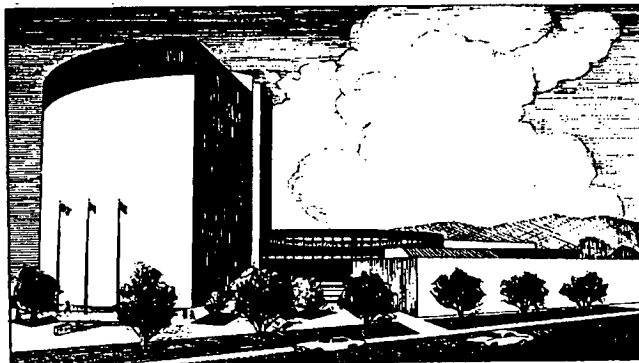




MINUTES

City of Las Vegas

CITY COUNCIL

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

CITY COUNCIL

Meeting of

M A Y 18, 2005

INVOCATION PLEDGE OF ALLEGIANCE

CITY COUNCIL

PRESENT ABSENT EXCUSED

MAYOR OSCAR B. GOODMAN

(Excused from AM session and from PM session at 1:38 PM)

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COUNCILMAN GARY REESE

MAYOR PRO-TEM

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COUNCILMAN LARRY BROWN

(Excused from PM session until 1:10 PM)

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COUNCILMAN LAWRENCE WEEKLY

(Excused from PM session at 1:38 PM)

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COUNCILMAN MICHAEL MACK

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COUNCILMAN STEVE WOLFSON

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COUNCILWOMAN LOIS TARKANIAN

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DOUG SELBY, CITY MANAGER

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BRAD JERBIC, CITY ATTORNEY

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BRYAN SCOTT, DEPUTY CITY ATTORNEY (PM session)

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TOM GREEN, DEPUTY CITY ATTORNEY

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BARBARA JO RONEMUS, CITY CLERK

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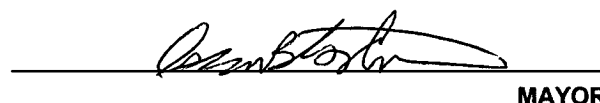
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APPROVED BY REFERENCE: July 6, 2005

ATTEST:


CITY CLERK


MAYOR



CITY COUNCIL AGENDA

COUNCIL CHAMBERS • 400 STEWART AVENUE • PHONE 229-6011

CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>

OSCAR B. GOODMAN, MAYOR (At-Large) • COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)

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

MICHAEL MACK (Ward 6), 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 18, 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 PAUL DANIEL, UNITARIAN UNIVERSALIST CONGREGATION OF LAS VEGAS
- PLEDGE OF ALLEGIANCE
- RECOGNITION OF THE EMPLOYEE OF THE MONTH
- RECOGNITION OF NATIONAL PUBLIC WORKS WEEK
- RECOGNITION OF CITY EMPLOYEE RANDY HADLAND FOR EARNING THE LAB ANALYST OF THE YEAR AWARD
- RECOGNITION OF EMERGENCY MEDICAL SERVICES WEEK
- RECOGNITION OF HISTORIC PRESERVATION MONTH
- RECOGNITION OF THE CLARK HIGH SCHOOL SCIENCE BOWL AND VARSITY QUIZ TEAMS
- RECOGNITION OF STUDENTS FROM RUTHE DESKIN ELEMENTARY SCHOOL FOR EARNING THE AMERICAN PRIDE AWARD
- RECOGNITION OF CUBAN AMERICANS

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 Meetings of March 2, 2005 and March 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.

FINANCE & BUSINESS SERVICES - CONSENT

3. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments
4. Approval of the City of Las Vegas Investment Policy - All Wards
5. Approval of a Special Event License for Boricua Association of Las Vegas, NV, Location: Sammy Davis, Jr. Plaza, 720 Twin Lakes Drive, Date: May 28, 2005, Type: Special Event Beer/Wine/Cooler, Event: Annual Memorial Day Festival, Responsible Person in Charge: Ana Acevedo - Ward 5 (Weekly)
6. Approval of a new Slot Operator Space Lease Location Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Outpost Saloon, 2200 North Rainbow Boulevard - Ward 6 (Mack)
7. Approval of the award of Bid No. 050559-DK, Annual Requirements Contract for Food Services - Department of Detention and Enforcement - Award recommended to: INSTITUTIONAL FOOD SERVICE MANAGEMENT LLC (\$1,474,981 - General Fund) - Ward 3 (Reese)
8. Approval of award of Contract No. 050047 for Independent Financial Audit of Cable Services - Department of Finance and Business Services - Award recommended to: SCOTT LEWIS & ASSOCIATES, P.A. (\$84,000 - Clark County Special Fund Account)
9. Approval of the award of Bid No. 050573-TB, Tandburg Video Conferencing Equipment - Information Technology - Award recommended to: IVCI, LLC (\$96,733 - Multipurpose Special Revenue Fund)
10. Approval of an extension of Contract No. 030301, Online Learning Software Subscription - Department of Information Technologies - Award to: NEW HORIZONS (\$81,136.00 - Computer Services Internal Service Fund)
11. Approval of issuance of a purchase order for the repair of a Model 570B John Deere Motor Grader - Department of Field Operations - Award recommended to: BLAINE EQUIPMENT COMPANY, INC. (\$81,439.10 - Automotive Services Internal Service Fund)
12. Approval of award of Amendment No. 2 to Contract No. CLV-02-003, Inmate Medical Services - Department of Detention and Enforcement - Award recommended to: PRISON HEALTH SERVICES, INC. (\$771,070 - General Fund) - Ward 3 (Reese)
13. Approval of award of Contract No. 050561, Insurance Broker and Consulting Services - Department of Human Resources - Award recommended to AON RISK SERVICES, INC. (\$100,000 - Liability Insurance and Workers' Compensation ISF)
14. Preapproval of purchase order in the amount of \$250,000 for reproduction exhibit lighting in the Post Modern Post Office, 301 Stewart Avenue - (\$250,000 - Multipurpose Special Revenue Fund) - Ward 5 (Weekly)

FINANCE & BUSINESS SERVICES - CONSENT

15. Approval to transfer \$745,000 in available funding from the Freedom Park Master plan project to the Freedom Park Pool and Bathhouse capital project and award of Bid No. 04.15341.06-LED (Revised), Freedom Park Pool and Bathhouse and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to RICHARDSON CONSTRUCTION, INC. (\$3,891,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Reese)
16. Approval of award of Bid No. 050572-KF, Furnish and Install Gas-fired, Hot Water, Tube Type Boiler at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: DESERT BOILERS & CONTROLS, INC. (\$33,429 - Sanitation Enterprise Fund) - County
17. Preapproval of award of Bid No. 05.15341.08-LED, Detention Center Access Gate J to the lowest responsive and responsible bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - (\$90,000 - Homeland Security Grant Program) - Ward 5 (Weekly)

FIRE & RESCUE - CONSENT

8. Approval of authorizing the Las Vegas Fire & Rescue to execute an Individual Case Basis (ICB) Agreement with Central Telephone Company-Nevada Division (Sprint) for the receipt of Reverse Notification Telephone Number Database Service - All Wards
19. Approval of authorizing the city's Emergency Management Officer to execute a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY05 U.S. Office of Domestic Preparedness Citizen Corps Program (CCP) - All Wards
20. Approval of authorizing the city's Emergency Management Officer to execute a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY05 U.S. Office of Domestic Preparedness Metropolitan Medical Response System (MMRS) Program and to execute a Secondary Interlocal Agreement with the Clark County Health District for the transfer of a portion of the funds - All Wards
21. Approval of authorizing the city's Emergency Management Officer to execute a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY05 U.S. Office of Domestic Preparedness Urban Area Security Initiative Program - All Wards

HUMAN RESOURCES - CONSENT

22. Approval of payment for a Permanent Partial Disability award - Claim WC04070172 - as required under the workers' compensation statutes (\$26,747 - Workers' Compensation Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

23. 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 West Owens Avenue - Ward 5 (Weekly)

PUBLIC WORKS - CONSENT

24. Approval to appraise and purchase or condemn right-of-way/easement parcels for the Gowan North Channel - Phase IV Project between El Capitan Way and the Las Vegas Beltway on the Lone Mountain Road alignment (\$90,000 - Clark County Regional Flood Control District [CCRFCD]) - County (near Wards 4 and 6 - Brown and Mack)

PUBLIC WORKS - CONSENT

25. Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northeast Quarter of Section 19, Township 19 South, Range 60 East, Mount Diablo Meridian, for road, sewer and drainage purposes, 30 feet in width, generally located on the east side of Grand Canyon Drive, between Wittig Avenue and Haley Avenue, APN 125-19-501-009, 125-19-601-001 - Ward 6 (Mack)
26. Approval of First Supplemental Interlocal Contract 418a - Discovery Lane, Grand Central Parkway to Martin L. King, between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase funding for engineering and encumber funding for construction (\$1,912,000 - Regional Transportation Commission) - Ward 5 (Weekly)
27. Approval of Second Supplemental Interlocal Contract LAS10W04 - Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango Drive between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to reduce construction funding (-\$860,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)
28. Approval of Third Supplemental Interlocal Contract LAS10T02 - Gowan North System - Phase II (Alexander Road to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCDD) to increase funding for construction (\$600,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)
29. Approval of an Easement and Rights-of-Way to Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of Section 10, Township 21 South, Range 62 East, Mount Diablo Meridian for a water facilities easement to serve the Wastewater Treatment Plant located on the south side of Vegas Valley Drive, east of Hollywood Boulevard - APN 161-10-401-004 - County (near Ward 3 Reese)
30. Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Development Consulting Service on behalf of Stevie D. Stower, Terry D. Stower and Charles Winder II, owners (northeast corner of Grand Canyon Drive and Regena Avenue, APN 125-30-501-006) - County (near Ward 6 - Mack)
31. Approval of an Encroachment Request from Taney Engineering on behalf of Sandcastle Limited Partnership, owner (southeast corner of Farm Road and Tule Springs Road) - Ward 6 (Mack)
32. Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, owner (northwest corner of Deer Springs Way and Fort Apache Road) - Ward 6 (Mack)
33. Approval of an Interlocal Agreement with the Las Vegas Valley Water District for water service at the Centennial Hills Leisure Center located at 6601 North Buffalo Drive (\$277,799 - 2004 Recreation Bonds) - Ward 6 (Mack)
34. Approval of an Interlocal Agreement with the Las Vegas Valley Water District for water service at Deer Springs Park Phase 2 located on the north side of Buffalo Drive east of Centennial Parkway (\$350 - Road and Flood Capital Projects Fund) - Ward 6 (Mack)
35. Approval of a Second Amendment to a Construction Management Agreement with TJ Consulting for Construction Management of the Washington and Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$92,460 - Capital Project Funds) - Ward 4 (Brown)
36. Approval of a Professional Services Agreement with Westar Architects for Design and Construction Supervision for the Water Pollution Control Facility (WPCF) Warehouse Expansion/Office located at 6005 East Vegas Valley Drive - (118,400 - Sanitation Fund) - County (near Ward 3 - Reese)
37. Approval of a Contract Modification to Contract 28 - 2003 Facilities Improvement, with P.R. Burke for miscellaneous improvements at the Water Pollution Control Facility (WPCF) located at 6005 East Vegas Valley Drive (\$100,000 - Sanitation Fund) - County (near Ward 3 Reese)
38. Approval of an Interlocal Contract with Clark County for evaluation services relating to the Special Improvement District (SID) Hardship Determination Program (Approximately 28 hours at \$35 per hour/\$980 per year - Revolving Special Improvement District Fund) - All Wards

