.2 In the event of sale of electrical energy produced by the CWC Facilities or the receipt by the CWC of other revenues not previously mentioned in this Section, the following provisions shall

govern disposition of such revenues:

(a) All of such revenues shall be retained by the CWC and shall be used first to pay annual operating and annual capital expenses of the CWC and thereafter shall be applied to other obligations of the CWC as determined by the Board.

(b) Except as provided in Section 13.3, the proceeds derived from the sale of energy and all other revenue shall not inure to the benefit of any particular Member or Members, or other entity, but shall be used to benefit the CWC as a whole.

13.3 Excess Revenue, defined as cash receipts in excess of all cash obligations, including sinking funds, in any fiscal year, shall be disbursed as determined by the unanimous decision of the Board.

Section XIV
Fiscal Matters

14.1 **Annual Budgets.** Within ninety (90) days after the first meeting of the Board, an Annual Operating Budget and an Annual Capital Budget for the then current fiscal year shall be adopted for the CWC. Unless otherwise provided by law, tentative Annual Operating Budgets and Annual Capital Budgets shall be prepared for each ensuing fiscal year on or before March 15 with the final annual budgets being adopted on or before June 1st of each year.

14.1.1 The annual budgets shall be prepared in a line item format.

14.1.2 All Annual Operating Budgets and Annual Capital Budgets shall include all repayment obligations and long and short term contract obligations which become payable during the period covered by such budgets.

14.1.3 The CWC shall not, during any fiscal year, expend or contract to expend any money, or incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts appropriated in the annual budgets for any category of expenditure, unless such expenditure is specifically approved by the Board.

14.2 **Assessments and Contributions for Operating and Capital Expenses.**

14.2.1 Within thirty (30) days of the Effective Date, each Member shall make an initial contribution toward the expenses of the CWC which will be incurred prior to commencement of the first full fiscal year in the amount of $50,000.00. Thereafter, prior to the first full fiscal year, the Members shall contribute such additional sums as needed to satisfy obligations incurred and to be incurred by the CWC for such period in the following percentages representing the Capacity Rights of the Members as set forth in Section 11.3:

City of Las Vegas	40%
Clark County Sanitation District	46%
City of Henderson	14%

therefor.

Section XVI
Operation and Maintenance of Facilities

16.1 The operation and maintenance of CWC Facilities and equipment shall be conducted and/or administered as designated by the Board. The Board may appoint a Member or other person or entity to act as the Operating Agent for the CWC.

16.2 During the fiscal year preceding the fiscal year when it is anticipated by the Program Administrator that CWC Facilities will be in operation, the Program Administrator will submit to the Board within thirty days after such anticipation a Tentative Operating Plan. The Board shall approve an Operating Plan for the next fiscal year within thirty days following receipt of the Tentative Operating Plan. Thereafter, Tentative Operating Plans shall be submitted by the Program Administrator to the Board by March 15 each year and the Board shall approve such plans for the next fiscal year not later than June 1.

Section XVII
Withdrawal or Termination

17.1 The CWC shall continue in existence until dissolved in accordance with the terms of this Section.

17.2 A Member may withdraw from the CWC on such terms and conditions as may be specified in an agreement of withdrawal executed by all Members.

17.3 This Agreement may be rescinded and the CWC terminated by a written agreement of termination executed by all Members except during the term of any outstanding indebtedness incurred by or at the request of the CWC or for which the CWC is otherwise responsible, unless such indebtedness is dealt with in a manner satisfactory to the holder or holders of such debt and satisfactory to all of the Members.

17.4 On termination of the CWC, all of the assets of the CWC shall be disposed of in accordance with the above-referenced written agreement of termination.

Section XVIII
Notice

18. All notices under the Agreement shall be in writing and shall be deemed to be delivered on the earlier to occur of (i) the date of actual receipt of the Notice (regardless of how it is delivered), and (ii) whether or not actually received, two days after the notice has been deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, addressed to the City or District, as the case may be at the addresses set forth below:

To Members: City Manager
City of Las Vegas
400 Stewart Avenue

Las Vegas, Nevada 89101

City Manager
City of Henderson
240 Water Street
Henderson, Nevada 89015

Director
Clark County Sanitation District
5857 E. Flamingo Road
Las Vegas, Nevada 89122

Section XIX
Dispute Resolutions

19.1 Dispute Resolution by Board Action.

19.1.1 All disputes between the Members to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall first be presented for resolution to the Board in accordance with this Section. The unanimous decision of the Board shall be binding on all Members.

19.1.2 Filing. A Member's request to the Board for dispute resolution must be submitted in writing, setting forth the Members to the dispute, the requesting Member's allegations regarding the dispute, and be accompanied by any supporting documentation.

19.1.3 Notice. Notice of the written request for Board dispute resolution and the written request shall be served by the Member seeking dispute resolution on the other Member within five working days after the written request is filed with the Board. The requesting Member shall file proof of service with the Board within five days of service.

19.1.4 Hearing. The Board shall schedule a dispute resolution hearing not later than fifteen days after proof of service of a notice of written request for dispute resolution has been filed with it.

19.2 Dispute Resolution by Arbitration or Mediation.

19.2.1 Arbitration. Should the Board not be able to reach a unanimous decision on a dispute submitted to it for resolution pursuant to Section 19.1.1, any Member who is a party to the dispute may submit the dispute for arbitration in accordance with this Section.

19.2.2 Rules. All disputes submitted to arbitration pursuant to Section 19.2.1 shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or the American Arbitration Association then existing, subject to any of the mandatory provisions of the Nevada Uniform Arbitration Act of 2000 set forth at NRS 38.206 to NRS 38.248, inclusive, to the contrary unless all the parties to the Agreement mutually agree otherwise.

19.2.3 Right of Joinder. 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 Member to this Agreement if so requested by a Member 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.

19.2.4 Binding. In the event arbitration is the designated forum, such arbitration shall be binding.

19.2.5 Notice. In order to be able to arbitrate any dispute between the Members, written notice thereof must be given by the Member requesting arbitration to the other Member within fifteen days after the Board has failed, pursuant to Section 19.1.1, to reach an unanimous decision regarding such dispute.

19.2.6 Waiver. The filing of the aforementioned notice of claim shall preserve that Member's right to arbitration, but shall not obligate the Member to proceed with arbitration. In the event that the Member requesting arbitration desires to proceed with arbitration, a written demand for arbitration shall be filed with the American Arbitration Association or the Nevada Arbitration Association within sixty days after the above notice of arbitration, and the failure to make such demand shall forever bar such dispute from being arbitrated.

19.2.7 Mediation. By mutual written consent, in addition to the remedy of arbitration, the Members may endeavor to settle the dispute in question between the Members 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 Members. Such mediation may occur at any time, including prior to the date that hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty day notice requirement set forth above, then such time period shall be tolled (i) for a period of ten 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.

Section XX
Miscellaneous Provisions

20.1 **Terms of Agreement:** This Agreement constitutes the entire agreement and understanding of the Members hereto with respect to the subject matter hereof, and supersedes all other oral and written negotiations, agreements and understandings of every kind. The Members understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Member hereto or its officers, employees, or other agents to induce execution of this Agreement.

20.2 **Duration:** This Agreement shall be effective when approved by the governing boards of all Members and the condition of Section 22 has been satisfied ("Effective Date") and shall continue in force and effect until this Agreement is rescinded and the Authority is terminated as provided in Section 17 above.

20.3 **Applicable Law:** This Agreement shall be interpreted under the laws of the State of

Nevada, including but not limited to, Chapters 41 and 277 of the Nevada Revised Statutes.

20.4 **Amendment:** This Agreement may be amended by action taken by the governing board of each Member and upon any required approval given, or deemed to be given, by the Attorney General of Nevada.

20.5 **Assignment; Binding on Successors:** Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of all Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members.

20.6 **Force majeure:** Force majeure means delays or defaults due to acts of God, government (other than acts or failure to act by the Members), litigation preventing performance of obligations imposed by this Agreement by any party, general strikes or any other event beyond a party's reasonable control.

20.7 **Severability:** If one or more clauses or provisions of this Agreement shall be determined by a court of competent jurisdiction to be unlawful, invalid or unenforceable, this Agreement shall nevertheless remain in full force and effect provided that the purposes of this Agreement shall not be impaired thereby nor shall any inequity to one or more Members result therefrom.

Section XXI
Definitions

21.1 **Annual Capital Budget:** "Annual Capital Budget" means all obligations expected to require cash payment in a fiscal year pertaining to Capital Costs.

21.2 **Annual Operating Budget:** "Annual Operating Budget" means all obligations expected to be paid in cash in a fiscal year pertaining to operating the CWC Facilities and conducting the business of the CWC, other than Capital Costs.

21.3 **Board:** "Board" means the Management Board of the CWC.

21.4 **Capacity Rights:** "Capacity Rights" means the right of a Member to use a certain percentage of the peak flow capacity of the CWC Facilities as set forth in Section 11.

21.5 **Capital Costs:** "Capital Costs" means the cost of constructing, financing, acquiring, planning, designing, permitting (including environmental review and any mitigation costs and filing fees), CWC facilities and funding of reasonable construction reserves.

21.6 **Capital Improvement Plan:** "Capital Improvement Plan" means a plan extending over a designated period of time to construct or acquire CWC Facilities, including timelines, cost

estimates for various component parts of the CWC Facilities to be constructed or acquired, including all environmental and administrative costs and allocation of such projected costs among the Members by fiscal year.

21.7 **CWC Facilities:** "CWC Facilities" means the regional system constructed by CWC for the conveyance of Effluent, together with all component parts thereof, including electrical energy generating installations.

21.8 **Discharge:** "Discharge" means any release of Effluent from treatment facilities to a conveyance or to receiving water.

21.9 **Effluent:** "Effluent" means treated wastewater.

21.10 **Fiscal Agent:** "Fiscal Agent" means an agent, other than a CWC employee appointed by the Board to prepare budgets, arrange for financing for projects included in the Capital Improvement Plan, and to assist in all other fiscal matters as may be directed by the Board or the Program Administrator, including acting as fiscal manager of the CWC and/or lending its credit on behalf of the CWC with respect to borrowing funds on a short or long-term basis.

21.11 **Member:** "Member" means a party to this Agreement.

21.12 **NDEP:** "NDEP" means the Nevada Division of Environmental Protection.

21.13 **NPDES:** "NPDES" means National Pollutant Discharge Elimination System as set forth in the Clean Water Act, pursuant to which the Members' discharge permits are issued by the NDEP.

21.14 **Operating Agent:** "Operating Agent" means an agent, other than a CWC employee, appointed by the Board to operate the CWC facilities.

21.15 **Treatment Facilities:** "Treatment Facilities" means the devices and systems used in the storage, treatment, recycling and reclamation of sewage, or industrial waste of a liquid nature.

21.16 **Wastewater:** "Wastewater" means the spent or used water from a community or industry that contains dissolved or suspended matter.

Section XXII
Conditions to Effectiveness of this Agreement

22.1 This Agreement shall become effective when approved by the Attorney General of the State of Nevada pursuant to NRS 277.140.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed as of

the date first written above in this Agreement.

Attest:

Shirley B. Parraguirre Clerk

CLARK COUNTY SANITATION DISTRICT

By
Chip Maxfield Chairman

Approved as to form:

Paul Johnson Deputy District Attorney

Attest:

Monica Simmons City Clerk

THE CITY OF HENDERSON

By
James B. Gibson Mayor

Approved as to form:

Shauna Hughes City Attorney

Attest:

Barbara Jo Ronemus City Clerk

THE CITY OF LAS VEGAS

By
Oscar B. Goodman Mayor

Approved as to form:

Bradford R. Jerbic City Attorney

Approved as to form and legality (NRS 277.140)
this 20th day of November, 2002.

FRANKIE SUE DEL PAPA
Attorney General of the State of Nevada

By:
Senior Deputy Attorney General.

City of Las Vegas

Agenda Item No. 26

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an interlocal agreement to combine the city of Las Vegas contribution of $484,000 in Community Development Block Grant (CDBG) funds with a contribution by Clark County in the amount of $324,716 for construction of the Shade Tree parking lot and perimeter wall at 1 Main Street - Ward 5 (Weekly)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

On March 19, 2003 the City Council approved $484,000 for development and construction of the Shade Tree parking lot and perimeter wall. On March 2, 2005 the City Council approved selling approximately 1.0 acres of land, APN 139-21-804-004, located adjacent to the Shade Tree for this project. In conjunction, the Clark County contribution of $324,716 in CDBG funds will be used for the development and construction of the project.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Interlocal Agreement between City of Las Vegas and Clark County

MOTION:

REESE - Motion to bring forward and STRIKE Items 26, 58, and 61 and Hold in ABEYANCE Item 55 to 5/18/2005 - UNANIMOUS

Under Item 3, COUNCILMAN MACK disclosed that he would be abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK.

MINUTES:

There was no discussion.
(9:53 - 9:54)
1-1490

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND
CLARK COUNTY
TO FUND THE SHADE TREE EXPANSION PROJECT PHASE II

THIS IS AN INTERLOCAL AGREEMENT, hereafter the "Agreement", made and entered into this _____ day of _____, 2005, by and between Clark County, a political subdivision of the State of Nevada, hereinafter called the "County", and the City of Las Vegas, a municipal corporation of the State of Nevada located within the County, hereafter called the "City".

WITNESSETH

WHEREAS, the City and the County desire to jointly design, fund, and develop the expansion of the Shade Tree Women's and Children's Shelter, located at 1 West Owens Avenue, Las Vegas, Nevada, hereinafter "Program", "Project" or "Facility"; and

WHEREAS, the City has granted the property for the Project to the Shade Tree, Inc. (hereinafter "Subrecipient"); 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, pursuant to NRS 244.1505, the Board of County Commissioners may expend money for any purpose which will provide a substantial benefit to the inhabitants of the County or grant money to a private, non-profit organization to be expended for the selected purpose; and

WHEREAS, the Board of County Commissioners hereby finds that the Project will provide a substantial benefit to the inhabitants of the County as a whole; and

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

WHEREAS, the City and the County desire to furnish funding for the design and construction of a parking lot and recreational area as designated in Exhibit "A", Expenditures Eligible for Reimbursement; and

WHEREAS, the County shall be designated as the lead agency regarding the design and construction of the project; and

WHEREAS, for mutual consideration, the City and the County agree to the terms and conditions below.

NOW, THEREFORE, BE IT AGREED that the County and the City funds be provided for the project, subject to the following conditions and limitation:

I. Scope of Services

A. The County hereby agrees to grant to Subrecipient, or expend on its behalf, Fiscal Year 2003-2004 Community Development Block Grant ("CDBG") Funds to complete the work that is described in Exhibit "B", "Scope of Work", including, but not limited to the parking lot, sidewalk, curb and gutter, landscaping/recreation improvements. The County may enter into contracts with a general contractor and an architect when necessary in order to cause such work in accordance with plans and specifications that have been approved by the County, City and Subreipient; or the County may elect to reimburse the Subrecipient for the costs of the Project, in accordance with the regulations governing CDBG funds, as set forth in 24 CFR Part 570.

B. The County's CDBG contribution to the Project will be THREE HUNDRED TWENTY FOUR THOUSAND, SEVEN HUNDRED SIXTEEN AND NO/100TH DOLLARS ($324,716). The City's CDBG contribution to the project will be FOUR HUNDRED EIGHTY FOUR THOUSAND AND NO/100TH DOLLARS ($484,000). Collectively, the County's and the City's contributions shall be referred to as the "Funds".

II. General Conditions

A. The County will 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.

B. If all or a portion of these CDBG funds are used for construction by a contractor, and the labor is not donated by a contractor, the bidding and award process related to Project construction shall be administered by the County and the County may reject any bid deemed to be in excess of the budget for this Project. In the event a bid is awarded, the construction contract shall be between the County and the approved contractor(s). Furthermore, the County will have sole discretion to select and contract with a professional architect to provide project plans and specifications, assist in the bidding process, and supervise construction of the Project.

Nothing in this Agreement is intended to appoint Subrecipient as an agent of the County. The Board of County Commissioners has not delegated to any County officer or employee the authority to appoint, and no review or approval of services, invoices or records may be construed as appointing, Subrecipient an agent of the County.

C. The County may not assign or delegate any of its rights, interests or duties under this Agreement without the written consent of the City.

The County will review its activities in advance with the City of Las Vegas Neighborhood Services Department, and will conform its activities to any practices necessary to assure continuing eligibility for CDBG funding.

D. Upon completion of construction, the County shall require Subrecipient to allow duly authorized representatives of the City, independent auditors contracted by the County, HUD,

the Comptroller General of the United States, or any combination thereof, to conduct such occasional reviews, audits and on-site monitoring of the Program as the reviewing entity deems to be appropriate in order to determine:

(1) Whether the objectives of the Facility is being achieved;

(2) Whether the Facility is being operated in an efficient and effective manner;

(3) Whether management control systems and internal procedures have been established to meet the objectives of the Facility;

(4) Whether the financial operations of the Facility are being conducted properly;

(5) Whether the periodic reports to the County contain accurate and reliable information; and

(6) Whether all of the activities of the Facility are conducted in compliance with the provisions of Federal laws and regulations and this Agreement.

E. Visits by the City, independent auditors contracted by the County, representatives of HUD, or the Comptroller General of the United States, shall be announced to the County in advance of those visits, and shall occur during normal operating hours. Such persons may request, and, if such a request is made, shall be granted, access to all of the books, documents, papers, and records of the County which relates to the Project. Such persons may interview recipients of the services of the Project.

F. At any time during normal business hours, the County's records with respect to the Project shall be made available for audit, examination, and review by the City, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

G. Subject to the conditions and limitations of NRS Chapter 41, the City and the County will each bear responsibility for its own actions and conduct and that of its own officers, agents, and employees.

H. Nothing in this Agreement is intended to appoint the County as an agent of the City. The Board of County Commissioners has not delegated to any County or City officer or employee the authority to appoint, and no review or approval of services, invoices, or records may be construed as appointing the County as an agency to the City.

I. The City or the County may not assign or delegate any rights, interests, or duties under this Agreement, except as provided in II. B., without the written consent of the other party. Any such assignment or delegation made without the required consent shall be void, and may, at the option of the County or City result in the forfeiture of all financial support provided herein.

J. The County and the City will not use any of the Funds in litigation against any person, natural or otherwise, or in its own defense in any such litigation and will notify the other party of any legal action which is filed by or against it.

K. No officer, agent, consultant, or employee of the County or the City 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.

L. No officer, agent, consultant, or employee of the County or the City 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.

M. No officer, agent, consultant, or employee of the County or the City may participate as an agent of County or the City in the negotiation or execution of any contract between the County or the City and any private business in which he or she has a financial interest.

N. No officer, agent, consultant, or employee of the County or the City may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. No officer, agent, consultant, employee, or elected or appointed official of the County and the City shall have any interest, direct or indirect, financial or otherwise, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or herself, or for those whom he or she has family or business ties, during his tenure, or for one year thereafter, for any of the work to be performed pursuant to the Project.

P. 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 prohibited by Chapter 15 Title 5, U.S. Code, as applicable.

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

III. Federal General Conditions

A. The County shall require Subrecipient to comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 (NEPA) and the related authorities listed in HUD's implementing regulations issued at 24 CFR, Parts 50 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 (42, U.S.C. 2000d-2000d-4), and implementing regulations issued at 24 CFR, Part 1.

6. The Fair Housing Act (42 U.S.C. 3601-20), any amendments thereto, and implementing regulations issued at 24, CFR, Part 100.

7. Section 109, Title I of the Community Development Act of 1974, Pub. L. 93-383.

8. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and any amendments thereto.

9. Executive Order 11063, any amendments thereto, and implementing regulations issued at 24 CFR, Part 107.

10. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07), and implementing regulations issued at 24 CFR, Part 146.

11. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and implementing regulations issued at 24 CFR, Part 8.

12. Executive Order 11246, and the regulations issued under the Order at 41 CFR, Chapter 60.

13. The Federal Labor Standards Act.

14. The Fair Labor Standards Act, as amended.

15. National Flood Insurance Program and the regulations thereunder (44 CFR, Parts 59 through 79), and Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001).

16. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), and implementing regulations issued at 24 CFR, Part 35, and, in addition, appropriate action must be taken to protect facility occupants from the hazards associated with lead-based paint abatement procedures.

17. The Davis-Bacon Act, as amended, which requires that all laborers and mechanics who are employed to perform construction work, or any contractor on 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 contract and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

18. 24 CFR, Part 92, of the Cranston-Gonzales National Affordable Housing Act of 1990.

19. 24 CFR, Part 24, Subpart F of the Drug-Free Workplace Act of 1988.

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

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

    a. not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion;

    b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

    c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provisions of such public services.

22. 24 CFR, Part 576, of the Stewart B. McKinney Homeless Assistance Act.

B. The County shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 570, Subpart K (570.600-570.612), which are applicable to Federal Fiscal Year 2005-2009 CDBG grants.

C. The County shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

D. The County shall maintain records in accordance with 24 CFR 570.502(b).

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

F. Program Income for the City's contribution under this Agreement, as defined in 24 CFR 570.500, shall be returned to the City unless the City authorizes in writing that all or a specific portion thereof of such program income will be retained by the County.

IV. Financial Management

A. The County shall invoice the City for the reimbursement of eligible construction costs for the Project. Expenditures will be reviewed for consistency with the approved budget and scope of services as well as Federal Management Circular 74-4. Approved invoices will be paid within 60 days.

B. Expenditures eligible for reimbursement are delineated in Exhibit "A". The County shall not make any changes in the line item expenditures in Exhibit "A" without prior written approval of the City.

C. Expenditures submitted for reimbursement by the County to the City will be accounted for in a ledger separate from all other revenue sources.

D. In the event that the City and County finds that the total amount of the Funds allocated for the project are not expended in the time and manner prescribed in this Agreement, the City and the County reserve the right to extract that portion for other projects and programs in their jurisdiction.

E. The County shall comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-133 entitled "Audits of Institutions of Higher Education and Other Non-Profit Institutions" to meet the audit requirements of this Circular, as applicable.

F. The County's 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 all costs. At any time during normal business hours, the County's financial transactions with respect to the Project

may be audited by the County, City, independent auditors contracted by the County or the City, HUD, the Comptroller General of the United States, the General Accounting Office, or any combination thereof. The representatives of the auditing agency or agencies shall have access to all books, documents, accounts, records, reports, files, papers, things, property, recipients of program services, and other persons pertaining to such financial transactions and necessary to facilitate the audit.

G. Copies, excerpts or transcripts of all of the books, documents, papers, and records, including checks, payrolls, time records, invoices, contracts, vouchers, orders and accounting documents concerning matters that are reasonably related to the Program will be provided upon request to the County or City.

H. The Funds used for payment of costs for the Project shall be expended first from the City's contribution, which shall be exhausted before payment is drawn from the County's contribution.

I. In the event the City regains title to the property within ten years of completion of the Project, including but not limited to through the reversion provided in the deed by which title was transferred to Subrecipient, the City shall reimburse to the County the County's contribution to the project which contribution shall be secured by a deed of trust made a condition of the grant to Subrecipient, unless such reimburse is waived by the County Manager, which waiver may be granted if the County Manager determines that the City shall use the property for a CDBG eligible purpose that will be a substantial benefit to the inhabitants of the county as a whole.

V. Period of Agreement

A. The Project shall be completed by December 31, 2006. The deadline may be extended by mutual consent of the County and City Managers 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 County or the City, as determined by their respective Managers. Otherwise, this Agreement will commence upon its approval and signature by the County's and City's governing bodies and shall be completed after all the obligations as provided therin have been performed.

B. The parties hereto are required to amend or otherwise revise this Agreement should such modification be required by HUD or any applicable state or federal statutes or regulations.

C. If the City or County fails to fulfill in a timely and proper manner its obligations under this Agreement, or if any agency violates any of the conditions or limitations of this Agreement, the City or County may suspend or revoke this Agreement, and terminate its participation in the Project at any time.

PASSED, ADOPTED and APPROVED this _____day of _____, 2005.

ATTEST:

SHIRLEY B. PARRAGUIRRE, County Clerk

COUNTY OF CLARK

RORY REID, Chairman
Board of County Commissioners

APPROVED AS TO FORM
David Roger, DISTRICT ATTORNEY

By: _____
STEVEN SWEIKERT
Deputy District Attorney

Date: _____

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor
City of Las Vegas

ATTEST:

Date: _____

By: _____
BARBARA JO RONEMUS
City Clerk

APPROVED AS TO FORM:
BRAD JERBIC, CITY ATTORNEY

Date: 4/13/05

By: _____
Deputy City Attorney

EXHIBIT "A"

EXPENDITURES ELIGIBLE FOR REIMBURSEMENT
SHADE TREE EXPANSION PROJECT PHASE II

Fiscal Year 2003/2004 Community Development Block Grant Funds

City of Las Vegas	
Fiscal Year 2003/2004 Community Development Block Grant Funds	$484,000
Clark County	
Fiscal Year 2003/2004 Community Development Block Grant Funds	$324,716
Total Funding	**$808,716**
SITE CONCRETE, ASPHALT, STRIPING, BUMPERS	$386,891
SITE MASONRY WALL & ORNAMENTAL IRON	$129,974
TESTING, INSPECTIONS, PERMITS & FEES	$43,766
SITE CLEARING, SITE SURVEY	$24,091
LANDSCAPE & IRRIGATION	$93,413
SITE UTILITY FEES	$16,061
SITE EXTERIOR PAINT, SIGNAGE AND GRAPHICS	$7,227
PLAYGROUND EQUIPMENT	$37,743
WATER FOUNTAINS	$5,333
COVERED PARKING	$47,982
SUBTOTAL:	$792,481
CONTINGENCY (5%):	$16,235
TOTAL ELIGIBLE EXPENDITURES:	**$808,716**

All costs are based upon current estimates. Final costs cannot be obtained until actual bids are secured.

EXHIBIT "B"

SCOPE OF WORK
INTERLOCAL AGREEMENT TO FUND
SHADE TREE EXPANSION PROJECT PHASE II

1. The Project consists of designing and constructing the exterior of the new Shade Tree shelter, which will include, but not limited to architectural and engineering design costs, building permits and fees, demolition, site clearing, landscape and irrigation, asphalt/striping/bumpers of parking lot, masonry wall and ornamental iron, exterior paint, perimeter wall and gate, playground equipment, water fountains, covered seating, and covered parking to be performed by an architect and contractor or contractors hired by the County through the County's procurement process or The Shade Tree, Inc. Such work will comply with Federal Davis Bacon Act and all State of Nevada purchasing laws.

2. All work will be performed pursuant to the provisions, regulations, directives and conditions as described in the County's bid specifications.

3. Change in the Scope of Work as outlined herein must be in accordance with CDBG regulations, made by written amendment to this Agreement.

4. The City of Las Vegas will provide $484,000 in Fiscal Year 2003/2004 CDBG program funds to this project, or at its sole discretion, increase this amount for eligible expenditures.

5. Clark County will provide up to $324,716 in Fiscal Year 2003/2004 CDBG program funds to this project, or at its sole discretion, increase this amount for eligible expenditures.

City of Las Vegas

Agenda Item No. 27

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval to allocate $360,413 of Community Development Block Grant (CDBG) funds to Catholic Charities to assist in building an Employment Service Center on their St. Vincent's Plaza Campus at 1501 Las Vegas Boulevard North - Ward 5 (Weekly)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$360,413.00
[X]	**Budget Funds Available**	**Dept./Division:**	Neigh. Svcs./Neigh. Devel.
[ ]	**Augmentation Required**	**Funding Source:**	CDBG

PURPOSE/BACKGROUND:

Catholic Charities has entered into a venture with Clark County to build an Employment Service Center on their campus to assist in job procurement and work skills enhancement for their clients and has requested the assistance of the city. The city has $360,413 of CDBG funds available which can be utilized for such purposes as on-site improvements and landscape, perimeter fence, parking lot lights and security lighting, and landscape benches and trash receptacles under the governing regulations.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Letter from Catholic Charities dated April 1, 2005

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

Catholic Charities
OF SOUTHERN NEVADA

Msgr. Patrick R. Leary, *Executive Director*

Executive Offices

April 1, 2005

Orlando Sanchez, Director
Neighborhood Services Dept.
City of Las Vegas
400 E. Stewart Ave.
Las Vegas, NV 89101

Re: Employment Services Center Proposal

Dear Mr. Sanchez:

Catholic Charities of Southern Nevada has entered into a venture with Clark County to create an Employment Service Center (ESC). It is recognized that employment is key to establishing and sustaining independence. Lack of job skills leading to underemployment is a major impediment to ending homeless and a significant factor in creating homelessness.

To create stable employment opportunities for clients, the ESC will play a vital role in job procurement and work skills enhancement. This vital program will be housed on the St. Vincent's Plaza Campus of Catholic Charities of Southern Nevada. Renovation of an existing structure with attending amenities on site will provide for client job referrals, counseling, employment skills enhancement, job interview skills and employment support.

The location of the ESC on the St. Vincent's Plaza complex will also facilitate access to other social services. The Fertitta Community Assistance Center houses State Welfare, Mental Health, and Clark County Social Services. Access from Shade Tree Shelter for Women and Children, the Salvation Army, Rescue Mission and other agencies are readily available from the Plaza site.

To help complete this important project Catholic Charities of Southern Nevada requests of the City of Las Vegas, $360,413.00. The monies would be used too pay for the following items:

Element Eight: On-site improvements and Landscape **200,915.00**
This will create a safer environment for clients and provide needed park like facilities for residents and the public. These improvements will allow the men preparing to enter the Weather Shelter to be lined up and processed on site and not line up on Foremaster as is currently done. This is a much safer way to proceed and will alleviate the concerns of some property owners on Foremaster.

Element Nine: Perimeter Fence to match existing with 2 gates $104,815.00
Safety of clients and workers attending to their needs is of paramount importance. Completion of the fence will also be an aesthetic enhancement to the property.

Element Ten: Parking lot lights and security lighting **$40,858.00**
Lighting will provide an added element of safety on the Plaza.

Element Eleven: Landscape benches and trash receptacles **$13,825.00**
This element will complete the client open space/park. In this part of the City there are few places for homeless people to gather in a safe area where they have access to restroom facilities, food, shelter and social services.

The total for all elements proposed is: **$360,413.00**

This project can be a significant collaboration between a private charitable organization and government entities to provide much needed services to a vulnerable population. Your assistance in helping secure these funds would be greatly appreciated. If you have any questions or need further clarification do not hesitate to call. Thank you for your help in this matter.

Sincerely,

Msgr. Patrick R. Leary
Executive Director

enclosure
c/esc.sanchez.city.april1.05

Catholic Charities Employment Center

Remaining Funds Available:	
$423, 367.73 + $1,730.68 credit from Phase I =	$425,098.41
Element One: Replace HVAC Roof Top Units	$192.063.00
Element Two: Replace Employment Center Electrical	$60,903.00
Element Three: Interior ADA and Exterior ADA Renovations	$131,254.00
Element Four: Replace Off-Site and On-Site Work (parking lot)	$56,052.00
Element Five: Interior Remodel (Balance Element three ADA)	$125,730.00
Element Six: Patch Existing Roof	$4,500.00
Sub-total	$570,502.00
Remaining funds available	$425.098.41
Funding insufficiency	$145,403.59

Desired finished package alternatives:

Element Seven: Replace, Re-roof and Insulate	$144,157.00
(Note: If is this was funded it would delete Item Six above)	
Element Eight: On-site Improvements and Landscape	$200,915.00
Element Nine: Perimeter Fence to match existing w/ two gates	$104,815.00
Element Ten: Parking lot lights and security lighting	$40,858.00
Element Eleven: Landscape benches and trash receptacles	$13,825.00
Sub-total	$504,570.00
Credit for Item six	-$4,500.00
Desired package funding insufficiency	$500,070.00

City of Las Vegas

Agenda Item No. 28

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Subdivision Improvements Performance Bond Release by Three B's, Incorporated, owner (Charleston Boulevard, Merialdo Lane and Durango Drive) - Ward 1 (Tarkanian)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is to release Indemnity Company of California Performance Bond 189236S in the amount of $53,384.87 posted by Three B's, Incorporated, which was posted to ensure the installation of permanent half-street improvements on Charleston Boulevard, Merialdo Lane and Durango Drive. The improvements were completed and the project was inspected and accepted by the City's Department of Public Works Off-Site Inspection and Testing Section on April 24, 2003.

RECOMMENDATION:

Public Works recommends approval of subject request.

BACKUP DOCUMENTATION:

Acceptance memo from Offsite Inspection and Testing

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

Memorandum

City of Las Vegas
Department of Public Works
City Engineer Division
Offsite Inspection & Testing

To: Wayne Dowdey, P.E. Superintendent
From: Dan Muirhead, P.E. Superintendent
C: Chris Finberg, Street Rehabilitation
Wally Simpson, Offsite Inspection & Testing
Joel Hillhouse, Traffic Engineering, Signing and Marking Tech II
Streets Division
Date: April 24, 2003
Re: Acceptance Of Bonded Project: **Peccole Tavern, Plan # 107-V2858, Pmt. # 7967, LD # 3186**

3186
8-5-2
DP
99/98
Released 9/13/99

Note: This also includes the bond for: Charleston/Durango Commercial Ctr. Sub., LD # 2051

This is to notify you that as of April 24, 2003 the above named Project has been inspected and accepted by or for the following Departments/Divisions of the City of Las Vegas: Sanitation Division, Streets Division, Traffic Electrical Field Operations, Survey and Offsite Inspection & Testing.

2051
KB

Holds_ok

S_pd

Permits_ok

4/24/03
Construction Inspector Date

4/24/03
Senior Construction Inspector Date

4-24-03
Assistant Supervisor Date

NOTE: Developer's Address: **Three B's, Inc.**
8238 W. Charleston Boulevard
Las Vegas, Nevada 89117
Contact Person: **Robert Peccole Sr., President**

RECEIVED
MAY - 1 2003
LAND DEVELOPMENT

City of Las Vegas

Agenda Item No. 29

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Taney Engineering on behalf of Taney Family Trust, Edward F. Taney and Kelly A. Taney, Trustees, owners (southeast corner of Tropical Parkway and Kevin Street, APN 125-29-304-001) - County (near Ward 6 - Mack)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is to connect an existing single family dwelling located at the southeast corner of Tropical Parkway and Kevin Street. The owners proposed to connect to the 12-inch sewer line located in Tropical Parkway. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

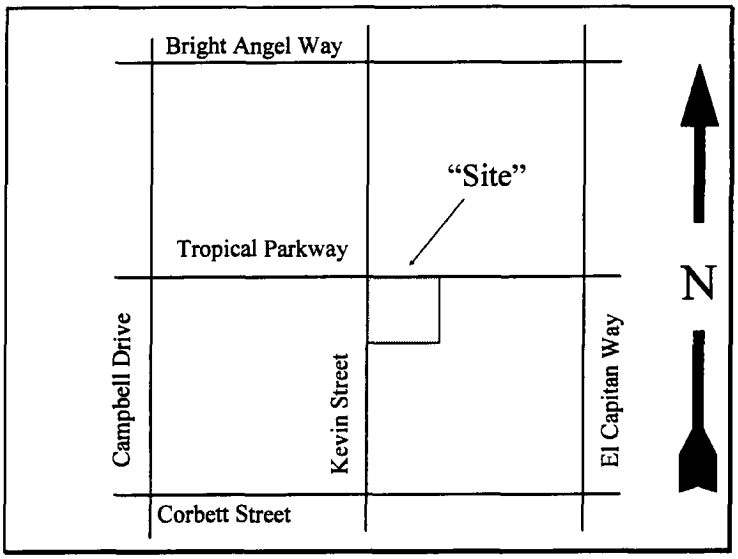
There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 4, 2005
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF SEWER AGREEMENT AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – TANEY ENGINEERING ON BEHALF OF TANEY FAMILY TRUST, EDWARD F. TANEY AND KELLY A. TANEY, TRUSTEES, OWNERS (SOUTHEAST CORNER OF TROPICAL PARKWAY AND KEVIN STREET, APN 125-29-304-001)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 31st day of March, 2005, 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 Taney Family Trust, Edward F. Taney and Kelly A. Taney.; approximately 0.50 acres – existing home; Parcel No. 125-29-304-001 which is within the boundaries of the DISTRICT and beyond the corporate limits of the CITY but which is more accessible to sewer service by the CITY; and

WHEREAS, DISTRICT and CITY are willing to enter into a CONTRACT whereby CITY will provide sewer service to that area as shown on the attached Exhibit "A."

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

1. CITY, at its established rates and in accordance with all CITY resolutions and policies, shall allow connection to CITY sewage collection system by, and will provide sewer service to, that area as shown on attached Exhibit "A" which is located within Clark County.

2. Upon adoption of this CONTRACT, DISTRICT will require all customers/applicants who are located within the boundaries of Exhibit "A" to pay

sewer service and System Development Approval (SDA) charges directly to the CITY. CITY will issue a receipt of payment to each customer/applicant; each customer/applicant shall submit this paid receipt and copy of approved application to the DISTRICT and obtain a DISTRICT SDA for issuance of a Clark County building permit(s).