RESOLUTIONS - CONSENT

- 39. R-49-2005 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) (Levy Assessments) - Ward 6 (Mack)
- 40. R-50-2005 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) (Levy Assessments) - Ward 6 (Mack)
- 41. R-51-2005 - Approval of a resolution to refund surplus amounts of \$102,096.82 in Special Improvement District (SID) 411 - Ward 6 (Mack)

REAL ESTATE COMMITTEE - CONSENT

- 42. Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, doing business as Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 630 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)
- 43. Approval of an Agreement for the Purchase and Sale of Real Property whereby the City of Las Vegas (City) sells approximately 0.86 acres located at the southeast corner of Lone Mountain Road and Balsam Street known as APN 138-03-510-003 to RS Consulting (RS) (\$260,000 revenue plus closing costs - General Fund) - Ward 6 (Mack)
- 44. Approval of an Amendment to the Municipal Court Traffic School Lease Agreement located at 2917 West Washington Avenue renewing the Lease until December 30, 2005, with a six-month renewal option (\$11,509 a month - six month term \$69,054 - Municipal Court Rental of Land) - Ward 5 (Weekly)
- 45. Approval of an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a seventy-foot public drainage Easement and Rights-of-Way to LVVWD to service a portion of APN 138-08-801-007 located off the northwest corner of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)
- 46. Approval of an Easement and Rights-of-Way between the City of Las Vegas (City) and Nevada Power Company (NPC) for an approximate 7,931 square foot Easement and Rights-of-Way to NPC to service a portion of APN 139-30-101-004 located in the vicinity of Vegas Drive and Decatur Boulevard commonly known as Ed Fountain Park - Ward 5 (Weekly)

DISCUSSION / ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

- 47. Report and possible action concerning the status of 2005 legislative issues
- 48. Discussion and possible action regarding a Memorandum Of Understanding (MOU) between the City of Las Vegas, City Parkway V, Inc., the University of Nevada School of Medicine and University of Pittsburgh Medical Center for the development of a new Academic Medical Center on a portion of the 61-acre site known as Union Park 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 - DISCUSSION

- 49. Discussion and possible action on Appeal of Work Card Denial: Approved May 19, 2004 subject to one year review: Tina P. Morton, 305 Bonanza Way, Las Vegas, Nevada 89101

CITY ATTORNEY - DISCUSSION

50. Discussion and possible action on Appeal of Work Card Denial: Approved May 19, 2004 subject to one year review: Keith L. Brooks, 825 Camden Lane Court, North Las Vegas, Nevada 89030
51. Discussion and possible action on Appeal of Work Card Denial: Approved May 19, 2004 subject to one year review: Caren Lynn Lopez, 4421 W. Washington Avenue, Las Vegas, Nevada 89107
52. Discussion and possible action on Appeal of Work Card Denial: Angela Jeanne Geiger, 9485 Encanto Cavern Court, Las Vegas, Nevada 89148
53. Discussion and possible action on Appeal of Work Card Denial: Dustin Drew Halper, 3870 Whitehorse, Las Vegas, Nevada 89115
54. Discussion and possible action on Appeal of Work Card Denial: Victor L. Johnston, 6201 Casada Way, Las Vegas, Nevada 89107
55. ABEYANCE ITEM - Discussion and possible action on Appeal of Work Card Denial: Ronald E. Midby, 272 Deerleap Circle, Henderson, Nevada 89052
56. Discussion and possible action on Appeal of Work Card Denial: Carol Ann Richmond, 5805 W. Harmon #91, Las Vegas, Nevada 89103
57. Discussion and possible action on Appeal of Work Card Denial: Robyn Mae Denton, 7804 Silver Plateau Avenue, Las Vegas, Nevada 89128

FINANCE & BUSINESS SERVICES - DISCUSSION

58. ABEYANCE ITEM - Discussion and possible action regarding a One Year Review of a Restricted Gaming License for 7 slots, Shoshani and Jarjees, dba Family Food II, 1602 H Street, Salar Shoshani, Ptnr, 50%, Thamer Jarjees, Ptnr, 50% - Ward 5 (Weekly)
59. Discussion and possible action regarding Temporary Approval of a new Supper Club License and a Liquor Caterer License subject to the provisions of the planning and fire codes and Health Dept. regulations, ANVUI, LLC, dba Hannah's Restaurant, 1050 South Rampart Boulevard, Hannah H. An, Mgr, Mmbr, 100%, Robert W. Eng, Investor - Ward 2 (Wolfson)
60. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License subject to Health Dept. regulations, From: B & R, Inc., dba Timbers, Andrew B. Donner, Dir, Pres, Secy, Treas, Timbers Hospitality Group, Inc., 100%; Donner Investment Trust, 52.542%, Gregory A. Bank, 11.017%, Jack L. Breslin, 8.475%, Robert H. O'Neil, 8.475%, Michael D. Donner, 4.237%, To: Vertigo Enterprises, LLC, dba Outpost Saloon, 2200 North Rainbow Boulevard, Kirk M. McClymont, Mmbr, Mgr, 100% - Ward 6 (Mack)
61. Discussion and possible action regarding Temporary Approval of a new Martial Arts Instruction Business License subject to the provisions of the fire codes, Mosses & Mosses, dba MSI Martial Arts Academy, 8450 West Sahara Avenue, Suite 112, Ariel F. Mosses, 50%, Shanon L. Mosses, 50% - Ward 1 (Tarkanian)
62. Discussion and possible action regarding Temporary Approval of a new Martial Arts Instruction Business License subject to the provisions of the fire codes, Robert W. Pauline, III, dba Aloha Taekwondo, 3950 North Tenaya Way, Suite 140, Robert W. Pauline, III, 100% - Ward 4 (Brown)
63. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 15 slots subject to the provisions of the fire codes, Health Dept. regulations and confirmation of approval by the Nevada Gaming Commission, From: Marlan, Inc., dba Shift's Crows Nest, George L. Crow, Dir, Pres, Secy, Treas, 100%, To: Scotch 80's, Ltd., dba Squiggy's, 3805 West Sahara Avenue, Danny R. Piper, Dir, Pres, Treas, 50%, Joseph D. Bunch, Dir, Secy, 50% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - DISCUSSION

64. Discussion and possible action regarding Temporary Approval of Change of Ownership, Business Name and Location for a Brew Pub/Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Wholly Cow, Inc., dba Holy Cow! Casino, Café & Brewery (Non-Operational), 2423 Las Vegas Boulevard South, Thomas N. Wiesner, Dir, Pres, Secy, Treas, Big Dog's Hospitality Group, Inc., 100%, Thomas N. Wiesner, Dir, Pres, Secy, Treas, Wiesner Gaming Trust, 100%, Thomas N. Wiesner, Trustee, To: In God We Trust Corp., dba Art Bar, 1511 South Main Street, Jesse T. Grice, Jr., Dir, Pres, Secy, Treas, 100% - Ward 1 (Tarkanian)
65. Discussion and possible action regarding Temporary Approval of Change of Ownership and Business Name for a Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, From: Sakura Sushi, Inc., dba Sakura Sushi, Inc. (Non-operational), Jay Lee, Dir, Pres, 50%, Yeung B. Lee, Dir, Secy, 50%, To: Yamato Enterprise, Inc., dba Zen Japanese Bistro, 7290 West Lake Mead Boulevard, 2, Kazuyoshi Yamagawa, Dir, Pres, 50%, Eun K. Yamagawa, Dir, VP, Secy, Treas, 50% - Ward 4 (Brown)

NEIGHBORHOOD SERVICES - DISCUSSION

66. Discussion and possible action to allocate \$500,000 in Redevelopment Set-Aside funds for the Homeownership For Educators Program providing mortgage buy down assistance for new teachers with the Clark County School District - All Wards

RESOLUTIONS - DISCUSSION

67. R-52-2005 - Discussion and possible action regarding a Resolution Amending Fee Schedule for LVMC Titles 18 and 19

BOARDS & COMMISSIONS - DISCUSSION

68. TRAFFIC & PARKING COMMISSION - Ted Carry, Term Expiration 5-27-2005

REAL ESTATE COMMITTEE - DISCUSSION

69. Discussion and possible action regarding an extension to the term of the Exclusive Negotiating Agreement between the City of Las Vegas, the Las Vegas Redevelopment Agency, and Alpha Omega Strategies, Inc., for certain properties located at and around 1501 North Decatur, APNs 138-25-503-006, 138-25-515-000, and 138-25-516-000 - Ward 1 (Tarkanian) [NOTE: This is a companion item to Redevelopment Agency Item 2]

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

70. 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
71. 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

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

72. 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
73. 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
74. 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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

75. 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

76. ABEYANCE ITEM - 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)
77. Public hearing on annexation report for the proposed annexation area located on the south side of Centennial Parkway, east of Puli Drive (ANX-5163) - 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 - CONSENT

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

78. EOT-6428 - APPLICANT: EXECUTIVE DEVELOPMENT - OWNER: DESERT SHADOWS APARTMENTS, LLC - Request for a Extension of Time of an approved Rezoning (ZON-1315) FROM: R-E (Residence Estates) TO: C-1 (Limited Commercial) on 0.13 acres adjacent to the south side of Charleston Boulevard, approximately 140 feet east of Jones Boulevard (APN 163-01-102-037), Ward 1 (Tarkanian). Staff recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

79. ROC-6400 - PUBLIC HEARING - APPLICANT/OWNER: THOMAS AND JUDITH MILLER - Request for a Review of Condition Numbers 5 and 6 of an approved Rezoning (ZON-3031) TO ELIMINATE THE REQUIREMENT TO DEDICATE THE WEST PORTION OF THE CUL-DE-SAC OF NEMETH ROAD for a proposed commercial development located adjacent to the southeast corner of Smoke Ranch Road and Nemeth Road (APN 138-23-110-043), U (Undeveloped) [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 6 (Mack). Staff recommends APPROVAL
80. ROC-6466 - PUBLIC HEARING - APPLICANT: WORLD MARKET CENTER - OWNER WMC III ASSOCIATES, LLC, ET AL - Request for a Review of Condition Number 6 of an approved Site Development Plan Review (SDR-4841) TO ALLOW REQUIRED LANDSCAPING TO BE INSTALLED IN PHASES WHERE AN OVERALL LANDSCAPING PLAN WAS REQUIRED for an approved 345,670 square-foot exhibit space on 30.2 acres a 495 South Grand Central Parkway (APNs 139-33-511-003 and 004 and 139-33-610-005 and 006), PD (Planned Development) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
81. ROC-6467 - PUBLIC HEARING - APPLICANT: WORLD MARKET CENTER - OWNER: WMC I ASSOCIATES, LLC, ET AL - Request for a Review of Condition Number 7 of an approved Site Development Plan Review [Z-0100-97(3)] TO CHANGE THE LOCATION OF THE REQUIRED TRAIL for an approved 1,000,000 square-foot commercial development on 36.11 acres at 495 South Grand Central Parkway (APNs 139-33-511-003 and 139-33-610-005 and 006), PD (Planned Development) Zone, Ward 5 (Weekly). Staff recommends APPROVAL
82. SDR-6188 - PUBLIC HEARING - APPLICANT/OWNER: SAUCY STRATEGIC PLANNING, LLC - Request for a Site Development Plan Review FOR A 38-STORY MIXED-USE DEVELOPMENT CONSISTING OF 278 RESIDENTIAL UNITS AND 9,300 SQUARE FEET OF COMMERCIAL SPACE WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN BUILDING STEP BACK AND STREETSCAPE REQUIREMENTS on 0.44 acres adjacent to the southeast corner of Charleston Boulevard and Casino Center Boulevard (APN 162-03-110-039 and 162-03-110-040), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
83. SDR-6197 - PUBLIC HEARING - APPLICANT/OWNER: VALLEY HEALTH SYSTEM, INC. - Request for a Site Development Plan Review FOR A 104,000 SQUARE-FOOT BUILDING ADDITION on 6.06 acres at 620 Shadow Lane (APN 139-33-303-024), PD (Planned Development) Zone [MD-1 (Medical Support) and MD-2 (Major Medical) Las Vegas Medical District Special Land Use Designation], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

84. SDR-6208 - PUBLIC HEARING - APPLICANT/OWNER: ALAN GETTINGER - Request for a Site Development Plan Review FOR A 1,500 SQUARE-FOOT OFFICE DEVELOPMENT on 0.22 acres adjacent to the southeast corner of Eastern Avenue and Houston Drive (APN 162-01-210-009 and 162-01-110-025), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommends APPROVAL
85. SDR-6217 - PUBLIC HEARING - APPLICANT/OWNER: CORNERSTONE COMPANY - Request for a Site Development Plan Review FOR A 40-STORY MIXED-USE DEVELOPMENT CONSISTING OF 89 RESIDENTIAL UNITS AND 3,257 SQUARE FEET OF COMMERCIAL SPACE, WITH WAIVERS OF THE DOWNTOWN CENTENNIAL PLAN BUILDING STEP BACK AND STREETScape REQUIREMENTS on 1.35 acres at 1211 South Third Street (APN 162-03-110-011), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
86. VAC-6184 - PUBLIC HEARING - APPLICANT: GRIGOR GEVORKIAN - OWNER: CHARLESTON PARK MANAGEMENT LLC - Petition to Vacate a portion of a 20-foot easement at 2909 West Charleston Boulevard, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
87. VAC-6196 - PUBLIC HEARING - APPLICANT/OWNER: KB HOME NEVADA INC. - Petition to Vacate U.S. Government Patent Easements generally located along the west side of Shaumber Road, between Farm Road and Severence Lane, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
88. VAC-6202 - PUBLIC HEARING - APPLICANT: PARDEE HOMES OF NEVADA - OWNER: PARDEE HOMES OF NEVADA AND CLIFFS EDGE LLC - Petition to Vacate U.S. Government Patent Easements generally located west of Egan Crest Way, south of Elkhorn Road, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
89. VAC-6203 - PUBLIC HEARING - APPLICANT: PARDEE HOMES OF NEVADA - OWNER: PARDEE HOMES OF NEVADA AND CLIFFS EDGE, LLC - Petition to Vacate portions of Grinnell Avenue, Alpine Ridge Way, Deer Springs way, Michelli Crest Way and Bath Drive; and U.S. Government Patent Easements generally located west of Egan Crest Way, north of Bath Drive, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
90. SDR-6201 - PUBLIC HEARING - APPLICANT: PARDEE HOMES OF NEVADA - OWNER: PARDEE HOMES OF NEVADA AND CLIFFS EDGE, LLC - Request for a Site Development Plan Review FOR A 211 LOT SINGLE-FAMILY SUBDIVISION DEVELOPMENT on 57.40 acres adjacent to the southwest corner of Egan Crest Way and Dorrell Lane (APN 126-24-610-001 and 002; 126-24-510-001; and 126-24-701-002 and 003), PD (Planned Development) Zone [L (Low Density Residential) Cliffs Edge Special Land Use Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
91. VAR-5878 - PUBLIC HEARING - APPLICANT: PARKWAY CENTER LLC - OWNER: CITY PARKWAY IV A INC. - Request for a Variance FROM THE 750-FOOT SEPARATION REQUIREMENT AND THE 10-FOOT FREEWAY RIGHT-OF-WAY SETBACK REQUIREMENT FOR AN OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 110 City Parkway (APN 139-27-410-008), PD (Planned Development) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
92. VAR-6355 - PUBLIC HEARING - APPLICANT: PARKWAY CENTER LLC - OWNER: CITY PARKWAY IV A, INC. - Request for a Variance TO ALLOW A 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN TO BE ATTACHED TO THE BUILDING WHERE SUCH IS NOT ALLOWED, AT A HEIGHT OF 85 FEET WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED, on 2.55 acres at 110 City Parkway (APN 139-27-410-008), P-D (Planned Development) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
93. SUP-5877 - PUBLIC HEARING - APPLICANT: PARKWAY CENTER LLC - OWNER: CITY PARKWAY IV A INC. - Request for a Special Use Permit FOR A PROPOSED 71-FOOT HIGH, 14-FOOT x 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 110 City Parkway (APN 139-27-410-008), PD (Planned Development) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

94. SDR-5876 - PUBLIC HEARING - APPLICANT: PARKWAY CENTER LLC - OWNER: CITY PARKWAY IV A INC. - Request for a Site Development Plan Review FOR A 15-STORY, 250,000 SQUARE FOOT OFFICE AND COMMERCIAL DEVELOPMENT AND WAIVERS FROM THE PARKWAY CENTER STREETScape REQUIREMENTS, BUILD-TO LINE, AND EXTERIOR MATERIALS REQUIREMENTS on 2.55 acres at 110 City Parkway (APN 139-27-410-008), PD (Planned Development) Zone, Ward 5 (Weekly). Staff recommends DENIAL. The Planning Commission (6-0-1 vote) recommends APPROVAL
95. VAR-5949 - PUBLIC HEARING - APPLICANT/OWNER: CARINA CORPORATION - Request for a Variance TO ALLOW 824 PARKING SPACES WHERE 1,065 IS THE MINIMUM REQUIRED IN CONJUNCTION WITH A PROPOSED MIXED-USE DEVELOPMENT on 41.02 acres adjacent to the southwest corner of Farm Road and Tule Springs Road (APN 125-17-702-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed-Use - Town Center) Land Use Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
96. WVR-6153 - PUBLIC HEARING - APPLICANT/OWNER: CARINA CORPORATION - Request for a Waiver of Title 18.12.100 TO ALLOW 24-FOOT PRIVATE STREET WIDTH AT INTERSECTIONS WHERE 37 FEET IS THE MINIMUM WIDTH REQUIRED on 41.02 acres adjacent to the southwest corner of Farm Road and Tule Springs Road (APN 125-17-702-002), T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
97. SDR-5948 - PUBLIC HEARING - APPLICANT/OWNER: CARINA CORPORATION - Request for Revisions to an approved Site Development Plan Review FOR A PROPOSED MIXED-USE DEVELOPMENT on 41.02 acres adjacent to the southwest corner of Farm Road and Tule Springs Road (APN 125-17-702-003), T-C (Town Center) Zone [SX-TC (Suburban Mixed-Use - Town Center) Special Land Use Designation], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
98. RQR-6148 - PUBLIC HEARING - APPLICANT: VIACOM OUTDOOR - OWNER: JACQUES AND MICHELLE ARCHIARDI - Required One Year Review of an approved one year review (RQR-1689) WHICH ALLOWED A 40-FOOT TALL, 12-FOOT X 24-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN adjacent to the west side of Rancho Drive, approximately 250 feet south of Alexander Road (APN: 138-02-803-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
99. RQR-5171 - RESCIND PREVIOUS ACTION - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Request by the City Council to Rescind the Previous Action of Denial of an Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3900 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff has no recommendation on the request to Rescind the Previous Action
100. RQR-5171 - RECONSIDER - PUBLIC HEARING - APPLICANT: LAMAR ADVERTISING - OWNER: Z J & R PROPERTIES, LLC - Appeal filed by the Applicant from the Denial by the Planning Commission of a Required Two Year Review of an Approved Special Use Permit (U-0043-94) WHICH ALLOWED A 55-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 3900 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-1 vote) and staff recommend DENIAL
101. RQR-6152 - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: O'ROURKE FAMILY, LP - Required Two Year Review of an approved two year review (RQR-1708) WHICH ALLOWED A 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN AT A HEIGHT OF 65 FEET, WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED AND TO ALLOW THE SIGN TO BE 730 FEET FROM ANOTHER OFF-PREMISE ADVERTISING (BILLBOARD) SIGN WHERE 750 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED at 1716 South Highland Avenue (APN 162-04-301-002), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