3. This agreement shall be for a term of fifty (50) years or when DISTRICT sewer service becomes available, whichever should first occur. "Available" is defined to mean a sewer service line within 400 feet of the Customer's location with capacity to handle the Customer's discharge.

4. No joint venture is contemplated or established hereby, and neither of the parties shall be deemed to be the agent of the other for any purpose by virtue of this CONTRACT.

5. This CONTRACT shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and neither this CONTRACT, nor any interest therein, may be assigned without the prior written consent of the nonassigning party.

/ / / / /

/ / / / /

/ / / / /

/ / / / /

/ / / / /

/ / / / /

/ / / / /

6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

CLARK COUNTY WATER RECLAMATION DISTRICT

By _____
CHUCK ETHRIDGE, Acting General Manager

CITY OF LAS VEGAS

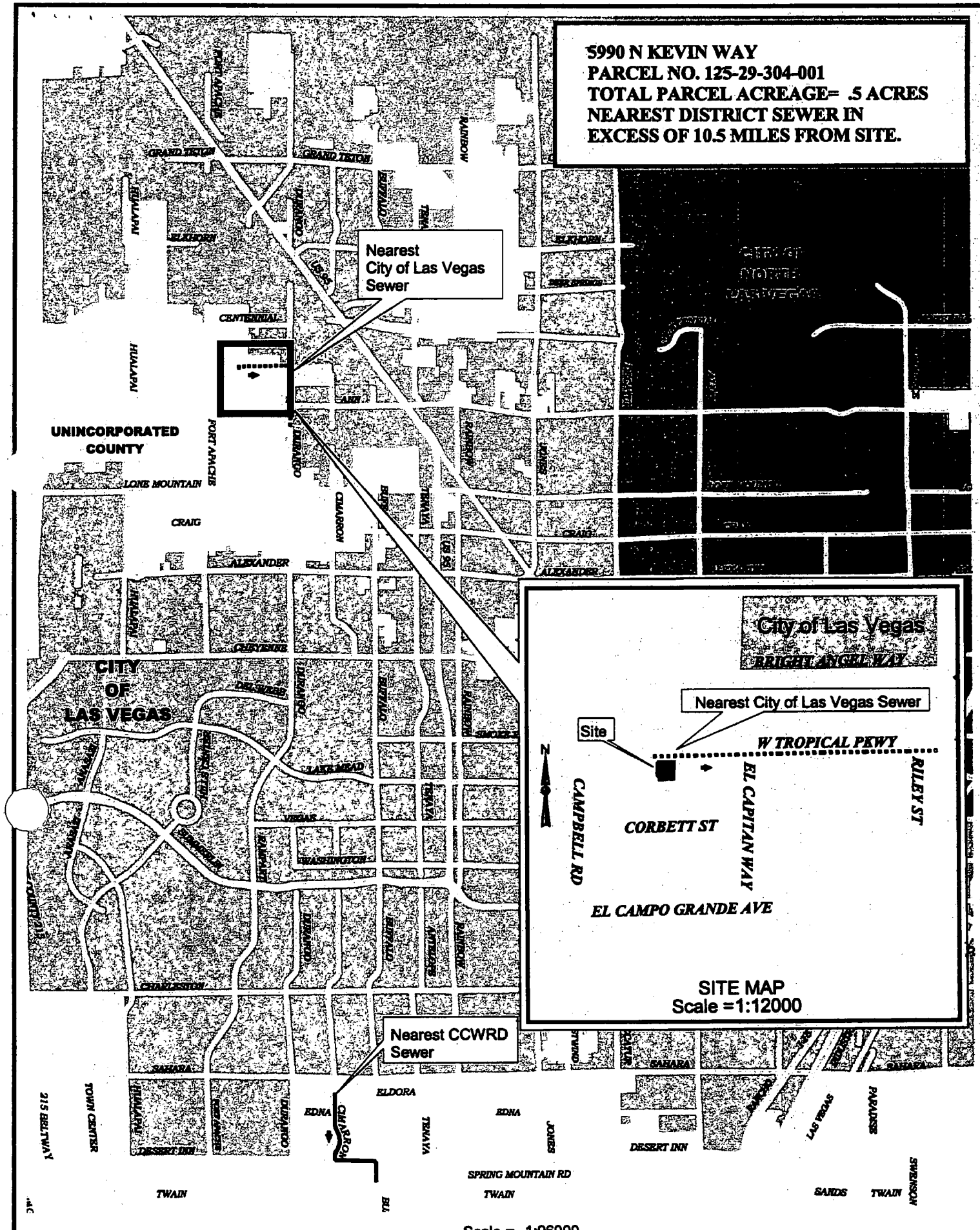
By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

By _____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By _____ 5/10/05
Deputy City Attorney


5990 N KEVIN WAY
PARCEL NO. 125-29-304-001
TOTAL PARCEL ACREAGE= .5 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 10.5 MILES FROM SITE.
Nearest City of Las Vegas Sewer
UNINCORPORATED COUNTY
CITY OF LAS VEGAS
Nearest CCWRD Sewer
City of Las Vegas
BRIGHT ANGEL WAY
Nearest City of Las Vegas Sewer
Site
W TROPICAL PKWY
CAMPBELL RD
EL CAPITAN WAY
RILEY ST
CORBETT ST
EL CAMPO GRANDE AVE
SITE MAP
Scale =1:12000
Scale = 1:96000
Clark County Water Reclamation DISTRICT
ILA #348 - EXHIBIT A
3/2405

City of Las Vegas

Agenda Item No. 30

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Off-Site Improvements Agreement and General Release with Carina Corporation and Morningside Homes, Inc., for the construction of Durango Drive/East Improvements - ($75,000 - Cash Deposit Performance Bond) - Ward 6 (Mack)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is to construct the off-site improvements on the east side of Durango Drive, adjacent to the Elkhorn Springs Subdivision. The improvements were the responsibility of Morningside Homes, Inc., who defaulted on the project. $75,000 was accepted by the City from Insurance Company of the West (bonding company) as settlement; upon execution of agreement Morningside Homes, Inc., shall have no further obligation. Carina Corporation agreed to complete construction for $75,000. This action formalizes agreement.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

Off-site Improvements Agreement

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

OFF-SITE IMPROVEMENTS AGREEMENT

THIS OFF-SITE IMPROVEMENTS AGREEMENT (the Agreement), is made and entered into this 19th day of April, 2005 by and among the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the City), CARINA CORPORATION, a Nevada corporation (Carina), and MORNINGSIDE HOMES, INC., a Nevada corporation (Morningside), based upon the following:

W I T N E S S E T H:

WHEREAS, Morningside was the developer of that certain subdivision known as The Summit At Elkhorn Springs (the Elkhorn Springs Subdivision), generally located on the northeast corner of Durango Drive and Sunny Springs Lane in the City and in connection therewith was required to construct the offsite improvements on the east side of Durango Drive, adjacent to the Elkhorn Springs Subdivision (the Durango/East Improvements, as shown by the City's drawing numbers 107Y-4382-1, 2, 3); the City and Morningside's predecessor in interest entered into an Off-site Improvements Agreement with respect to the Durango/East Improvements, dated May 1, 1995 (the Elkhorn Springs OSI Agreement), which agreement was secured by subdivision bonds issued to the City, as obligee, by Insurance Company of the West (the Surety), and represented by Bond Numbers 137-25-82, 137-25-83, 137-25-84 (the Surety Bonds); and

WHEREAS, the Durango/East Improvements have not been installed and Morningside has deposited with the City the sum of $75,000 for the completion of same pursuant to a demand letter from the City to the Surety, dated June 21, 2001; and

WHEREAS, Carina is the developer of a project generally located at the southwest corner of Tule Springs and Farm Road, and in connection therewith is required to construct the offsite improvements on the west side of Durango Drive (the Durango/West Improvements) pursuant to an Off-Site Improvements Agreement with the City dated November 16, 2004 (the Carina OSI Agreement), which Durango-West Improvements are to be constructed on Durango Drive roughly parallel to the Durango/East Improvements; and

WHEREAS, Carina is willing to construct the Durango/East Improvements at the same time that it constructs the Durango/West Improvements, on certain terms and conditions as set forth herein;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, said parties do hereby agree as follows:

1. **COVENANT OF INSTALLATION AND WORKSITE CLEAN-UP:** Carina, for itself, its successors and assigns, hereby covenants and agrees that:

(a) At its sole cost and expense, Carina shall install all of the Durango/East Improvements strictly in accordance with plans and specifications that are approved by the City pursuant to Paragraph 2 hereof, and shall complete such installation along with and during the construction of the Durango/West Improvements. Carina shall install the Durango/East Improvements pursuant to the identical requirements of the Durango/West Improvements as set

forth in paragraphs 3, 4, 6, 7, 8, 9, 15 and 16 of the Carina OSI Agreement and such paragraphs are incorporated herein by this reference as being applicable to the Durango/East Improvements, ***but*** the remaining paragraphs of the Carina OSI Agreement shall not apply to this Agreement or the Durango/East Improvements.

(b) Prior to the final acceptance of the Durango/East Improvements by the City, and as a condition thereof, Carina shall, at its sole cost and expense and to the City's reasonable satisfaction, remove all rubbish, trash, debris, surplus material and equipment from the area that is subject to this Agreement and the adjacent properties (collectively, the Worksite herein).

(c) The City, for itself, its successors and assigns, hereby covenants and agrees that, pursuant to this Agreement and Carina's covenant to install Durango/East Improvements, the City shall hold Carina, its successors and assigns, solely and singularly responsible for the construction and completion of the Durango/East Improvements and hereby acknowledges that: (i) upon execution of this Agreement and (ii) Morningside's deposit of the cashier's check contemplated in Paragraph 4 of this Agreement, Morningside shall have no further obligation, liability or responsibility for the Durango/East Improvements.

2. **PLANS AND SPECIFICATIONS:** Carina agrees to submit to the City, and, prior to the commencement of construction, obtain the City's approval of the plans and specifications for the Durango/East Improvements. The City shall provide Carina with the plans and drawings originally submitted to the City for the construction of the Durango/East Improvements so that the plans, drawings and specifications may be modified to widen the paved street portion of such improvements 7 feet within the City's right-of-way on the Durango/East Improvements and to correct the grading deficiencies in the original plans.

3. **UTILITIES:** The City agrees that Carina shall not be responsible for the costs of relocating any Nevada Power Company and Sprint facilities within the City's right-of-way to accommodate the Durango/East Improvements, and further represents to Carina that said utility companies have agreed with the City to accomplish any such relocations at their expense pursuant to City franchise agreements. Carina shall coordinate the installation of the Durango/East Improvements with such utility companies so that construction can continue in an uninterrupted and cooperative manner. No adjustment to Southwest Gas mains is contemplated with respect to the installation of the Improvements, however, if any such adjustment is required, the cost of any adjustment and/or relocation shall be at the City's expense or at the expense of Southwest Gas pursuant to City franchise agreements. However, adjusting water valves to grade is Carina's responsibility as part of such installation.

4. **CONDITIONS:** As conditions precedent to Carina's obligations under this Agreement, (a) the City shall transfer the $75,000 held by the City from Morningside to Carina for partial payment of the costs of this Agreement, (b) prior to presenting this Agreement to the City Council for approval, Morningside shall deliver to Carina a Wells Fargo Bank cashier's check made payable to Carina in the amount of $12,900 for the construction of the east side sidewalk and curb and gutter, together with a letter agreement, assigning Morningside's streetlight installation contract with Rice Construction to Carina and Rice Construction shall have agreed in writing with Carina to perform such contract for the consideration already received from Morningside.

5. **SURETY BONDS:** Upon the execution of this Agreement and Morningside's deposit of the cashier's check contemplated in Paragraph 4 above, the Surety Bonds shall be immediately released; and Morningside may provide this Agreement to the Surety as proof of the release of the Surety Bonds and proof of the City's agreement to the release of the Surety Bonds; and Morningside shall have no further obligation, liability or responsibility with respect to the Surety Bonds or any work or work of improvement associated with the Surety Bonds in any manner whatsoever.

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

CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

ATTEST:

Barbara Jo Ronemus, City Clerk

Approved as to form:

Deputy City Attorney Date 4/21/05

MORNINGSIDE HOMES, INC.

By: Randal P. Phelps
Its: President

CARINA LAND DEVELOPMENT, LLC

By: Carina Corporation
Its: Manager

By: Mark Doppe
Its: President

OWNER'S CORPORATE CERTIFICATE

I, Randle P. Phelps certify that I am the Secretary of the Corporation named as Owner in the Foregoing Agreement; that Randle P. Phelps, who signed said Agreement on behalf of the Owner, was then President of the said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

ACKNOWLEDGE SIGNATURES OF BOTH THE SECOND CORPORATE OFFICER SIGNING THIS CERTIFICATE AND THE CORPORATE OFFICER WHO SIGNED THE PREVIOUS AGREEMENT PAGE.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 19th day of April, 2005, the following person: Randle P. Phelps personally appeared before me, a Notary Public in and for Clark County, Nevada, known to me to be the President of the Corporation that executed the foregoing Agreement, and upon oath, did depose that he is the officer of said corporation as designated above, that the signature to the Agreement was made by an officer of said Corporation and that the Corporation executed the Agreement freely and voluntarily for the uses and purposes therein mentioned.

Dorothea Tannenbaum
NOTARY PUBLIC, in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
DOROTHEA TANNENBAUM
My Appointment Expires
January 28, 2007
No. 98-37386-1

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 19th day of April, 2005, the following person: Randle P. Phelps personally appeared before me, a Notary Public in and for Clark County, Nevada, known to me to be the Secretary of the Corporation that executed the foregoing Agreement, and upon oath, did depose that he is the officer of said corporation as designated above, that the signature to the Agreement was made by an officer of said Corporation and that the Corporation executed the Agreement freely and voluntarily for the uses and purposes therein mentioned.

Dorothea Tannenbaum
NOTARY PUBLIC, in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
DOROTHEA TANNENBAUM
My Appointment Expires
January 28, 2007
No. 98-37386-1

OWNER'S CORPORATE CERTIFICATE

I, MARK DOPPE certify that I am the PRESIDENT of the Corporation named as Owner in the Foregoing Agreement; that MARK DOPPE ___, who signed said Agreement on behalf of the Owner, was then PRESIDENT of the said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

MARK S. DOPPE, PRESIDENT

Mark S Doppe

Secretary

ACKNOWLEDGE SIGNATURES OF BOTH THE SECOND CORPORATE OFFICER SIGNING THIS CERTIFICATE AND THE CORPORATE OFFICER WHO SIGNED THE PREVIOUS AGREEMENT PAGE.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 18th day of April, 2005 the following person: Mark S. Doppe personally appeared before me, a Notary Public in and for Clark County, Nevada, known to me to be the President of the Corporation that executed the foregoing Agreement, and upon oath, did depose that he is the officer of said corporation as designated above, that the signature to the Agreement was made by an officer of said Corporation and that the Corporation executed the Agreement freely and voluntarily for the uses and purposes therein mentioned.

Jessica A. Eylar

NOTARY PUBLIC, in and for said County and State

JESSICA A. EYLAR
Notary Public, State of Nevada
Appointment No. 04-80411-1
My Appt. Expires Jul 27, 2008

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 20___, the following person: _____ personally appeared before me, a Notary Public in and for Clark County, Nevada, known to me to be the _____ of the Corporation that executed the foregoing Agreement, and upon oath, did depose that he is the officer of said corporation as designated above, that the signature to the Agreement was made by an officer of said Corporation and that the Corporation executed the Agreement freely and voluntarily for the uses and purposes therein mentioned.

_____

NOTARY PUBLIC, in and for said County and State

City of Las Vegas

Agenda Item No. 31

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Thomason Consulting Engineers on behalf of Richmond American Homes Nevada, Incorporated, owner (Sky Pointe Drive north of Cimarron Road) - Ward 6 (Mack)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is for landscaping on the east and west sides of Sky Pointe Drive, the medians in Sky Pointe Drive adjacent to the property line and also on the west side of Cimarron Road adjacent to the property line, consisting of landscaping to meet Town Center landscaping requirements for the proposed Cimarron-US 95 residential subdivision. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (Sky Pointe Drive)
2. Copy of Encroachment Exhibit "B" (Cimarron Road)

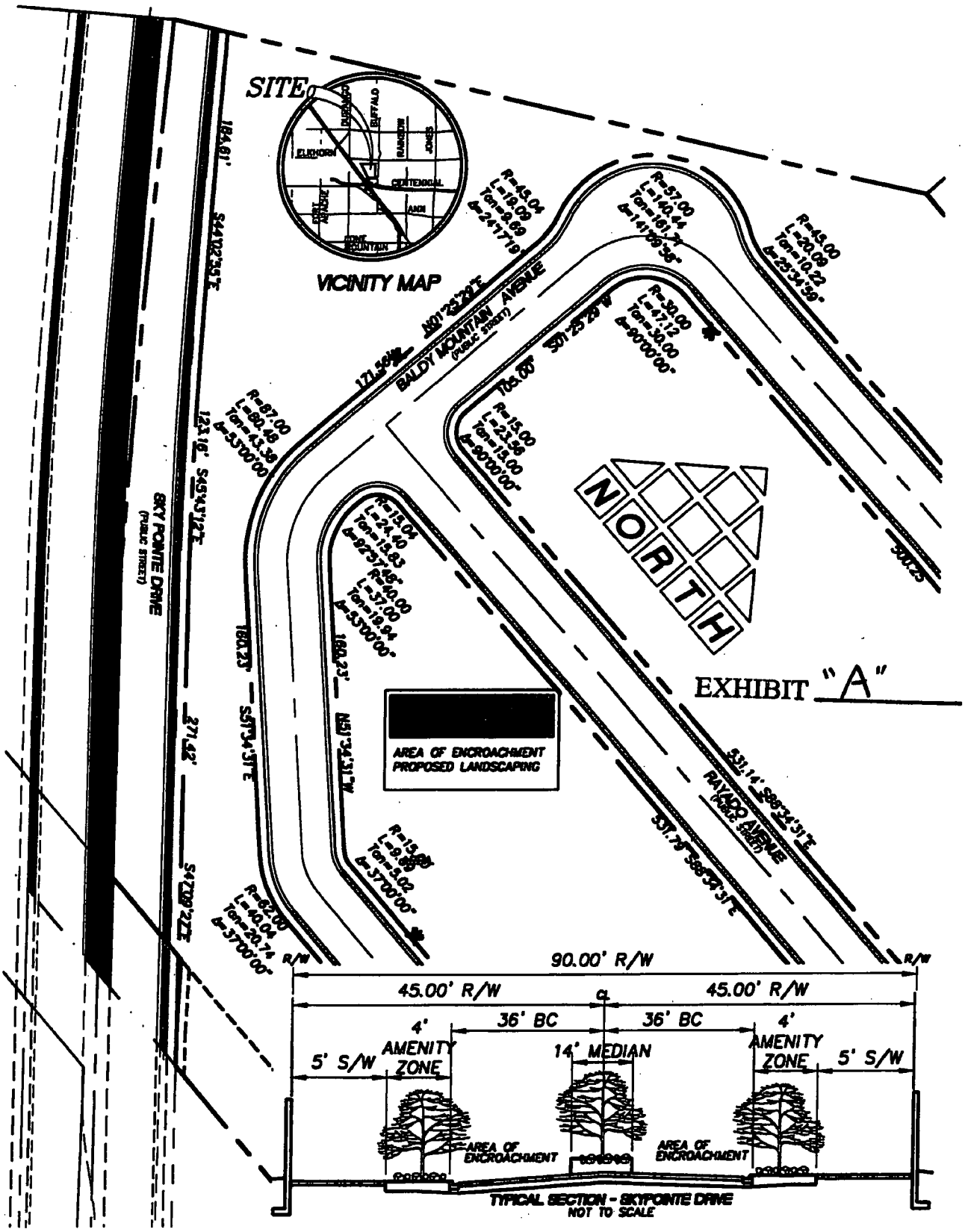
MOTION:

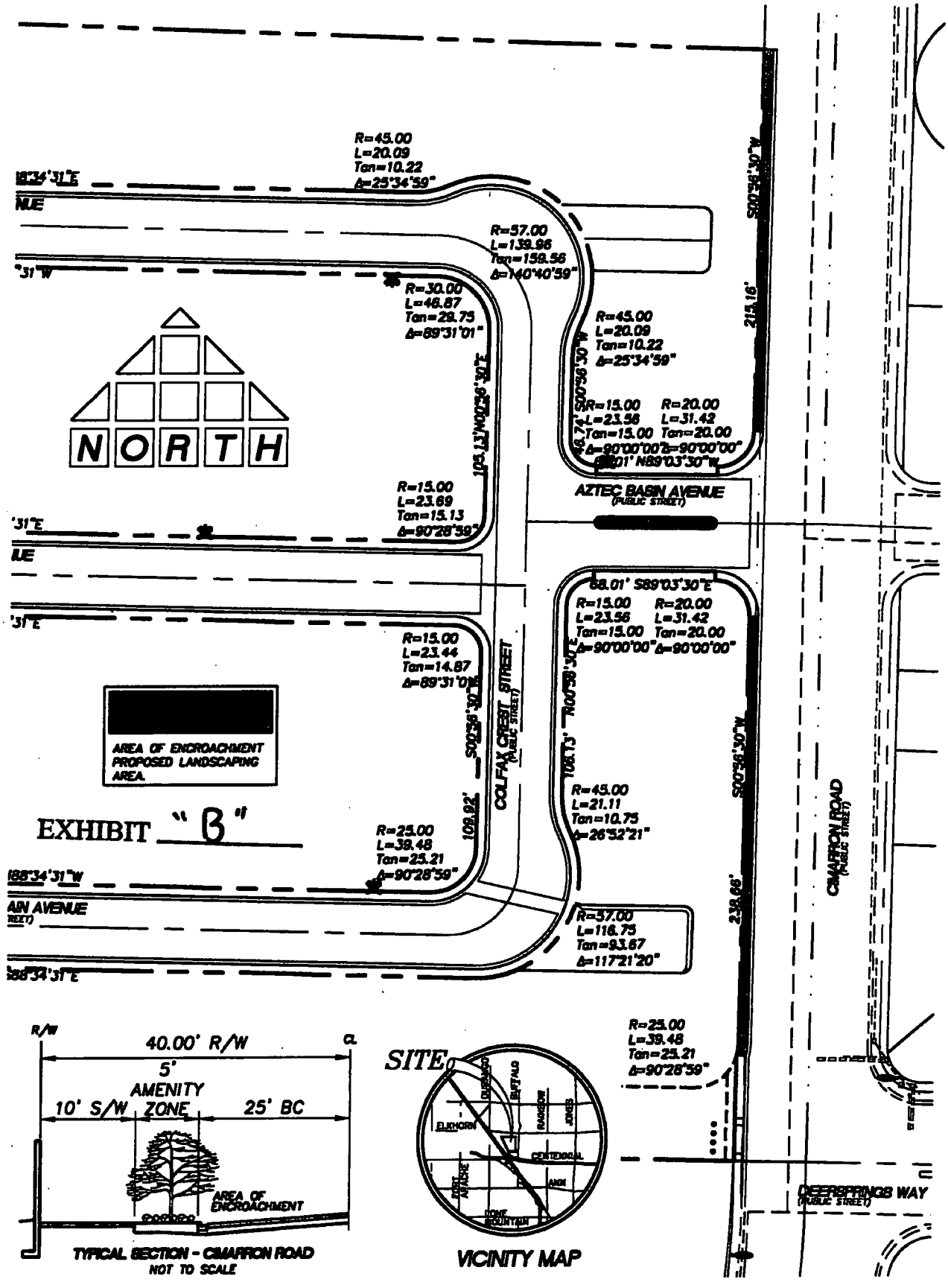
REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545


SITE
VICINITY MAP
BALDY MOUNTAIN AVENUE
(PUBLIC STREET)
SKY POINTE DRIVE
(PUBLIC STREET)
PAYADO AVENUE
(PUBLIC STREET)
NORTH
EXHIBIT "A"
AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
90.00' R/W
45.00' R/W
45.00' R/W
4' AMENITY ZONE
36' BC
36' BC
4' AMENITY ZONE
5' S/W
14' MEDIAN
5' S/W
AREA OF ENCROACHMENT
AREA OF ENCROACHMENT
TYPICAL SECTION - SKYPOINTE DRIVE
NOT TO SCALE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L=20.09
Tan=10.22
Δ=25°34'59"
R=57.00
L=139.96
Tan=159.56
Δ=140°40'59"
R=30.00
L=46.87
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Δ=89°31'01"
R=45.00
L=20.09
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Δ=25°34'59"
R=15.00
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R=20.00
L=31.42
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Δ=90°00'00"
R=15.00
L=23.69
Tan=15.13
Δ=90°28'59"
AZTEC BASIN AVENUE
(PUBLIC STREET)
R=15.00
L=23.44
Tan=14.87
Δ=89°31'01"
COLFAX CREST STREET
(PUBLIC STREET)
AREA OF ENCROACHMENT
PROPOSED LANDSCAPING
AREA
EXHIBIT "B"
R=45.00
L=21.11
Tan=10.75
Δ=26°52'21"
R=25.00
L=39.48
Tan=25.21
Δ=90°28'59"
R=57.00
L=116.75
Tan=93.67
Δ=117°21'20"
CIMARRON ROAD
(PUBLIC STREET)
DEERSPRINGS WAY
(PUBLIC STREET)
R/W
40.00' R/W
5'
AMENITY
ZONE
10' S/W
25' BC
AREA OF
ENCROACHMENT
TYPICAL SECTION - CIMARRON ROAD
NOT TO SCALE
SITE
ELKHORN
CENTENNIAL
VICINITY MAP

City of Las Vegas

Agenda Item No. 32

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Encroachment Agreement from The Keith Companies on behalf of Carina Corporation, owner (southwest corner of Tule Springs Road and Farm Road) - Ward 6 (Mack)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is for landscaping on the west side of Tule Springs Road extending southward from Farm Road for approximately 1,300 feet and on the south side of Farm Road westward from Tule Springs Road for approximately 236 feet consisting of landscaping to meet Town Center landscaping requirements for the proposed Village at Centennial Springs subdivision. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (southwest corner of Tule Springs Road and Farm Road)

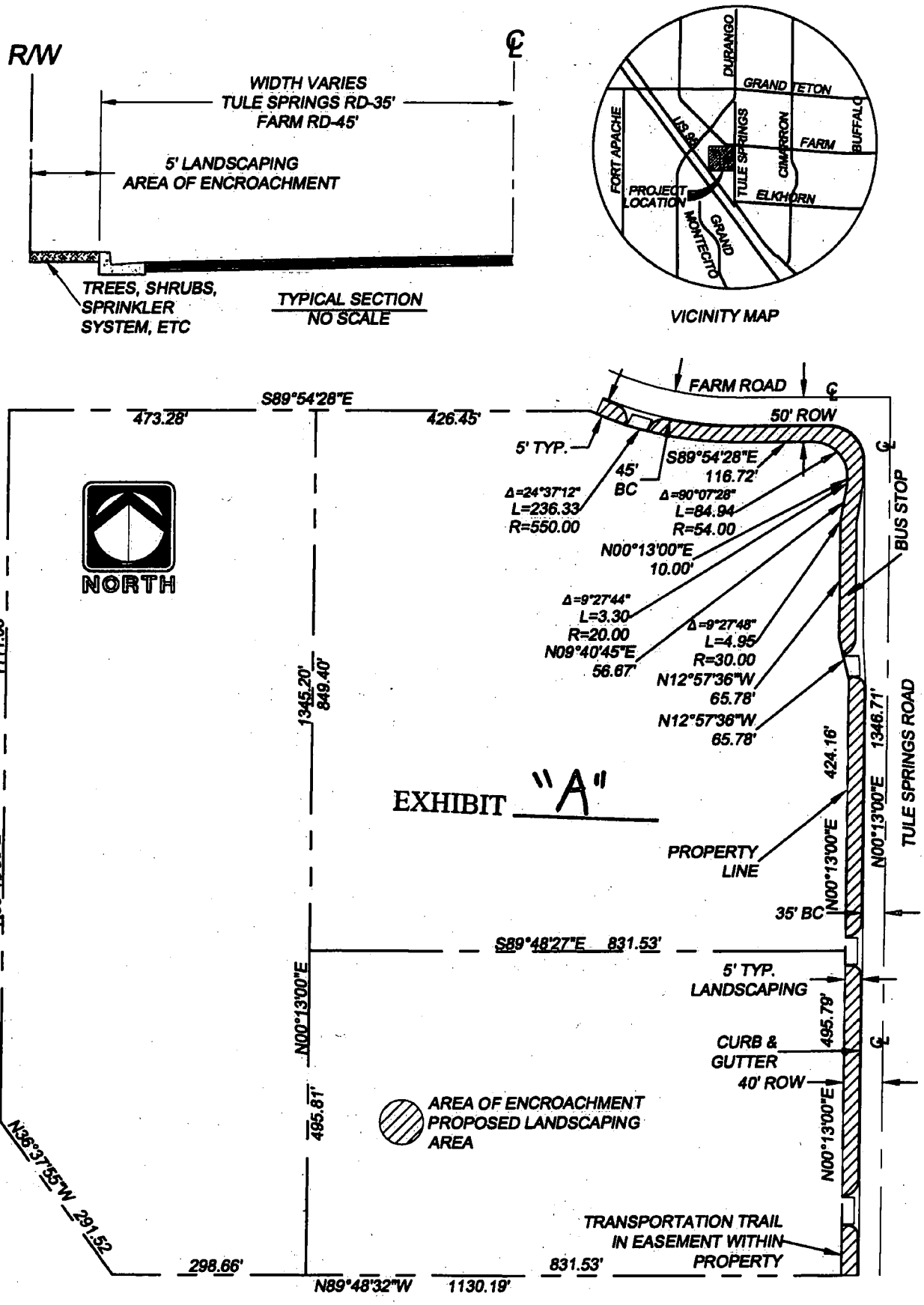
MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545


R/W
℄
WIDTH VARIES
TULE SPRINGS RD-35'
FARM RD-45'
5' LANDSCAPING
AREA OF ENCROACHMENT
TREES, SHRUBS,
SPRINKLER
SYSTEM, ETC
TYPICAL SECTION
NO SCALE
DURANGO
GRAND TETON
FORT APACHE
TULE SPRINGS
CIMARRON
FARM
BUFFALO
PROJECT LOCATION
ELKHORN
GRAND MONTECITO
VICINITY MAP
FARM ROAD
50' ROW
S89°54'28"E 473.28'
426.45'
5' TYP.
45' BC
S89°54'28"E 116.72'
Δ=24°37'12"
L=236.33
R=550.00
Δ=90°07'28"
L=84.94
R=54.00
N00°13'00"E 10.00'
BUS STOP
Δ=9°27'44"
L=3.30
R=20.00
N09°40'45"E 56.67'
Δ=9°27'48"
L=4.95
R=30.00
N12°57'36"W 65.78'
N12°57'36"W 65.78'
NORTH
1111.03'
1345.20'
849.40'
424.16'
N00°13'00"E 1346.71'
TULE SPRINGS ROAD
EXHIBIT "A"
PROPERTY LINE
N00°13'36"E
N00°13'00"E
35' BC
S89°48'27"E 831.53'
5' TYP. LANDSCAPING
N00°13'00"E
495.79'
CURB & GUTTER
40' ROW
495.81'
AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA
N00°13'00"E
N36°37'55"W 291.52'
TRANSPORTATION TRAIL
IN EASEMENT WITHIN
PROPERTY
298.66'
831.53'
N89°48'32"W 1130.19'

City of Las Vegas

Agenda Item No. 33

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Durward P. Jackson 1994 Trust, Durward P. Jackson, Trustee, owner (south of Rome Boulevard, east of Tenaya Way, APN 125-22-801-003) - County (near Ward 6 - Mack)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is to connect a single family dwelling located south of Rome Boulevard, east of Tenaya Way. The owner proposes to connect to the 15-inch sewer line in Rome Boulevard. 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." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

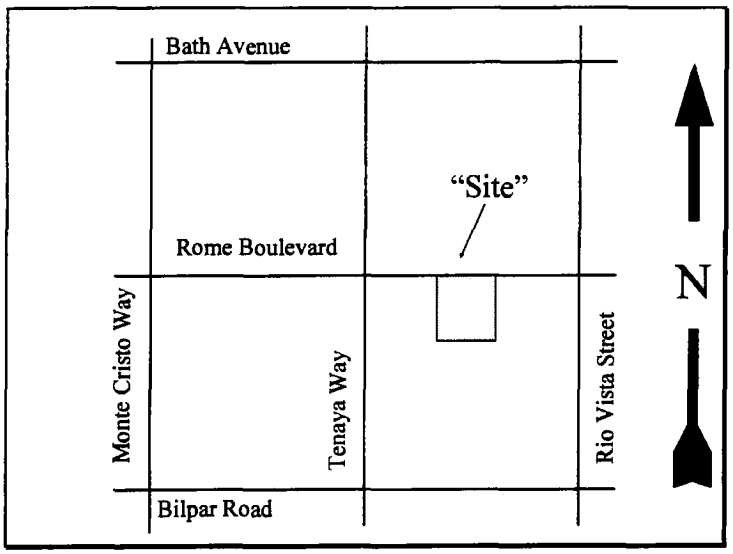
There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 4, 2005
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF SEWER AGREEMENT AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – DURWARD P. JACKSON 1994 TRUST, DURWARD P. JACKSON, TRUSTEE, OWNER (SOUTH OF ROME BOULEVARD, EAST OF TENAYA WAY, APN 125-22-801-003)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 8th day of April, 2005, 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 Durward P. Jackson 1994 Trust, Durward P. Jackson, Trustee; approximately 1.27 acres – existing single family home; Parcel No. 125-22-801-003 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 _____
CHUCK ETHRIDGE, Acting General Manager

CITY OF LAS VEGAS

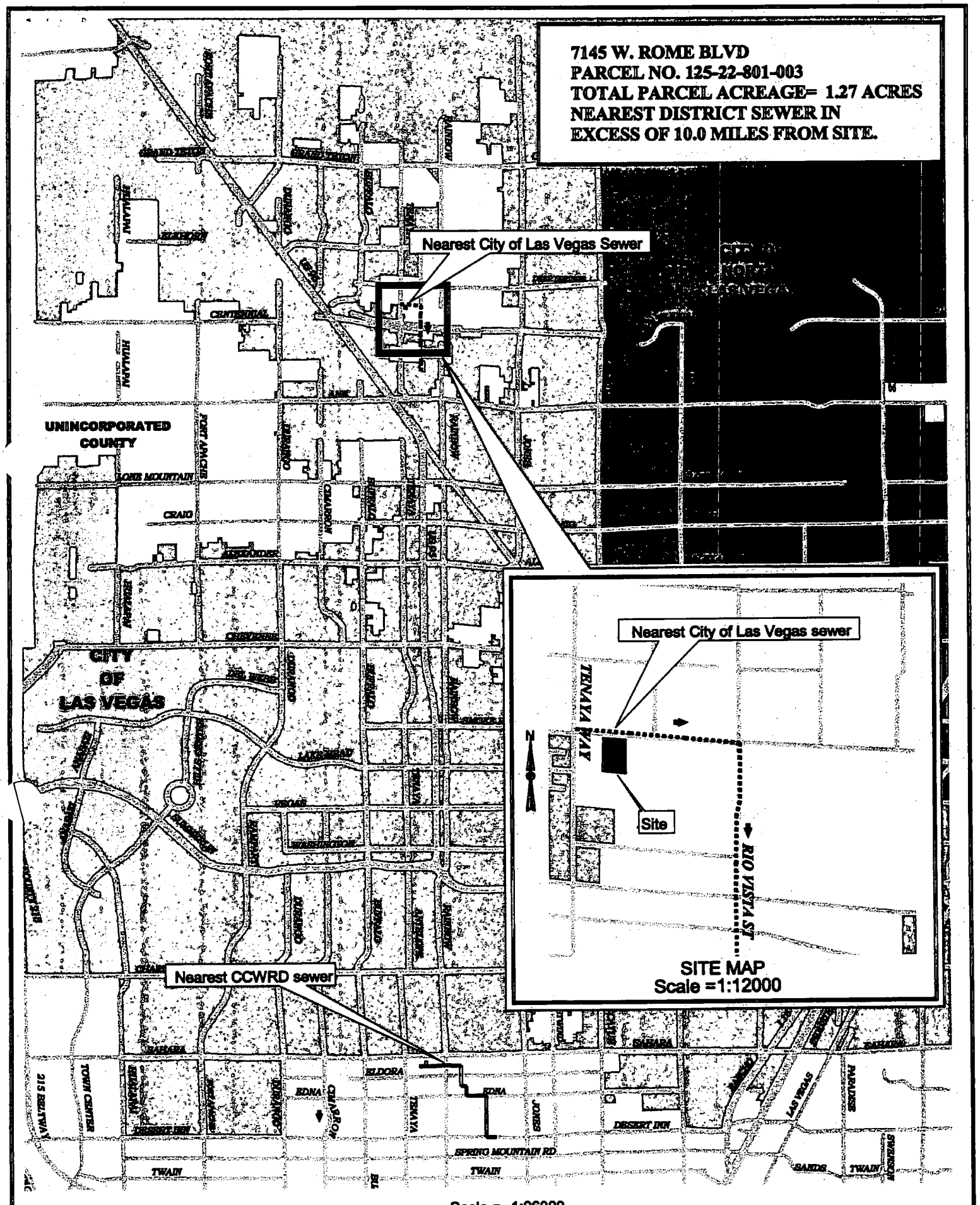
By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