102. SUP-5761 - RESCIND PREVIOUS ACTION - PUBLIC HEARING - APPLICANT/OWNER: HIRMIS B. HARON - Request by the City Council to Rescind the Previous Action of Denial of a request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED WITHIN AN EXISTING GROCERY STORE AND A WAIVER OF THE 200-FOOT MINIMUM DISTANCE SEPARATION FROM A RESIDENTIAL USE at 2021 East Stewart Avenue (APN 139-35-611-086 and 087), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff has no recommendation on the request to Rescind the Previous Action
103. SUP-5761 - RECONSIDER - PUBLIC HEARING - APPLICANT/OWNER: HIRMIS B. HARON - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED WITHIN AN EXISTING GROCERY STORE AND A WAIVER OF THE 200-FOOT MINIMUM DISTANCE SEPARATION FROM A RESIDENTIAL USE at 2021 East Stewart Avenue (APN 139-35-611-086 and 087), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL
104. SUP-6160 - PUBLIC HEARING - APPLICANT: CHECK CITY - OWNER: PPLAND LIMITED PARTNERSHIP - Appeal filed by the Applicant from the Denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION SPECIFIED AND A WAIVER OF THE 200 FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE at the northwest corner of Durango Drive and El Capitan Way (APN 125-17-601-011), T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend DENIAL
105. SUP-6194 - PUBLIC HEARING - APPLICANT/OWNER: TERRIBLE HERBST OIL CO. - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION, BEER AND WINE) on 1.62 acres adjacent to the north side of Charleston Boulevard, approximately 660 feet west of Pavilion Center Drive (APN 137-35-812-006), P-C (Planned Community) Zone, Ward 2 (Wolfson). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
106. SUP-6198 - PUBLIC HEARING - APPLICANT/OWNER: KENAVO, LLC - Request for a Special Use Permit FOR A LIVE/WORK UNIT WITHIN AN EXISTING BUILDING at 815 and 817 South Main Street (APN 139-34-410-001), C-M (Commercial/Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommends APPROVAL
107. SDR-6200 - PUBLIC HEARING - APPLICANT/OWNER: KENAVO, LLC - Request for a Site Development Plan Review FOR A LIVE/WORK DEVELOPMENT WITHIN AN EXISTING BUILDING; CONSISTING OF ONE RESIDENTIAL UNIT AND 10,678 SQUARE FEET OF COMMERCIAL SPACE WITH A WAIVER OF THE DOWNTOWN CENTENNIAL PLAN STREETScape REQUIREMENTS at 815 and 817 South Main Street (APN 139-34-410-001), C-M (Commercial/Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL
108. SUP-6204 - PUBLIC HEARING - APPLICANT: MULVANNYG2 ARCHITECTURE - OWNER: SHADOW MOUNTAIN MARKETPLACE, LLC - Request for a Special Use Permit FOR A PROPOSED LIQUOR ESTABLISHMENT (OFF-PREMISE CONSUMPTION, PACKAGE LIQUOR) at 6555 North Decatur Boulevard (APN 125-24-802-001 through -004, 007, 010, and 011), C-1 (Limit Commercial) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL
109. SUP-6219 - PUBLIC HEARING - APPLICANT: JLM REALTY, INC - OWNER: TLC GAMING, INC - Request for a Special Use Permit FOR A PROPOSED MIXED USE DEVELOPMENT at 3190 West Sahara Avenue (APN 162-05-403-001 through 003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
110. SDR-6220 - PUBLIC HEARING - APPLICANT: JLM REALTY, INC - OWNER: TLC GAMING, INC - Request for a Site Development Plan Review FOR A SEVEN-STORY MIXED USE DEVELOPMENT CONSISTING OF 303 RESIDENTIAL UNITS AND 20,250 SQUARE FEET OF OFFICE SPACE AND A WAIVER FROM THE REQUIRED MINIMUM 15 FOOT SETBACK TO THE REAR PROPERTY LINE on 7.80 acres at 3190 West Sahara Avenue (APN 162-05-403-001 through 003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

111. ZON-6116 - PUBLIC HEARING - APPLICANT: POWER REALTY - OWNER: LEE ARNOLD AND R W Y LIMITED PARTNERSHIP - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD7 (RESIDENTIAL PLANNED DEVELOPMENT - 7 UNITS PER ACRE) on 9.91 acres adjacent to the northwest corner of Grand Teton Drive and Decatur Boulevard (APN 125-12-802-020), Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
112. WVR-6229 - PUBLIC HEARING - APPLICANT: POWER REALTY - OWNER: LEE ARNOLD AND R W Y LIMITED PARTNERSHIP - Request for a Waiver of Title 18.12.160 TO ALLOW 104 FEET BETWEEN INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED FOR A SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 9.91 acres adjacent to the northwest corner of Grand Teton Drive and Decatur Boulevard (APN 125-12-802-020), R-E (Residence Estates) Zone [PROPOSED: R-PD7 (Residential Planned Development - 7 units per acre) Zone], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL
113. SDR-6117 - PUBLIC HEARING - APPLICANT: POWER REALTY - OWNER: LEE ARNOLD AND R W Y LIMITED PARTNERSHIP - Request for a Site Development Plan Review FOR A PROPOSED 68 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 9.91 acres adjacent to the northwest corner of Grand Teton Drive and Decatur Boulevard (APN 125-12-802-020), R-E (Residence Estates) Zone [PROPOSED: R-PD7 (Residential Planned Development - 7 units per acre) Zone], Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL.
[NOTE: The application has been revised to 66 units]
114. GPA-6191 - PUBLIC HEARING - APPLICANT: B & B ASSET MANAGEMENT LLC - OWNER: RONALD J. RICHARDSON - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 3.29 acres adjacent to the northwest corner of Lamb Boulevard and Harris Street (APN 140-30-701-009 AND 140-30-701-010), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
115. ZON-6192 - PUBLIC HEARING - APPLICANT: B & B ASSET MANAGEMENT LLC - OWNER: RONALD J. RICHARDSON - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) AND R-MHP (RESIDENTIAL MOBILE/MANUFACTURED HOME PARK) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 3.29 acres adjacent to the northwest corner of Lamb Boulevard and Harris Street (APN 140-30-701-009 and 140-30-701-010), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
116. SDR-6193 - PUBLIC HEARING - APPLICANT: B & B ASSET MANAGEMENT LLC - OWNER: RONALD J. RICHARDSON - Request for a Site Development Plan Review FOR A 60-UNIT CONDOMINIUM PROJECT on 3.29 acres adjacent to the northwest corner of Lamb Boulevard and Harris Street (APN 140-30-701-009 and 140-30-701-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL
117. GPA-6199 - PUBLIC HEARING - APPLICANT: PECCOLE NEVADA CORP. - OWNER: WILLIAM PECCOLE AND WANDA PECCOLE 1991 TRUST - Request to amend a portion of the Southwest Sector Plan of the General Plan FROM: PF (PUBLIC FACILITIES) TO: SC (SERVICE COMMERCIAL) on 4.90 acres adjacent to the northeast corner of Alta Drive and Hualapai Way (APN 138-31-210-004 and 009), Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL
118. ZON-6222 - PUBLIC HEARING - APPLICANT: PECCOLE NEVADA CORP. - OWNER: WILLIAM PECCOLE AND WANDA PECCOLE 1991 TRUST - Request for a Rezoning FROM: C-V (CIVIC) TO: C-1 (LIMITED COMMERCIAL) on 4.90 acres adjacent to the northeast corner of Hualapai way and Alta Drive (APN 138-31-210-004 and 009), Ward 2 (Wolfson). The Planning Commission (7-0 vote) and staff recommend APPROVAL
119. GPA-6352 - PUBLIC HEARING - APPLICANT: ADVANCED ACCIDENT CHIROPRACTIC CARE - OWNER: I & K HOLDINGS, LLC - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) AND ML (MEDIUM LOW DENSITY RESIDENTIAL TO: O (OFFICE) on .32 acres at 2111 South Maryland Parkway and 1205 Exley Avenue (APN 162-02-410-071 and 072), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

120. ZON-6353 - PUBLIC HEARING - APPLICANT: ADVANCED ACCIDENT CHIROPRACTIC CARE - OWNER: I & K HOLDINGS, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) AND R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on .32 acres at 2111 South Maryland Parkway and 1205 Exley Avenue (APN 162-02-410-071 and 072), Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

SET DATE

121. 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 **12th** day of **May, 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 **18th 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

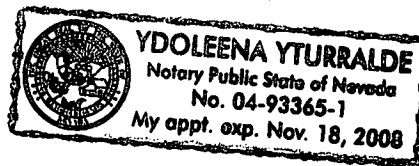
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

12 day of May, 2005

Ydoleena Yturralde
NOTARY PUBLIC in and for said County and State



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 **12th** day of **May, 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 **18th 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

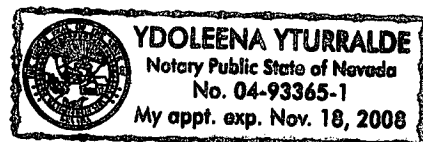
City Clerk

DEPARTMENT

Subscribed and sworn to before me this

12 day of May, 2005

Ydoleena Yturralde
NOTARY PUBLIC in and for said County and State



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

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

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

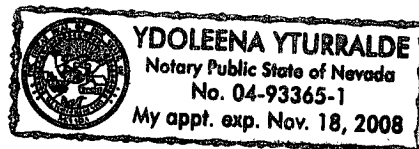
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

12 day of May, 2005

Ydoleena Yturralde
NOTARY PUBLIC in and for said County and State



CITY COUNCIL AGENDA
CITY COUNCIL MEETING OF: MAY 18, 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 to attend the ceremony honoring the Las Vegas Centennial in Washington, D.C. and from the afternoon session at 1:38 p.m.) and COUNCILMEMBERS REESE, BROWN (excused from the afternoon session until 1:10 p.m.), WEEKLY (excused from the afternoon session at 1:38 p.m.), MACK, WOLFSON, and TARKANIAN

Also Present: CITY MANAGER DOUG SELBY, DEPUTY CITY MANAGER STEVE HOUCHENS, 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

(9:05 - 9:06)

1-1

**- INVOCATION - REVEREND PAUL DANIEL, UNITARIAN UNIVERSALIST
CONGREGATION OF LAS VEGAS**

MINUTES:

MAYOR PRO TEM REESE gave the invocation.

(9:06- 9:08)

1-25

- PLEDGE OF ALLEGIANCE

MINUTES:

MAYOR PRO TEM REESE led the audience in the Pledge.

(9:08 - 9:09)

1-68

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE EMPLOYEE OF THE MONTH

BACKUP DOCUMENTATION:

Submitted at meeting: copy of face of Employee of the Month plaque for Daniel Allred

MOTION:

None required. A presentation was made.

MINUTES:

CHERINA KLEVEN, Assistant Fire Chief, and DAVID WASHINGTON, Chief of Las Vegas Fire and Rescue, joined MAYOR PRO TEM REESE in recognizing DAN ALLRED, Fire Battalion Chief, as May's Employee of the Month for creating a comprehensive drivers training class for all personnel. This training has decreased the cost of accidents by over \$100,0000 compared to the previous year.

CHIEF WASHINGTON felt pleased and honored that the Council was recognizing one of his staff members. CHIEF ALLRED is a tremendous leader, who demonstrated his potential at his oral board interview, in which CHIEF WASHINGTON took part.

CHIEF ALLRED expressed his appreciation to CHIEF KLEVEN for her nomination. He said it is a pleasure to serve the City and Las Vegas Fire and Rescue. He enjoys working with such wonderful co-workers, as well as the challenges his job brings.

(9:09 - 9:12)

1-97

CEREMONIAL BACKUP

RECOGNITION OF EMPLOYEE OF THE MONTH



Daniel Allred
May 2005

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



Don Bland
MAYOR

Wayne Kelly
CITY MANAGER

Elizabeth L. Johnson
DEPUTY CITY MANAGER

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF NATIONAL PUBLIC WORKS WEEK

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation proclaiming the week of May 15, 2005, as National Public Works Week & National Field Operations Week

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR PRO TEM REESE called forward RICHARD GOECKE, Director, Public Works Department, and LARRY HAUGSNESS, Director, Field Operations Department, to accept a Proclamation declaring the week of May 15, 2005, as National Public Works Week and National Field Operations Week in recognition of the contributions the approximate 800 Public Works and Field Operations employees make every day to the health, safety, comfort, and quality of life of the residents of the City of Las Vegas.

MR. GOECKE and MR. HAUGSNESS felt honored to be recognized. They expressed their appreciation to their staff.

(9:12 - 9:14)

1-191

CEREMONIAL BACKUP

RECOGNITION OF NATIONAL PUBLIC
WORKS WEEK

From the office of the Mayor **Proclamation**

Whereas; public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas; the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as the road and transportation network, flood control and drainage systems, parks and other public use facilities, sanitary sewer collection systems, wastewater treatment and stormwater management systems; and

Whereas; the health, safety and comfort of the Las Vegas community greatly depends on these facilities and services; and

Whereas; the quality and effectiveness of these facilities, as well as their planning, design, construction, operation, and maintenance, is vitally dependent upon the efforts and skill of public works officials; and

Whereas; many communities have one department to handle public works services, the City of Las Vegas has two; the Department of Public Works and the Department of Field Operations; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM THE WEEK OF MAY 15, 2005 AS:

National Public Works Week

**&
National Field Operations Week**

IN THE CITY OF LAS VEGAS AND I CALL UPON ALL CITIZENS AND CIVIC ORGANIZATIONS TO ACQUAINT THEMSELVES WITH THE ISSUES INVOLVED IN PROVIDING OUR PUBLIC WORKS AND TO RECOGNIZE THE CONTRIBUTIONS WHICH PUBLIC WORKS AND FIELD OPERATIONS OFFICIALS MAKE EVERY DAY TO OUR HEALTH, SAFETY, COMFORT AND QUALITY OF LIFE.

In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 18TH DAY OF MAY, 2005.

Oscar B. Goodman

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF CITY EMPLOYEE RANDY HADLAND FOR EARNING THE LAB ANALYST OF THE YEAR AWARD

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR PRO TEM REESE called forward DANIEL FISCHER, Laboratory Supervisor, and LESLIE LONG, Secretary, Nevada Water Environment Association, to recognize RANDY HADLAND, Aquatic Biologist, who was selected as the Nevada Water Environment Association's Laboratory Analyst of The Year by the Nevada Water Environment Association. MR. HADLAND collects and analyzes wastewater samples to make sure water quality is in compliance with various permits and process controls at the City's three wastewater treatment facilities. He is also responsible for the City's program to monitor Lake Mead, the source of the Valley's water supply.

MR. HADLAND earned his recognition because of projects that included use of new technical equipment to monitor the Lake's flows and currents. He also conducted a series of special water samplings of Lake Mead and Lake Mojave.

MS. LONG presented MR. HADLAND with the Lab Analyst of the Year Award. MR. HADLAND was honored about this recognition. He thanked MR. FISCHER, RICHARD GOECKE, Director, and DAVID MENDENHALL, Environmental Division Manager, of Public Works, for their support of his position and the Lake Mead Monitoring Program.

(9:14 - 9:16)

1-249

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF EMERGENCY MEDICAL SERVICES WEEK

BACKUP DOCUMENTATION:

1. Submitted at meeting: copy of Proclamation proclaiming the week of May 15-21, 2005, to be Emergency Medical Services Week
2. Submitted at meeting: copy of Proclamation proclaiming May 18, 2005, to be Michael Chailland Day

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR PRO TEM REESE invited MATT NETSKI, Director of both Administrative Services and Critical Care Transport for American Medical Response, to come forward and accept a proclamation, along with MICHAEL CHAILLAND, an emergency medical services registered nurse.

MAYOR PRO TEM REESE announced that emergency medical services are vital to the public. The members of EMS teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week. Quality emergency care dramatically improves the survival and recovery rates of those who experience sudden illness or injury. The EMS system consists of emergency physicians, nurses, and medical technicians, as well as paramedics, firefighters, educators, administrators, and others. In recognition of the efforts of EMS providers, MAYOR PRO TEM REESE proclaimed the week of May 16-22, 2005, as Emergency Medical Services Week in the City of Las Vegas. He presented the Proclamation to MR. NETSKI and encouraged the community to observe this week.

MAYOR PRO TEM REESE then presented MR. CHAILLAND with a Proclamation declaring May 18, 2005, to be Michael Chailland Day for receiving the Star of Life Award. He was nominated and selected for this national award for his outstanding service and ongoing commitment to improve the quality of life for his patients.

MR. NETSKI noted that the Star of Life Award has been presented for 20 years, but this is the first year it was presented to an EMS registered nurse. EMS registered nurses have served the Valley for over 30 years, not only educating the paramedics, but also serving as mentors. It is an honor to have a nurse selected this year. MR. CHAILLAND was humbled about the recognition.

(9:16 - 9:19)

1-326

CEREMONIAL BACKUP

RECOGNITION OF EMERGENCY
MEDICAL SERVICES WEEK

From the office of the Mayor **Proclamation**

Whereas; emergency medical services is a vital public service; and

Whereas; the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

Whereas; access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas; the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

Whereas; the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

Whereas; it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM THE WEEK OF MAY 15-21, 2005 TO BE:

Emergency Medical Services Week

IN THE CITY OF LAS VEGAS AND ENCOURAGE THE COMMUNITY TO OBSERVE THIS WEEK WITH APPROPRIATE PROGRAMS, CEREMONIES AND ACTIVITIES.

In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 18TH DAY OF MAY, 2005.

Oscar B. Goodman

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS



From the office of the Mayor **Proclamation**

Whereas; Michael Chailland is an emergency medical services registered nurse for American Medical Response; and

Whereas; the coveted Star of Life award is a national award given on an annual basis to medics, dispatchers, or other emergency medical services personnel who have been nominated and selected for service above and beyond the call of duty, years of service, on-duty heroism or are honored as employees of the year; and

Whereas; Michael Chailland, 37, was chosen as a recipient of the Star of Life Award for his outstanding service above and beyond the call of duty and for his ongoing commitment to improving the quality of life for his patients; and

Whereas; Michael Chailland, who works three to four days a week on 12-hour shifts, made a big impact recently for one little girl; and

Whereas; Michael Chailland bonds with his patients and also reassures and educates their family and friends; and

Whereas; Michael Chailland will visit Washington, D.C. in May where he and other Star of Life award recipients will be recognized by the American Ambulance Association; now

Therefore; I, THE MAYOR OF THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, HEREBY PROUDLY PROCLAIM MAY 18, 2005 TO BE:

Michael Chailland Day

IN THE CITY OF LAS VEGAS AND ASK ALL CITIZENS TO ACKNOWLEDGE MICHAEL CHAILLAND FOR HIS ACHIEVEMENTS.



In Witness Whereof:
BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 18TH DAY OF MAY, 2005.

Oscar B. Goodman

HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF HISTORIC PRESERVATION MONTH

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation proclaiming the month of May 2005 as National Historic Preservation Month

MOTION:

None required. A presentation was made.

MINUTES:

MAYOR PRO TEM REESE called forward BOB STOLDAL, Chairman of the Historic Preservation Commission, to accept a Proclamation declaring the month of May 2005 as National Historic Preservation Month, which is key to the City's Centennial Celebrations. It is important to celebrate the role of history and the contributions made by dedicated individuals in helping to preserve Las Vegas' heritage. "Restore America: Communities at a Crossroads" is the theme for National Historic Preservation Month 2005, co-sponsored by the City of Las Vegas, the Las Vegas Historic Preservation Commission, and the National Trust for Historic Preservation.

MR. STOLDAL thanked the Council and STACY ALLSBROOK for the wonderful Centennial Celebration that was held during the week. He noted that at that very moment historic preservation was in progress with the raising of one of the railroad cottages built in 1910 in preparation for its relocation to the Las Vegas Springs Preserve. The exciting redevelopment of the downtown area is bringing a lot of historic challenges. The Historic Preservation Commission, in conjunction with the City of Las Vegas and other private groups, found the funds to move an entire neighborhood of railroad cottages, thus preserving history and making it tangible. Additionally, MR. STOLDAL thanked COUNCILMAN MACK for naming a park after POLLY GONZALES. This meant a lot to the community and Channel 8.

(9:19 - 9:22)

1-425

CEREMONIAL BACKUP

RECOGNITION OF HISTORIC
PRESERVATION MONTH

PROCLAMATION

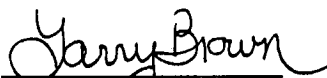
- WHEREAS, Historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability, and
- WHEREAS, Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds, and
- WHEREAS, It is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people, and
- WHEREAS, "*Restore America: Communities at a Crossroads*" is the theme for National Historic Preservation Month 2005, cosponsored by the city of Las Vegas, the Las Vegas Historic Preservation Commission, and the National Trust for Historic Preservation, and
- WHEREAS, The city of Las Vegas is celebrating it's 100th birthday this year, and Historic Preservation Month is an important event contributing to our Centennial Celebrations, now
- THEREFORE, We, the Las Vegas City Council, do hereby proclaim the month of May 2005, as

NATIONAL HISTORIC PRESERVATION MONTH

and urge all citizens to join us in recognizing and participating in this special observance.


Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Lawrence Weekly


Councilman Michael Mack


Councilman Steve Wolfson


Councilwoman Lois Tarkanian



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF THE CLARK HIGH SCHOOL SCIENCE BOWL AND VARSITY QUIZ TEAMS

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation recognizing The Clark High School Science Bowl Team and copy of Proclamation recognizing The Academy for Mathematics, Science, and Applied Technology Varsity Quiz Team

MOTION:

None required. A presentation was made.

MINUTES:

COUNCILWOMAN TARKANIAN recognized the Clark High School Science Bowl winners and asked them to come up to the podium. She stated the Nevada Science Bowl is a highly visible academic competition among teams of high school students who compete in a verbal forum to solve technical problems and answer questions in all branches of science and math. Clark High School won the 14th annual Department of Energy Regional High School Science Bowl this year. She congratulated FAUN GINAC, Captain, SONJA SWANSON, ANGELA CHENG, DREA BALLARD, and GREG KRAUS. She gave special thanks to Team Advisors BETH ISAACS and CASSIE THOMPSON.

In addition, COUNCILWOMAN TARKANIAN recognized the following Clark High School Varsity Quiz winners, who also came forward: SONJA SWANSON, Captain, GREG KRAUS, GEOFFRY DAVIS, JOHN EALY, JOSH DEVLIN, TAYLOR KNUTH, ANGELA CHENG, BENJAMIN DEL ROSARIO, JORGE BLANCO, JAMES DAVIS, and BETH ISAACS, Team Advisor. They took first place and have won for three consecutive years. This group of students won the award from The Academy for Mathematics, Science, and Applied Technology. The questions which they answered were in Physics, Biology, English Literature, Astronomy, and English and all exceeded the standards in curriculum of the Clark County School District. She noted that Clark High School has produced more merit scholarships in the last eight years than any school in the State of Nevada. TAYLOR KNUTH, Varsity Quiz Team member, said he has enjoyed his involvement for the past three years.

(9:22 - 9:25)

1-512

CEREMONIAL BACKUP

RECOGNITION OF CLARK HIGH
SCHOOL SCIENCE BOWL AND
VARSITY QUIZ TEAMS

PROCLAMATION

WHEREAS; The Academy for Mathematics, Science, and Applied Technology Varsity Quiz team took 1st place in this year's 2004 – 2005 competition. The competition was sponsored by the local Kiwanis Organization and the team won \$2,000 in scholarship money that will be distributed to the seniors on the team; and

WHEREAS; all of the questions exceeded the standards and curriculum of the Clark County School District. The team answered questions in physics, biology, English literature, astronomy and history.

WHEREAS; special congratulations should be extended to the following team members: Captain Sonja Swanson, Greg Kraus, Geoffry Davis, John Ealy, Josh Devlin, Taylor Knuth, Angela Cheng, Benjamin Del Rosario, Jorge Blanco and James Davis, and to team advisor Beth Isaacs.

THEREFORE: we, the Mayor and City Council of the City of Las Vegas, do hereby recognize

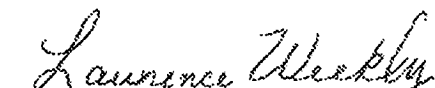
THE ACADEMY FOR MATHEMATICS, SCIENCE, AND APPLIED TECHNOLOGY VARSITY QUIZ TEAM

and congratulate them on winning this prestigious competition. This accomplishment demonstrates that there are young people in Las Vegas who embrace the benefits of education and continue to strive for excellence.


Mayor Oscar B. Goodman

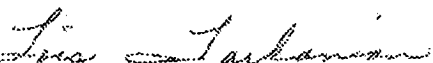

Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Lawrence Weekly


Councilman Michael Mack


Councilman Steve Wolfson


Councilwoman Lois Tarkanian

PROCLAMATION

- WHEREAS; The Nevada Science Bowl is a highly visible academic competition among teams of high school students who compete in a verbal forum to solve technical problems and answer questions in all branches of science and math; and
- WHEREAS; students from 32 high schools in Nevada, Utah and Arizona showed how well versed they were in science at the U. S. Department of Energy's Science Bowl held at the University of Nevada, Las Vegas on Friday, February 11th and Saturday, February 12th; and
- WHEREAS; Clark High School won the 14th annual Department of Energy Regional High School Science Bowl winning \$5,000 for the school's biology and physics departments, as well as an all-expense paid trip to the National Competition in Chevy Chase, Maryland; and
- WHEREAS; congratulations go to the following members of Clark High School's team: Captain Faun Ginac, Sonja Swanson, Angela Cheng, Drea Ballard, Greg Kraus, all seniors, and advisors Beth Isaacs and Cassie Thompson.
- THEREFORE: we, the Mayor and City Council of the City of Las Vegas, hereby recognize:

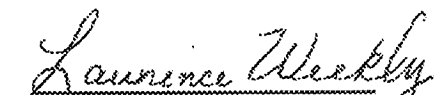
THE CLARK HIGH SCHOOL SCIENCE BOWL TEAM

and congratulate them on winning this prestigious award three years in a row. This accomplishment demonstrates that there are young people in Las Vegas who embrace the benefits of education and continue to strive for excellence.


Mayor Oscar B. Goodman


Mayor Pro Tem Gary Reese


Councilman Larry Brown


Councilman Lawrence Weekly

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF STUDENTS FROM RUTHE DESKIN ELEMENTARY SCHOOL FOR EARNING THE AMERICAN PRIDE AWARD

MINUTES:

COUNCILMAN BROWN recognized the following students for earning The American Pride Award, for which they had to memorize all 50 states and capitals, presidents, preamble to the constitution, Gettysburg Address, and the Star Spangled Banner: SHANNON BROWN, SHELBY DEVLIN, KELLI HANS, ADAM HERRELL, JORDAN JOHNSON, MICHAEL ASHBY JOHNSON, ALEXIS KELLER, CASEY LEE, BENNETT LOVAAS, DALTON MACK, MARCO MENDEZ, KRISTEN MEZGER, PEARCE NITTA, KELCI PHELPS, KYLE ROGERS, MALLORIE L. STRATTON, KYLE THACKER, ANDREW THOMAS, JESSIE TIBERI, DALLAS UONITES, and TRAVIS WALKER. The students recited the Star Spangled Banner.

COUNCILMAN BROWN thanked the parents for supporting their children. He gave special thanks to teacher JEANNIE JOHNSON for her involvement with the children. She has been a big influence on the kids.

(9:29 - 9:36)

1-740

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: COMMUNICATIONS

DIRECTOR: DAVID RIGGLEMAN

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

RECOGNITION OF CUBAN AMERICANS

BACKUP DOCUMENTATION:

Submitted at meeting: copy of Proclamation proclaiming the month of May 2005 to be Cuban American Month

MOTION:

None required. A presentation was made.

MINUTES:

ROGELIO JODRAS, Vice President of United Cuban Americans of Nevada, RECAREDO GUTIERREZ, MAGGIE RUIZ, ROGELIO DARIAS, BEATRICE GUTIERREZ, and ROLANDO LARRAZ joined MAYOR PRO TEM REESE for this presentation.

MAYOR PRO TEM REESE announced that on May 20, 1902, Cuba gained its independence from Spain, which led many Cubans to immigrate to the United States and other countries. More than 23,000 Cuban Americans currently call Las Vegas home, and they have contributed to the gaming community, entertainment, business, and professional fields.

To help the United Cuban Americans of Nevada organization in the effort of bringing more light to the contributions of Cuban Americans in this community, MAYOR PRO TEM REESE presented MR. GUTIERREZ with a Proclamation declaring May 20 as Cuban American day. MR. GUTIERREZ, MS. RUIZ, and MR. LARRAZ expressed their appreciation for this recognition and said they hope that Cuba will one day be as free as the United States..

(9:36 - 9:41)

1-1011

CEREMONIAL BACKUP

RECOGNITION OF CUBAN
AMERICANS

From the office of the Mayor **Proclamation**

Whereas; on May 20, 1902, Cuba gained its independence from Spain; and

Whereas; 23,000 Cuban Americans call Las Vegas home; and

Whereas; these Cuban Americans have contributed to the gaming community, entertainment, business and professional fields; and

Whereas; the United Cuban Americans of Nevada hope to bring more light to the contributions of Cuban Americans in our community; now

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

Cuban American Month

IN THE CITY OF LAS VEGAS AND ASK ALL RESIDENTS TO ACKNOWLEDGE THE CONTRIBUTION CUBAN AMERICANS HAVE MADE TO OUR COMMUNITY.

In Witness Whereof:
**BY THE POWERS GRANTED TO ME,
I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE
CITY OF LAS VEGAS TO BE AFFIXED
THIS 18TH DAY OF MAY, 2005.**

Oscar B. Goodman

**HONORABLE OSCAR B. GOODMAN
MAYOR, CITY OF LAS VEGAS**



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

CEREMONIAL

ADDITIONAL ANNOUNCEMENTS AND RECOGNITIONS

MOTIONS:

None required. A presentation was made.

MINUTES:

RECOGNITION OF THE CLARK HIGH SCHOOL FOOTBALL AND BASEBALL TEAMS

COUNCILWOMAN TARKANIAN recognized the Clark High School baseball and football players for participating in the Centennial Clean-up at Meadows Village/Gateway District on Saturday, April 16, 2005. The baseball and football players stood in the audience as she called their name: JOHN BECERRA, SHAYNE BOWES, ARTURO CORTES, GEOFF GAMA, BRIAN LEBRON CHRIS PEREZ, JUSTIN SPURRIER, RANDY THOMAS, and RICO TORRES and MIKE BRAVO, TYSON CARTER, CHRIS CORTES, CODY DUGUAY, LAWRENCE KIMBROUGH, PAUL LEBEL, CHRIS LUSCOMBE, BRANDON OVIEGDO, PERCY PARKER, JOSH PUPPE, THISOO SAMARASEKERA, AARON TAKAUCHI, MARCO TRUINO, and LANDON WILLIAMS. The players were accompanied by Coaches JASON KLINGER and JEREMY EDWARDS, who came forward to accept the Certificates of Recognition. RON SMITH, Clark High School, also came forward.

COUNCILWOMAN TARKANIAN proudly emphasized that these young men worked very hard in very warm weather.