By _____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By _____ 5/10/05
Deputy City Attorney


7145 W. ROME BLVD
PARCEL NO. 125-22-801-003
TOTAL PARCEL ACREAGE= 1.27 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 10.0 MILES FROM SITE.
Nearest City of Las Vegas Sewer
UNINCORPORATED COUNTY
CITY OF LAS VEGAS
Nearest CCWRD sewer
Nearest City of Las Vegas sewer
TENAYA WAY
Site
RIO VISTA ST
SITE MAP
Scale =1:12000
Scale = 1:96000
N
Clark County Water Reclamation DISTRICT
ILA #351 - EXHIBIT A
44405

City of Las Vegas

Agenda Item No. 34

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Ronnell C. Curtis, owner (south of Craig Road, west of Kevin Way, APN 138-05-301-036) - County (near Ward 4 - Brown)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is to connect a single family dwelling located south of Craig Road, west of Kevin Way. The owner proposes to connect to the 12-inch sewer line in Craig 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." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

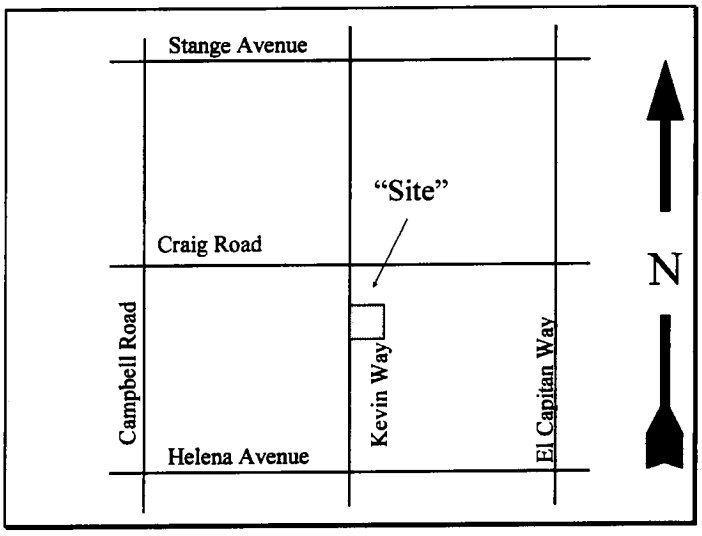
There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 4, 2005
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – RONNELL C. CURTIS, OWNER (SOUTH OF CRAIG ROAD, EAST OF KEVIN WAY, APN 138-05-301-036)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 28th day of May, 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 Ronnell C. Curtis (approximately 0.49 acres -- existing single family residence; Parcel No. 138-05-301-036 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

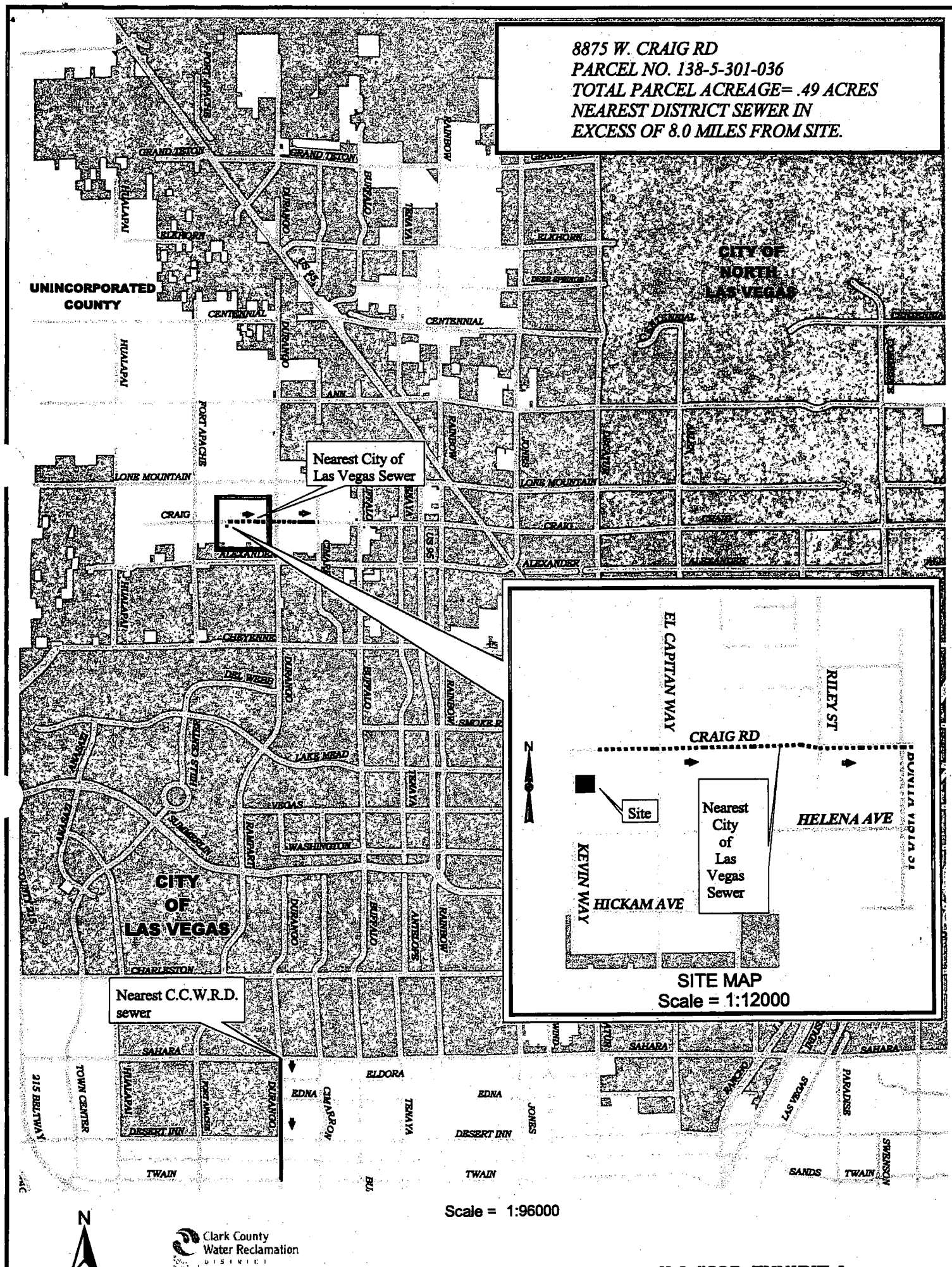
By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

By _____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By _____ 5/10/05
Deputy City Attorney


8875 W. CRAIG RD
PARCEL NO. 138-5-301-036
TOTAL PARCEL ACREAGE= .49 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8.0 MILES FROM SITE.
UNINCORPORATED COUNTY
CITY OF NORTH LAS VEGAS
CITY OF LAS VEGAS
Nearest City of Las Vegas Sewer
Nearest C.C.W.R.D. sewer
CRAIG RD
EL CAPITAN WAY
RILEY ST
HELENA AVE
KEVIN WAY
HICKAM AVE
Site
Nearest City of Las Vegas Sewer
SITE MAP
Scale = 1:12000
Scale = 1:96000
Clark County Water Reclamation DISTRICT
ILA #295- EXHIBIT A

City of Las Vegas

Agenda Item No. 35

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from CVL Consultants on behalf of Broadstone Montecito, LLC, owner (southwest corner of Grand Canyon Drive and Grand Teton Drive) - Ward 6 (Mack)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is for landscaping at the southwest corner of Grand Canyon Drive and Grand Teton Drive consisting of trees, shrubs, ground cover and an irrigation system, and nine 3-foot by 3-foot tree wells along the south side of Grand Teton Drive extending westward from Grand Canyon Drive for approximately 121 feet consisting of trees, shrubs, ground cover, irrigation system and tree grates for the proposed Grand View Condominiums. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (vicinity map)
2. Copy of Encroachment Exhibit "B" (southwest corner of Grand Canyon Drive and Grand Teton Drive)

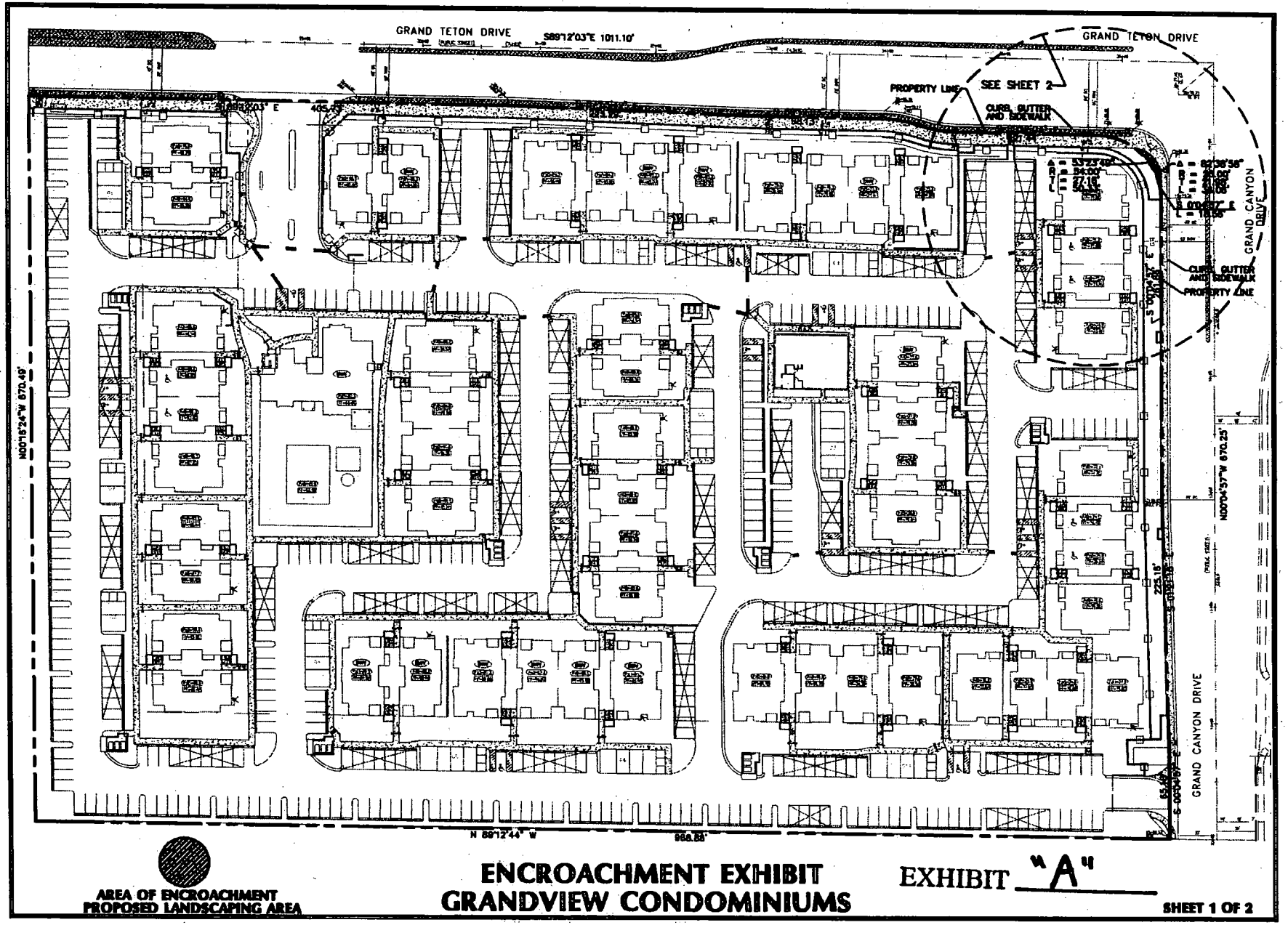
MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

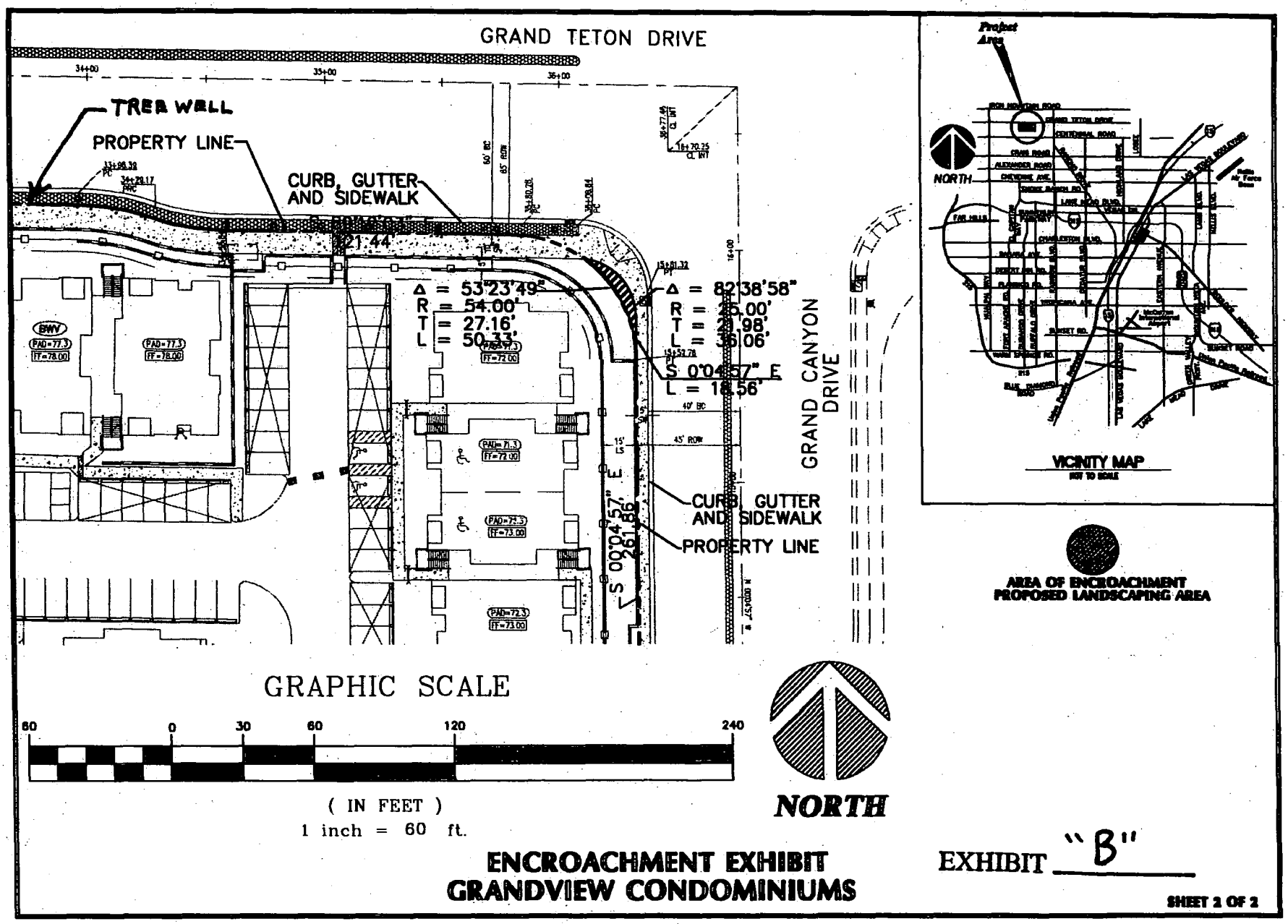


AREA OF ENCROACHMENT
PROPOSED LANDSCAPING AREA

ENCROACHMENT EXHIBIT
GRANDVIEW CONDOMINIUMS

EXHIBIT "A"

SHEET 1 OF 2



ENCROACHMENT EXHIBIT
GRANDVIEW CONDOMINIUMS

EXHIBIT "B"

SHEET 2 OF 2

City of Las Vegas

Agenda Item No. 36

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Thomason Consulting Engineers on behalf of Richmond American Homes, Incorporated, owner (Tule Springs Road south of Farm Road) - Ward 6 (Mack)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is for an approximate 10 foot wide area of landscaping on the east side of Tule Springs Road south of Farm Road extending approximately 337 feet adjacent to the property line consisting of landscaping to meet Town Center landscaping requirements for the proposed Farm/Tule Springs residential subdivision. If approved, the applicant will be required to sign an Encroachment Agreement, which has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (Tule Springs Road south of Farm Road)

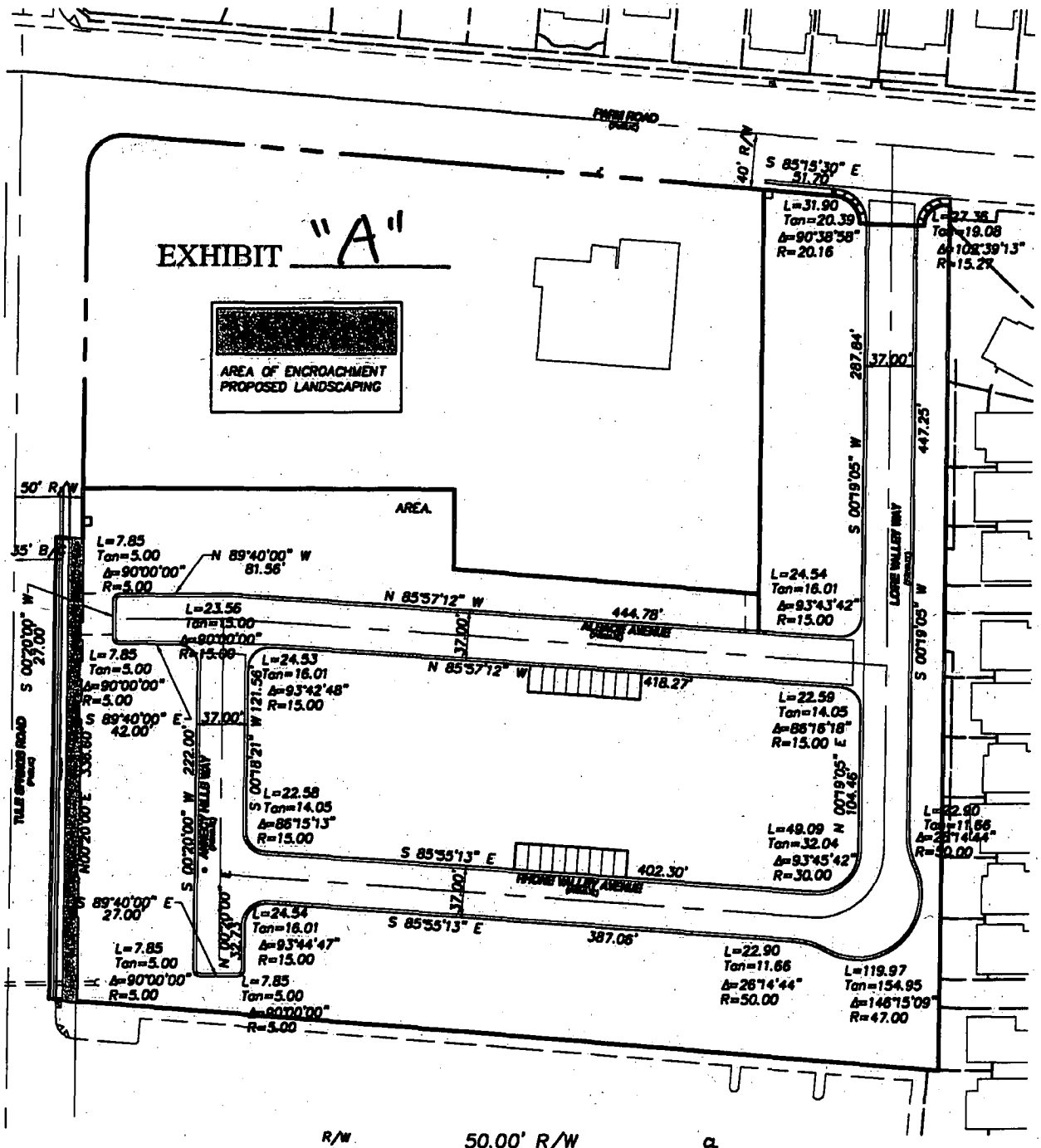
MOTION:

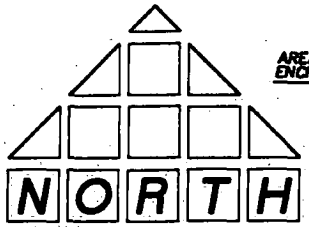
REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

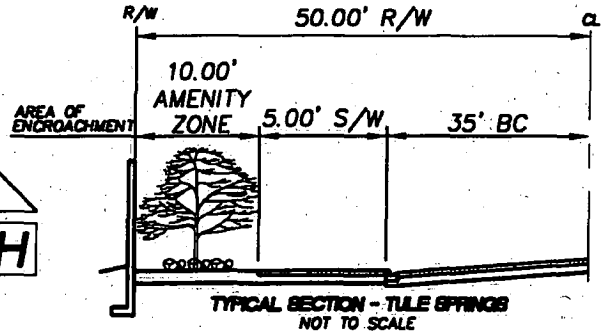
Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

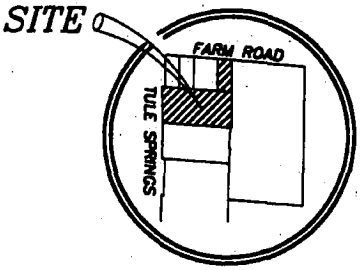
There was no related discussion.
(9:54 - 9:58)
1-1545







TYPICAL SECTION - TULE SPRINGS
NOT TO SCALE



VICINITY MAP

City of Las Vegas

Agenda Item No. 37

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Baughman and Turner, Incorporated, on behalf of Brian Goddard and Patricia Goddard, owners (northeast corner of Tee Pee Lane and Alexander Road, APN 138-06-803-006) - County (near Ward 4 - Brown)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is to connect a single family dwelling located at the southwest corner of Hammer Lane and Riley Street. The owners propose to connect to the 12-inch sewer line located in Alexander Road. The Planning Department has determined the project does conform to the City's General Plan for the area. The applicants have signed a "Sewer Connection Agreement." This property is within the Clark County Interlocal Annexation Exceptions area.

RECOMMENDATION:

Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Interlocal Contract

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

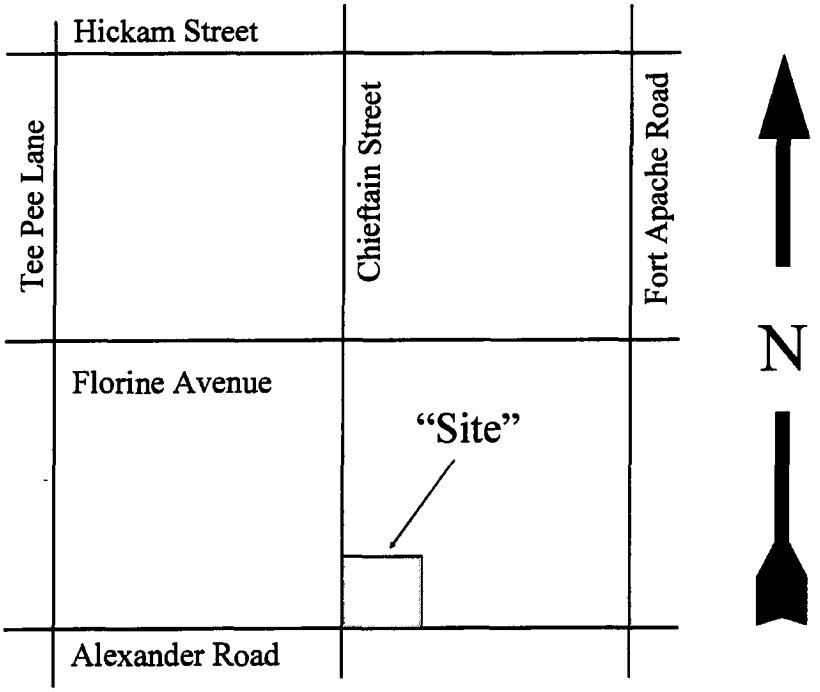
There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: May 4, 2005
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT – BAUGHMAN AND TURNER, INC. ON BEHALF OF BRIAN GOODARD AND PATRICIA GOODARD, OWNERS, (NORTHEAST OF TEE PEE LANE AND ALEXANDER ROAD, APN 138-06-803-006)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 30th day of March, 2005, 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 Goddard, Brian & Patricia; approximately 1.93 acres – vacant land; Parcel No. 138-06-803-006 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 _____
CHUCK ETHRIDGE, Acting General Manager

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, Mayor

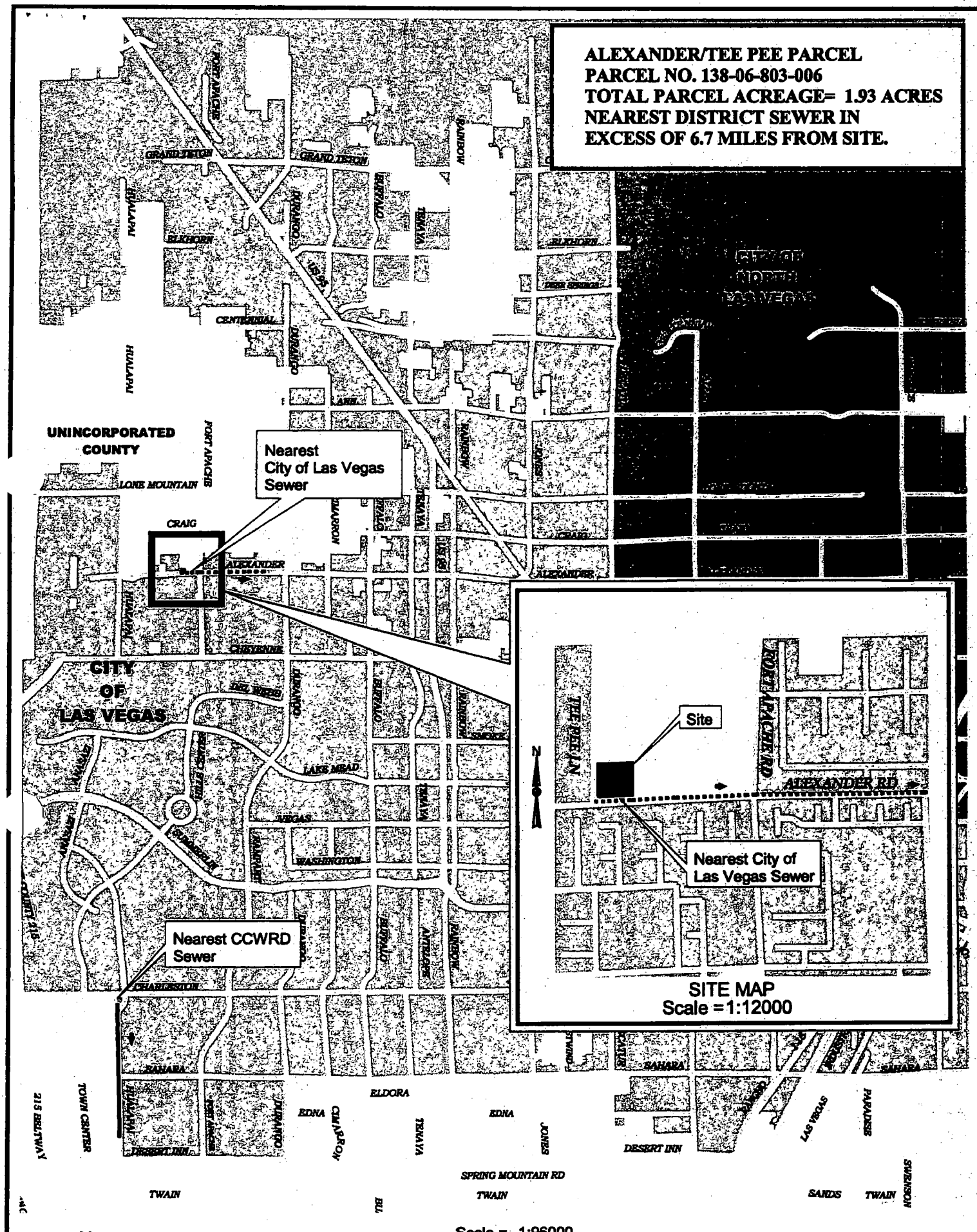
ATTEST:

By _____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By _____ 5/10/05
Deputy City Attorney

ALEXANDER/TEE PEE PARCEL
PARCEL NO. 138-06-803-006
TOTAL PARCEL ACREAGE= 1.93 ACRES
NEAREST DISTRICT SEWER IN EXCESS OF 6.7 MILES FROM SITE.



Clark County Water Reclamation District

ILA #346 - EXHIBIT A

3/24/05

City of Las Vegas

Agenda Item No. 38

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a Cooperative (Stewardship) Agreement with the Nevada Department of Transportation (NDOT) for the design and construction of the Fremont Street Pedestrian Enhancements Project ($843,750 - Nevada Department of Transportation/City of Las Vegas Special Improvement District [CLV SID] 1506) - Wards 1 and 5 (Tarkanian and Weekly)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$843,750.00
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works/City Engineers
[ ]	**Augmentation Required**	**Funding Source:**	NDOT/CLV SID 1506

PURPOSE/BACKGROUND:

This Agreement is necessary to provide Federal Enhancement funding for the design and construction of pedestrian enhancements within the Las Vegas Entertainment District on Fremont Street from Las Vegas Boulevard to 8th Street.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Cooperative (Stewardship) Agreement

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

Highway Agreement PR523-05-003

COOPERATIVE (STEWARDSHIP) AGREEMENT
PROJECT DESCRIPTION

This Agreement is made and entered into the 20th day of June, 2005, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and City of Las Vegas, 400 East Stewart Street, Las Vegas, NV 89101, hereinafter called the CITY.

WITNESSTH:

WHEREAS, agreements between the DEPARTMENT and public agencies are authorized under Chapters 277 and 408 of the Nevada Revised Statutes (NRS); and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Plan allowing the DEPARTMENT to assume the responsibilities of the FHWA under Title 23 United States Code for design, plans, specifications, estimates, contract awards, and inspection of projects; and

WHEREAS, the Stewardship Plan allows the DEPARTMENT under certain circumstances to further delegate project review, oversight and administration to capable local agencies; and

WHEREAS, this Agreement is intended to delegate authority to the CITY to design, advertise, award, and manage construction for pedestrian enhancements within the Las Vegas Entertainment District on Fremont Street (SR-582) from Las Vegas Boulevard to 8th Street as outlined in the Project Scope attached hereto and incorporated herein as Attachment A, hereinafter called the PROJECT; and

WHEREAS, the PROJECT has been approved for Enhancement funds; and

WHEREAS, this Agreement and the PROJECT is of mutual benefit to the DEPARTMENT and the CITY as it provides a means of designing and constructing a project in the most efficient and cost-effective method.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To follow State Law, regulations and directives for developing and approving project designs, overseeing projects and administering contracts.

2. To delegate authority to the CITY to design (including the development of plans, specifications, and estimates), complete the National Environmental Policy Act (NEPA) documentation, obtain the environmental permits and clearances, advertise, award, and manage construction of the PROJECT.

3. To assure that the CITY's actions are in accordance with Federal, State and local laws, regulations and policies.

4. To program Federal Enhancement funding for a maximum of Eight Hundred One Thousand Five Hundred Sixty-three and No/100 Dollars ($801,563.00) for the PROJECT, and to set up a Project Identification Number to track all PROJECT costs.

5. Once the funding is programmed, to authorize through a written notice to proceed, the CITY to proceed with the design of the PROJECT.

6. To coordinate the NEPA process, environmental permits and clearances with the appropriate Regulatory Agency and the CITY based on the documentation provided by the CITY.

7. Upon receipt of the NEPA documentation, environmental permits and clearances, to assure that Federal environmental laws and regulations were met on the PROJECT and to certify the PROJECT in accordance with Federal requirements.

8. To review and comment on the CITY's design (including plans, specifications and estimates) in a timely manner.

9. To review the CITY design and assure that Manual of Uniform Traffic Control Devices (MUTCD) Guidelines are followed.

10. To invoke the DEPARTMENT's authority under NRS 408.210 (4) to require relocation or adjustment of any encroachments including utility facilities on DEPARTMENT permits occupying the DEPARTMENT's right-of-way pursuant to NRS 408.210 and/or NRS 408.423 needed to accommodate construction of the PROJECT.

11. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

12. To assure that Federal right-of-way laws and regulations are met on this PROJECT and document those actions in accordance with the DEPARTMENT's administrative requirements.

13. To assure that the CITY's procedures for advertising, bid opening and award of the PROJECT are in accordance with the Federal requirements.

14. To assure that all reporting and project documentation, as necessary for financial management and applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

15. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, through a written notice to proceed once the final design (including plans, specifications and estimates) has been reviewed and approved, all certifications have been completed and the funding authorized.

16. To assign a Project Coordinator and/or a Resident Engineer to act as the DEPARTMENT's representative to monitor all aspects of the PROJECT with specific responsibility to ensure all Federal requirements are met.

17. To issue an encroachment permit to the CITY, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

18. To reimburse the CITY, monthly as work progresses on the PROJECT, for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT PROJECT costs. Total reimbursement shall not exceed the total programmed amount minus any DEPARTMENT PROJECT expenses.

19. To transfer to the CITY its portion of maintenance responsibility after construction and upon final acceptance of the work within the limits of the PROJECT.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces the design (including the development of plans, specifications and estimates), complete the NEPA documentation, obtain the environmental permits and clearances, advertise, award and construction management of this PROJECT, as outlined in Attachment A, in accordance with State and local laws, regulations and policies and Federal regulations and policies including but not limited to those listed in the "Contract Administration Core Curriculum Participant's Manual and Reference Guide", incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated, and maintained in accordance with State laws, regulations, directives, and safety standards.

2. To include the required Federal and State provisions in the bid documentation including but not limited to those listed in Attachment B, attached hereto and incorporated herein.

3. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the new improvements at no cost to the PROJECT or the CITY.

4. To coordinate the NEPA process, environmental permits and clearances with the DEPARTMENT.

5. To invite the DEPARTMENT to project meetings including field reviews, right-of-way settings, review meetings and the pre-construction conference.

6. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design stages. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents.

7. To provide design exception documentation to the DEPARTMENT for approval.

8. To submit to the DEPARTMENT for review and approval five (5) final sets of plans, specifications and estimates prior to advertising.

9. To obtain an encroachment permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT, prior to advertising the PROJECT.

10. To follow the terms and conditions of the encroachment permit and to incorporate those terms and conditions into the contract bid documents.

11. To provide certification that the design was completed to CITY and MUTCD standards.

12. To provide written certification to the DEPARTMENT's Right-of-Way Division that the proposed improvements are to be constructed on property owned by the CITY, prior to the execution of this Agreement.

13. To proceed with the PROJECT advertisement only after receiving written approval from the DEPARTMENT.

14. To perform the contract administration of the construction contract by providing appropriate personnel to observe, review, inspect, perform materials testing, be in responsible charge of the construction and be capable of answering any question that may arise in relation to the contract plan and specifications during construction, to be responsible for insuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met, and to report to the DEPARTMENT's Resident Engineer questions as to the administration of the contract in accordance with Federal requirements and acceptable fulfillment of the contract on the part of the contractor.

15. To receive DEPARTMENT approval for any supplementals and/or change orders prior to incorporating into the PROJECT.

16. To allow the DEPARTMENT or its designated representatives to observe, review, and inspect all work associated with the PROJECT during construction.

17. To contact the DEPARTMENT's Contract Compliance Division to determine the need for and to establish the necessary Disadvantaged Business Enterprise (D.B.E.) goals for the PROJECT.

18. To monitor the consultant and/or contractor on the PROJECT, to insure that D.B.E. goals are being met in accordance with 49 CFR Part 26 and to make available to the DEPARTMENT all necessary documents to support compliance with the D.B.E. standards.

19. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual", incorporated herein by reference.

20. To require that the contractors and subcontractors for the PROJECT complete Form FHWA-1391, "Federal-Aid Highway Construction Contractors Annual EEO Report", in compliance with 23 U.S.C.140a and 23 Code of Federal Regulations Part 230. The data for Form FHWA-1391 shall be for PROJECT personnel only and shall be taken from the last payroll period for the month of July. The form shall be forwarded to the DEPARTMENT's Resident Engineer by the 20th of August for each year that work is completed on the PROJECT during the month of July.

21. To submit two (2) sets of as-built plans to the DEPARTMENT prior to requesting the conduct of the final inspection.

22. To invoice the DEPARTMENT monthly as work progresses on the PROJECT for actual PROJECT costs. Total reimbursement shall not exceed the total programmed amount minus any DEPARTMENT PROJECT expenses. Invoices for preliminary engineering shall be forwarded to the DEPARTMENT's Stewardship Coordinator for processing. Invoices for the construction phase shall be forwarded to the DEPARTMENT's Resident Engineer for review. The Resident Engineer shall forward the invoice to the DEPARTMENT's Stewardship Coordinator.