MR. SMITH expressed his appreciation for recognizing the achievements of Clark High School students. He felt that Clark students are the greatest young men and women on the face of this earth. Based upon what he sees, he feels that the future is in good hands.

(9:25 - 9:29)

1-635

RECOGNITION OF ROSE WARREN ELEMENTARY SCHOOL

MAYOR PRO TEM REESE recognized students from Rose Warren Elementary School who were observing the proceedings. They were accompanied by their teachers. COUNCILWOMAN TARKANIAN noted that LISA MAKI, Literacy Specialist, and DONNA JACKSON, Student Council Advisor, were also present.

(9:36)

1-1000

RECOGNITION OF PARTICIPANTS IN THE CENTENNIAL CELEBRATION

MAYOR PRO TEM REESE thanked all the volunteers, organizations, and residents who helped make the recent Centennial Celebration an overwhelming success. He gave special thanks to STACY ALLSBROOK and her Centennial team for throwing the world's biggest birthday party. It was a

City of Las Vegas

CITY COUNCIL MEETING OF: MAY 18, 2005

MINUTES - continued:

phenomenal event that brought thousands of residents together to celebrate Las Vegas' birthday, without any mishaps.

(9:41 - 9:43)

1-1189

RECESS: 9:43 - 9:46

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 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:

BROWN - Motion to bring forward and STRIKE Items 17, 52, 53, 54, and 57 and Hold in ABEYANCE Item 58 to 6/15/2005 - UNANIMOUS with GOODMAN excused

MINUTES:

COUNCILMAN BROWN announced that Item 66 would be trailed to the afternoon session at 1:00 p.m. MAYOR PRO TEM REESE indicated Item 47 would be trailed to 1:00 p.m. and be heard before Item 66.

(9:46 - 9:48)

1-1245

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS

☐ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

BUSINESS ITEMS:

Approval of Final Minutes by reference of the Regular City Council Meeting of March 2, 2005 and March 16, 2005

PURPOSE/BACKGROUND:

RECOMMENDATION:

BACKUP DOCUMENTATION:

None

MOTIONS:

BROWN - APPROVED by Reference - UNANIMOUS with GOODMAN excused and TARKANIAN not voting

MINUTES:

There was no discussion.

(9:48)

1-1336

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

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

Fiscal Impact:

☐ No Impact	Amount:	\$45,767,211.14
☒ 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 04/16/05-04/30/05

Total Services and Materials Checks: \$16,473,137.55

Total Services and Materials EFT Payments: \$448,431.24

Total Wire Transfers: \$23,534,579.43

Total Payroll Checks: \$5,311,062.82

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

NOTE: COUNCILMAN MACK disclosed that the property involved in Item 46 is located near property owned by his brother STEVEN MACK, who has not mentioned this item to him, nor did COUNCILMAN MACK believe that his brother's interest would be affected. Therefore, COUNCILMAN MACK indicated he would be voting.

MINUTES:

COUNCILMAN WOLFSON reported that the Real Estate Committee met to review the Real Estate items on the Consent Agenda and joined with the recommendation of staff that each item, with the exception of Item 42, be approved by the City Council.

COUNCILMAN WOLFSON requested Item 42 be pulled for discussion. COUNCILMAN WEEKLY requested Item 5 also be pulled for discussion.

CITY COUNCIL MEETING OF: MAY 18, 2005

MINUTES - Continued:

(9:48 - 9:50)

1-1351

City of Las Vegas

Summary of Cash Expenditures

For period of 4/16/05-4/30/05

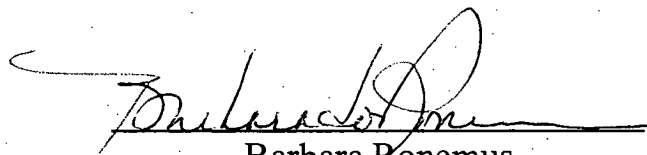
Total Services & Materials Checks :	\$16,473,137.55
Total Services & Materials EFT Payments :	\$448,431.24
Total Wire Transfers:	\$23,534,579.53
Total Payroll Checks:	\$5,311,062.82

Grand Total:	\$45,767,211.14
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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.

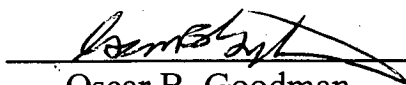


Mark R Vincent
Director of Finance



Barbara Ronemus
City Clerk

On MAY 18, 2005, the City Council approved the above cash expenditures.



Oscar B. Goodman
Mayor

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of the City of Las Vegas Investment Policy - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The Investment Policy documents the scope, goals and objectives for the City's investment strategy. The basic investment goal of the City of Las Vegas is to maintain adequate cash availability to meet current obligations and invest excess monies at the maximum yield allowed, while assuring the principal is protected from loss. Monies that are not required for immediate expenditures are invested within the guidelines of Nevada Revised Statute 355.

RECOMMENDATION:

Staff recommends approval of the City of Las Vegas Investment Policy.

BACKUP DOCUMENTATION:

City of Las Vegas Investment Policy

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

CITY OF LAS VEGAS INVESTMENT POLICY



EFFECTIVE
JULY 1, 2005

CITY OF LAS VEGAS INVESTMENT POLICY

I. POLICY

The investment goal of the City of Las Vegas is to maintain adequate cash availability to meet current obligations and invest excess monies at the maximum yield allowed, while assuring that the principal is protected from loss. Monies that are not required for immediate expenditures are invested within the guidelines of Nevada Revised Statute (NRS) 355, and this policy. Investments are made using a wide range of instruments and maturities to insure diversification of the City's portfolio and to provide liquidity.

II. SCOPE OF INVESTMENT POLICY

This investment policy applies to all financial assets of the City. These assets are accounted for in the City of Las Vegas' Comprehensive Annual Financial Report. The City invests for all governmental, proprietary, and fiduciary fund types; which include:

1. General Fund
2. Special Revenue Funds
3. Debt Service
4. Capital Project Funds
5. Enterprise Funds
6. Internal Service Funds
7. Permanent and Agency Funds

This investment policy also applies to any assets held for or on behalf of any Agency, Commission, or other political entity for which the City of Las Vegas had been given fiduciary responsibility.

Investments of any tax exempt borrowed proceeds and of any debt service reserve funds will comply with the Internal Revenue Service's arbitrage rebate requirements.

Following is a list of funds excluded from this policy:

1. Retirement/Pension Funds

III. PRUDENCE

Investments shall be made with judgment and care--under circumstances then prevailing--which persons of prudence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written

CITY OF LAS VEGAS INVESTMENT POLICY

procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

IV. **OBJECTIVES**

The City's available funds are to be invested, in accordance with all applicable state statutes and this investment policy, in short-term and intermediate-term fixed income instruments. The primary objectives of such investments shall be, in order of importance:

1 - Safety: Safety of principal is the foremost objective of the City's investment program. Investment decisions shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

2 - Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be responsibly anticipated.

3 - Return on Investment: The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, cash flow characteristics of the portfolio, and IRS arbitrage rebate requirements.

V. **DELEGATION OF AUTHORITY**

1. The City of Las Vegas Chief Investment Official is the City Treasurer. The Treasurer's responsibilities include the authority to open accounts with banks, brokers, and dealers, to arrange for the custody of securities, and to execute such documents as may be necessary to carry out this responsibility. The Treasurer may delegate investment responsibilities to treasury staff members.
2. The City Treasurer and staff shall perform the following:
 - A. Furnish timely instructions to the safekeeping banks concerning settlement of investment transactions,
 - B. Verify the accuracy of completed transactions, and
 - C. Employ internal controls designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees and officers of the City of Las Vegas.
3. The City Treasurer has established written procedures for the operation of the investment program consistent with this investment policy. Procedures are established to include safekeeping, master repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures include explicit delegation of authority to persons responsible for investment

CITY OF LAS VEGAS INVESTMENT POLICY

transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established.

VI. ETHICS AND CONFLICTS OF INTEREST

Officers and treasury staff members involved in the investment process shall refrain from personal business activity that could conflict with proper execution of investing City funds or which could impair their ability to make impartial investment decisions. Staff members shall disclose to the City Treasurer any material financial interests in financial institutions which conduct business with the City, and shall further disclose any large personal financial or investment transactions which could be related to the performance of the City's portfolio.

VII. AUTHORIZED FINANCIAL INSTITUTIONS AND BROKER/DEALERS

The Treasurer's Office shall be responsible for analyzing and evaluating the credit worthiness, capability, and reputation of all banks, brokers/dealers and external investment managers with which the City conducts investments transactions and the Treasurer shall maintain a list of such approved firms. Brokers/dealers may include "Primary Dealers" or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). The Treasurer's Office shall conduct reviews periodically to identify those firms, which offer access to markets, analysis, and interpretations needed to effectively manage the portfolio. All approved firms are expected to be familiar with the precautions appropriate to public sector investments while also being expected to familiarize themselves with the City's investment objectives, policies, and constraints. An annual review will be conducted on all approved institutions. Additions or deletions to the list will be made at the Treasurer's discretion.

Such analysis and evaluation includes the following:

1. A review of the annual financial statements of each prospective bank, broker/dealer or external investment manager.
2. A review of the credit rating, ranking, or standing of each prospective bank, broker/dealer or external investment manager as published by a nationally recognized authority.
3. The securing of references of other entities, agencies, and/or organizations that have an ongoing business relationship with each prospective bank, broker/dealer or external investment manager.
4. The responsiveness of each qualified institution in bidding on investments.

CITY OF LAS VEGAS INVESTMENT POLICY

VIII. AUTHORIZED AND SUITABLE INVESTMENTS

City investment officials, in accordance with the provisions of NRS 350.659, 355.170, 355.171 and this policy, may invest in the following for and on behalf of the City of Las Vegas:

1. **U.S. Treasuries** - Bills, notes, bonds, and debentures of the United States Treasury, the maturity date of which is not more than 5 years from the date of purchase.
2. **U.S. Agencies** - Obligations of an agency or instrumentality of the United States of America or a corporation sponsored by the government, the maturity date of which is not more than 5 years from the date of purchase. The exclusive U.S. Agencies that can be utilized are as follows:
 - A. Federal Farm Credit Bank (FFCB)
 - B. Federal Home Loan Bank (FHLB)
 - C. Federal Home Loan Mortgage Corporation (FHLMC)
 - D. Federal National Mortgage Association (FNMA)
 - E. Federal Agricultural Mortgage Corporation (FAMC)
 - F. Government National Mortgage Association (GNMA)
3. **Negotiable Certificates of Deposits** - Negotiable Certificates of Deposits issued by commercial banks, insured credit unions or savings and loan associations. Is rated by a nationally recognized rating service as "A-1," "P-1" or its equivalent, or better. If the rating of an obligation is reduced to a level that does not meet the requirements of this paragraph, it must be sold as soon as financially feasible.