23. To be responsible for the five percent (5%) match of Federal funds and for one hundred percent (100%) of all costs exceeding the programmed Federal funds.

24. To accept maintenance responsibilities upon completion and final written acceptance of the PROJECT by the DEPARTMENT.

25. The CITY agrees to provide at no cost to the PROJECT construction engineering, which includes the costs of inspecting and testing for the construction phase of the project.

26. To complete and sign Attachment C - "Affidavit Required under Section 112(c) of Title 23 United States Code", and Attachment D - "Certification Required by Section 1352 of Title

31, United States Code, Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities", attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including September 30, 2008, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in Office of Management and Budget (OMB) Circular A-87.

3. The description of the PROJECT is preliminary and may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation in order to accommodate the PROJECT. If it is determined at a later date that this is not the case, an amendment to this Agreement shall be required. The DEPARTMENT shall acquire all necessary right-of-way and/or work with the utility companies in order to relocate the impacted utilities. All costs associated with the right-of-way acquisition and/or utility relocation shall become a PROJECT cost. The CITY will be responsible for completing the additional NEPA documentation, environmental permits and clearances associated with the right-of-way acquisition. The DEPARTMENT will coordinate with the Regulatory Agencies and the CITY and will certify the PROJECT in accordance with the Federal requirements.

5. Each party agrees to complete a final inspection and punch list prior to final acceptance of the work by the DEPARTMENT.

6. The total PROJECT costs are Eight Hundred Forty-three Thousand Seven Hundred Fifty and No/100 Dollars ($843,750.00), which includes Eight Hundred One Thousand Five Hundred Sixty-three and No/100 Dollars ($801,563.00), comprising ninety-five percent (95%), of Federal funding, and a match of Forty-two Thousand One Hundred Eighty-seven and No/100 Dollars ($42,187), comprising five percent (5%), which match shall be the responsibility of the CITY.

7. The following is a summary of estimated costs and available funds.

Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 250,000.00
DEPARTMENT Construction Engineering Costs:	$ 7,500.00

Construction Costs:	$ 581,250.00
Total Costs:	$ 843,750.00

Available Funding Sources:

Federal Enhancement Funds:	$ 801,563.00
CITY Funds:	$ 42,187.00
Total Funding:	$ 843,750.00

8. The CITY is responsible for the matching funds, which may be cash.

9. The CITY may incur no PROJECT costs until this Agreement is executed and the DEPARTMENT has issued a "Notice to Proceed".

10. The total PROJECT costs shall be determined by adding together the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. The CITY match will be calculated using the applicable percent of the total PROJECT costs eligible for Federal funding. The CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding.

11. The DEPARTMENT does not provide any warranty that the estimate is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices.

12. This Agreement may be terminated by either party provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties. The parties expressly agree that this Agreement shall be terminated immediately if for any reason Federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

13. Should this Agreement be terminated by the CITY for any reason prior to completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall be required to reimburse all of the PROJECT costs incurred to date of termination, including any costs incurred by the DEPARTMENT as a result of the termination.

14. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified

mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Attn: Jason Tyrrell
Stewardship Coordinator
Nevada Department of Transportation
Roadway Design
123 E. Washington Street
P.O. Box 170
Las Vegas, Nevada 89125
Phone: (702) 671-8852
Fax: (702) 671-8850
E - mail address: jtyrrell@dot.state.nv.us

FOR CITY:

Daniel Keating P.E.
Engineering Project Manager
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6550
Fax: (702) 868-6374
E -mail: dkeating@ci.las-vegas.nv.us

15. The CITY will award the total contract in accordance with its rules and procedures to the lowest responsive and responsible bidder.

16. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification ("indemnified party"), to serve the other party ("indemnifying party") with written notice of actual or pending claim, within 30 days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

17. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

18. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Agreement.

19. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

20. All or any property presently owned by either party shall remain in such possession upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

21. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

22. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation is maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

23. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

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

25. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in cooperative action set forth herein.

26. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

27. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this

Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

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

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor, City of Las Vegas

Attest:

Barbara Jo Ronemus
City Clerk

Approved as to Form:

1/4/05
Thomas R. Green
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Reviewed:

Ruedy Edgington, P.E.
Assistant Director - Engineering

Recommended:

Mary Martini, P.E.
District Engineer

Recommended:

Heidi A. Mireles
Chief Right-of-Way Agent

Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
PROJECT

The project consists of the construction of pedestrian enhancements which include; sidewalk bulb-outs, mid-block raised pedestrian crossings with in-ground pedestrian activated LED lighting, removal and installation of new curb, gutter and sidewalk, landscaping, and related traffic signalization and drainage improvements. The limits of the Project are on Fremont Street (SR-582) from Las Vegas Boulevard to 8th Street as depicted on the attached drawings. The estimated Project costs are as shown below.

FREMONT STREET PEDESTRIAN IMPROVEMENTS - COST ESTIMATE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ROADWAY/SIGNALS & LIGHTING				
REMOVE OF CURB AND GUTTER	2,700.00	LF	$ 8.00	$ 21,600.00
REMOVE SIDEWALK	3,750.00	SY	$ 20.00	$ 75,000.00
SWIRL COLORED 4" CONCRETE SIDEWALK	40,500.00	SF	$ 12.00	$ 486,000.00
BLACK COLORED 8" CONCRETE PAVEMENT PED CROSSING	1,800.00	SF	$ 20.00	$ 36,000.00
STANDARD 10" CONCRETE PAVEMENT LOADING ZONES ***	9,000.00	SF	$ 12.00	$ 108,000.00
L-TYPE CURB AND GUTTER	2,700.00	LF	$ 13.00	$ 35,100.00
A-TYPE CURB	300.00	LF	$ 7.00	$ 2,100.00
STREET LIGHT	15.00	EACH	$ 5,500.00	$ 82,500.00
PEDESTRIAN LIGHTING	48.00	EACH	$ 5,500.00	$ 264,000.00
TRAFFIC SIGNAL	3.00	EACH	$ 200,000.00	$ 600,000.00
FIBER OPTIC INTERCONNECT CONDUIT AND CABLE	1,200.00	LF	$ 20.00	$ 24,000.00
FIBER OPTIC PULLBOX	6.00	EACH	$ 3,000.00	$ 18,000.00
2" POWER CONDUIT	3,600.00	LF	$ 5.00	$ 18,000.00
POWER PULLBOXES	18.00	EACH	$ 500.00	$ 9,000.00
MEDIAN SIGN FOUNDATION	3.00	LS	$ 5,000.00	$ 15,000.00
SIGNING AND MARKING	60.00	EACH	$ 250.00	$ 15,000.00
STRIPING	2,400.00	LF	$ 1.50	$ 3,600.00
SIDE STREET RESTRIPING WITH METERS ***	84.00	EACH	$ 700.00	$ 58,800.00
REMOVE AND RESET PULLBOX	15.00	EACH	$ 650.00	$ 3,000.00
REMOVE PAYPHONES	15.00	EACH	$ 200.00	$ 9,750.00
EXISTING CONCRETE PAVEMENT DEMOLITION	7,500.00	SY	$ 10.00	$ 75,000.00
ROADWAY EXCAVATION	3,000.00	CY	$ 15.00	$ 45,000.00
AGGREGATE BASE	3,750.00	CY	$ 20.00	$ 75,000.00
4" PLANTMIX BITUMINOUS SURFACE	5,100.00	SY	$ 16.00	$ 81,600.00
3/4" OPEN GRADE SURFACE	4,950.00	SY	$ 3.00	$ 14,850.00
ADJUST COVERS	3.00	EACH	$ 700.00	$ 2,100.00
ADJUST MANHOLES	6.00	EACH	$ 500.00	$ 3,000.00
ADJUST VALVES	9.00	EACH	$ 500.00	$ 4,500.00
SUBTOTAL				$ 2,185,500.00

*** Not Eligible Project Cost

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
LANDSCAPING/IRRIGATION				
LANDSCAPE WITHIN MEDIAN	600.00	SF	$ 3.00	$ 99,000.00
LVVWD 1" WATER SERVICE	3.00	EACH	$ 9,000.00	$ 1,800.00
IRRIGATION MAINLINE (WITH ALLOWANCES FOR SLEEVING)	2,400.00	LF	$ 3.00	$ 27,000.00
METER, BACKFLOW, RAIN SENSOR MISC.	3.00	LS	$ 2,500.00	$ 7,200.00
MAXICOM CONTROLLER (ESP-16-SAT	3.00	EACH	$ 2,500.00	$ 7,500.00
ELECTRIC VALVES W/ SENSOR	12.00	EACH	$ 200.00	$ 7,500.00
IRRIGATION HEADS (BUBBLERS OR FLOOD BUBBLERS) 2 PER TREE	300.00	EACH	$ 20.00	$ 2,400.00
CONTROL WIRING	1,200.00	LF	$ 2.00	$ 6,000.00
QUICK COUPLERS	6.00	EACH	$ 150.00	$ 2,400.00
WASHINGTON PALMS (15' CLEAR TRUNK) ***	150.00	EACH	$ 660.00	$ 900.00
SUBTOTAL				$ 161,700.00
STREET FURNISHINGS				
TRASH RECEPTACLES (PRECAST CONCRETE W/ FRIEZE DETAIL)	24.00	EACH	$ 750.00	$ 18,000.00
3' TABLET BENCHES (PRECAST CONCRETE W/ FRIEZE DETAIL)	60.00	EACH	$ 500.00	$ 30,000.00
PERMANENT BOLLARDS	72.00	EACH	$ 450.00	$ 32,400.00
REMOVABLE BOLLARDS	24.00	EACH	$ 550.00	$ 13,200.00
MISCELLANEOUS (SIGNS, HARDWARE)	1,200.00	LF	$ 30.00	$ 36,000.00
SUBTOTAL				$ 129,600.00
MOBILIZATION	1.00	LS	$ 173,376.00	$ 173,376.00
CONTINGENCIES	1.00	LS	$ 349,824.00	$ 349,824.00
TOTAL ESTIMATED CONSTRUCTION COSTS				$ 3,000,000.00
CONSTRUCTION ENGINEERING (CITY OF LAS VEGAS) ***	1.00	LS	$ 270,000.00	$ 270,000.00
CONSTRUCTION ENGINEERING (DEPARTMENT)	1.00	LS	$ 7,500.00	$ 7,500.00
PRELIMINARY ENGINEERING (CITY OF LAS VEGAS)	1.00	LS	$ 300,000.00	$ 300,000.00
PRELIMINARY ENGINEERING (DEPARTMENT)	1.00	LS	$ 5,000.00	$ 5,000.00
TOTAL ESTIMATED PROJECT COSTS				$ 3,582,500.00
TOTAL ESTIMATED PROJECT COSTS ASSOCIATED WITH AGREEMENT				$ 843,750.00
TOTAL ESTIMATED PROJECT COSTS NOT COVERED BY AGREEMENT				$ 2,738,750.00

*** Not Eligible Project Cost

WEST LIMIT
EAST LIMIT
STEWART
AVE
MESQUITE
AVE
3RD
ST
BLVD
ST
ST
4TH
LAS VEGAS
OGDEN
7TH
AVE
8TH
ST
CARSON
ST
AVE
6TH
FREMONT
ST
9TH
BRIDGER
AVE
ST
10TH
Copyright (C) 2001 City of Las Vegas

Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS WITH DBE GOALS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities
Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

NDOT – DBE (MBE/WBE) Information*

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**

* **Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

** **Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of [redacted]ct upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those [redacted]gulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order ll246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work

force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

> It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with

such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

   a. Black (a person having origins in any of the black racial groups of Africa);

   b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

   c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

   d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

   e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

   a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

      (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____
} **SS**
COUNTY OF _____

I, _____**(Name of party signing this affidavit and the Proposal Form)**
_____ **(title).**

being duly sworn do depose and say: That
_____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ **day of** _____**, 20** _____

_____
Signature

(SEAL)

_____
Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
c. Initial award
d. post-award

3. Report Type:
☐ a. initial filing
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Sub-awardee
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

CONTRACT NO.:_____ **CONTRACTOR:**

NAME OF SUBCONTRACTOR	USED	DBE STATUS
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified
	☐ Yes ☐ No	☐ DBE Certified ☐ Not DBE Certified

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

*This information must be submitted with your bid proposal. The bidder shall enter **"NONE"** under **"NAME OF SUBCONTRACTOR"** if not utilizing subcontractors exceeding this amount.*

NAME OF SUBCONTRACTOR	CONTRACT ITEM NO(S).	NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

***NOTE:** Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract*

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or $50,000, whichever is greater)

CONTRACT NO. _____ *CONTRACTOR*

_____

PROJECT NO. (S). _____ *ADDRESS*

_____

_____ _____

BID AMOUNT $ _____

This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two (2) hours.

NAME OF SUBCONTRACTOR	CONTRACT ITEM NO(S).	NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

NOTE: ***Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract***

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

Attachment C

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF NEVADA
COUNTY OF CLARK } **SS**

I, OSCAR B. GOODMAN **(Name of party signing this affidavit and the Proposal Form)**
MAYOR **(title).**

being duly sworn do depose and say: That
CITY OF LAS VEGAS

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

nsert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Mayor
Title

Sworn to before me this 10th **day of** May, **20** 05

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

(SEAL)

Signature

Notary Public
Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name (please type or print)

OSCAR B. GOODMAN

Signature

Mayor

Title

Attest:

By

BARBARA JO RONEMUS, City Clerk

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
☐ c. Initial award
☐ d. post-award

3. Report Type:
☐ a. initial filing
☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ Prime ☐ Sub-awardee
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

City of Las Vegas

Agenda Item No. 39

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of Interlocal Agreement 110872 with the Las Vegas Valley Water District for construction and funding of water facilities as part of the Tenaya Way Improvement Project - Ward 6 (Mack)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This Agreement allows the City to include water facilities as part of the Tenaya Way Improvement Project, in Tenaya Way between Centennial Parkway and Elkhorn Road. The City will construct and provide contract administration for the construction of these facilities with funding provided by the Las Vegas Valley Water District, in accordance with this Interlocal Agreement.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement 110872

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

INTERLOCAL AGREEMENT
CONSTRUCTION AND FUNDING OF WATER FACILITIES AS PART OF THE TENAYA WAY IMPROVEMENT PROJECT

THIS AGREEMENT is made and entered into this 4th day of May, 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 Tenaya Way Improvement Project, in Tenaya Way between Centennial Parkway and Elkhorn Road (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:

Thomas R. Green 4/14/05
City Attorney – DEPUTY
City of Las Vegas

ATTEST:

Barbara Jo Ronemus, City Clerk

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

for Charles K. Hauser, General Counsel
Las Vegas Valley Water District

ATTEST:

Patricia Mulroy, Secretary

LAS VEGAS VALLEY WATER DISTRICT

Myrna Williams, President
Board of Directors

CITY OF LAS VEGAS
TENAYA WAY IMPROVEMENT PROJECT
PROJECT NO. 71434

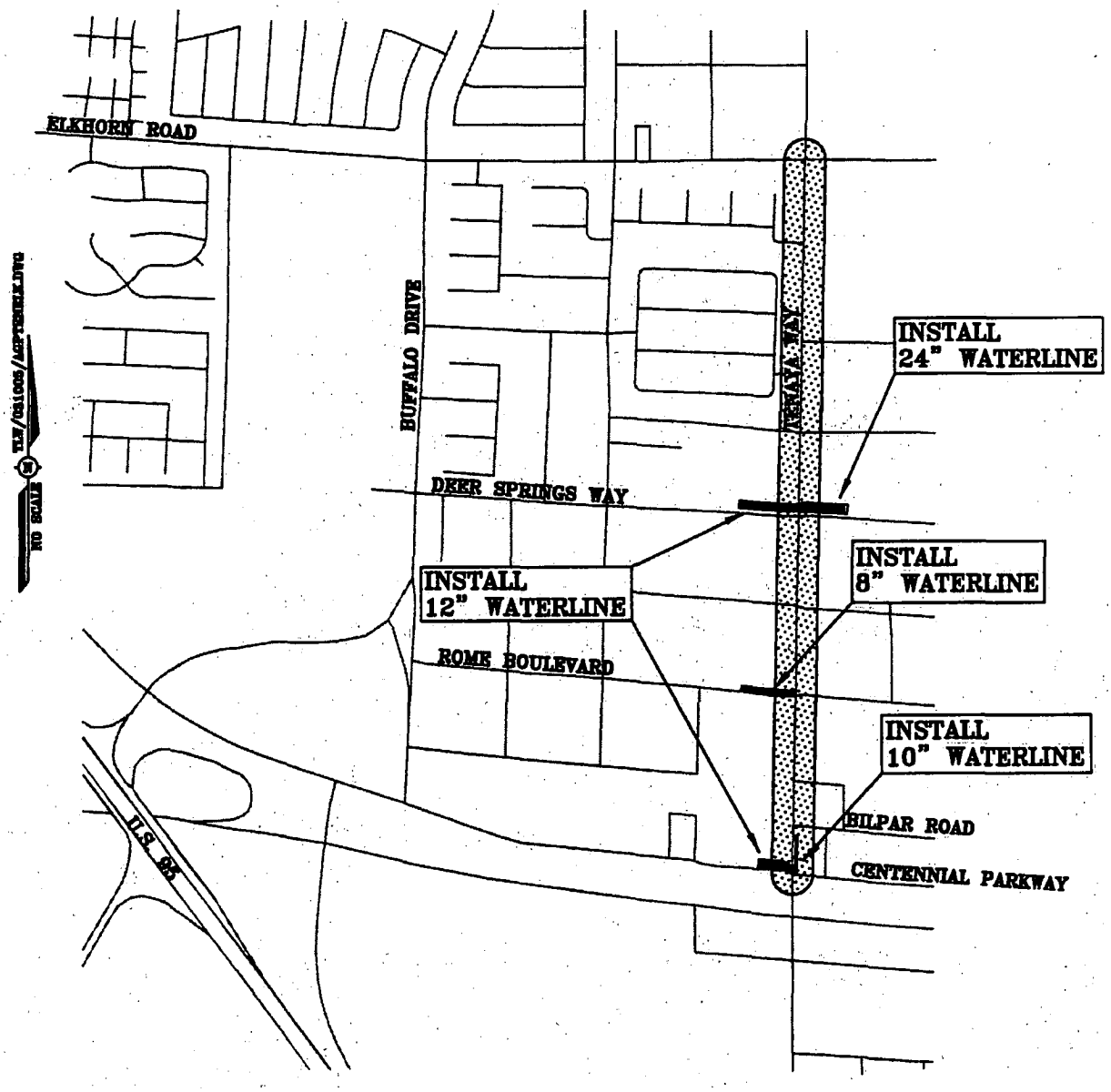

EXHIBIT I

City of Las Vegas

Agenda Item No. 40

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Engineering Design Services Agreement between PBS&J and the City of Las Vegas for the Mountain Edge Environmental Assessment and Cultural Resource Identification and Mitigation ($72,000 - Regional Transportation Commission of Southern Nevada [RTC]) - Ward 6 (Mack)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$72,000.00
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works/City Engineer
[ ]	**Augmentation Required**	**Funding Source:**	RTC

PURPOSE/BACKGROUND:

This Engineering Design Services Agreement will provide an environmental assessment for the planned Mountain Edge Parkway located between Grand Teton Drive and Fort Apache Road. This will support the City's request for a right-of-way grant from the Bureau of Land Management for the Mountain Edge Parkway project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Engineering Design Services Agreement

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

ENGINEERING DESIGN SERVICES AGREEMENT FOR THE MOUNTAIN EDGE PARKWAY ENVIRONMENTAL ASSESSMENT AND CULTURAL RESOURCE IDENTIFICATION AND MITIGATION

THIS AGREEMENT is made and entered into this 4th day of May, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City"), and PBS&J (herein the "Consultant").

WITNESSETH:

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 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 Mike McFall, Director of Engineering, 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 any regulatory agencies for approval and review prior to the mailing such correspondence.

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUB-CONSULTANT AGREEMENT

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

(i) The Consultant agrees to pay the sub-consultant when paid by the City for that portion of the services provided to the City and no liability shall arise on the part of the Consultant to the sub-consultant for payment of the sub-consultant services until payment has

been made to the Consultant by the City. If the City has paid the Consultant for said sub-consultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

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

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

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

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City Council or other person duly authorized to execute this Agreement (which shall be inserted in the first paragraph set forth above) and shall remain in force and effect 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 $72,000 as the total appropriation for the performance of this Agreement. In no event shall the total payments to the Consultant for the 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 total payments to the Consultant for the completion of these tasks shall not exceed Sixty Two Thousand Eight Hundred and 00/100 Dollars ($62,800) 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 on 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 Nine Thousand Two Hundred and 00/100 Dollars ($9,200) 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. Payment shall be due within 45 days after the date of receipt and approval by the City's Representative of the monthly invoice. Failure to pay the Consultant within the 45 day period shall result in a one-half of one percent (1/2%) charge on the unpaid balance unless the City has notified the Consultant within the aforementioned period that it is disputing the amount due and owing under the invoice. Such disputes shall be handled as provided in Section 10.20A of this Agreement.

7.05 ***Retention.*** Upon approval, the City shall pay to the Consultant one hundred percent (100%) of the amount of the monthly invoice with the remaining zero percent (0%) being retained for the purpose set forth in Section 7.06 of this Agreement. The percentage of retention may be increased as provided in Section 8.03 of this Agreement.

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

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

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.

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 drainage study, plans, exhibits and other documents (including electronic media) prepared or assembled by the Consultant, or any of its sub consultants, 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 drainage study, plans, exhibits and other documents related to this Agreement not in its possession. The drainage study, plans, exhibits 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.

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 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 bodily injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 for the duration of 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 duration of 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 $50,000 without the written approval of the City. Certificates indicating that such insurance is in effect shall be delivered to the City before any services are provided under this Agreement.

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

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

As part of its obligation hereunder, the Consultant shall, at is 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 or 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 reasonable 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 will visit the location of the Project and will familiarize 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
Charles Kajkowski, P.E.
Fax: (702) 382-3232

TO CONSULTANT:

PBS&J
2270 Corporate Circle
Henderson, NV 89074
Attn: Mike McFall
Fax: (702) 990-7262

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

10.20 ***Dispute Resolution.***

A. ***Fee Disputes***. Any fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnish a copy thereof, to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the City Manager a written appeal from the decision, addressed to the City Council in care of the Director of Public Works. The decision of the City Council, or its duly authorized representative for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute by the City Council, or its duly authorized representative, the Consultant shall proceed diligently with the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

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

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

C. ***Right of Joinder***. In the event the City is named as a party to any arbitration action, or commences an arbitration action against a party other than the Consultant, which action arises out of, results from or is connected with the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration action between the City and the contractor awarded the contract to construct the Project), the Consultant agrees and hereby irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant hereunder is conditioned upon the handling of such arbitration in accordance with the arbitration rules of the Nevada Arbitration Association or the American Arbitration Association or as otherwise agreed to by the parties. None of the time provisions imposed under Subsection D and E of this Section apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding which the City commences or is named as a party and which arises out of, results from or is connected with the construction of the Project.

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

D. ***Notice of Claim***. In order to be able to arbitrate or litigate any claim, dispute or other matter in question between the parties under Subsection B of this Section, written notice thereof must be given by the party requesting the arbitration or litigation to the other party within thirty

(30) days, in the case of notice to the City, or within sixty (60) days, in the case of notice to the Consultant, after the claim, dispute or other matter arises. The purpose of such notification is to place the notified party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration or litigation from subsequently arbitrating or litigating that particular claim, dispute or other matter.

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

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

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

H. ***Mediation***. By mutual written consent, in addition to the remedy of arbitration, the parties may endeavor to settle the claim, dispute or other matter in question between the parties by mediation in accordance with the current mediation rules of the Nevada Arbitration Association, the American Arbitration Association or other mediation service agreed to by the parties. Such mediation may occur at any time, including prior to the date that a hearing may have been scheduled for the arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) day notice requirement set forth in Subsection E of this Section, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

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

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

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

10.24 ***Agreements Version.*** This Agreement utilizes the City's standard form updated as of March 8, 2002.

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

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

"City"

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

_____ 4/13/05
Deputy City Attorney Date

PBS & J

By: _____

Its: VICE PRESIDENT

"Consultant"

EXHIBITS

EXHIBIT "A"	Scope of Services (Sections 1.01, 7.02, 8.01)
EXHIBIT "A-1"	Location Map
EXHIBIT "B"	Additional Services (Sections 1.01, 4.01, 7.030
EXHIBIT "C"	Manhour Estimates (Sections 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"	N/A
EXHIBIT "F"	N/A
EXHIBIT "G"	Disclosure of Principals (Section 10.09D)

EXHIBIT A
SCOPE OF SERVICES
MOUNTAIN EDGE PARKWAY ENVIRONMENTAL ASSESSMENT AND CULTURAL RESOURCE IDENTIFICATION AND MITIGATION
IN SUPPORT OF THE BLM RIGHT-OF-WAY APPLICATION

PROJECT DESCRIPTION

The City of Las Vegas (CLV) is conducting a feasibility and location study for the planned Mountain Edge Parkway. The Mountain Edge Parkway would be located between Grand Teton Drive and Fort Apache Road. This section would have interchanges at U.S. 95, Fort Apache Road, Iron Mountain Drive, and Grand Teton Drive. This section of the parkway traverses land managed by the Bureau of Land Management (BLM) which was sold in February 2005. The CLV has requested a right-of-way (ROW) grant from the BLM to reserve the land necessary for that section of the Mountain Edge Parkway.

The Draft and Preliminary Final Mountain Edge Parkway Environmental Assessment (EA) was prepared under a previous contract to support the ROW application prepared by the CLV. Cultural Resource surveys of the federal lands and public ROW lands within the project footprint were conducted under a previous contract.

SCOPE OF SERVICES

PBS&J will revise the Preliminary Final EA as directed by the BLM Project Manager and Archaeologist on behalf of the CLV in support of their ROW application for the project described above. PBS&J will complete the EA in accordance with the Council on Environmental Quality regulations (40 CFR 1500-1508) implementing the National Environmental Policy Act (NEPA) and with the BLM NEPA Handbook and guidelines. PBS&J will furnish all labor, materials, equipment, and supplies necessary to complete the work requirements detailed in this scope of services as described below.

It was determined by the BLM Archaeologist that the private lands within the project footprint should be inventoried for cultural resources, in addition to the federal and public ROW lands that had already been completed. Therefore, this scope of services includes the survey of the private lands within the project footprint, and revision of the previously prepared Cultural Resources Report per BLM comments and additional data obtained during the field surveys.

The cultural resource surveys identified an archaeology site within the area of potential effect that the BLM determined to be eligible for listing on the National Register of Historic Properties. Therefore, a cultural resources treatment plan is required, and mitigation of the site will be conducted.

Task 1: Project Meetings

PBS&J will participate in the following meetings with the CLV and/or BLM:

- Review meeting to discuss BLM comments regarding the EA,
- Coordination meeting to discuss additional requirements for the eligible archaeology site identified;
- Review meeting to discuss the Cultural Resources Treatment Plan and the initiation of fieldwork;
- Project completion to meeting with the CLV and BLM to ensure that the EA and Cultural Resource requirements have been met.
- Periodic progress teleconference reviews, as necessary.

Task 2: Cultural Resource Inventory of Private Lands within the Project Footprint

Task 3: Final EA

PBS&J will revise the Preliminary Final EA based on the updated cultural resource information and comments provided by the BLM.

Deliverable: Five copies of the Final EA will be submitted to the CLV and BLM.

Task 4: Preparation of the Treatment Plan and Mitigation of the Site

An archaeological study of Site 26CK6898 in support of the Mountain Edge Parkway Project will be conducted. Five subtasks will be completed:

- Task 4A – Preparation of a cultural resource treatment plan
- Task 4B – Fieldwork
- Task 4C – Artifact processing and analysis
- Task 4D – Reporting
- Task 4E – Artifact curation and project close-out

A brief overview of each of these tasks is presented below.

Task 4A – Preparation of a Cultural Resource Treatment Plan

Because the site is located on land managed by the BLM, an archaeological treatment plan will be prepared in order to acquire an Archaeological Resources Protection Act (ARPA) permit from the BLM authorizing the fieldwork. This plan would include a research design outlining those research themes appropriate to the investigation of site 26CK6898 and a section outlining the methodology that will be used to collect information to address the research themes. The BLM will review this document and submit it to the Nevada State Historic Preservation Office (SHPO) for approval. A preliminary field visit with the BLM archaeologist, Stanton Rolf, will be conducted to discuss the most appropriate means to investigate the site. Specialists for radiocarbon dating, geomorphology, faunal analysis, phytolith analysis, and obsidian sourcing/obsidian hydration will be identified, should these become necessary. Costs for these sub-consultants will be considered out of scope, should the need arise. Five copies of the cultural resource treatment plan (of approximately 20 pages) will be prepared.

Task 4B – Fieldwork

Forms, equipment, artifact bags, and maps will be prepared prior to beginning fieldwork. A total station mapping unit with data collector will be used to map the site at a level of precision acceptable to the BLM. Fieldwork will involve establishing a site datum, re-inspection of the site surface, pinflagging and collecting surface artifacts, identifying surface features, laying out and digging excavation units, artifact recovery, and recovery of specimens for specialized analysis (C-14, pollen, soil, etc.). Given the size and nature of site 26CK6898, we propose to employ hand excavation units only, as there seems to be little or no potential need to employ heavy equipment to investigate the site. It is assumed that a four-person crew will be sufficient to map and excavate the site and it is anticipated that the site can be excavated within five days of field time. A geomorphologist will also spend one day at the site to record and characterize the depositional context of the site. It is important to note that it is assumed that no buried human remains will be present at the site.

Task 4C – Artifact Processing and Analysis

It is anticipated that the items to be recovered include mostly stone artifacts consisting of chipped stone debitage and ground stone tools. No ceramic artifacts were observed at the site. Although the surface of the site contains less than 50 artifacts, excavation of the rockshelter's interior may yield a significantly higher quantity of items. It is assumed that no more than 250 individual artifacts will need to be recovered, processed and analyzed. The processing of artifacts will follow guidelines established by the Nevada State Museum for archaeological collections. In addition to artifacts, specimens will be collected for specialized analysis, consisting of bulk soil samples, faunal bone, and charcoal for radiocarbon analysis. Specialized analysis for these materials are considered out of scope costs, and if necessary, will be addressed
when the need arises.

Task 4D – Reporting

Within two weeks of completion of the field effort, a fieldwork summary report will be prepared and submitted to the BLM. This document will briefly summarize the initial results of the fieldwork and will allow the BLM to proceed with disposing of the property without having to wait for a final report. This document estimated to be no more than 10 pages in length and will include a project overview map, a preliminary list of identified and excavated features, a preliminary count of artifacts recovered, and a brief summary of the work that was conducted. Five copies of this report will be submitted to the BLM.

After analysis has been completed, a final report documenting the overall results of the study will be prepared. This report will include a more detailed description of the work that was completed and will address the research themes outlined in the treatment plan. This document is estimated to be 50-100 pages in length, and a draft copy will be submitted to the BLM for review. Upon receiving BLM comments, the report will be revised and 10 copies will be distributed to the BLM and CLV.

Task 4E – Artifact Curation and Project Close-out

The final task to be completed as part of this study is the curation of those artifacts recovered from the site and the archiving on project documentation. At this time a curation facility has not been determined, but a curation agreement with the Nevada State Museum is in place and fees for curation services are $540 per cubic feet of materials curated.

Assumptions

Additional assumptions related to Task 4 area as follows:

- One initial field visit with BLM;
- No human remains are present at the site;
- No more than 250 artifacts will be recovered;
- No more than 1 subsurface feature will be identified;
- No more than 1 radiocarbon sample will need to be analyzed;
- No more than 2 cubic feet of materials will require curation;
- Grinding slabs will not require collection or curation;
- Extent of site mapping will not exceed 250 square meters;
- Fieldwork can be completed within 5 days with a single crew of four archaeologists;.
- BLM will not require any assistance with Native American consultation;
- Five copies of the cultural resource treatment plan will be prepared;
- Five copies of the end of fieldwork summary report will be prepared;
- Two copies of the draft data recovery report will be prepared for review; and
- Ten copies of the final data recovery report will be prepared.

SCHEDULE

Upon receiving an authorization to proceed, work will begin immediately. The treatment plan would be developed within 2 weeks of completing the initial field visit. Although the Nevada SHPO has 30 days to review and comment on the treatment plan, we understand that the BLM has indicated that an expedited review period may be possible. The BLM will also have to determine what level of Native American consultation and review will be required for the project. Once the required ARPA permit has been issued by the BLM, one day will be required to mobilize for the fieldwork, which is expected to last no more than 5 days.

Within 2 weeks of completing the fieldwork, a fieldwork summary report will be submitted to the BLM. Analysis is anticipated to occur over a 2 to 3 month period, and report preparation is expected to last an additional month.

EXHIBIT B
ADDITIONAL ENGINEERING SERVICES
MOUNTAIN EDGE PARKWAY ENVIRONMENTAL ASSESSMENT, AND
CUTURAL RESOURCES IDENTIFICATION AND MITIGATIONS

Upon Written Authorization from the City, the consultant shall perform additional engineering services. Additional services include, but not limited to:

1. Specialists for radiocarbon dating, geomorphology, faunal analysis, phytolith analysis, and obsidian sourcing/obsidian hydration will be identified, should these become necessary. Costs for these sub-consultants will be considered out of scope, should the need arise. Five copies of the cultural resource treatment plan (of approximately 20 pages) will be prepared.

2. In addition to artifacts, specimens will be collected for specialized analysis, consisting of bulk soil samples, faunal bone, and charcoal for radiocarbon analysis. Specialized analysis for these materials are considered out of scope costs, and if necessary, will be addressed when the need arises.

	EXHIBIT C AND D					
Supplemental Services for the Mountain Edge EA & Cultural Resources Surveys						
			20 Ac. Private Property		**Additional Work**	
Program Manager	Hour	$155.00	4	$ 620.00	4	$620.00
Project Manager	Hour	$125.00	20	$ 2,500.00	16	$2,000.00
Senior Engineer/Scientist/Planner II	Hour	$115.00		$ -		
Senior Engineer/Scientist/Planner I	Hour	$100.00		$ -		
Engineer/Scientist/Planner II	Hour	$85.00		$ -		
Engineer/Scientist/Planner I	Hour	$75.00		$ -		
Technician	Hour	$65.00		$ -		
Senior GIS Analyst	Hour	$85.00		$ -		
GIS Analyst	Hour	$60.00		$ -		
Administrative Support/Graphics	Hour	$50.00		$ -		
Administrative Support	Hour	$45.00	4	$ 180.00	4	$180.00
TOTAL LABOR			**28**	**$ 3,300.00**		**$2,800.00**
Item	**Unit of Measure**	**Rate**	**Qty**	**$**		
Copies (B/W)	Each	$ 0.10		$ -		
Copies (Color)	Each	$ 1.00		$ -		
Copies (Plots)	Each	$ 4.00		$ -		
Mileage	Mile	$ 0.375	75	$ 28.13		
Postage/Express Mail	Pkg	$ 15.00		$ -		
Supplies	LS	$ 50.00		$ -		
SUBTOTAL DIRECT COSTS				**$ 28.13**		
Meals & Incidentals	Day	$ -		$ -		
Lodging	Day	$ -		$ -		
Airfare	RT	$ -		$ -		
Car Rental/gas	Day	$ -		$ -		
SUBTOTAL TRAVEL				$ -		
Subconsultant	LS	$ 5,171.87		$ 5,171.87		$51,500.00
SUBTOTAL SUBCONTRACTORS				**$ 5,171.87**		
TOTAL EXPENSES				**$ 5,200.00**		$51,500.00
TOTAL (Not-to-exceed)				**$ 8,500.00**		**$ 54,300.00**
GRAND TOTAL (Not-to-exceed)				**$ 62,800.00**		

EXHIBIT E
MILESTONE SCHEDULE
MOUNTAIN EDGE PARKWAY ENVIRONMENTAL ASSESSMENT, AND CULTURAL RESOURCES TREATMENT PLAN AND SITE MITIGATION IN SUPPORT OF THE BLM RIGHT-OF-WAY APPLICATION

Milestone	Date
Notice to Proceed	April 11, 2005
Initial Field Visit with BLM (dependent on BLM Archaeologist's availability)	April 14, 2005
Submit Treatment Plan to BLM	April 28, 2005
State Historic Preservation Office (SHPO) Review of Treatment Plan	May 28, 2005
Receive ARPA Permit from BLM	June 1, 2005
Begin Fieldwork	June 3, 2005
Complete Fieldwork	June 8, 2005
Submit Fieldwork Summary Report to BLM	June 22, 2005
Artifact analysis complete	September 8, 2005
Submit Final Report to BLM	October 8, 2005

Note: The BLM Archaeologist indicated that SHPO review process may be expedited, which would accelerate the above schedule. In addition, the BLM indicated that the requested right-of-way may be granted as soon as fieldwork is initiated (June 3, 2005).

EXHIBIT G
Certificate - Disclosure of Ownership/Principals

1. Definitions

   "City" means the City of Las Vegas.

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

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

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

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

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

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

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

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Block 1	**Contracting Entity**
Name	PBS&J
Address	2270 Corporate Circle, Suite 100 Henderson, Nevada 89074-6382
Telephone	(702) 263-7275 X3190
EIN or DUNS	05-043-9223 DUNS

Block 2	**Description**
Subject Matter of Contract/Agreement:	Mountain Edge Parkway EA and Cultural Resources Support
RFP #:	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Joseph L. Miller	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
2.	Todd J. Kenner	2270 Corporate Circle, Suite 100 Henderson, Nevada 89074-6382	(702) 263-7275
3.	William P. Pitcher	2001 NW 107th Avenue Miami, Florida 33172-2507	(305) 592-7275
4.	Donald R. Vogt	12101 Indian Creek Court Beltsville, Maryland 20705	(301) 210-6800
5.	Elliott L. Grosh	5300 W. Cypress Street, Suite 300 Tampa, Florida 33607-1712	(813) 282-7275
6.	Robert J. Paulsen	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
7.	Judith A. Squillante	2001 NW 107th Avenue Miami, Florida 33172-2507	(305) 592-7275
8.	Richard W. Karaswiewicz	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
9.	Robert A. Morrell	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
10.	Thomas D. Pellarin	482 South Keller Road Orlando, Florida 32810	(407) 647-7275

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: _____

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

STATE OF NEVADA
COUNTY OF CLARK

Todd J. Kenner
Name

April 8, 2005
Date

Subscribed and sworn to before me this 8th day of APRIL 2005

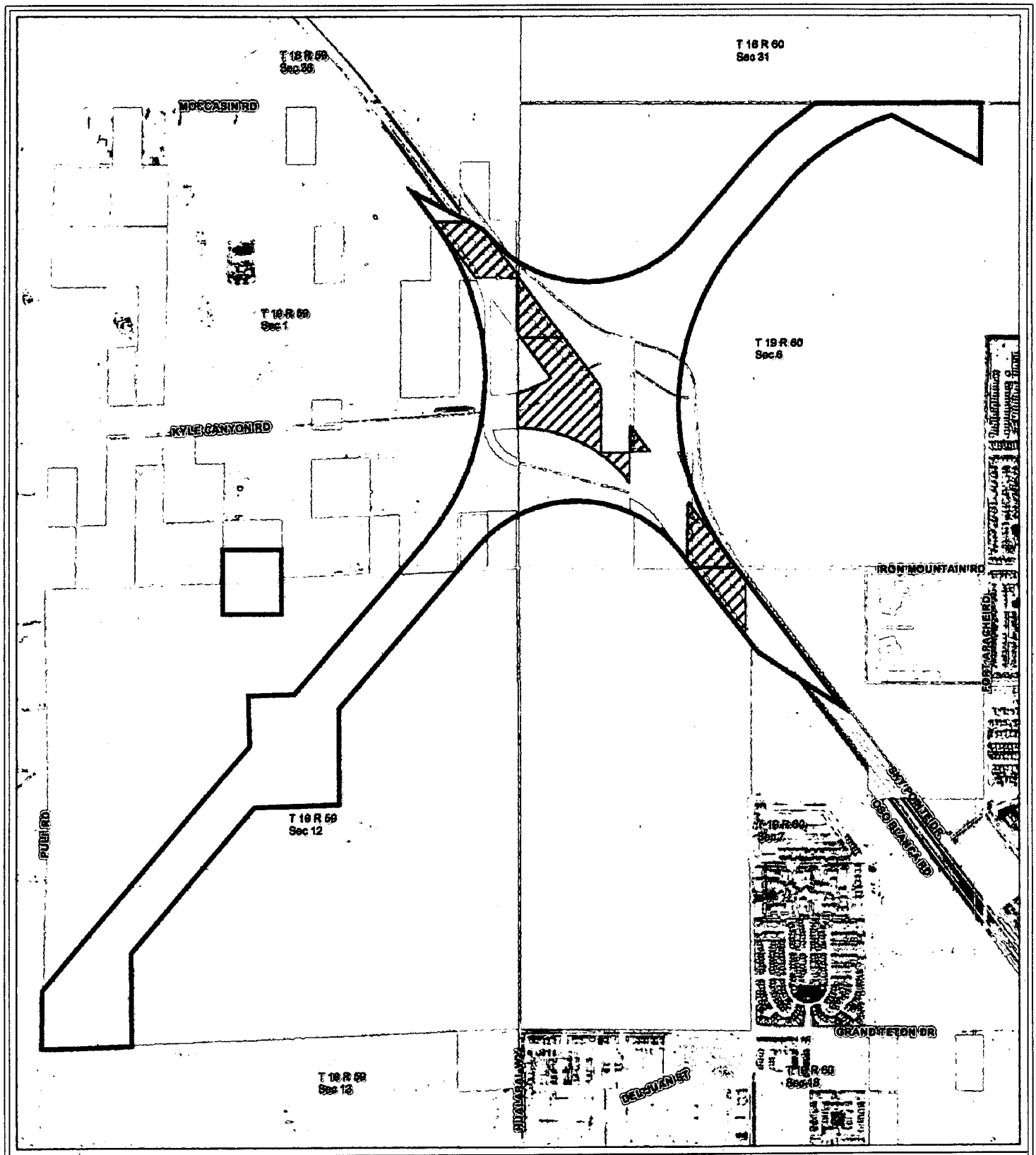
Patricia Ann Deck
Notary Public

PATRICIA ANN DECK
Notary Public State of Nevada
No. 00-65439-1
My appt. exp. Oct. 18, 2008

Block 4 Disclosure of Ownership and Principals – Continuation

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	James E. Breland	5665 New Northside Drive, Suite 400 Atlanta, Georgia 30328	(770) 933-0280
12.	John S. Shearer	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
13.	Randy Larson	5300 W. Cypress Street, Suite 300 Tampa, FL 33607-1712	(305) 592-7275
14.	John B. Zumwalt, III	5300 W. Cypress Street, Suite 300 Tampa, Florida 33607-1712	(813) 282-7275
15.	Richard A. Wickett	2001 NW 107th Avenue Miami, Florida 33172-2507	(305) 592-7275
16.	Edward C. Jensen	482 South Keller Road Orlando, Florida 32810	(407) 647-7275
17.	The PBS&J Profit Sharing Plan and Trust	2001 NW 107th Avenue Miami, Florida 33172-2507	(305) 592-7275



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City of Las Vegas

Agenda Item No. 41

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of Iron Mountain Ranch Trail Development Agreement between the City of Las Vegas and KB Home Nevada, Inc., for a trail alignment adjacent to the corner of Horse Drive and Bradley Road ($96,769 - Southern Nevada Public Land Management Act Funds [SNPLMA]) - Ward 6 (Mack)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$96,769.00
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works
[ ]	**Augmentation Required**	**Funding Source:**	SNPLMA Funds

PURPOSE/BACKGROUND:

Additional trail segments will be built adjacent to the park being constructed by KB Home Nevada, Inc., along Bradley Road and Horse Drive. These improvements will consist of planting beds, irrigations systems, a concrete sidewalk and landscaping. A companion item presented by Finance will fund this project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Iron Mountain Ranch Trail Development Agreement

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

IRON MOUNTAIN RANCH TRAIL DEVELOPMENT AGREEMENT
HORSE /BRADLEY SITE

THIS AGREEMENT, made and entered into this 4th day of May, 2005 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and KB HOME Nevada Inc., 750 Pilot Road, Suite F, Las Vegas, Nevada 89119 (hereinafter referred to as the "Developer") ;

WITNESSETH:

WHEREAS, the City has made application (#N 65607 pursuant to the Recreation and Public Purposes Act, 43 USC Sec. 869—the "R&PP Act") to the United States Bureau of Land Management ("BLM") to acquire a site on certain real property that is located within the corporate boundaries of the City known as the future site of Horse/Bradley Park, APN No. 125-12-301-002 (the "Property" herein) depicted on Exhibit A attached hereto; and

WHEREAS, pursuant to that certain Iron Mountain Ranch Park Development Agreement #2, the Developer has agreed to develop and improve a portion of the above referenced BLM Property as a 4.82-acre park (the "Park") as a portion of the open space required by the Master Plan; and

WHEREAS, subject to reimbursement by the City as set forth herein, the City has requested and the Developer has agreed to construct approximately 1000 linear feet of planting beds including trees and shrubs, irrigation controls and select segments of concrete paving sidewalk trail (collectively, the "Trail Improvements"), which will be located adjacent to the Park, as more particularly depicted on Exhibit A attached hereto and incorporated herein by reference. Exhibit B attached to this Agreement and incorporated herein by reference, contains documentation that details the cost of the Trail Improvements in the amount of $96,769.00 (the "Trail Improvement Cost").

WHEREAS, compliance with the R&PP Act will require the execution by the Developer and the City of an agreement that provides for the installation by the Developer of the improvements required to create and complete the Trail Improvements; and

WHEREAS, by its execution of this Agreement, the Developer intends to bind and obligate itself and its heirs, successors and assigns to install the Trail Improvements in the manner and at the times that are hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, said parties do hereby agree as follows:

1. COVENANT OF INSTALLATION, MAINTENANCE AND WORKSITE CLEAN-UP: The Developer, for itself, its heirs, successors and assigns, hereby covenants and agrees that:

(A) Subject to reimbursement by the City pursuant to Section 12 below, at its sole cost and expense, the Developer shall pay for all necessary labor and materials and shall install all of the Trail Improvements substantially in accordance with the terms of this Agreement and in accordance with the Plans and Specifications (as hereinafter defined) (collectively the "Work"), and shall execute a bill of sale thereby conveying the Trail Improvements to the City and deliver such bill of sale and the completed Trail Improvements to the City free of all liens and claims after a final inspection by the City pursuant to Section 4 herein; provided, however, Developer's monetary obligation to install and construct the Trail Improvements shall not exceed the Trail Improvement Cost.

(B) Developer, for a period of one year after its conveyance of the Trail Improvements to the City, warrants and represents to City that the workmanship of the Trail Improvements and all other aspects of the Work shall be in conformance with the Plans and Specifications, current City of Las Vegas design and construction standards, this Agreement and free from material faults or defects of design, material and/or workmanship. Developer agrees to satisfy its warranty obligations under this subparagraph B upon written notice from the City of the same, at no cost to City. Aside from Developer's warranty obligations as set forth in the preceding sentence, all other costs of the ownership, operation and maintenance of the Trail Improvements following Developer's completion and conveyance thereof to the City, shall be the responsibility of the City, including without limitation, any customary insurance, janitorial service, security, extraordinary maintenance and/or replacement requirements, water, sewer and all other utility fees, etc. The City shall assume all risks of ownership of the Trail Improvements following the conveyance thereof from Developer, including, without limitation, risk of loss and all liability of ownership.

2. PLANS AND SPECIFICATIONS: The Developer shall submit the plans for the Trail Improvements in stages of 100% plan sets to the City's Parks Development Team and obtain

approval thereof from the City prior to proceeding with other necessary approvals and documentation required by the development process through the regulatory authorities referred to below. The Park Development Team shall use reasonable and diligent efforts to timely provide comments to and/or approve, as appropriate, any and all submissions of such plans by Developer (as approved and together with the Specifications (as hereinafter defined), the "Plans and Specifications"). The Developer hereby assumes full and complete responsibility for the accuracy of such Plans and Specifications, and any subsequent approval thereof by the City shall not relieve the Developer of such responsibility. Developer acknowledges that the City must obtain certain real property rights and other requisite approvals of the BLM for the location, construction and operation of the contemplated Trail Improvements. Developer shall have no obligation to construct the Trail Improvements until such time as all required rights and approvals from the BLM have been obtained by the City. City covenants to use its best efforts to obtain said requisite BLM real property rights and approvals as soon as possible, and Developer agrees to accommodate the City, and not interfere with the City, with respect to the time and efforts required of the City in obtaining such rights and approvals. The Developer does hereby acknowledge and agree that the City, acting by or through its Parks Development Team, does not have any control, authority or influence over the decisions or requirements of BLM or other regulatory authorities which are separate from the City, or which may be departments of the City acting in a regulatory manner including, but not limited to, the Building Department, Fire Department, Planning Department or divisions within the Department of Public Works; provided, however, that nothing in this Agreement shall serve to subject the Developer to any statutory or other regulatory enactment adopted following the City's approval of the Plans and Specifications. The Developer is responsible for complying with the requirements imposed by the regulatory authorities (including complying with the departments of the City acting in a regulatory manner), as of the date hereof, and any delays resulting to the Developer in the performance of this Agreement from having to comply with such requirements are solely the responsibility of the Developer, and not attributable in any manner to the City herein (i.e., it shall be the responsibility of the Developer to obtain any inspections required for this project through the City, State of Nevada or other local agencies). Notwithstanding the foregoing, the City covenants to use its diligent efforts to obtain (or assist Developer in obtaining, as applicable) any requisite BLM or other governmental agency approval of the contemplated Trail Improvements as soon as possible. The Developer shall secure and pay for the necessary permits including, but not limited to, building permit, dust control permit, sanitation or sewer discharge permit, water permit, plant survey, mitigation fees and all applicable BLM fees and requests for development or

other applicable permits, and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Trail Improvements.

3. NOTIFICATION AND INSPECTIONS: The Developer agrees to notify the Park Development Team Project Manager ("PDTPM"), as so designated from time to time by the Director of the Department of Public Works, in writing not less than seven (7) days in advance of the time when site design, permitting and construction work is anticipated to commence.

4. PDTPM INSPECTIONS: The City shall have the right to enter and access the project site at any time to review field conditions and verify compliance with the project Plans and Specifications. If items are found to be materially in non-compliance with the project Plans or Specifications, the PDTPM shall notify the Developer in writing of items in need of correction, repair or replacement, and the Developer shall diligently comply therewith; provided, however, that the inspection and approval of any phase of the Work shall not relieve the Developer of its responsibility for the proper construction, installation and maintenance of the Work, materials and equipment, in accordance with the standards that are set forth in Paragraphs 2 and 10 hereof, or abridge the right of the City to require the correction of faulty workmanship or the replacement of defective materials at any time during the course, or subsequent to the completion, of the Work in accordance with the provisions of subparagraph 1(B), notwithstanding the fact that the construction has proceeded according to Plans and Specifications that have been approved by the City. Notwithstanding the foregoing, should subsurface conditions or any other latent conditions that could not be reasonably foreseen by Developer, including without limitation excess water, clay salts, voids or similar defects, subsequently be discovered, the City may request the Developer, to alter the Plans and Specifications for any further construction or to correct, change or reconstruct the area that is affected by such conditions, or to take both of such actions and the City and Developer hereby agree to use their commercially reasonable efforts to the mutually agree upon the scope of such alterations and an equitable allocation of any additional costs or expenses associated therewith.

5. UTILITIES: To the extent included within the Plans and Specifications, the Developer agrees, at its sole cost and expense, to make any adjustment in the construction and installation of the Trail Improvements which is necessary in order to accommodate the location of all existing utilities or, in the alternative and with the approval of the utility company that owns such utilities, to adjust such utilities

in order to avoid any conflict between them and the Trail Improvements. To the extent the City is not exempt from such requirements; Developer shall install, and pay the costs for, all utility hook-ups required for the final operation of the Trail Improvements to the extent included within the Plans and Specifications.

6. AS-BUILT DRAWINGS AND SPECIFICATIONS: The Developer shall keep a marked-up, up-to-date set of drawings showing as-built conditions of the Work during the course of construction as an accurate record of the deviations between the Work as shown and the Work as installed. Upon completion of the Work, the Developer shall furnish to City a complete set of as-built drawings, in both Mylar hardcopy format and AutoCAD 2000 electronic format, neatly and accurately revised to reflect the as-built conditions of the Work, and the word "Record" shall be clearly printed on each sheet.

7. SCHEDULE OF VALUES: The Developer shall provide to the City a Schedule of Values allocated to various portions of the Work. The Schedule of Values shall be in a format as reasonably specified by the City. Each line item of the Schedule of Values shall contain no more than reasonable and attributable costs applicable to the line item. All overhead costs shall be proportionately distributed across all line items in the Schedule of Values.

8. MAPS, PLANS AND OTHER DOCUMENTS: The Developer agrees to furnish the City, upon the completion of the Trail Improvements and prior to conveyance of the Trail Improvements and acceptance by the City, a paper copy of the following information with respect to the Trail Improvements, if applicable:

Building Permit Card Final Signatures obtained
Special Inspector's Final Report
Certificate of Occupancy or Certificate of Completion
Punch List signed off as completed by City Representative
Documentation of the following utilities confirmed:
Service Accounts established, fees paid, & utility operating for:
Water
Sewer
Power

Phone for irrigation controls

Water "Turn On" application completed

Water "Bill of Sale" completed

Consent of Surety

Affidavit of Release of Debts and Claims

Affidavit of Release of Liens

Operation and maintenance manuals

Product warranties and bonds

Testing reports (as Developer determines are reasonably necessary during construction)

Material overages, spare parts, maintenance products, repair kits (if reasonably available)

As-Built Drawings on mylar clearly detailing all construction revisions, each sheet sealed and signed by the responsible professional. Include all survey, topographic and utility agency/company design drawings for each utility constructed.

Geo-technical Report (if any)

Survey Report (if any)

Plant Study

Project cost breakdown (Schedule of Values)

Construction project progress photographs, taken no less than monthly, labeled and dated

9. PROJECT APPROVAL:

(A) The City shall not approve or accept the Trail Improvements as a completed project, notwithstanding any prior approval pursuant to Paragraph 4 above of any phase of the construction, until a final inspection has been made by the PDTPM or his designated representative, and he is satisfied that all of the Work thereon has been performed in a satisfactory manner. The City hereby reserves the right to require the correction by the Developer of any portion of the Trail Improvements that does not materially comply with the Plans and Specifications.

(B) It is expressly understood and agreed by the Developer that final inspection and approval by the City of the Trail Improvements do not relieve the Developer of its responsibility for latent defects in the Work in accordance with the provisions of subparagraph 1(B).

10. STANDARDS OF DESIGN, CONSTRUCTION AND INSTALLATION:

The Developer agrees that the construction and installation of the Trail Improvements shall be in accordance with the Plans and Specifications, and (ii) all other applicable ordinances and regulations of the City, including without limitation the current Park Design and Construction standards, Uniform Standard Drawings for Public Works Construction, Clark County Area, and the Uniform Standard Specifications for Public Works Construction, Clark County Area, that are in effect on the date of the execution of this Agreement (collectively, the "Specifications").

11. DATE OF COMPLETION: The Developer shall prepare and submit for approval by the City (not to be unreasonably delayed or withheld) of a tentative schedule for the (i) design and permitting phase and (ii) construction of the Trail Improvements, after the date that all requisite approvals of the Trail Improvements and/or the plans and specifications required in paragraph 2 hereof have been obtained. The City shall be deemed to have approved of the Developer's proposed schedule in the event it does not, within ten (10) days of Developer's submittal thereof, deliver written notice to Developer of any objections it may have to the same together with an explanation of the reasonable basis for any such objection. Thereafter the Developer shall use its commercially reasonable efforts to complete its Work hereunder in accordance with the approved schedule, subject to force majeure delays. Staff shall reasonably approve any requested adjustments to the project schedule if documentation is provided that demonstrates justifiable non-compliance with stated milestones. Final acceptance of the Trail Improvements will be via letter after all provisions of the agreement have been met and final documentation for the Trail Improvements has been received by the City.

12. REIMBURSEMENT OF TRAIL IMPROVEMENT COST: On or before five (5) business days following Developer's conveyance of the Trail Improvements to the City, the City shall reimburse Developer for performing its obligations hereunder all costs actually expended by Developer in its performance of the Work and its obligations under this Agreement; however, in no event shall the City be obligated to reimburse Developer more than the Trail Improvement Cost.

13. DEFAULT: In the event the Developer fails to perform any provision of this Agreement including without limitation failure to complete the Trail Improvements, warrant the same for the one-year period thereafter, and the clean-up of the project site, within the periods prescribed herein, the City may notify Developer in writing of such failure and Developer shall have thirty (30) days from the date

of said notice to cure such failure; provided, however, if any such default cannot reasonably be cured within such thirty (30) day period, then such period shall be extended for so long as Developer shall be diligently and in good faith pursuing such cure. If, and only if, Developer fails to complete the requisite cure within such period, then the City may, at its option, proceed to perform the Agreement, complete the Trail Improvements and/or the warranty period and/or remove all rubbish, trash, debris, surplus material and equipment from the Worksite, all at the expense of the Developer, withhold further building permits in the development area, or take all of such actions.

14 INSURANCE REQUIREMENTS: The Developer shall purchase and continuously maintain in full force and effect, from the commencement of the construction of the Trail Improvements and continuing until the date upon which the Trail Improvements have been completed and accepted by the City, the insurance coverages specified in this Paragraph 14. The insurance required hereunder shall not be interpreted to relieve the Developer of any obligations under the Agreement. The Developer shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized. Developer shall provide the City copies of the Certificates of insurance demonstrating such coverages prior to beginning the Work.

A. Commercial General Liability Insurance. As of the commencement of the construction of the Trail Improvements and continuing until the date upon which the Trail Improvements have been completed and accepted by the City, the Developer shall provide Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury, written on an occurrence basis as indicated below, that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO). By its terms or appropriate endorsements, such insurance shall include the following coverages, to wit: Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations, and shall include coverage for the perils of explosion (x), collapse (c) and underground (u) exposures.

$ 1,000,000 per occurrence

$ 1,000,000 aggregate

B. Automobile Liability Insurance. The Developer shall provide Comprehensive Automobile Liability Insurance, with the specific limits and provisions indented above, insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Work, both on and off the project site, including loading and unloading. The coverage shall be primary and non-contributory .

15. PERFORMANCE OF ADDITIONAL AGREEMENTS: The Developer further agrees that, in addition to its performance of all of the terms, conditions and covenants on its part to be performed under this Agreement, it will faithfully comply with all conditions that may have been imposed by the Planning Commission or the City Council, or both, in order to obtain approval for its development of its property within the Master Plan area.

16. RESPONSIBILITY FOR THE WORKSITE: The Developer is responsible at all times for securing the Work and the Project Site regardless of whether or not the City has required any insurance coverages (such as Builder Risk Insurance) which would have protected the interest of the Developer. The Developer shall conduct its operations under this Agreement in a commercially reasonable manner as to avoid the risk of damage, injury, loss or theft by any means (including acts of God, vandalism or sabotage) to the Work or to the property of the Developer, the City or any other person. The Developer shall promptly take such reasonable precautions, which are necessary and adequate against any and all conditions involving such risk of damage, injury, loss or theft. The Developer shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any such conditions exists and shall be solely responsible for correcting such conditions.

The Developer shall cooperate with the City on all security matters and shall promptly comply with any reasonable security requirements established by the City. Such compliance with these security requirements shall not relieve the Developer of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Developer's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the

pProject site. The Developer shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner upon request (but no more than once per calendar month).

17. INDEMNIFICATION:

(A) The Developer hereby agrees to protect, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all claims, liens, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs which the City, its officers, employees or agents, may suffer, or which may be sought against, or are recovered or obtainable from, the City, its officers, employees or agents, to the extent arising out of or in consequence of any negligence or willful misconduct of the Developer or its contractor, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the Developer, its contractor, subcontractors or agents in the construction or installation of the Trail Improvements or the performance of this Agreement.

(B) In furtherance of its obligations under subparagraph A above, the Developer expressly agrees, at its sole cost and expense, to defend the City, its officers, employees and agents, in any claim, suit or action that may be asserted, or brought against it or them, or any of them, by reason of any such act or omission, against which the Developer has agreed to indemnify the City, its officers, employees and agents pursuant to subparagraph A above. If the Developer fails so to do, the City shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs, to the Developer.

18. MISCELLANEOUS: This Agreement may be executed in one or more counterparts, all counterparts shall be valid and binding on the party executing them and all counterparts shall together constitute one and the same document for all purposes. This Agreement may be executed and delivered by facsimile signature for execution on the part of one or more parties hereto and upon one party sending via facsimile to another party a facsimile copy of a signature page showing the sending party's execution or signature, the sending party shall be bound by such signature or execution. This Agreement contains the entire agreement between the parties hereto with respect to the purchase and sale of the Property and all other matters contained herein, and supersedes all prior agreements, letters of intent, negotiations, arrangements, and understandings between the parties. No other agreements, letters

of intent, statements or representations or promises made by either party which are not contained or incorporated herein shall be valid or binding. This Agreement may not be modified or amended except by a writing signed by each of the parties hereto.

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

ATTEST:

Barbara Jo Ronemus, City Clerk

CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

The "City"

Approved as to form:

Deputy City Attorney 4/4/05 Date

KB HOME Nevada Inc.

By

The "Developer"

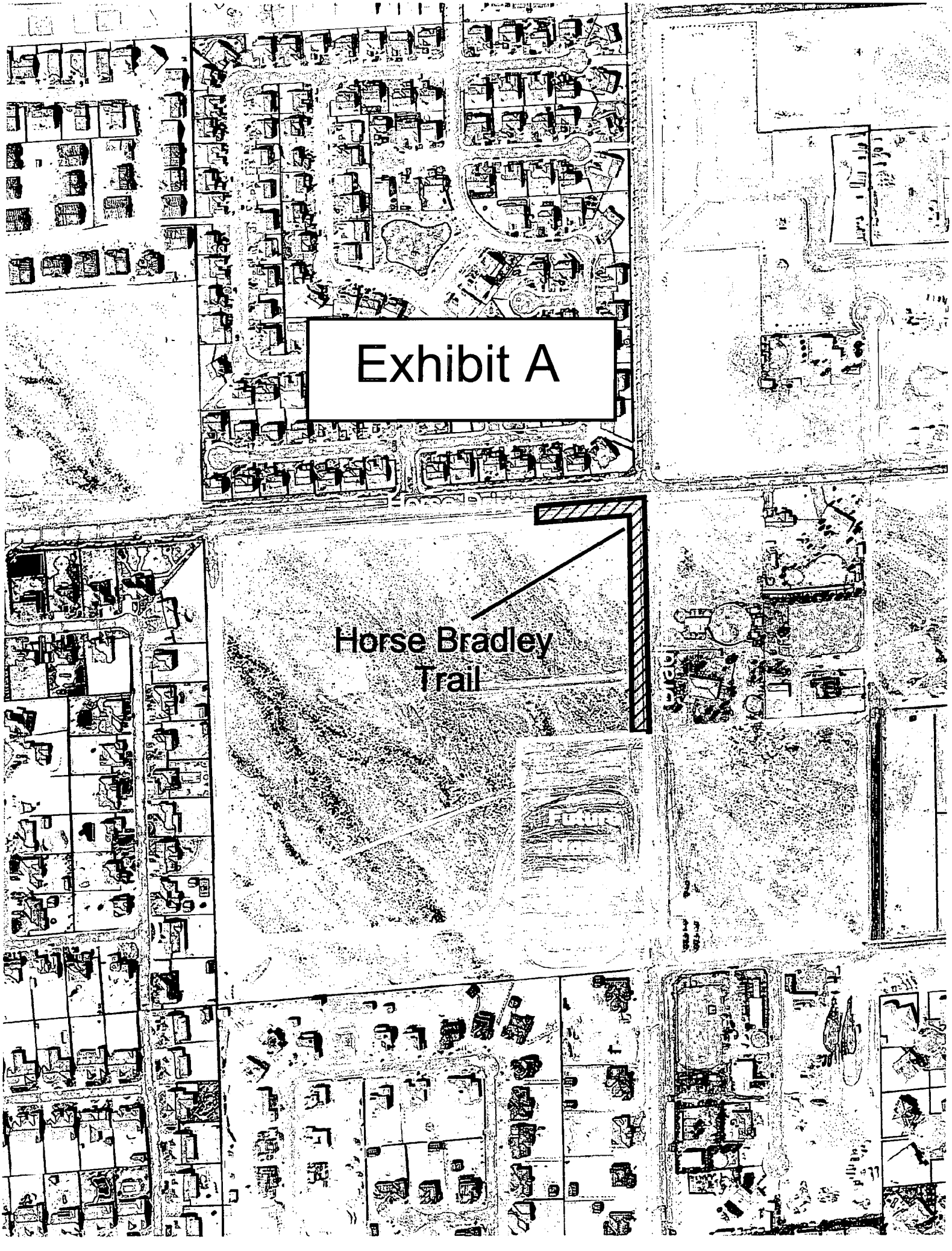


Exhibit A
Horse Bradley
Trail

EXHIBIT B

KB HOME NEVADA INC.

BUDGET WORKSHEET
Prepared by: Tony Lowrey / Sharianne Dotson Updated 3/30/05
Date: 08/18/2004

COMMUNITY **Iron Mountain Bradley & Horse Landscape & Trail Improvements**
ACRES 1.5

	Quantity	UOM		Price		TOTAL	
Landscape Perimeter							
Open Space/Park	-	SF	$	5.00		-	
Perimeter Landscape	12,100	SF	$	5.00	$	60,500.00	
	(9435sf = Trail)				$	60,500.00	Total
					($47,175 = Trail)		
Concrete							
10' Sidewalk & Drive Appr	5,798	SF	$	3.55	$	20,582.90	(trail)
Drainway		SF	$	6.20	$	-	
Sidewalk Underdrain		EA	$	830.00	$	-	
Removable Pipe Bollards		EA	$	275.00	$	-	
Collars		EA	$	100.00	$	-	
					$	20,582.90	Total
Bond Release							
	1	LS	$	1,000.00	$	1,000.00	Total
Maintenance & Cleanup							
Maintenance & Cleanup	1.00	LS	$	3,500.00	$	3,500.00	Total
Other Costs							
Dust Control		LT	$	400.00	$	-	
Concrete Valve Box	70.00	EA	$	45.00	$	3,150.00	
1 1/2" Ball Valves	3.00	EA	$	25.00	$	75.00	
1" Ball Valves	21.00	EA	$	22.00	$	462.00	
Stormwater Pollution Prevention	1.00	LS	$	999.10	$	999.10	
Construction Water	1.00	LS	$	1,500.00	$	1,500.00	
					$	6,186.10	Total
Engineering Costs							
Civil Engineer and Landscape Architect					$	5,000.00	Total
TOTAL COST					**$ 96,769.00**		Total

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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	KB HOME NEVADA INC.
Address	750 PILOT RD., SUITE F LAS VEGAS, NV 89119
Telephone	(702) 614-2500
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	REVISED IRON MOUNTAIN RANCH PARK DEVELOPMENT AGREEMENT #2 HORSE / BRADLEY SITE
RFP #	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	KB HOME NEVADA INC.	750 PILOT ROAD, SUITE F LAS VEGAS, NV 89119	(702) 614-2500
2.			
3.			
4.			
5.			
6.			
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: _____

Type of Attached Document: _____ Number of Pages: _____

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

_____
Name

9-29-04
Date

Subscribed and sworn to before me this 29th day of September, 2000.

_____
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
C. SOUILLANTE
Appt. No. 99-59909-1
My Appt. Expires July 8, 2007

City of Las Vegas

Agenda Item No. 42

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Jeffrey D. Rhoads of the Argonaut Company on behalf of Saucy Strategic Planning, LLC, owner (southeast corner of Casino Center Boulevard and Charleston Boulevard) - Ward 1 (Tarkanian)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

This request is for balconies, signage, canopies and parking structure for a proposed high-rise building located at 200 East Charleston Boulevard.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Copy of Encroachment Exhibit "A" (southeast corner of Casino Center Boulevard and Charleston Boulevard - ground level)
3. Copy of Encroachment Exhibit "B" (southeast corner of Casino Center Boulevard and Charleston Boulevard - parking levels)
4. Copy of Encroachment Exhibit "C" (southeast corner of Casino Center Boulevard and Charleston Boulevard - Residential levels)
5. Copy of Encroachment Exhibit "D" (building sections)

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

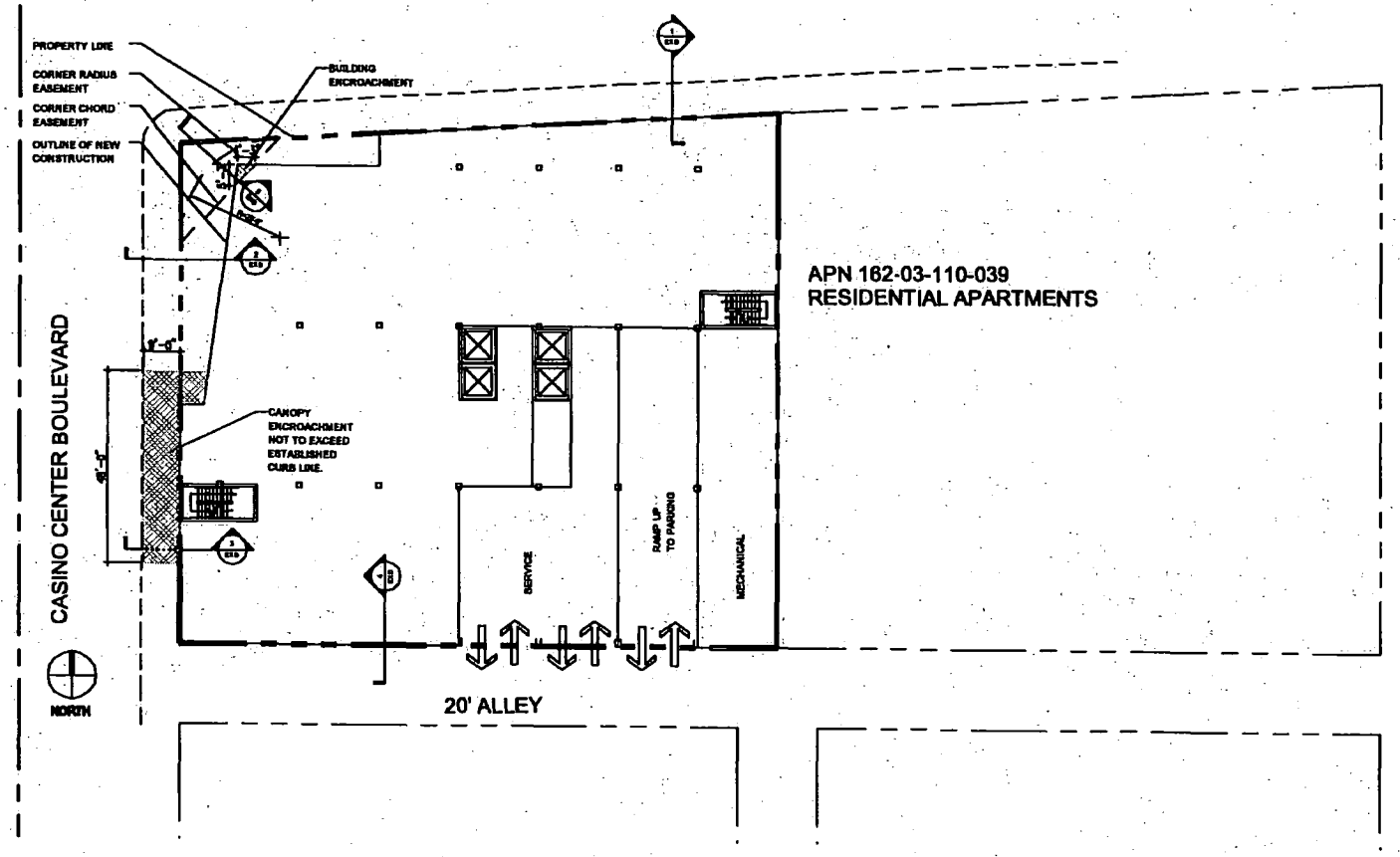
There was no related discussion.
(9:54 - 9:58)
1-1545

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 4, 2005
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF AN ENCROACHMENT REQUEST LOCATED AT THE SOUTHEAST CORNER OF CASINO CENTER BOULEVARD AND CHARLESTON BOULEVARD

A canopy on the west side of the building located on the east side of Casino Center Boulevard that will be approximately 48 feet long and protrude into public airspace for approximately 9 feet. The south side of the structure that will contain portions of the parking area, building and balconies will protrude over the alley for approximately 10 feet and extend the entire width of the building. A second canopy on the west side of the building located on the east side of Casino Center Boulevard shall protrude into public airspace for approximately 7 feet and extend approximately 60 feet along the side of the building. Another section of the building containing the parking area shall protrude into the public airspace located at the northwest corner of Casino Center Boulevard and Charleston Boulevard and will include a sign or art feature. A canopy on the north side of the building located on the south side of Charleston Boulevard that will protrude into public airspace for approximately 7 feet and extend approximately 75 feet along the building. A sign or art feature on the west side of the building located on the east side of Casino Center Boulevard. Portions of the building and balconies on the northwest corner of Casino Center Boulevard and Charleston Boulevard. All of the encroaching items will be at least 17 feet above the ground.

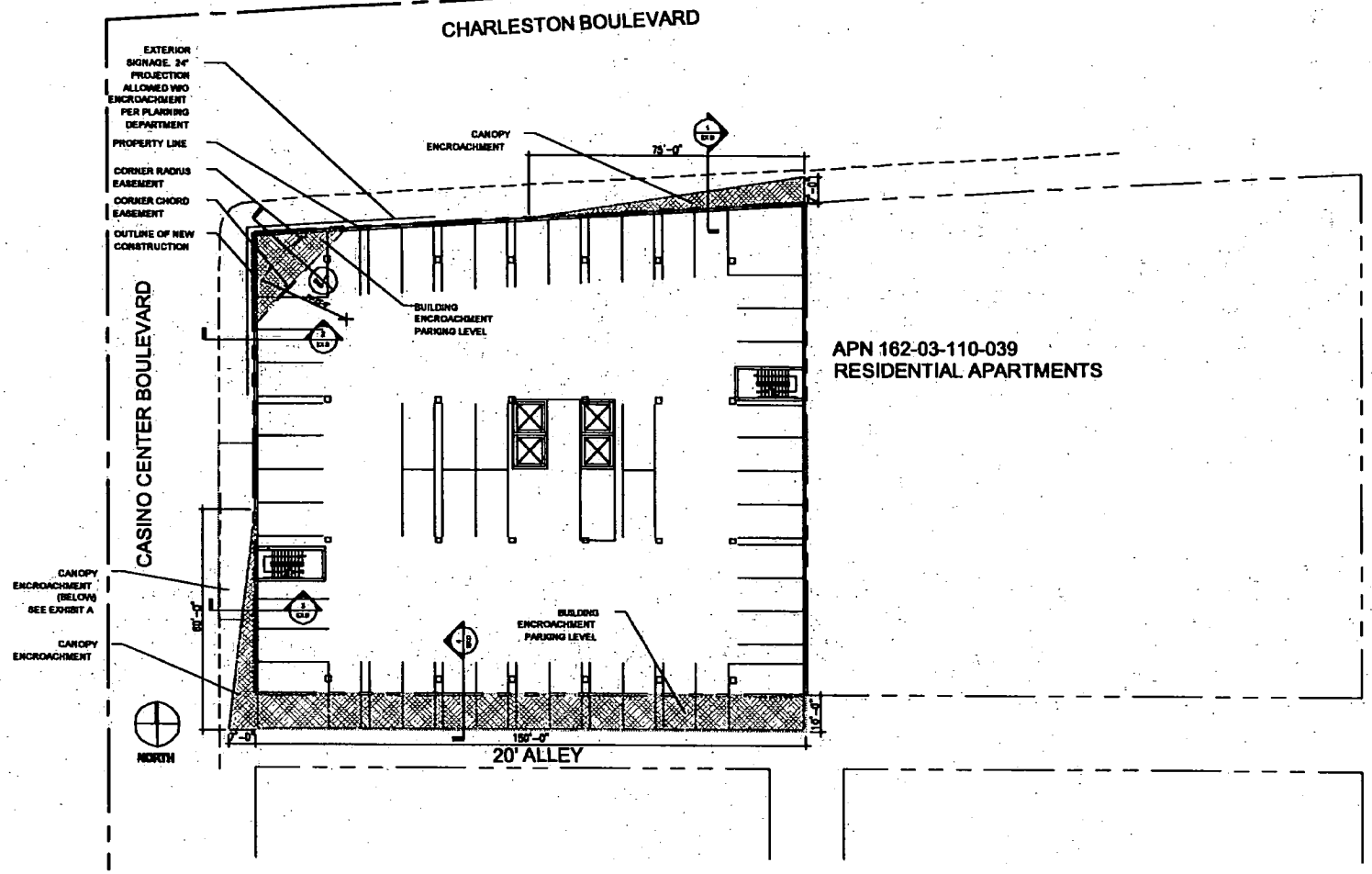


A EXHIBIT "A" : GROUND FLOOR PLAN
1" = 30'-0"

PROJ. NO. 1900-01 | DRAWN: BDM | REF: - | SCALE: | DATE: 4-19-05

200 E CHARLESTON
EXHIBIT "A"

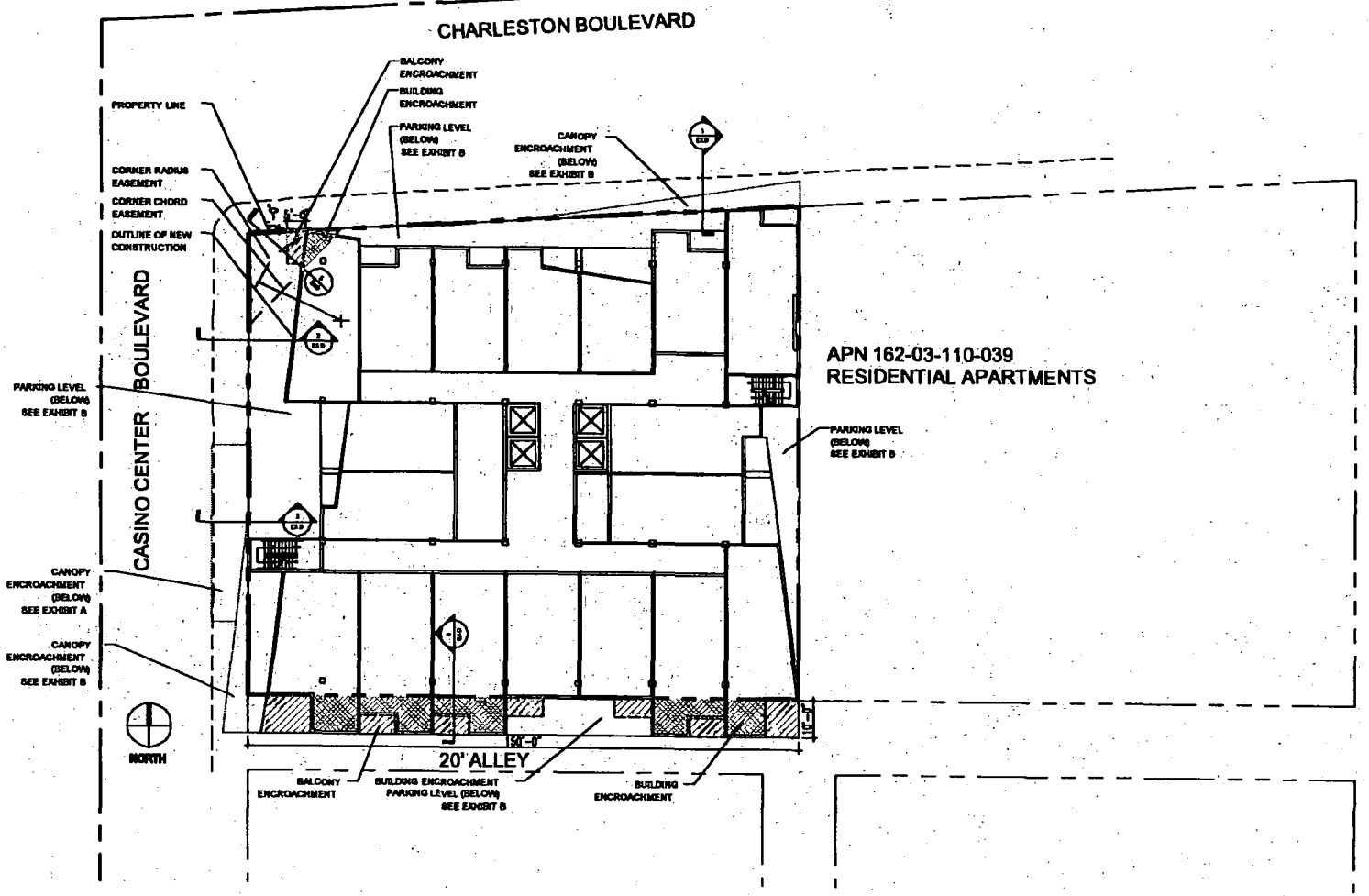
PNL



B EXHIBIT "B" : PARKING LEVELS
1" = 30'-0"

DATE: 4-18-05
SCALE:
REF:
DRAWN: BDM
PROJ. NO. 1900-01

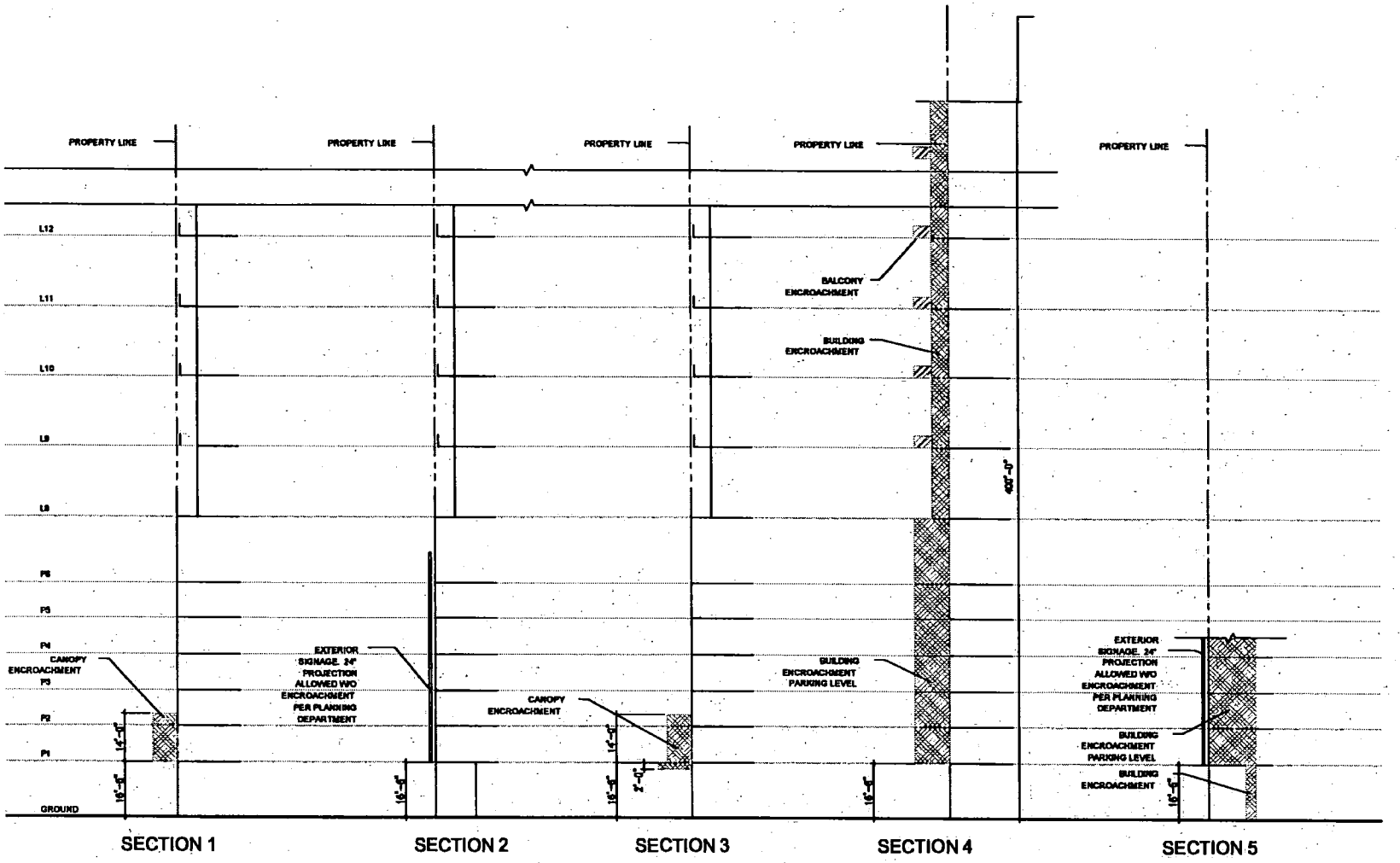
200 E CHARLESTON
EXHIBIT "B"



C EXHIBIT "C" : RESIDENTIAL LEVELS
1" = 30'-0"

DATE: 4.18.06
SCALE:
REF:
DRAWN: BDM
PROJ. NO: 1900-01

200 E CHARLESTON
EXHIBIT "C"



GENERAL NOTE: RE: EXHIBITS A THRU C FOR ALL HORIZONTAL DIMENSIONS.

D EXHIBIT "D" : BUILDING SECTIONS
1" = 30'-0"

PROJ. NO. 1900-01 | DRAWN: BDM | REF: | SCALE: | DATE: 4-18-05

BNL

200 E CHARLESTON
EXHIBIT "D"

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City of Las Vegas

Agenda Item No. 43

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

Approval of a request to install Speed Humps on Arpa Way between Bellota Drive and Lake Mead Boulevard ($6,400 - Neighborhood Traffic Management Program/Non-Signal Intersection Improvements) - Ward 6 (Mack)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$6,400.00
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works/Traffic Engineering
[ ]	**Augmentation Required**	**Funding Source:**	Neighborhood Traffic Management Program/Non-Signal

PURPOSE/BACKGROUND:

The Traffic Engineering Division received a petition to install speed humps on Arpa Way between Bellota Drive and Lake Mead Boulevard. Studies conducted on this roadway showed that the 85th percentile speed was 31 mph and the volume of traffic was 1171 vehicles per day. Arpa Way accumulated 28 points; a total of 40 points is necessary to meet the speed hump criteria. The Traffic and Parking Commission denied the request because Arpa Way did not meet the minimum criteria approved by the City Council for speed humps. Residents have sent an appeal letter to the City Council for consideration.

RECOMMENDATION:

Traffic and Parking Commission: Denial

Staff: Denial. If approved however on this Consent Agenda, Council overrides staff's denial and Speed Humps will be installed.

BACKUP DOCUMENTATION:

Map

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)

Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:54 - 9:58)

1-1545

LAKE MEAD BLVD
YERBA LN
ILANOS LN
BELLOTA DR
LIRIO WAY
ARPA WAY
1936
1932
1928
1924
1920
1916
1912
1908
1904
1900
1933
1929
1925
1921
1917
1913
1909
1905
1901
6244
6240
6236
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6220
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6209
6249
6205
6201
N
PROPOSED SPEED HUMP AREA

City of Las Vegas

Agenda Item No. 44

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: ADMINISTRATIVE

DIRECTOR: DOUGLAS A. SELBY [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-39-2005 - Approval of a Resolution Concurring in Certain Actions Regarding the Boundaries of the Las Vegas Clark County Library District and the Henderson District Public Libraries

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

The Las Vegas Clark County Library District (LVCCLD) and the Henderson District Public Libraries (HDPL) have negotiated a proposed solution to the boundary dispute regarding the HDPL's request that the LVCCLD transfer LVCCLD jurisdiction to collect tax revenue and be responsible for library services for the area of "West Henderson." LVCCLD initially denied the HDPL's request for the transfer, and the City of Henderson subsequently sought legislation in the current session of the Nevada legislature to permanently alter the boundaries of the HDPL to be coterminous with the City of Henderson. Both parties have accepted a permanent solution to disputes over which agency should serve the greater Henderson area. The proposed solution is dependent upon concurrence from the City of Henderson, the City of Las Vegas, and action to modify the boundaries by the Clark County Board of Commissioners. This resolution serves as the City of Las Vegas' concurrence with the proposed solution.

RECOMMENDATION:

Approval of Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-39-2005

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

RESOLUTION CONCURRING IN CERTAIN ACTIONS REGARDING THE BOUNDARIES OF THE LAS VEGAS CLARK COUNTY LIBRARY DISTRICT AND THE HENDERSON DISTRICT PUBLIC LIBRARIES

WHEREAS, the Las Vegas Clark County Library District ("LVCCLD") is a consolidated library district in Clark County duly authorized pursuant to NRS 379.0221, and the Henderson District Public Libraries ("HDPL") is a county library district in Clark County duly authorized pursuant to NRS 379.021; and

WHEREAS, the boundaries of consolidated library districts and county library districts are established pursuant to NRS 379.0224 and 379.021, respectively; and

WHEREAS, the boundaries of LVCCLD and HDPL were established upon prior mutual agreement between the boards of trustees for the two districts and set forth by Resolutions on March 1, 1985, and amended by Interlocal Agreement, dated February 15, 2001; and

WHEREAS, HDPL requested LVCCLD to change its boundaries on February 20, 2003, to allow the HDPL to annex the area known as "West Henderson," and LVCCLD did not agree to the request; and

WHEREAS, the City of Henderson has sought State legislation to authorize HDPL's boundaries to be coterminous with the boundaries of the City of Henderson now and in the future, resulting in the annexation of various territories within LVCCLD; and

WHEREAS, LVCCLD and HDPL have previously disagreed on the advisability of changes in their mutual boundaries, but now seek to prevent future disagreements regarding their mutual boundaries; and

WHEREAS, LVCCLD and HDPL have agreed to resolve their boundary dispute by requesting, pursuant to NRS 379.065, that the Clark County Board of Commissioners permanently resolve the boundary dispute by 1) directing that the HDPL's boundaries be adjusted so that they are coterminous with the boundaries of the City of Henderson; 2) directing future changes to HDPL's boundaries to remain coterminous with the City of Henderson's boundaries whenever the City of Henderson annexes new areas into the City; and 3) agreeing to the transfer of ownership and operation of the library known as the "Green Valley Library" by LVCCLD to HDPL, pursuant to the terms and conditions of the proposed Interlocal Agreement to be adopted by the districts

following such action by the Board of Commissioners; and

WHEREAS, LVCCLD and HDPL have agreed to seek the concurrence of the City Councils of the cities of Henderson and Las Vegas in the request by LVCCLD and HDPL that the Clark County Board of Commissioners resolve the boundary dispute as provided in a Joint Resolution and an Interlocal Agreement, with the adopted actions to abrogate the need for legislation to resolve such disputes; and

WHEREAS, the City Council of the City of Las Vegas desires to express its concurrence in these matters by means of this Resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas to concur with:

1. The adjustment of the boundaries of HDPL to be coterminous with the boundaries of the City of Henderson, effective July 1, 2005;

2. Such additional adjustments of the mutual boundaries of LVCCLD and HDPL to reflect the necessary territorial transfers to effect this change;

3. Future changes to the boundaries of the HDPL so that they remain coterminous with the City of Henderson whenever the City annexes any new territory into the City; and

4. The approval by the respective boards of trustees of LVCCLD and HDPL of an Interlocal Agreement regarding the transfer of ownership and operations of the library known as the "Green Valley Library" from LVCCLD to HDPL, proposed to be effective as of January 1, 2009.

PASSED, ADOPTED, AND APPROVED this 4th day of May, 2005.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

Val Steed 4-18-05
Date

City of Las Vegas

Agenda Item No. 45

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-40-2005 - Approval of a Resolution directing the City Treasurer to prepare the Sixty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Summerlin Village 23A, Unit No. 2.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-40-2005

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

RESOLUTION NO. R-40-2005

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (THE SUMMERLIN AREA); APPROVING THE SIXTY-SIXTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City," respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 808 (The Summerlin Area)" (the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (the "Project"), and of defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed; and

WHEREAS, there is a parcel of land which is currently within the boundaries of the District (the "Additional Property") but which is not subject to assessments to pay the cost of the Project;

WHEREAS, the owner of the Additional Property has proposed that the Additional Property be subject to assessments levied within the District to finance the costs of the Project; and

WHEREAS, that certain lot or parcel of property situated within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-012 (the "Parcel"), has been subdivided; and

WHEREAS, Section 5 of Ordinance No. 5293 adopted by the City Council on February 7, 2001 (the "Assessment Ordinance") provides that:

> "Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, the Council may require the Treasurer of the City to apportion the uncollected amounts upon the several parts of land so divided. The report of such an apportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report nor any defect in the report as recorded shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien."

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.425 and Section 5 of the Assessment Ordinance, the City Council has directed the City Treasurer of the City (the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon the Parcel among the several parts into which said Parcel has been divided and the assessment to be levied on the Additional Property; and

WHEREAS, the City Treasurer was directed to prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of such apportionment entitled "Sixty-Sixth Assessment Lien Apportionment Report for City of Las Vegas, Nevada Special Improvement District No. 808 (Summerlin Area)" a copy of which is attached as Exhibit "A", (the "Report") and the Report is currently on file with the City Clerk; and

WHEREAS, the City Council has reviewed that Report and has found the same, in all respects, to be satisfactory; and

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WHEREAS, pursuant to NRS271.425(3), the City Council has obtained unanimous written consent of all the owners of property whose assessments will be increased by the reapportionment contained in the Report; and

WHEREAS, pursuant to NRS271.425(4)(a), the City Council finds that the apportionment contained in the Report will not materially or adversely impair the obligation of the City with respect to the outstanding bonds secured by assessments against the property in the District; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 4th day of May, 2005, as follows:

SECTION 1. The Report is hereby approved and adopted. Pursuant to Section 5 of the Assessment Ordinance, the Report shall be conclusive on all the parties and all assessments thereafter made upon the parcels into which the Parcel has been divided shall be according to the apportionment contained in the Report.

SECTION 2. That the City Clerk is hereby authorized, empowered and directed to record in the Office of the County Recorder of Clark County, Nevada, a copy of the above-referenced Report, together with a statement that the current payment status of any of the assessments that are shown thereon may be obtained from the City Treasurer.

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SECTION 3. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2005.

OSCAR B. GOODMAN, Mayor

Approved as to form:

21 APR 05

Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk

APN: PT 137-22-000-012

City of Las Vegas, Nevada
Special Improvement District No. 808
(Summerlin Area)

SIXTY-SIXTH ASSESSMENT LIEN APPORTIONMENT REPORT
(May 4, 2005)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2005 MAY -4 P 4:16

SIXTY-SIXTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against a portion of that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-012, in the amount of $2,270,380.74, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION			PER PARCEL
APN	BLOCK	LOT	ASSESSMENT
137-34-312-001	A	5[1]	$ 867,052.57
137-34-210-001	A	6[1]	$ 594,855.32
137-34-210-002	B	7[1]	$ 496,359.70
137-34-312-003	C	2[1]	$ 113,779.42
137-34-312-004	C	1[1]	$ 0.00
137-34-312-002	C	3[1]	$ 0.00
137-34-210-003	C	4[1]	$ 0.00
137-34-621-001	B	8[1]	$ 0.00
		SUB-TOTAL	$ 2,072,047.01
137-34-601-003		REMAINDER[2]	$ 198,333.73
		TOTAL	**$ 2,270,380.74**

[1] of Summerlin Village 23A, Unit No. 2 as recorded in Book 121 of Plats, Page 12 in the Office of the County Recorder, Clark County, Nevada

[2] Being that certain parcel as described in Attachment "A" attached hereto, excepting therefrom, the following described parcels:

All of Summerlin Village 23A Unit No. 1 as shown in Book 108 of Plats Page 29 recorded in the Office of the County Recorder, Clark County, Nevada

All of Barcelona at The Paseos, Unit 1 as recorded in Book 117 of Plats, Page 6 in the office of the County Recorder, Clark County, Nevada, and

All of Summerlin Village 23A, Unit No. 2 as recorded in Book 121 of Plats, Page 12 in the Office of the County Recorder, Clark County, Nevada.

DATED this 4th day of May 2005.

I concur with the apportionments as stated above.

KEVIN ORROCK, Executive Vice President/Treasurer
THE HOWARD HUGHES CORPORATION, a Nevada Corporation
(Developer)

Respectfully submitted,

MARK R. VINCENT, City Treasurer

THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

ATTACHMENT "A"

VILLAGE 23A

THAT PORTION OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 91, PAGE 28 OF PARCEL MAPS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN SECTION 34, TOWNSHIP 20 SOUTH, RANGE 59 EAST, AND SECTION 3, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 34,
NORTH 89°52'23" WEST, 529.16 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE OF SECTION 34,
NORTH 89°52'23" WEST, 1460.82 FEET;

THENCE DEPARTING SAID SOUTH LINE OF SECTION 34, FROM A TANGENT BEARING SOUTH 89°48'28" WEST, CURVING TO THE LEFT ALONG THE ARC OF A 1511.64 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 47°54'27", AN ARC LENGTH OF 1263.95 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 48°05'59" WEST;

THENCE SOUTH 42°19'11" WEST, 243.81 FEET;

THENCE NORTH 64°15'14" WEST, 63.80 FEET TO AN INTERSECTION WITH THE AFOEMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD (OR:880606:00481);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, NORTH 41°49'58" EAST, 256.04 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, NORTH 53°04'23" WEST, 343.06 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 4420.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 42°26'08", AN ARC LENGTH OF 3273.63 FEET;

THENCE NORTH 10°38'15" WEST, 1619.46 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE NORTH 84°21'45" EAST, 486.07 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°56'40", AN ARC LENGTH OF 564.81 FEET;

THENCE SOUTH 82°41'35" EAST, 450.15 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 2160.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 26°03'05", AN ARC LENGTH OF 982.11 FEET;

THENCE NORTH 71°15'20" EAST, 219.22 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 6000.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 04°20'20", AN ARC LENGTH OF 454.37 FEET;

THENCE NORTH 75°35'40" EAST, 805.93 FEET;

THENCE FROM A TANGENT BEARING SOUTH 09°04'41" EAST, CURVING TO THE LEFT ALONG THE ARC OF A 3750.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 09°22'19", AN ARC LENGTH OF 613.39 FEET;

THENCE SOUTH 18°27'00" EAST, 2003.70 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 3500.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 15°46'02", AN ARC LENGTH OF 963.16 FEET;

THENCE SOUTH 02°40'58" EAST, 1024.32 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED CHARLESTON BOULEVARD (OR:880606:00481);

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, CONTINUING SOUTH 02°40'58" EAST, 71.57 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 393.84 GROSS ACRES.

City of Las Vegas

Agenda Item No. 46

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-41-2005 - Approval of a Resolution approving the Sixty-Sixth Assessment Lien Apportionment Report for Special Improvement District No. 808 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Summerlin Village 23A, Unit No. 2.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-41-2005

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

RESOLUTION NO. R-41-2005

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 808 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of the State; and

WHEREAS, by Ordinance No. 5291 and Amended Ordinance No. 5591 that were duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of February, 2001, and the 16th day of April, 2003, respectively, the City Council created and amended "City of Las Vegas, Nevada, Special Improvement District No. 808 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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WHEREAS, by Ordinance No. 5293 that was duly passed, adopted and approved by the City Council on the 7th day of February, 2001, the City Council assessed all of the cost and expense of acquiring, constructing, and installing the Project against the assessable lots and parcels of property within the District that were benefited by the Project; and

WHEREAS, NRS 271.425 provides that if any lot or parcel of property within a special improvement district, which has been created by a municipality in the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the municipality may require the municipal treasurer to apportion the uncollected amount of such special assessment among the several parts into which such lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-012, and is situate within the District, has been divided after the special assessments were levied and divided into installments, and not all of those installments have been collected or apportioned among other lots and parcels that may have been created out of said Parcel after the assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said Parcel has been divided;

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 4th day of May, 2005, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 5293, levied upon that certain lot or parcel of property and is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-012, among the several parts into which said Parcel has been divided.

SECTION 2. That the City Treasurer be, and he hereby is, further authorized, empowered and directed to prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a Report of the apportionment that is required by Section 1 of this Resolution.

SECTION 3. That the City Clerk be, and she hereby is, authorized, empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2005.

OSCAR B. GOODMAN, Mayor

Approved as to form:

21 APR 05 W 21
Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 47

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-42-2005 - Approval of a Resolution directing the City Treasurer to prepare the Sixteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Summerlin Village 23A, Unit No. 2.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-42-2005

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

RESOLUTION NO. R-42-2005

A RESOLUTION DIRECTING THE CITY TREASURER OF THE CITY OF LAS VEGAS TO APPORTION THE UNCOLLECTED AMOUNT OF THE SPECIAL ASSESSMENT AGAINST ANY LOT OR PARCEL OF PROPERTY WITHIN CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA) THAT HAS BEEN DIVIDED SINCE SUCH SPECIAL ASSESSMENT WAS LEVIED THEREAGAINST AMONG THE SEVERAL PARTS INTO WHICH SUCH LOT OR PARCEL HAS BEEN DIVIDED AND TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY A REPORT OF SUCH APPORTIONMENT.

WHEREAS, the City of Las Vegas (hereinafter the "City"), in the County of Clark and State of Nevada, is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as the same have been amended to the date hereof, and the general laws of the State; and

WHEREAS, by Ordinance No. 5597 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 7th day of May, 2003, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)" (hereinafter the "District") for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271, et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

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WHEREAS, by Ordinance No. 5598 that was duly passed, adopted and approved by the City Council on the 7th day of May, 2003, the City Council assessed all of the cost and expense of acquiring, constructing, and installing the Project against the assessable lots and parcels of property within the District that were benefited by the Project; and

WHEREAS, NRS 271.425 provides that if any lot or parcel of property within a special improvement district, which has been created by a municipality in the State, is divided after a special assessment thereupon has been levied and divided into installments and before the collection of all of the installments, the governing body of the municipality may require the municipal treasurer to apportion the uncollected amount of such special assessment among the several parts into which such lot or parcel has been divided; and

WHEREAS, that certain lot or parcel of property, identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-012, and is situate within the District, has been divided after the special assessments were levied and divided into installments, and not all of those installments have been collected or apportioned among other lots and parcels that may have been created out of said Parcel after the assessments were levied; and

WHEREAS, the City Council desires, by this Resolution, to direct the City Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and heretofore unapportioned amounts of the special assessments that have been levied upon the above-described Parcel among the several parts into which said Parcel has been divided;

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NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 4th day of May, 2005, as follows:

SECTION 1. That the City Treasurer be, and he hereby is, authorized, empowered and directed to apportion, on an equitable basis, the uncollected and unapportioned amounts of the special assessments that were, by virtue of the adoption by the City Council of Ordinance No. 5598, levied upon that certain lot or parcel of property and is situate within the District and is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-012, among the several parts into which said Parcel has been divided.

SECTION 2. That the City Treasurer be, and he hereby is, further authorized, empowered and directed to prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a report of the apportionment that is required by Section 1 of this Resolution.

SECTION 3. That the City Clerk be, and she hereby is, authorized, empowered and directed to furnish a copy of this Resolution to the City Treasurer.

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SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2005.

OSCAR B. GOODMAN, Mayor

Approved as to form:

21 APR 05 W 71
Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 48

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-43-2005 - Approval of a Resolution approving the Sixteenth Assessment Lien Apportionment Report for Special Improvement District No. 809 - Summerlin Area (Levy Assessments) - Ward 2 (Wolfson)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

Acquisition, construction and installation of streets, sanitary sewer, storm sewers, and water main projects. Parcel is located in Summerlin Village 23A, Unit No. 2.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-43-2005

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

RESOLUTION NO. R-43-2005

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (THE SUMMERLIN AREA); APPROVING THE SIXTEENTH ASSESSMENT LIEN APPORTIONMENT REPORT WITH RESPECT TO CERTAIN LOTS AND PARCELS OF PROPERTY WITHIN SAID DISTRICT; AND DIRECTING THE RECORDATION OF SAID REPORT.

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and the "City," respectively), in the County of Clark and State of Nevada, has taken the requisite legal action that is preliminary to, and in the creation of, "City of Las Vegas, Nevada, Special Improvement District No. 809 (The Summerlin Area)" (the "District"), for the purposes of providing for the acquisition, construction and installation of street, road, sanitary sewer, storm sewer/drainage improvements, and water main projects (the "Project"), and of defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed; and

WHEREAS, there is a parcel of land which is currently within the boundaries of the District (the "Additional Property") but which is not subject to assessments to pay the cost of the Project;

WHEREAS, the owner of the Additional Property has proposed that the Additional Property be subject to assessments levied within the District to finance the costs of the Project; and

WHEREAS, that certain lot or parcel of property situated within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-012 (the "Parcel"), has been subdivided; and

WHEREAS, Section 5 of Ordinance No. 5598 adopted by the City Council on May 7, 2003 (the "Assessment Ordinance") provides that:

> "(a) Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, the Council may require the Treasurer of the City to apportion the uncollected amounts upon the several parts of land so divided. The report of such an apportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report nor any defect in the report as recorded shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.
>
> (b) The City may also reapportion assessments on tracts with the consent of property owners whose assessment will be increased thereby pursuant to NRS 271.425(3) or NRS 271.710(2) if the Council finds that the proposed action will not:
>
> (i) materially or adversely impair the obligation of the City with respect to the Bonds; or
>
> (ii) increase the principal balance of any assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the assessment."

WHEREAS, in Section 23 of Ordinance 5599 adopted by the City Council on May 7, 2003 (the "Bond Ordinance"), the City covenants that it will not reapportion the assessments within the District pursuant to Section 5(b) of the Assessment Ordinance unless it makes the findings required by clause (i) and clause (ii) of such Section; and

WHEREAS, in Bond Ordinance, the City further covenants that it will not make the finding described in clause (i) of Section 5(b) of the Assessment Ordinance unless it first determines that the Value-to-Lien Ratio (as defined in the Bond Ordinance), including in the calculation thereof any increase in the assessment on any parcel as a result of such

combination or reapportionment for each parcel of the property, if any, on which assessments are increased as a result of such reapportionment is at least 3 to 1. The City further covenants in the Bond Ordinance that it will not make the finding described in clause (ii) of Section 5(b) of the Assessment Ordinance unless it first obtains a written report of a Qualified Engineer (as defined in the Bond Ordinance) stating that the proposed combination or reapportionment of assessments will not increase the principal balance of any assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the assessment; and

WHEREAS, the City Council has received a written report of a Qualified Engineer meeting the requirements of the Bond Ordinance and such report is on file with the City Clerk of the City (the "City Clerk"); and

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 271.425 and Section 5(a) of the Assessment Ordinance, the City Council has directed the City Treasurer of the City (the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon the Parcel among the several parts into which said Parcel has been divided; and

WHEREAS, the City Treasurer was directed to prepare, submit and file with the City Clerk a report of such apportionment entitled "Sixteenth Assessment Lien Apportionment Report for City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area)", a copy of which is attached as Exhibit "A", (the "Report") and the Report is currently on file with the City Clerk; and

WHEREAS, the City Council has reviewed the Report and has found the same, in all respects, to be satisfactory; and

WHEREAS, pursuant to NRS271.425(3), the City Council has obtained unanimous written consent of all the owners of property whose assessments will be increased by the reapportionment contained in the Report and the report of the Qualified Engineer referenced above; and

WHEREAS, pursuant to NRS271.425(4)(a), the City Council finds that the apportionment contained in the Report and the report of the Qualified Engineer referenced above will not materially or adversely impair the obligation of the City with respect to the outstanding bonds secured by assessments against the property in the District; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at this regular meeting thereof being held on this 4th day of May, 2005, as follows:

SECTION 1. In accordance with Section 5(b) of the Assessment Ordinance and Section 23 of the Bond Ordinance, the City Council has determined and does hereby determine that the proposed reapportionment of assessments levied against property in the District does not materially or adversely impair the obligation of the City with respect to the Bonds (as defined in the Bond Ordinance) or increase the principal balance of any assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the assessment. The City Council has determined and does hereby determine that the Value-to-Lien Ratio, including in the calculation thereof any increase in the assessment on any parcel as a result of such combination or reapportionment for each parcel of the property, if any, on which assessments are increased as a result of such reapportionment is at least 3 to 1.

Pursuant to Section 23 of the Bond Ordinance, the City Council's determination that the apportionment is in accordance with the provisions of the Bond Ordinance shall be conclusive and binding upon the owners of the property and the owners of the Bonds.

Section 2. The Report is hereby approved and adopted. Pursuant to Section 5 of the Assessment Ordinance, the Report shall be conclusive on all the parties and all assessments thereafter made upon the parcels into which the Parcel has been divided shall be according to the apportionment contained in the Report.

SECTION 3. That the City Clerk is hereby authorized, empowered and directed to record in the Office of the County Recorder of Clark County, Nevada, a copy of the above-referenced Report, together with a statement that the current payment status of any of the assessments that are shown thereon may be obtained from the City Treasurer.

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SECTION 4. That all resolutions, or parts thereof, that are in conflict with the provisions of this Resolution be, and they hereby are, repealed.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2005.

OSCAR B. GOODMAN, Mayor

Approved as to form:

21 APR 05

Date Deputy City Attorney

ATTEST:

BARBARA JO RONEMUS, City Clerk

APN: 137-34-312-003

City of Las Vegas, Nevada
Special Improvement District No. 809
(Summerlin Area)

SIXTEENTH ASSESSMENT LIEN APPORTIONMENT REPORT
(May 4, 2005)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2005 MAY -4 P 4:16

SIXTEENTH ASSESSMENT LIEN APPORTIONMENT REPORT

The assessment that has heretofore been levied against a portion of that certain parcel of property that is identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 137-22-000-012, in the amount of $2,943,775.59, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

LEGAL DESCRIPTION			PER PARCEL
APN	BLOCK	LOT	ASSESSMENT
137-34-312-001	A	5[1]	$ 1,124,220.43
137-34-210-001	A	6[1]	$ 771,289.45
137-34-210-002	B	7[1]	$ 643,580.02
137-34-312-003	C	2[1]	$ 147,526.41
137-34-312-004	C	1[1]	$ 0.00
137-34-312-002	C	3[1]	$ 0.00
137-34-210-003	C	4[1]	$ 0.00
137-34-621-001	B	8[1]	$ 0.00
	SUB-TOTAL		$ 2,686,616.31
137-34-601-003	REMAINDER[2]		$ 257,159.28
	TOTAL		**$ 2,943,775.59**

[1] of Summerlin Village 23A, Unit No. 2 as recorded in Book 121 of Plats, Page 12 in the Office of the County Recorder, Clark County, Nevada

[2] Being that certain parcel as described in Attachment "A" attached hereto, excepting therefrom, the following described parcels:

All of Summerlin Village 23A Unit No. 1 as shown in Book 108 of Plats Page 29 recorded in the Office of the County Recorder, Clark County, Nevada

All of Barcelona at The Paseos, Unit 1 as recorded in Book 117 of Plats, Page 6 in the office of the County Recorder, Clark County, Nevada, and

All of Summerlin Village 23A, Unit No. 2 as recorded in Book 121 of Plats, Page 12 in the Office of the County Recorder, Clark County, Nevada.

DATED this 4th day of May 2005.

I concur with the apportionments as stated above.

KEVIN ORROCK, Executive Vice President/Treasurer
THE HOWARD HUGHES CORPORATION, a Nevada Corporation
(Developer)

Respectfully submitted,

MARK R. VINCENT, City Treasurer

THE CURRENT PAYMENT STATUS OF ANY OF THE FOREGOING ASSESSMENTS MAY BE OBTAINED FROM THE OFFICE OF THE CITY TREASURER OF LAS VEGAS, NEVADA.

ATTACHMENT "A"

VILLAGE 23A

THAT PORTION OF PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 91, PAGE 28 OF PARCEL MAPS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN SECTION 34, TOWNSHIP 20 SOUTH, RANGE 59 EAST, AND SECTION 3, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 34;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 34,
NORTH 89°52'23" WEST, 529.16 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTH LINE OF SECTION 34,
NORTH 89°52'23" WEST, 1460.82 FEET;

THENCE DEPARTING SAID SOUTH LINE OF SECTION 34, FROM A TANGENT BEARING SOUTH 89°48'28" WEST, CURVING TO THE LEFT ALONG THE ARC OF A 1511.64 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 47°54'27", AN ARC LENGTH OF 1263.95 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 48°05'59" WEST;

THENCE SOUTH 42°19'11" WEST, 243.81 FEET;

THENCE NORTH 64°15'14" WEST, 63.80 FEET TO AN INTERSECTION WITH THE AFOEMENTIONED NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD (OR:880606:00481);

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, NORTH 41°49'58" EAST, 256.04 FEET;

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, NORTH 53°04'23" WEST, 343.06 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 4420.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 42°26'08", AN ARC LENGTH OF 3273.63 FEET;

THENCE NORTH 10°38'15" WEST, 1619.46 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE NORTH 84°21'45" EAST, 486.07 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 2500.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 12°56'40", AN ARC LENGTH OF 564.81 FEET;

THENCE SOUTH 82°41'35" EAST, 450.15 FEET;

THENCE CURVING TO THE LEFT ALONG THE ARC OF A 2160.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 26°03'05", AN ARC LENGTH OF 982.11 FEET;

THENCE NORTH 71°15'20" EAST, 219.22 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 6000.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 04°20'20", AN ARC LENGTH OF 454.37 FEET;

THENCE NORTH 75°35'40" EAST, 805.93 FEET;

THENCE FROM A TANGENT BEARING SOUTH 09°04'41" EAST, CURVING TO THE LEFT ALONG THE ARC OF A 3750.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 09°22'19", AN ARC LENGTH OF 613.39 FEET;

THENCE SOUTH 18°27'00" EAST, 2003.70 FEET;

THENCE CURVING TO THE RIGHT ALONG THE ARC OF A 3500.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 15°46'02", AN ARC LENGTH OF 963.16 FEET;

THENCE SOUTH 02°40'58" EAST, 1024.32 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED CHARLESTON BOULEVARD (OR:880606:00481);

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF CHARLESTON BOULEVARD, CONTINUING SOUTH 02°40'58" EAST, 71.57 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 393.84 GROSS ACRES.

City of Las Vegas

Agenda Item No. 49

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-44-2005 - Approval of a Resolution overruling complaints, protests, and objections and confirming the final assessment roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2006) ($49,240.38 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

Fiscal Impact:

[ ]	**No Impact**	**Amount:**	$49,240.38
[X]	**Budget Funds Available**	**Dept./Division:**	Public Works/SID
[ ]	**Augmentation Required**	**Funding Source:**	Capital Projects Fund - Special Assessments

PURPOSE/BACKGROUND:

This resolution disposes of protests and confirms the final assessment roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the maintenance costs from July 2005 through June 2006.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-44-2005

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

At the conclusion of Item 52, COUNCILWOMAN TARKANIAN noted for this item that she and staff met with the residents, who are greatly concerned about the landscaping not being maintained and the 17% increase in cost. However, the residents are willing to work with staff in order to keep the district.

There was no related discussion.
(9:54 - 9:58/10:11 - 10:12)
1-1545/1-2215

RESOLUTION NO. R-44-2005

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2006); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING OF SAID ASSESSMENT ROLL; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, pursuant to an ordinance heretofore adopted (hereinafter the "District Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance) (hereinafter the "District") to defray the annual maintenance costs of a street beautification project, (hereinafter the "Maintenance Project") within the District; and

WHEREAS, the City Council has heretofore determined that the entire portion of the cost and expense of the Maintenance 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 Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council heretofore determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2006 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $49,240.38, of which $0.00 is available from other sources and of which $49,240.38, 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 Maintenance Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the Director of Public Works with the assistance of the Engineering Integration Division (hereinafter, the "Engineer") to make out a final assessment roll; and

WHEREAS, the City Council, together with the Engineer, made out an 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, the amount of

the proposed assessment to be levied thereon; the Engineer has reported the assessment roll to the City Council and the Engineer has filed the assessment roll with the City Clerk; and

WHEREAS, the City Council, by resolution heretofore adopted, established a date, time and location at which the City Council would hear and consider any and all complaints, protests and objections to the assessment roll and to the assessments contained therein; and

WHEREAS, the Engineer (with the assistance of the Engineering Integration Division) has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, April 6, 2005, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council met at said place and time to hear and consider all complaints, protests and objections made or filed; and

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on April 6, 2005, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment

and

WHEREAS, pursuant to NRS 271.357 and NRS 271.360 the City Council has considered all applications for hardship determinations and the recommendations of the Department of Social Services and hereby approves the following applications for hardship determination:

Parcel Number	Ownership	Assessment

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the Maintenance Project, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on March 2, 2005, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on April 6, 2005, on said assessment roll was 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 LAS VEGAS CITY COUNCIL, IN THE COUNTY OF CLARK AND THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1485 (FY2006) Assessment Protest Resolution" (herein the "Resolution").

Section 2. All complaints, protests and objections, both written and oral, hereby are found to be without sufficient merit and hereby overruled.

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the Engineer, and filed in the records of the office of the City Clerk on March 2, 2005, as hereinabove modified, revised, corrected and made de novo.

Section 4. 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 Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2006), including, but not limited to, the maintenance of the street beautification improvements, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value

increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

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.

Section 6. 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 7. 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 not affect any of the remaining provisions of this Resolution.

Section 8. 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 May 4, 2005.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to form:

21 APR 05

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 May 4, 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 Lois Tarkanian
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

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 Statues, 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 May 4, 2005, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this May 4, 2005.

(SEAL)

BARBARA JO RONEMUS, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas

Agenda Item No. 50

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-45-2005 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts No. 404, 707, 808, and 809 and providing other matters properly relating thereto - Wards 2 and 4 (Wolfson and Brown)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

NRS 271.545 states that when an assessment or installment becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-45-2005

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

RESOLUTION NO. R-45-2005

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created Special Improvement District Nos. 404, 707, 808 and 809 (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") ' 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS ' 271.410. The sale shall take place at 2:00 p.m. on July 26, 2005 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on July 26, 2005, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment District Nos. 404, 707, 808 and 809 to the City of Las Vegas:

Name of Owner	**Description of Property**	**District No.**	**Total Amount Due to Date of Sale***

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

*Includes whole amount of unpaid assessment, accrued and delinquent interest to July 26, 2005, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS ' 271.555 to NRS ' 271.575. The sale shall be continued from day to day as provided in NRS ' 271.555. The property sold is subject to redemption as provided in NRS ' 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS ' 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS ' 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required

to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS ' 271.410(2).

+**PLEASE TAKE NOTICE** that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. **Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale.** Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS ' 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS ' 271.600.+

IN WITNESS WHEREOF, I have affixed my signature as of May 4, 2005.

/s/ MARK R. VINCENT
Director of Finance & Business Services/
City Treasurer

*Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this May 4, 2005.

Mayor

(SEAL)

City Clerk

Approved as to Form 21 APR 05

STATE OF NEVADA)
:ss.
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified and acting City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on May 4, 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 the Council as follows:

Those Voting Aye:	Oscar Goodman Gary Reese Larry Brown Lawrence Weekly Michael Mack Steve Wolfson Lois Tarkanian
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS ' 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the 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 Council, to wit:

(a) Court Clerk's Bulletin Board
City Hall Plaza, 2nd Floor Skybridge
Las Vegas, Nevada

(b) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada

(c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(e) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the 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.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on May 4, 2005 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this May 4, 2005.

City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA	)	**AFFIDAVIT OF MAILING**
	: ss.	**NOTICE OF SALE**
COUNTY OF CLARK	)	**DISTRICTS 404 ,707 808& 809**

The undersigned, Barbara Jo Ronemus, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a Notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on July 6, 2005, being at least 20 days before the sale, which was held on July 26, 2005.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808 and 809 until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2005.

_____
City Clerk

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2005, by Barbara Jo Ronemus, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT 1

STATE OF NEVADA)
:ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on July 6, 2005, being at least 20 days before the sale, which was held on July 26, 2005.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808 and 809 until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2005.

ASSESSMENT MANAGEMENT GROUP

_____
Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2005, by _____, _____ of Assessment Management Group.

_____
Notary Public

(SEAL)

EXHIBIT 2

(Attach Copy of Notice as Mailed)

City of Las Vegas

Agenda Item No. 51

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-46-2005 - Approval of a resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in District 505 and in certain other districts and providing other matters properly relating thereto - All Wards

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

NRS 271.545 states that when an assessment or installment becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:

It is recommended that the City Council adopt this resolution.

BACKUP DOCUMENTATION:

Resolution No. R-46-2005

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.
(9:54 - 9:58)
1-1545

505 & Multi District

RESOLUTION NO. R-46-2005

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT IN CERTAIN DISTRICTS; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created the Special Improvement Districts identified in the Notice below (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") ' 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS ' 271.410 to the extent provided in the notice as set forth in Section 2. The sale shall take place at 2:00 p.m. on June 28, 2005 in the East Las Vegas Community / Senior Center, 250 N. Eastern Ave (corner of Stewart & Eastern) Las Vegas, Nevada, which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 pm. on June 28, 2005, at the East Las Vegas Community / Senior Center, 250 N. Eastern Ave (corner of Stewart & Eastern), Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

Name of Owner	Description of Property	District No.	Total Amount Due to Date of Sale

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to June 28, 2005, penalties and collection costs, including attorney fees.

**(Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to June 28, 2005, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS ' 271.555 to NRS ' 271.575. The sale shall be continued from day to day as provided in NRS ' 271.555. The property sold is subject to redemption as provided in NRS ' 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS ' 271.595.

As provided in NRS ' 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS ' 271.410 , at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS ' 271.410(2).

+Please take Notice that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS ' 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS ' 271.600.+

IN WITNESS WHEREOF, I have affixed my signature as of May 4, 2005.

/s/ Mark R. Vincent
Director of Finance & Business Services/
City Treasurer

*Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED May 4, 2005.

Mayor

(SEAL)

City Clerk

21 APR 05

Approved as to Form

STATE OF NEVADA)
):ss
CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified and acting City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on May 4, 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 the Council as follows:

Those Voting Aye:	Oscar Goodman Gary Reese Larry Brown Lawrence Weekly Michael Mack Steve Wolfson Lois Tarkanian
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS ' 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the 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 Council, to wit:

(a) Court Clerk's Bulletin Board
City Hall Plaza, 2nd Floor Skybridge
Las Vegas, Nevada

(b) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada

(c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(e) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the 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.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on May 4, 2005 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this May 4, 2005.

City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned, Barbara Jo Ronemus, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on June 8, 2005, being at least 20 days before the sale, which was held on June 28, 2005.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this _____ ___, 2005.

_____
City Clerk

SUBSCRIBED AND SWORN TO before me this _____ ___, 2005, by Barbara Jo Ronemus, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT 1

STATE OF NEVADA)
:ss
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on June 8, 2005, being at least 20 days before the sale, which was held on June 28, 2005.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ____ day of _____, 2005.

_____
Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2005 by _____, _____ of Assessment Management Group.

_____
Notary Public

(SEAL)

EXHIBIT II

(Attach copy of Notice as Mailed)

City of Las Vegas

Agenda Item No. 52

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-47-2005 - Approval of a Resolution to support the Regional Transportation Commission's efforts to bring a bus rapid transit route to the City's downtown and redevelopment areas on Paradise Road, Las Vegas Boulevard, 3rd Street, Casino Center Boulevard, Main Street, and Grand Central Parkway - Wards 1, 3 and 5 (Tarkanian, Reese and Weekly)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

The City supports the efforts of the Regional Transportation Commission to bring a bus rapid transit route to the downtown and redevelopment areas on Paradise Road, Las Vegas Boulevard, 3rd Street, Casino Center Boulevard, Main Street, and Grand Central Parkway.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Resolution No. R-47-2005
2. Copy of Regional Transportation Commission letter
3. Submitted after Final Agenda: map of Proposed MAX Route

MOTION:

REESE - APPROVED as recommended - UNANIMOUS

NOTE: Under Item 3, COUNCILMAN disclosed that the route involved in Item 52 might come close to the Third Street Promenade, for which his brother-in-law ANDREW DONNER is a managing partner, as well as the Lady Luck Casino, with which his brother-in-law has a contract and of which he is the new owner. However, since COUNCILMAN MACK did not believe the resolution would impact his brother-in-law's interest and they have not discussed it, COUNCILMAN MACK would be voting on Item 52.

MINUTES:

Under Item 3, COUNCILMAN MACK requested Item 52 be pulled forward for discussion.

RICHARD GOECKE, Director, Public Works Department, JACOB SNOW, General Manager, and FRED OHENE, Assistant General Manager of the Regional Transportation Commission (RTC), and WILLIAM TSIFORAS, Jacobs Civil, were present.

MR. SNOW indicated that a passenger satisfaction survey was recently completed in the corridor where the MAX vehicles operate, which came back with a 96.6% approval rating compared to a 60% satisfaction rating on the regular bus that operates through the same corridor. The RTC is proposing to

MINUTES - Continued:

extend the MAX service route through the City of Las Vegas as a downtown circulator, connecting all the exciting destinations currently in Las Vegas and those expanding to major destinations in the Resort Corridor.

MR. GOECKE noted that he asked MR. SNOW and his staff to attend this meeting in case the Council had any questions. This project is being funded and driven by the RTC, whose cooperation is needed to make it happen.

MR. OHENE outlined the alignment depicted on the MAX Route map. MR. SNOW added that ten vehicles currently operate along Las Vegas Boulevard, and the intent is to procure 20 additional vehicles, which will allow a vehicle frequency of every 7.5 minutes. The Congressional Delegation has expressed its support. About $60 million is available for the Resort Corridor Fixed Guideway project. Also, the Federal Transit Administration advised that a significant amount of this funding could be applied toward the inter-model terminal as well.

MAYOR GOODMAN was very pleased with this project, especially since the monorail is not coming downtown. He opined that the vehicles will do a better job in revitalizing and transporting people downtown.

COUNCILMAN MACK stated this is a great backup plan and the frequency and access is better than with the monorail. But, should the monorail ever come downtown, the same alignment could be used. MR. SNOW added that the benefit of this technology is that the vehicles run on rubber tires, which allows the flexibility of taking these vehicles and deploying them in a different corridor at a future date.

MAYOR GOODMAN asked how long it would take to run the length of the route. MR. SNOW could not answer specifically but added that it takes about 13 minutes for the monorail to get from the South Strip to downtown. A three-year timeframe is anticipated to acquire and put in the infrastructure, as the federal process is cumbersome. MAYOR GOODMAN asked if there is anything the Council can do to expedite the project. MR. SNOW replied that he does not like having to wait either, but stressed that he wants to follow the process and avoid the risk of losing the money. The City's Public Works and Planning and Development Departments have been very cooperative. And this is a very flexible option, even though not a permanent solution. The vehicles could be deployed elsewhere, if the monorail comes downtown in the future. He referred to a drawing depicting the conceptual stations and added that they will provide a pedestrian-friendly environment that will bring more capital to the area.

COUNCILMAN MACK pointed out that this project can be completed quicker than the monorail project. MR. SNOW concurred and interjected that the federal government is not willing to invest in the monorail for the downtown area this year, nor the following year, which would mean a timeframe beyond 2010. This is an interim solution with the prospect of becoming permanent, if the City desires.
(9:54 - 9:58/10 - 10:12)
1-1545/1-1763

RESOLUTION

R-47-2005

WHEREAS, the city remains supportive of the extension of the Monorail on the Main Street Corridor alignment.

WHEREAS, alternate modes of transportation such as transit help reduce traffic congestion and improve air quality; and

WHEREAS, bus rapid transit is a classification of a fixed guideway transit system and eligible for federal funding; and

WHEREAS, a bus rapid transit route could be established along Paradise Road, Las Vegas Boulevard, 3rd Street, Casino Center Boulevard, Main Street, and Grand Central Parkway with exclusive transit lanes within certain segments;

NOW, THEREFORE, be it resolved that the city supports the Regional Transportation Commission's efforts to bring a Bus Rapid Transit Route to service the city's Downtown and Redevelopment Areas.

OSCAR GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

REGIONAL TRANSPORTATION COMMISSION
RTC
OF SOUTHERN NEVADA

600 S. Grand Central Parkway, Suite 350 • Las Vegas, Nevada 89106-4512 • 702-676-1500 • Fax: 702-676-1518

Jacob L. Snow,
General Manager

April 6, 2005

Mr. Charles Kajkowski, P.E.
City Engineer
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, Nevada 89101

DEDICATED RIGHT OF WAY FOR PUBLIC TRANSPORTATION

Dear Mr. Kajkowski:

In response to the discussion between the Regional Transportation Commission of Southern Nevada (RTC) and the City of Las Vegas at a meeting on March 18, 2005, the RTC hereby requests consideration of two dedicated transit-only lanes on Grand Central Parkway. The dedicated right of way would extend between Charleston Boulevard and Ogden Avenue and provide at least 24 feet in additional pavement width to accommodate the future deployment of a fixed-guideway transit service along the corridor. In advance of further construction in the area, the City may want to consider this as a condition of development for adjacent properties.

If you have any questions or concerns regarding this information, please feel free to contact me at (702) 676-1725.

Sincerely,

Fred A. Ohene, P.E.
Assistant General Manager – MPO

FO:ds

cc: Randy Fultz (City of Las Vegas)
Jorge Cervantes (City of Las Vegas)
William Tsiforas (Jacobs Civil)
O.C. White (City of Las Vegas)
David Swallow

Proposed MAX Route

Downtown

- MAX Stops
- MAX Route
- City Limits
- Arts District
- Medical District
- Fremont Street Experience

0 950 1,900 3,800 5,700 7,600 Feet

1:22,886

N W E S

CITY OF LAS VEGAS NEVADA

2/23/2005

City of Las Vegas Department of Planning

The purpose of this map is for display and modeling ONLY. All the information presented is subject to change at any time. The author of this map makes no guarantee as to the accuracy of any information presented.

However, they are willing to share this work with the understanding that you will notify of your errors and...

I:\Real Public_Works\Depot\Engineering_Planning\Pavement Management\GIS\Dept\Charrtrte.mxd

Submitted after final agenda

Date 5/3/05 Item #52

City of Las Vegas

Agenda Item No. 53

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE [X] **CONSENT** [ ] **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 2.81 acres of land located in the vicinity of Hualapai Way and Gilmore Avenue known as APN 138-07-103-006 to Lone Mountain Villas, LLC, (Lone Mountain) to develop future housing ($808,700 revenue less shared closing costs - General Fund) - Ward 4 (Brown)

Fiscal Impact:

[X]	**No Impact**	**Amount:**
[ ]	**Budget Funds Available**	**Dept./Division:**
[ ]	**Augmentation Required**	**Funding Source:**

PURPOSE/BACKGROUND:

On July 30, 2004, staff received a non-binding letter of intent from Lone Mountain for the purchase of approximately 2.81 acres of remnant land owned by the City. Lone Mountain has an Option to Purchase Agreement for five acres adjacent to this property and is proposing to build multi-family housing. Council approved entering into negotiations with Lone Mountain on 8/18/04. This location would be an ideal site for development to serve the growing demands and needs of the community for housing.

RECOMMENDATION:

The 5/3/2005 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

REESE - APPROVED Items 3-6, 8-25, 27-51, and 53 as recommended - UNANIMOUS with WOLFSON abstaining on Item 4 because he has performed legal services for Quirk & Tratos, MACK abstaining on Items 26 and 27 because they involve approving funding for improvements near property owned by his parents JOHN and JUDY MACK, and BROWN and TARKANIAN abstaining on Item 27 because they are members of the Board of Trustees for Catholic Charities

Items 7 & 52: APPROVED under separate actions (see individual items)
Item 26: STRICKEN under separate action (see individual item)

MINUTES:

Under Item 3, COUNCILMAN WOLFSON reported that the Real Estate Committee met to review the Real Estate item on the Consent Agenda and joined with the recommendation of staff that the item be approved by the City Council.
(9:54 - 9:58)
1-1545

AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS

THIS AGREEMENT is made and entered into this 4th day of May, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "Seller") and Lone Mountain Villas, LLC, a Nevada Limited Liability Corporation (herein the "Buyer"), with reference to the following facts:

A. Seller is the owner of a parcel of vacant land consisting of approximately 2.81± acres located in the vicinity of Gilmore Avenue and Hualapai Way, Las Vegas, Nevada ("Property"). A Site Map of the Property depicting the site is attached hereto as Exhibit "A" designating the site as having Assessor's Parcel Number 138-07-103-006.

B. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, which is fully described in Exhibit "B".

NOW, THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. PURCHASE AND SALE. Buyer shall purchase all of Seller's right, title and interest in and to the Property from Seller, pursuant to the terms of this Agreement.

2. PURCHASE PRICE. The property purchase price (herein "Purchase Price") to be paid for the Property shall be valued at Seven Hundred and Fifty-Eight Thousand and Seven Hundred Dollars ($758,700), all cash. As additional compensation, Buyer shall reimburse the Seller Fifty Thousand Dollars ($50,000), for offsite improvements the Seller shall construct. The improvements shall be an eight foot (8') pavement section including excavation, type II, four inch (4") asphalt/concrete and open grade, curb and gutter, sidewalk, and Streetlights, making the total purchase price Eight Hundred and Eight Thousand and Seven Hundred Dollars ($808,700) to be paid as follows:

(a) Buyer shall deposit Ten Thousand Dollars ($10,000) into escrow as earnest money (the "Deposit") on or before the opening of escrow. Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(b) Upon the expiration of the Contingency Period (as defined below), the Deposit shall be non-refundable. The Deposit shall be applied to the Purchase Price of the Property upon closing escrow.

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, Seven Hundred and Ninety-Eight Thousand and Seven Hundred Dollars ($798,700).

(d) In the event Buyer should terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer shall notify Seller and Escrow Agent in writing. Upon receipt of Buyer's notice to terminate, the Escrow Agent shall release to Buyer the Deposit within two (2) calendar days. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies, and the Deposit shall be non-refundable.

3. TITLE TO THE PROPERTY. The title to the Property conveyed is to be subject to easements, rights or way, restrictions, conditions and covenants of record as shown on a current Preliminary Title Report ("PTR"), copies of which PTR, along with legible copies of all exceptions to title therein, shall be provided to Buyer and Seller through escrow at Seller's expense. If Buyer does not provide written disapproval of the condition of title as indicated in the PTR to Seller and Escrow Agent within the Contingency Period, Buyer shall be deemed to have accepted such condition of the title. If Buyer submits a written objection ("Buyer's Objection") to the condition of title, Seller agrees immediately to address Buyer's objections(s) prior to the expiration of the Contingency Period. If Seller thereafter elects to disregard or fails to cure Buyer's Objections(s), Buyer may terminate this Agreement as Buyer's sole recourse, and the Deposit shall be returned to the Buyer.

4. TITLE INSURANCE. Seller agrees to deliver, at its expense, a California Land Title Association (CLTA) policy of title insurance, which insures that title to the Property is vested in the Buyer in the condition required by Section 3 of this Agreement.

5. POSSESSION. The Property shall be conveyed free of any possession or right of possession by any person except that of the Buyer, and those reflected in the PTR as approved by the Buyer pursuant to Section 3.

6. INVESTIGATION OF PROPERTY. Seller hereby grants Buyer the right to inspect the Property to conduct such tests and investigations, at Buyer's sole expense, as Buyer deems appropriate, during the Contingency Period. Buyer agrees to indemnify, defend and hold Seller harmless from any damage to persons or property as a result of Buyer's tests and investigations on the Property. Buyer has been made aware of the fact that the Seller will be adding dirt to the Property during construction currently taking place on acreage adjacent to this Property and Buyer has agreed to accept the Property with the additional dirt at the grading elevations depicted hereto as Exhibit "C". Buyer has also agreed to use Terracon to perform the geotech on the property prior to construction of Buyer's project. If escrow is closed prior to the completion of Seller's dirt work and grading on the Property, Buyer agrees to sign an Encroachment Agreement allowing the completion of the dirt work and grading of the property.

7. ESCROW. The purchase and sale of the Property herein shall be consummated through an escrow to be opened with Jennifer Reinink of Chicago Title of Nevada ("Escrow Agent"), located at 2300 W. Sahara Avenue #140, Las Vegas, NV 89102. The escrow shall be deemed opened when Buyer and Seller have executed and delivered a signed copy of this Purchase and Sale Agreement and the Buyer's Deposit with the Escrow Agent. Said escrow shall be upon the usual form of instructions of the Escrow Agent for transactions of the type provided herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

(a) Close of escrow within thirty (30) calendar days from the expiration of the Contingency Period. The Contingency Period commences the date following the opening of escrow and shall expire thirty (30) calendar days thereafter. If the expiration date of the Contingency Period or the anticipated close of escrow date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day. However, the close of escrow shall occur no later than _____, 2005. In the event the Buyer is unable to close escrow on or before _____, 2005, the Seller shall have the option of terminating the escrow and retaining the Buyer's earnest money Deposit as liquidated damages, or the Buyer may extend the close of escrow for a period not to exceed thirty (30) calendar days for an additional earnest money deposit of $10,000.00 into escrow, and if Buyer is unable to close escrow at the end of the 30 calendar day extension period, Seller shall have option to terminate and retain all earnest money as liquidated damages;

(b) Promptly after the opening of escrow, cause to be procured and delivered for Buyer's approval the PTR and copies of related documents referred to in Section 3;

(c) Charge the Seller the cost of the CLTA title insurance policy. All other fees and costs shall be divided in accordance with the usual practices in Clark County, Nevada;

(d) Disburse the funds and deliver the Grant, Bargain and Sale Deed and other documents related to close of escrow when the conditions of this escrow have been fulfilled by the Buyer and Seller;

(e) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Buyer in accordance with the terms of this Agreement; and

(f) In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

If escrow fails to timely close as the result of Buyer's default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages. If escrow fails to close as result of Seller's default, Buyer shall be entitled to a full refund of its Deposit. Buyer or Seller shall be in no event subject to any liability for any other damages, except as set forth in Section 6. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

8. CONTINGENCIES. The purchase of the Property is contingent upon the following:

(a) Buyer's approval of the PTR as provided in Section 3.

(b) The expiration or Buyer's written waiver of the Contingency Period as described herein. Escrow Agent shall notify both Buyer and Seller in writing of the date escrow is opened, the date the Contingency Period expires, and the date escrow is to close.

9. TIME OF OFFER/CONDITION PRECEDENT. Execution of this Agreement by the Buyer and delivery thereof to the Seller shall constitute an offer to buy the Property under the terms and conditions set forth herein. This Agreement does not become binding upon the Seller until approved by the City Council and signed by the Mayor of the City of Las Vegas. If this Agreement is not approved by the City Council within thirty (30) days following the Seller's receipt of Buyer's signed original, this Agreement shall be void and the Deposit shall be returned to the Buyer, except to the extent that the Buyer shall consent in writing to further extensions of time for the authorizations, execution and delivery of this Agreement.

10. CLOSING COSTS AND FEES.

(a) The Seller shall pay for the cost of a CLTA owner's policy of title insurance.

(b) Buyer shall pay for the cost of transfer taxes, if any.

(c) Buyer shall reimburse Seller for any property taxes paid for fiscal year 2005.

(d) All other normal costs and charges associated with the closing of this escrow shall be shared equally.

(e) Any unspecified cost shall be the responsibility of the party customarily bearing such costs in Clark County as such custom is declared by the Escrow Agent.

(f) All Closing costs shall be paid at Close of Escrow.

10.1 DISBURSEMENT OF FUNDS. Upon Close of Escrow, the Escrow Agent shall disburse the Purchase Price less Seller's share of costs of Escrow to Seller.

10.2 CLOSING STATEMENTS. Immediately after Close of Escrow, the Escrow Agent shall deliver to the Seller at the address provided in Section 14 a true, correct and complete copy of the Seller's Closing Statement, in form customarily prepared by the Escrow Agent and shall deliver to the Buyer at the address provided in Section 14 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

11. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The Seller hereby represents and warrants to the Buyer the following:

A. As far as is known to Seller, the Seller owns the Real Property subject to the easements and exceptions set forth in the PTR, and has no knowledge of any unrecorded or undisclosed legal or equitable interest therein owned or claimed by any person, firm or corporation. The Seller has taken no action prior to the Execution of this Agreement, which would adversely affect title to the Real Property.

B. This Agreement and all documents executed by the Seller which are to be delivered to the Buyer at the Close of Escrow are intended to be legal, valid, and binding obligations of the Seller and are enforceable in accordance with their respective terms.

C. The Seller is not aware of any violation of any applicable laws, ordinances, rules, regulations, judgments, orders or covenants, conditions or restrictions, whether federal, state, local or private, with respect to the Property.

D. As far as it known to Seller, there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending or outstanding or threatened against the Property or Seller as relating to the Property.

11.1 REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer hereby represents and warrants to the Seller that this Agreement and all documents executed by the Buyer which are to be delivered to the Seller at the Close of Escrow are intended to be legal, valid and binding upon the Buyer, and that Buyer has the ability to perform its obligations of this Agreement as indicated herein.

11.2 EFFECT OF REPRESENTATIONS AND WARRANTIES. Each representation and warranty given above, respectively: (a) shall survive the Close of Escrow and not merge with the delivery of the Deed under this Agreement, (b) is material and being relied upon by the other party, (c) is true in all respects as of the date hereof, and (d) shall be true in all respects as of the Opening and Close of Escrow.

12. NOTICES. Any and all notices, demands, or other communication required or desired to be give hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

SELLER: City of Las Vegas
Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, NV 89101

COPY TO: City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, NV 89101

BUYER: Lone Mountain Villas, LLC
4175 S. Cameron Street, Suite A
Las Vegas, NV 89103

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow, a copy of all notices, demands and other communications shall provided to the escrow office, in the same manner as to the Parties.

13. APPLICABLE LAWS AND SEVERABILITY. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed within the State of Nevada.

14. ENTIRE AGREEMENT. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall file any legal action to enforce this Agreement, each party shall bear its own costs and attorney's fees.

15. SUCCESSORS AND ASSIGNS. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

16. ASSIGNMENT. Neither party shall assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other party.

17. MERGER OF PRIOR AGREEMENTS. This Agreement (including the exhibits hereto) consists the final and only agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the parties hereto relating to the subject matter hereof.

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

19. COUNTERPARTS. This Agreement may be executed in three counterparts, each of which shall be deemed to be an original. One original will be filed with the City Clerk, one original will be delivered to buyer, and one original will be delivered to Escrow Agent. This Agreement may not be recorded in the Clark County Recorder's Office unless and until the full payment set forth in Section 2 is made to Seller.

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

21. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

22. FORCE MAJEURE. Seller and Buyer shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

23. TIME OF THE ESSENCE. Time is of the essence of this Agreement and all terns, provisions, covenants and conditions hereof.

24. DISCLOSURE OF PRINCIPLES. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council, effective October 1, 1999, Seller warrants that is has disclosed on the form attached as Exhibit "D", all principals and partners of Lone Mountain Villas, LLC, as well as all persons and entities holding more than a one percent (1%) interest in Lone Mountain Villas, LLC,or any principal of Omega Development, LLC. Throughout the term hereof, Lone Mountain Villas, LLC, shall notify Buyer in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

...

...

25. MODIFICATIONS OR AMENDMENTS. This Agreement may not be amended or modified except by a written instrument executed by the parties hereto. Upon approval of this Agreement by the City Council and after it has been fully signed and executed by all parties, the Manager of the Real Estate & Asset Management Division in conjunction with the City Clerk shall have the authority on behalf of the Seller to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this Agreement (except the deed to convey the Property, which shall be executed by the Mayor of the City) such as amendments, escrow document signature authority, adjustments to monetary revenue or expenditures not to exceed ten thousand dollars ($10,000), filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office.

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

"Seller" CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

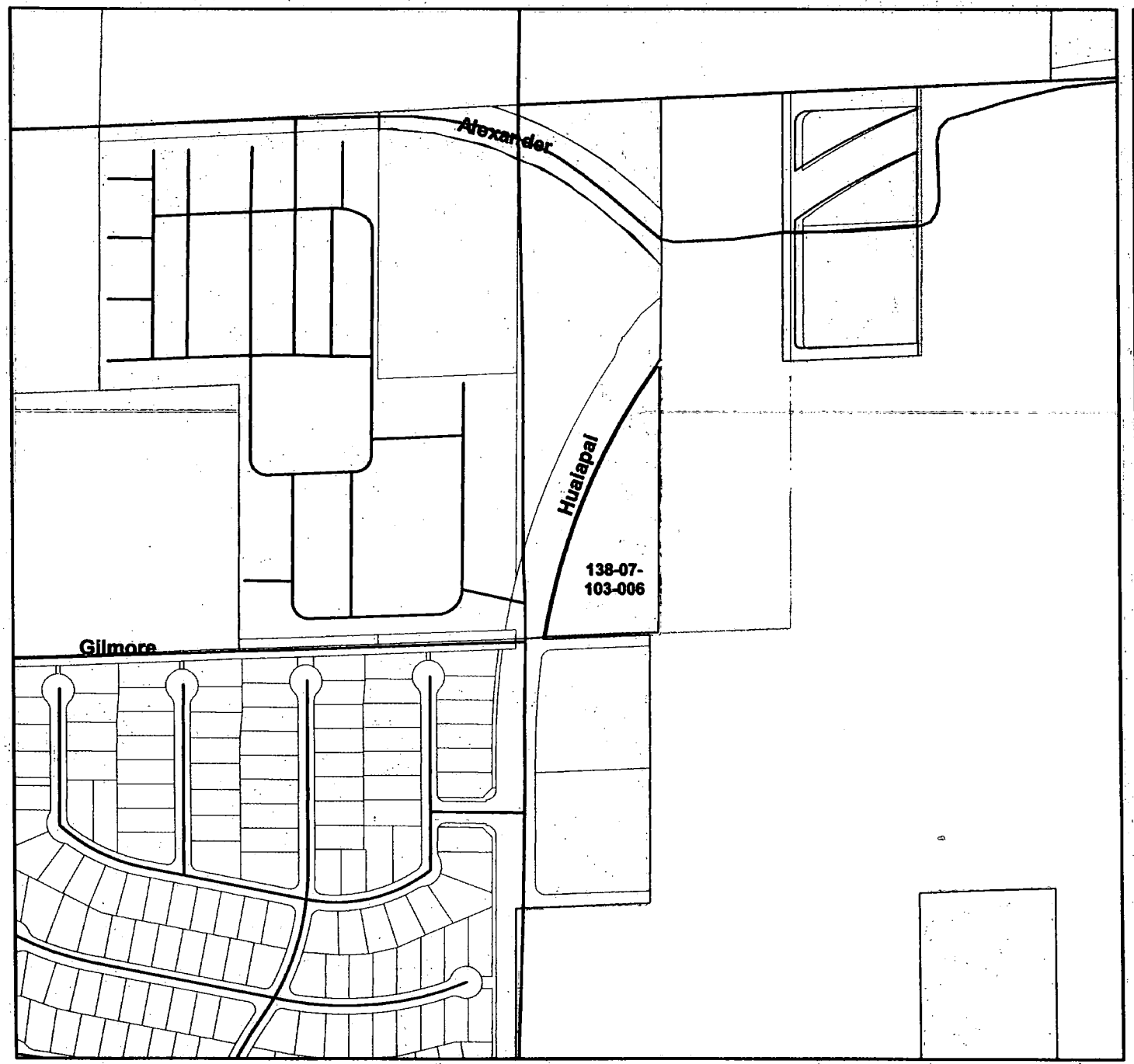
2/17/05

DEPUTY CITY ATTORNEY

"Buyer" LONE MOUNTAIN VILLAS, LLC

BRAD ESPOSITO, PROJECT MANAGER

EXHIBIT "A"



Site Map

Legend

- Street Centerline
- Parcels
- Leased
- Applied
- USA
- City of Las Vegas
- 138-07-103-006

Real Estate & Asset Mgmnt

N

8/3/2004

EXHIBIT "B"

Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

PROJECT No.: 17315.70.26
DATE: 10-14-2004
BY: TMH
CKD: RM

EXPLANATION

THIS LEGAL DESCRIPTION HAS BEEN CALCULATED AND PREPARED FROM INFORMATION CONTAINED IN THAT CERTAIN RIGHT-OF-WAY DEDICATION DOCUMENT ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 200310016, INSTRUMENT NUMBER 00576.

LEGAL DESCRIPTION
APN: 138-07-103-006

THOSE PORTIONS OF GOVERNMENT LOTS 8 AND 9 OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT-OF-WAY OF HUALAPAI WAY AS DESCRIBED IN THAT CERTAIN RIGHT-OF-WAY DEDICATION DOCUMENT ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 200310016, INSTRUMENT NUMBER 00576, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW ¼) OF SAID SECTION 7; THENCE SOUTH 00°33'41" WEST, ALONG THE WEST LINE THEREOF, 1341.10 FEET TO THE SOUTHWEST CORNER OF GOVERNMENT LOT 9; THENCE NORTH 87°42'03" EAST, ALONG THE SOUTH LINE OF GOVERNMENT LOT 9, 72.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1650.00 FEET, TO WHICH A RADIAL LINE BEARS NORTH 80°04'49" WEST, BEING THE SOUTHEASTERLY RIGHT-OF-WAY OF HAUALAPAI WAY AS DESCRIBED IN THAT CERTAIN RIGHT-OF-WAY DEDICATION DOCUMENT ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 200310016, INSTRUMENT NUMBER 00576, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;

THENCE NORTHEASTERLY 748.00 FEET ALONG SAID CURVE AND RIGHT-OF-WAY, THROUGH A CENTRAL ANGLE OF 25°58'27", TO THE SOUTH LINE OF GOVERNMENT LOT 8; THENCE CONTINUING NORTHEASTERLY, 16.46 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°34'18" TO THE EAST LINE OF GOVERNMENT LOT 8; THENCE SOUTH 00°29'59" WEST, 12.87 FEET ALONG THE EAST LINE OF GOVERNMENT LOT 8 TO THE NORTHEAST CORNER OF GOVERNMENT LOT 9; THENCE CONTINUING SOUTH 00°29'59" WEST, 671.83 FEET ALONG THE EAST LINE OF GOVERNMENT LOT 9 TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 87°42'03" WEST 292.64 FEET ALONG THE SOUTH LINE OF GOVERNMENT LOT 9 TO **THE POINT OF BEGINNING.**

CONTAINS 122,385 SQUARE FEET OR 2.81 ACRES, MORE OR LESS

5820 South Easten Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9393 * fax 702.933.0222
internet: www.stanleygroup.com

EXHIBIT "B"

Stanley Consultants INC.
A Stanley Group Company
Engineering, Environmental and Construction Services Worldwide

PROJECT No.:17315.70.26
DATE:10-14-04
BY:TMH
CKD:RM
Page 2 of 2

BASIS OF BEARINGS:

SOUTH 00°33'41" WEST, BEING THE WEST LINE OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, AS SHOWN BY THAT CERTAIN RIGHT-OF-WAY DEDICATION DOCUMENT ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA IN BOOK 20031001 6, INSTRUMENT NUMBER 00576.

5820 South Eastern Avenue, Suite 200 * Las Vegas, NV 89119 * phone 702.369.9393 * fax 702.369.9783
internet: www.stanleygroup.com

EXHIBIT "C"

ELEVATION DRAWINGS

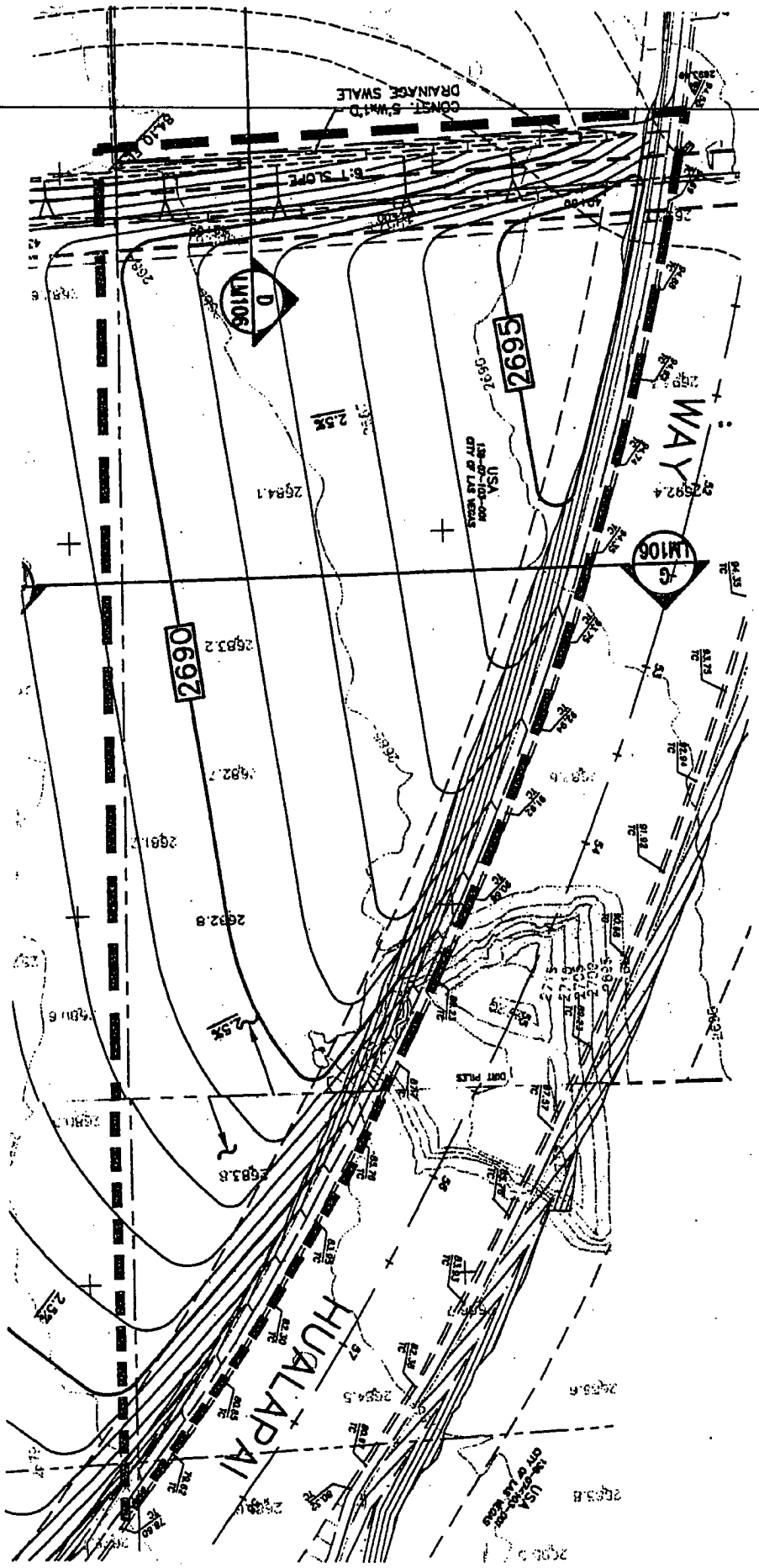


EXHIBIT "C"

ELEVATION DRAWINGS

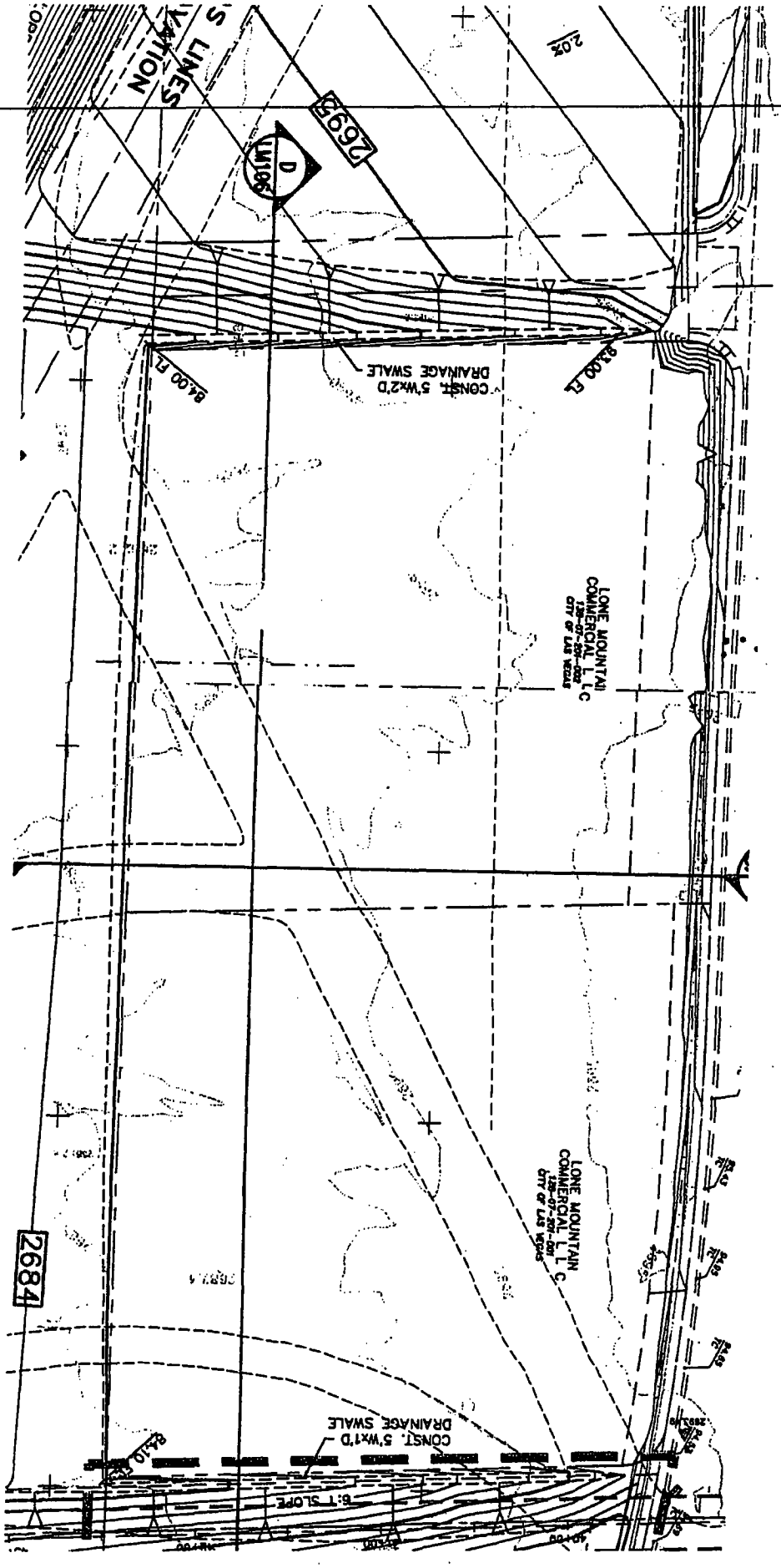


EXHIBIT "D"

EXHIBIT "D"

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.

. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

EXHIBIT "D"

Block 1: Contracting Entity (Name)	Block 2: Description
Name: Lone Mountain Villas, LLC	Subject Matter of Contract/Agreement: Sale of APN: 138-07-103-006 FROM COLV
Address: 4175 Cameron St. Ste A Las Vegas, Nv 89103	
EIN or Social Security # 20-1-56-0977	

Block 3: Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Ronald J. Day / Managing Member	4175 Cameron St. Ste A Las Vegas NV 89103	873-9414
2.	Gary G. Day Family Trust / managing member	4175 Cameron St. Ste A Las Vegas NV 89103	873-9414
3.	Brad Esposito / member	4175 Cameron St. Ste A Las Vegas NV 89103	873-9414
4.	Work In Process, LLC / member	4175 Cameron St Ste A Las Vegas NV 89103	873-9414
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: _____

EXHIBIT "D"

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.

Ronald J. Day Name Managing Member

Date

Subscribed and sworn to before me this 17 day of January, 2005.

Amy Prisco
Notary Public

AMY PRISCO
Notary Public State of Nevada
No. 01-70987-1
My appt. exp. Sept. 18, 2005

City of Las Vegas

Agenda Item No. 54

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: ADMINISTRATIVE
DIRECTOR: ELIZABETH FRETWELL ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:
ADMINISTRATIVE:

Report and possible action concerning the status of 2005 legislative issues

Fiscal Impact:

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

PURPOSE/BACKGROUND:
Staff will report on pending legislation of the 2005 Nevada State Legislature.

RECOMMENDATION:
It is recommended that the City Council accept the report and direct staff, if necessary.

BACKUP DOCUMENTATION:
None

MOTION:
REESE - Motion ACCEPTING the Report as recommended and including all comments made (see verbatim transcript) - UNANIMOUS

MINUTES:
NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:
OSCAR GOODMAN, Mayor
BETSY FRETWELL, Deputy City Manager
BRAD JERBIC, City Attorney
MICHAEL MACK, Councilman
GARY REESE, Councilman
LOIS TARKANIAN, Councilwoman
LARRY BROWN, Councilman
(10:17 - 10:31)
1-2534

CITY COUNCIL MEETING OF
MAY 4, 2005

VERBATIM TRANSCRIPT – Item 54

Item 54 – Report and possible action concerning the status of 2005 legislative issues

Appearance List:

OSCAR GOODMAN, Mayor
BETSY FRETWELL, Deputy City Manager
BRAD JERBIC, City Attorney
MICHAEL MACK, Councilman
GARY REESE, Councilman
LOIS TARKANIAN, Councilwoman
LARRY BROWN, Councilman

(10:17-10:31)
2-2534
14 minutes

Typed by: Stacey Campbell
Proofed by: Ydoleena Yturralde

MAYOR GOODMAN

All right – let me see what we have here. We'll do item 54 and then I'm going to call forward Item number 62.

BETSY FRETWELL

Good morning, Mayor, members of the Council. I have a brief update for you on legislative activities. There just a little more than a month left of the state legislature and we have a few things we want to brief you on this morning, most particularly, the progress of – our bills and some significant bills of interest.

We're tracking a substantial number of bills but there're probably 50 that are at the top of our list right now. So, as you will recall, when we started this process we were tracking probably close to 800 bills. Now, we're down to about 50 so, that shows things are coming to an end at the legislature.

One of the ones that I wanted to brief you on is the Leisure Services private infor, client private information bill. It did pass out of – the assembly, it has been heard and Senate Government Affairs, in fact Billie Bastian provided the testimony for the City of Las Vegas. There was an, a – floor amendment in the Assembly that we're trying to work with in the Senate to try and figure out if there's a way for us to modify the bill to make everybody happy. I'm not sure we're gonna be able to do that but we're trying right now. So, we're working on another amendment to that bill and hopefully we will be successful in that effort.

Our homeland security bill will be heard next week. We're, Tim McAndrew is preparing his testimony now for that hearing, and – we're hopeful that we'll have passage of that measure shortly.

The license plate bill has had its first hearing in the Assembly Transportation Committee. We anticipate yet another amendment on that bill. We're working with the Chairman to address that concern and hopefully we will get a nod from the Assembly Transportation Committee as a result of that amendment.

Yesterday, Councilman Mack testified on the more cops bill with Deputy City Manager, Steve Houchens. That bill received a lot of testimony. So, we're keeping an eye on that one to see how that proceeds through the process.

We also have a later agenda item on today to discuss bus stop shelters, which is one of the bills that's left on the agenda that we have some concerns with.

And then finally, I wanted to mention to you, and I've mentioned this in prior presentations, the primary elections, moving our municipal elections to November from the spring. So, it would be in November of the – even years versus spring of the odd years. We have one more opportunity to testify on that bill on Thursday. And, it – impacts each of you individually. And, so, if there's a position that this, that the Council would like for us to take as a lobbying team, please let us know. On the pro side of it, it does potentially save some money in the cost of elections. On the opposite side, there's some distinction to be had between City Council races, Congressional races, Gubernatorial races, County Commission races and State Assembly and Senate races, which typically occur in the even years. This would roll all of those elections together on one ballot. And – it would have some impact on some of your terms. I've been in dialogue with the City Council, I mean with the, excuse me, with the City Attorney, we're trying to determine who. But in our estimate right now, it would probably have an impact on Councilman Reese, Mayor Goodman and Councilman Brown because of the term limitation issue because you all are furthest along in your terms in the Council. We need to verify that, and make sure that that's the right assumption but most of our attorneys have looked at it and said, yes, it would probably impact your terms because it would shorten a term in the interim when the bill passes, moving your election up to November from April.

So, we're kind of in a – position where we're willing to do whatever you'd like. Other local cities in the south are not in favor of this bill at this point. So, we're ready to testify depending on the direction that you give us today regarding that bill.

MAYOR GOODMAN

All right. Thank you very much. Are there any questions of Ms. Fretwell first? All right, Mr. Jerbic, did you want to be heard? Okay.

BRAD JERBIC

I'd be glad to answer any questions, Your Honor.

MAYOR GOODMAN

All right, fine. Councilman Mack.

COUNCILMAN MACK

Thank you, Your Honor. This is not related to that particular bill but more related to the more cops initiative that was passed by the voters. I did testify. It's amazing to hear some of the dialogue that's been happening up in Carson City in relation to supporting the more cops initiative and the effect it has on Southern Nevadans. And, property crime is going up and especially in the area I represent and we're spread so thin and unfortunately, our law enforcement are handling the more prioritized crimes that are happening in the core of the City. So, I – really reach, I'm trying to just reach out to the community and tell them how important it is to let their legislators know. To give them that – will to give the County Commission the enabling legislation to move forward to get more cops on our street. If we were to have a tragedy that happened in Florida over 10 year ago, in this Valley, we wouldn't have an economy that we have today. And, we need to protect that investment so, it's more than just protecting the streets, protecting our investments and protecting our future and our children's future. So, I hope everyone supports the more cops initiative.

MAYOR GOODMAN

Well certainly we, as a Council, passed a resolution to that affect. I cut a PSA for the Sherrif where we went public saying that the City Council is in favor of the more cops initiative. The bottom line really is, it's paying very, very little to get an awful lot. You get a real bang for your buck with this one.

But, Ms. Fretwell, if you're, if you want my opinion, I love being the Mayor of Las Vegas. Like to be the Mayor for life, for a long life actually. And, I could certainly envision myself being the longest serving Mayor of the City of Las Vegas if this legislation went through. But the bottom line really is, I – like the fact that we are distinct, that we have our own election cycle. I think that it gives our constituents a greater opportunity to make a more considered decision as to whom they want representing them on their City Council and as the Mayor. So I, from my

perspective and of course, we could all have differing views on this one, I think we should keep it the way it is and Lord willing, if I serve another term, that should be enough.

COUNCILMAN REESE

Your Honor, I second those comments also.

MAYOR GOODMAN

Thank you.

COUNCILWOMAN TARKANIAN

Mr. Mayor?

MAYOR GOODMAN

Yes.

COUNCILWOMAN TARKANIAN

I just wanted to add something to what Councilman Mack said. I agree wholeheartedly with him, I think it's very important and I know I've been trying in every neighborhood meeting, every small meeting of every group, finding out what the greatest concerns are of the residents and it's safety, safety, following law and order. And, they ask what's, why aren't the police doing this or that and you have to keep emphasizing to them that it's because they're understaffed for the number of problems that are there. And the only, they voted for this, the only way they're going to get this through is if they do call the legislature and they do ask them to push this and pass it as the will of the people. And, I also agree with you, Mr. Mayor, what you said about the terms in office. Thank you.

MAYOR GOODMAN

Thank you.

COUNCILMAN MACK

Your Honor.

MAYOR GOODMAN

All right, Councilman.

COUNCILMAN MACK

A statement regarding the election cycle. You know, we've been very fortunate, the City of Las Vegas to be able to get some public safety initiatives passed in our municipal elections. And I think that we would be putting some pressure on some great public safety initiatives for the future. And I know that our Fire and Rescue probably will be looking at a – bond initiative or some type of increase for the future and sometimes when they get pushed to the – normal cycles, the November elections, a lot of these public safety initiatives or initiatives that are good for the – whole of the community fail because it becomes a partisan issue. And a lot of it falls in during presidential election cycles. So, I'd hate to see any of these initiatives fail because partisan politics played out. So, that would be why I would be against moving the election cycle there.

MAYOR GOODMAN

All right. Thank you. Any other comments? All right.

BETSY FRETWELL

Mayor, I have one more thing to –

MAYOR GOODMAN

Yes.

BETSY FRETWELL

– mention before we conclude the report, well actually, two quick things. One, we're still monitoring performing arts center legislation. We've got the MOU with the County and we're

continuing to monitor that. There are hearings next week on that so we'll keep a close eye on that as well.

And then finally, you and I and Councilman Weekly spent a day and a half up in Carson City this week talking about the future of the academic medical center on the 61 acres. We were joined by the University of Pittsburgh Medical Center staff, the Chief Medical Officer there as well as the President of the Palermo ISMETT Institute, two very knowledgeable individuals, in an effort to share where we are in the development of a memorandum of understanding between the City, University of Pittsburgh Medical Center and the School of Medicine, here in Nevada. And, we're hopeful that we'll be able to build some support. There's a very compelling case for the creation of a non-profit center in the heart of the City of Las Vegas that has an open staffing model where all doctors who meet the criteria are welcome. That creates an innovative service delivery system based in sound research that compliments our current medical services here. It's – very interesting to have that dialogue as a City at the legislature and I think that we will continue to – push for consideration of the creation of a Nevada Academic Medical Center on the 61 acres. Our lobbying team will continue to advocate for that project. And we will do our very best to set up community meetings that are necessary to bring in people who will be strong partners, should they agree to go forward with us over the next week or two to continue to solidify this approach.

So, I just wanted to mention why we were there and what we were seeking to achieve. The – Pittsburgh people, in cooperation with the School of Medicine, would be able to immediately upon the opening of that building, create over 20 sub-specialties for this valley including cardiology and a variety of other things that – we don't have through our medical school today. So, it really would take us to a different level and it would compliment our current medical capacity here, if not make it stronger.

So, I'd be happy to answer any questions about that trip or take any direction related to that or the November election issue. And that completes my report, Mayor.

MAYOR GOODMAN

All right. Thank you very much. Well as far as our trip yesterday with Councilman Weekly, you and myself, it was a, I thought a very good trip. I – we met an awful lot, we met with an

awful lot of the legislators, met with the Governor and my general sense was at the end of the day, that it's very difficult to argue against supporting this kind of wonderful project, which will overnight give us 30 years of experience that we don't have in our valley here and make a world-class medical center. So, I appreciate your assistance on that.

BETSY FRETWELL

Sure.

MAYOR GOODMAN

Thank you. All right. May I have a motion, please?

COUNCILMAN REESE

Yes, **I move to accept the report as given and add all those comments that's been on record, please.**

MAYOR GOODMAN

Thank you very much, let's vote please.

COUNCILMAN BROWN

Your Honor?

MAYOR GOODMAN

Yes.

COUNCILMAN BROWN

Just to clarify in – part, partly your recommendation on that one particular bill.

COUNCILMAN REESE

Absolutely, yes.

MAYOR GOODMAN

Thank you very much. All right, let's vote please. Post.

COUNCILMAN REESE

The voting bill is –

MAYOR GOODMAN

That's – on the voting bill. Councilman Brown joins in –

BETSY FRETWELL

Opposition.

MAYOR GOODMAN

– in opposition.

COUNCILMAN REESE

Yeah.

BETSY FRETWELL

Got it, thank you.

MAYOR GOODMAN

Okay. All right. Let's post, please. Motion carries **(Motion carried UNANIMOUSLY)** Thank you.

(END OF DISCUSSION)

/sc;yy

City of Las Vegas

Agenda Item No. 55

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Ronald E. Midby, 272 Deerleap Circle, Henderson, Nevada 89052

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and STRIKE Items 26, 58, and 61 and Hold in ABEYANCE Item 55 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no discussion.
(9:53 - 9:54)
1-1490

RECEIVED
CITY CLERK

2005 APR 14 P 2:36

April 13, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

Ronald E. Midby
272 Deerleaf Circle
Henderson, NV 89052

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

April 13, 2005

Mr. Ronald E. Midby
272 Deerleap Circle
Henderson, NV 89052

Re: **WORK CARD APPEAL**

Dear Mr Midby:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **May 4, 2005.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/gr

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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18112-001-6/04

City of Las Vegas

Agenda Item No. 56

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Allison J. Urbinato, 9640 Lightheart Avenue, Las Vegas, Nevada 89148

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal and City Clerk Notification Letter to Appellant
2. Support letter from proposed employer, Douglas DaSilva, Managing Member for Artisan Hotel and Spa, LLC

MOTION:

REESE - APPROVED the appeal, thereby granting a site-specific work card subject to a six-month (11/2/2005) review - motion carried with TARKANIAN voting NO

MINUTES:

The appellant was present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), indicated that the criminal history and charges were represented in the confidential report. The final disposition on the subsequent and final charge is accessory to robbery. The employer, who was present in the audience, is willing to hire MS. URBINATO despite her criminal background.

MAYOR GOODMAN verified with the employer that he is cognizant of the hiring practices. He then confirmed with MS. URBINATO that she successfully completed probation. MS. URBINATO stated that she is already working at the restaurant. DETECTIVE RODD interjected that she needs the work card to be able to serve alcohol. MAYOR GOODMAN advised MS. URBINATO to inform Metro if she changes job location, because the work card would be issued site specific.

(1:59 - 2:02)

4-610

RECEIVED
CITY CLERK

2005 APR 14 P 2:36

April 14, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

Allesia Urbinato

Allison J. Urbinato
9640 Lightheart Ave.
Las Vegas, NV 89148

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
AWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

April 14, 2005

Ms. Allison J. Urbinato
9640 Lightheart Ave
Las Vegas, NV 89148

Re: **WORK CARD APPEAL**

Dear Ms. Urbinato:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **May 4, 2005.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

Stacey Campbell

Stacey Campbell
Deputy City Clerk I I for
Barbara Jo Ronemus, City Clerk

/gr

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

ARTISAN
HOTEL

January 28, 2005

Attn: Work Card Application Department
Las Vegas Metropolitan Police Department
901 E Fremont
Las Vegas, NV 89101-2985

In Re: Allison Urbinato

Sir / Madam,

Please accept this letter as confirmation that the aforementioned Allison Urbinato is employed by the Artisan Hotel & Spa. Additionally, we are aware that she was covicted for felony robbery.. Should you have any questions feel free to reach me at (702) 214-4000 x200 or via wireless at (702) 303-5724, or Ninette DaSilva at (702) 214-4000 x201 or via wireless at (702) 249-3738.. Thank you.

Sincerely,

Douglas DaSilva
Managing Member
Artisan Hotel & Spa, LLC

1501 W. Sahara • Las Vegas, NV 89102
Interstate 15 at Sahara
702.214.4000 • Fax 702.733.1571
www.theartisanhotel.com

City of Las Vegas

Agenda Item No. 57

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Michael Emanuel, 2901 Industrial Road, Las Vegas, Nevada 89109

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - APPROVED the appeal, thereby granting a site-specific work card subject to a six-month (11/2/2005) review - UNANIMOUS

NOTE: COUNCILMAN REESE disclosed that MR. EMANUEL is employed at the 7-Eleven owned by MR. HARRINGTON, who was present to testify, in the same plaza where his barbershop is located. He asked CITY ATTORNEY JERBIC if he could vote. CITY ATTORNEY JERBIC opined that he did not believe COUNCILMAN REESE had any interest in this case. But, if he could not put aside his friendship with MR. HARRINGTON and vote independently, then he should abstain. COUNCILMAN REESE indicated he would be participating and voting because the owner of this establishment is stepping up and giving the appellant a second chance, which the Council supports.

MINUTES:

The appellant was present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), indicated he made contact with MR. HARRINGTON, who is in support of the employment despite MR. EMANUEL'S history. DETECTIVE RODD agreed that MR. EMANUEL is putting in a lot of effort and he is a good employee.

MAYOR GOODMAN urged MR. EMANUEL not to let the Council down and advised him to inform Metro if he should change employment location because the work card is site specific.

(2:02 - 2:04)

4-708

RECEIVED
CITY CLERK

2005 APR 15 P 3:41

April 15, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

Michael Emanuel

Michael Emanuel
2901 Industrial Road
Las Vegas, NV 89109

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
VRENCE WEEKLY
ICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

April 15, 2005

Michael Emanuel
2901 Industrial Road
Las Vegas, NV 89109

Re: **WORK CARD APPEAL**

Dear Mr. Emanuel:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **May 4, 2005.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
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18112-001-1-05
CLV 7009

City of Las Vegas

Agenda Item No. 58

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: John Scott Fahrney, 525 E. St. Louis Avenue, Apt. 218, Las Vegas, Nevada 89104

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal and City Clerk Notification Letter to Appellant
2. Support letter from proposed employer, Jim Firzlaff, Executive Administrator for Trinity Life Center

MOTION:

REESE - Motion to bring forward and STRIKE Items 26, 58, and 61 and Hold in ABEYANCE Item 55 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no discussion.
(9:53 - 9:54)
1-1490

RECEIVED
CITY CLERK

2005 APR 15 P 2:58

April 15, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

John S Fahrney

John Scott Fahrney
525 E. St. Louis Avenue, Apt. 218
Las Vegas, NV 89104

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
'RENCE WEEKLY
/ICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

April 15, 2005

John Scott Fahrney
525 E. St. Louis Avenue, Apt. 218
Las Vegas, NV 89104

Re: **WORK CARD APPEAL**

Dear Mr. Fahrney:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **May 4, 2005.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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18112-001-1-05
CLV 7009

RECEIVED
CITY CLERK
2005 APR 15 P 3:01

March 16, 2005

RE: John Farhrney

To Whom it May Concern:

Please allow this letter to serve as notice that John is currently employed at Trinity Life Center. In his last review he received better than average scores and we expect him to be employed here indefinitely.

If you have any questions, please feel free to contact me at the numbers listed below.

Best Regards,

Jim Firzlaff
Executive Administrator
Trinity Life Center
702 205-3103 cell phone

1000 E. St. Louis Ave
Las Vegas, NV 89104
Ph 702 734-2223
Fax 702 369-5962

City of Las Vegas

Agenda Item No. 59

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Approved October 20, 2004 subject to a six month review: Michael J. Amsbary, 2725 W. Wigwam Avenue, Apt. 1089, Las Vegas, Nevada 89123

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - APPROVED a permanent work card - UNANIMOUS

MINUTES:

The appellant was present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), stated the confidential report gives details of the initial concerns with the appellant's criminal history and the six-month review. Metro staff conversed with the employer, who indicated that MR. AMSBARY is still an employee in good standing at Bonanza General Store and that he wishes to continue his employment. MAYOR GOODMAN was pleased to hear that MR. AMSBARY is doing well and that the Council made the right decision six months ago in issuing him a work card.

(2:04 - 2:06)

4-797

RECEIVED
CITY CLERK

2004 SEP 23 P 3:00

September 23, 2004

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

Michael J. Amsbary
2725 W. Wigwam Avenue, Apt. 1089
Las Vegas, NV 89123

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

September 23, 2004

Michael J. Amsbary
2725 W. Wigwam Avenue, Apt. 1089
Las Vegas, NV 89123

Re: **WORK CARD APPEAL**

Dear Mr. Amsbary:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **October 6, 2004.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

Arlene Coleman
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil ✓
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

City of Las Vegas

Agenda Item No. 60

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Approved October 20, 2004 subject to a six month review: Meredith Howard Polzel, 320 S. First Street, Las Vegas, Nevada 89101

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

1. Appellant Letter of Appeal and City Clerk Notification Letter to Appellant
2. Letter from prospective employer

MOTION:

REESE - APPROVED a permanent work card - UNANIMOUS

NOTE: The following disclosure was made under Item 57 and included for this matter as well at the request of COUNCILMAN REESE: COUNCILMAN REESE disclosed that MR. EMANUEL is employed at the 7-Eleven owned by MR. HARRINGTON, who was present to testify, in the same plaza where his barbershop is located. He asked CITY ATTORNEY JERBIC if he could vote. CITY ATTORNEY JERBIC opined that he did not believe COUNCILMAN REESE had any interest in this case; but, if he could not put aside his friendship with MR. HARRINGTON and vote independently, then he should abstain. COUNCILMAN REESE indicated he would be participating and voting because the owner of this establishment is stepping up and giving the appellant a second chance, which the Council supports.

MINUTES:

The appellant was present.

STACY RODD, Detective, Las Vegas Metropolitan Police Department (Metro), indicated this matter also involves a work card for employment at the 7-Eleven located at 2431 East Bonanza, which MR. HARRINGTON owns. Contact was made with MR. HARRINGTON, who indicated that he is willing to continue employing MR. POLZEL because he is a good employee.

(2:06 - 2:08)

4-858

RECEIVED
CITY CLERK

2004 OCT -1 A 10:43

October 1, 2004

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,
Meredith Howard Polzel

Meredith Howard Polzel
320 S. First Street
Las Vegas, NV 89101

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

October 1, 2004

Meredith Howard Potzel
320 S. First Street
Las Vegas, NV 89101

Re: **WORK CARD APPEAL**

Dear Mr. Potzel:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **October 20, 2004.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so.

If a letter is submitted to the Council, **it must be from the licensee or principal who must be approved for suitability under Las Vegas Municipal Code Chapter 6.06 (the owner of the business, other principal or key employee)** for the establishment in which you are seeking employment. Also, you should bring to the hearing all other materials which may assist you in your appeal.

Sincerely,

Vicky Darling
Assistant Deputy City Clerk for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

CITY OF LAS VEGAS
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15113-001-6/04

7-ELEVEN STORE #29662
2431 E. Bonanza Road
Las Vegas, Nevada 89101
Telephone: (702) 384-0090

September 27, 2004

TO: LVMPD Fingerprint Bureau
5880 Cameron St
Las Vegas, NV 89119

Subject: Work Card - Mr. Michael H. Polzel, SSAN: 540-54-0532

Gentlemen:

Mr. Polzel has informed me of his previous felony conviction for driving while under a suspended license in Oregon in 1998. Additionally, I have been informed of a subsequent misdemeanor conviction here in Las Vegas in 1999.

Mr. Polzel has been undergoing rehabilition training at the Clark Center since September 1, 2004. His anticipated completion date is December 1, 2004. His case worker, Mrs. Milliana Rodriguez, is in close contact with me and Mr. Polzel in under constant supervision.

I believe Mr. Polzel is trying to rebuild his life and become a productive citizen of Las Vegas. He informs me he has been clean and sober for over five years and I am confident of his desire to complete the above training and get on with his life.

Please issue a work card to Mr. Polzel to enable him to work at my store.

Sincerely yours,

Charles A. Harrington
Franchisee

City of Las Vegas

Agenda Item No. 61

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action on Appeal of Work Card Denial: Steven Lorrell Brown, Sr., 5337 Mountain View Drive, Las Vegas, Nevada 89146

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

Appellant Letter of Appeal and City Clerk Notification Letter to Appellant

MOTION:

REESE - Motion to bring forward and STRIKE Items 26, 58, and 61 and Hold in ABEYANCE Item 55 to 5/18/2005 - UNANIMOUS

MINUTES:

There was no discussion.
(9:53 - 9:54)
1-1490

RECEIVED
CITY CLERK

2005 APR 20 A 9:48

April 20, 2005

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

To Whom It May Concern:

I wish to appeal the Metropolitan Police Department's denial of my Work Card application to the Las Vegas City Council.

Sincerely,

Steven Lorrell Brown, Sr.
5337 Mountain View Drive
Las Vegas, NV 89146

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY
IICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

April 20, 2005

Steven Lorrell Brown, Sr.
5337 Mountain View Drive
Las Vegas, NV 89146

Re: **WORK CARD APPEAL**

Dear Mr. Brown:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. This matter will be heard by the City Council at their regularly scheduled meeting of **May 4, 2005.**

Your appeal is scheduled to be heard during the morning session of the meeting, which commences at 9:00 a.m. We would advise that you be in attendance to present your appeal and answer any questions which may arise.

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Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

/pc

cc: City Attorney-Civil
Las Vegas Metropolitan Police Department - SIB

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