Non-Negotiable Certificates of Deposit - issued by insured commercial banks, insured credit unions or insured savings and loan associations. Total amount of CDs cannot exceed \$100,000 per institution.
4. **Bankers' Acceptances** - Bankers' acceptances of the kind and maturities made eligible by law for rediscount with Federal Reserve Banks, and generally accepted by banks or trust companies which are members of the Federal Reserve System. Bankers' acceptances must meet the following guidelines:
 - A. The term may not exceed 180 days' maturity.
 - B. Purchases of bankers' acceptances may not exceed 20 percent of the money available to a local government for investment as determined on the date of purchase.

CITY OF LAS VEGAS INVESTMENT POLICY

5. **Commercial paper** - Commercial paper issued by a corporation organized and operating in the United States or by a depository institution licensed by the United States or any state and operating in the United States that:
- A. Is purchased from a registered broker-dealer;
 - B. At the time of purchase has a remaining term to maturity of no more than 270 days; and
 - C. Is rated by a nationally recognized rating service as "A-1," "P-1" or its equivalent, or better, except that investments pursuant to this paragraph may not, in aggregate value, exceed 20 percent of the total portfolio as determined on the date of purchase, and if the rating of an obligation is reduced to a level that does not meet the requirements of this paragraph, it must be sold as soon as financially feasible.
 - D. Commercial paper held from one specific issuer cannot exceed 10 percent of the total portfolio.
6. **Repurchase Agreements** - Repos are proper and lawful investments of money of the City of Las Vegas using any of the securities listed in this section, as long as such security is negotiable, has a viable trading market, and can be easily market-to-market weekly by the City's trust banks. All repo's must meet the following guidelines:
- A. The collateral must exceed 102 percent of the repo.
 - B. The term of the repo cannot exceed 90 days.
 - C. The securities that collateralize the repo must have a stated final maturity of less than ten years.
 - D. The collateral for the repo should have a coupon greater than the repo.
 - E. The aggregate total of repos should not exceed 20 percent of the total portfolio.

The repo counterparty must be either a U.S. bank pursuant to federal or state law with a solid financial record, no long-term weaknesses and a sound credit rating, or a current "Primary Dealer" in U.S. Government securities as designated by the Federal Reserve Bank of New York in full compliance with all applicable capital requirements.

The Treasurer shall designate in advance, and shall maintain a list of, firms which are approved as counterparties, following a review as prescribed in Sec. VII, for entering into repurchase agreements with the City. Such counterparties shall execute the City's Master Repurchase Agreement (PSA) prior to being included on the list of approved repo counterparties. The City may enter into repo's only with firms which have been included on the list of Approved Repurchase Agreement Counterparties. Additionally, approved counterparties must regularly provide audited financial statements.

The City's custodian banks, holding accounts in which repo's are transacted, must enter into a written contract which requires the custodian to (1) disburse cash only upon receipt of the underlying securities, (2) notify the City when the securities that collateralize the repo are not maintaining the required 102 percent margin, (3) hold the

CITY OF LAS VEGAS INVESTMENT POLICY

securities separate from the assets of the custodian, and (4) report periodically the market value of the securities.

7. **Investment Pools/Mutual Funds** - The City may invest in the following investment pools or money market funds:

- A. **State of Nevada Local Government Pooled Investment Fund**
- B. **State of Nevada Local Government Pooled Long-Term Investment Fund**
- C. **Money market mutual funds** - Funds which:

- 1. Are registered with the Security and Exchange Commission;
- 2. Are rated "AAA" or its equivalent by a nationally recognized rating service; and
- 3. Invest only in
 - a. Securities issued by the Federal Government or agencies of the Federal Government;
 - b. Master notes, bank notes or other short-term commercial paper rated by a nationally recognized rating service as "A-1," "P-1" or its equivalent, or better, issued by a corporation organized and operating in the United States or by a depository institution licensed by the United States or any state and operating in the United States; or
 - c. Repurchase agreements that are fully collateralized by the obligations described in sub-subparagraphs (a) and (b).

A thorough investigation of the investment pools or mutual funds is required prior to investing and on a continual basis to determine suitability.

8. **Corporates** - Notes, bonds and other unconditional obligations for the payment of money issued by corporations organized and operating in the United States that:
- A. Are purchased from a registered broker-dealer;
 - B. At the time of purchase has a remaining term to maturity of no more than 5 years; and
 - C. Are rated by a nationally recognized rating service as "A", its equivalent, or better, except that investments pursuant to this paragraph may not, in aggregate value, exceed 20 percent of the total portfolio as determined on the date of purchase, and if the rating of an obligation is reduced to a level that does not meet the requirements of this paragraph, it must be sold as soon as financially feasible.
 - D. Bonds, notes and other unconditional obligations held from one specific corporation cannot exceed 25 percent of corporate investments.

CITY OF LAS VEGAS INVESTMENT POLICY

9. Asset-Backed Securities (ABS)

- A. Are rated by a nationally recognized rating service as "AAA" or its equivalent.
- B. Aggregate par value may not exceed 20 percent of total par value of the portfolio.
- C. If the rating of an ABS is reduced below the ratings requirements, it must be sold as soon as possible.

10. Collateralized Mortgage Obligations (CMOs)

- A. Are rated by a nationally recognized rating service as "AAA" or its equivalent.
- B. Aggregate par value may not exceed 20 percent of total par value of the portfolio.
- C. If the rating of a CMO is reduced below the ratings requirements, it must be sold as soon as possible.

11. Collateralized Investment Contracts (Contracts): Collateralized Investment Contracts must be fully collateralized, at all times, with securities issued by the Federal Government or agencies of the Federal Government. Contracts may be utilized on bond proceeds for which the amount of the principal of the original issuance was \$10,000,000 or more. The Contract must comply with the following specifications:

- A. The collateral has a market value of at least 102 percent of the amount invested and any accrued unpaid interest thereon;
- B. The City receives a security interest in the collateral that is fully perfected and the collateral is held in custody for the City or its trustee by a third-party agent of the City, which is a commercial bank authorized to exercise trust powers.
- C. The market value of the collateral is determined not less frequently than weekly and, if the ratio required by subsection A is not met, sufficient additional collateral is deposited with the agent of the City to meet that ratio within 2 business days after the determination; and
- D. The party with whom the investment contract is executed is a commercial bank, or that party or a guarantor of the performance of that party is:
 - 1. An insurance company which has a rating on its ability to pay claims of not less than "Aa2" by Moody's Investors Service Inc. Or "AA" by Standard and Poor's Ratings Services, or their equivalent; or
 - 2. An entity which has a credit rating on its outstanding long-term debt of not less than "A2" by Moody's Investors Service, Inc. or "A" by Standard and Poor's Ratings Services, or their equivalent.

12. Reverse repurchase agreements are not permitted.

13. Investment in the City's own securities or interim warrants is prohibited.

CITY OF LAS VEGAS INVESTMENT POLICY

IX. SECURITIES LENDING

In accordance with the State of Nevada's NRS 355.178, the City Treasurer may lend securities from the portfolio if:

- A. The City receives collateral from the borrower in the form of cash or marketable securities that are authorized pursuant to NRS 355.170 (authorized investments 1 through 7 of this policy).
- B. The collateral received from the borrower is at least a market value of 102 percent of the securities loaned.
- C. Reinvestment of the collateral received for securities loaned may not be mismatched by more than 3 business days.
- D. The securities lending agent must provide normal settlement liquidity (next day) for all securities loaned.
- E. The securities lending agent must provide monthly accounting, performance, compliance and management reports that will be submitted to the City Treasurer and City Manager.
- F. The total of investments with collateral received must have an average weighted maturity of not more than 90 days.
- G. A third party custodian shall be utilized on the loaded securities for all transactions.
- H. The Bond Market Association's Master Securities Loan Agreement must be executed by all parties involved before any transactions are initiated.

X. COLLATERALIZATION

The City of Las Vegas requires all money deposited with a bank, savings and loan, savings bank or credit union including checking accounts, savings account, NOW accounts, non-negotiable certificates of deposit, time deposits or similar type accounts provided by the financial institution in excess of the amount of federal insurance to be fully collateralized.

XI. SAFEKEEPING AND CUSTODY

Delivery versus Payment

Securities purchased by the City of Las Vegas shall be delivered against payment and held in a custodial safekeeping account with the trust department of a bank insured by the Federal Deposit Insurance Corporation designated by the Treasurer for this purpose. Such bank, if not located in New York City, may employ the securities clearance/custodian account services of a New York City correspondent bank to effect deliveries in New York. Such bank effecting New York City clearances must have primary capital (as defined by federal regulatory authorities) of at least \$1 billion.

XII. MAXIMUM MATURITY AND DIVERSIFICATION

CITY OF LAS VEGAS INVESTMENT POLICY

The maximum stated final maturity of any instrument in the City's portfolio may not exceed 5 years from the date of acquisition by the City. The Treasurer will attempt to match investments with anticipated cash flow requirements. Appropriate liquidity will be maintained at all times.

To reduce the overall portfolio risks, the City will diversify its investments by security type and institution. With the exception of U.S. Treasuries and government agency securities, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

The average weighted maturity of the Pooled Investment portfolio will not exceed 2.5 years.

XIII. INTERNAL CONTROL

The City Treasurer has established a system of internal controls over investments. The internal controls have been reviewed by the City's internal audit division and by the independent auditors. The controls are designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by staff and City officials. Additionally, the Treasurer has established an annual independent review by an external auditor. This review will provide internal control by assuring that policies and procedures are being complied with.

XIV. PERFORMANCE STANDARDS

The City Treasurer shall continue to employ a strategy for the City's portfolio to obtain a market average rate of return, taking into account investment risk constraints, cash flow needs, bond indenture restrictions, and Internal Revenue Service arbitrage rebate considerations.

The City's investment strategy is moderately active. Given this strategy, the City Treasurer will benchmark the component portfolios, which make up the Pooled Investment portfolio to fixed income indices to determine whether market returns are being achieved.

XV. NOTICE TO FINANCIAL INSTITUTIONS AND BROKER DEALERS

The City Treasurer shall make available the current edition of the investment policy to all institutions, which are approved to handle City investments. **When changes to the policy are made, the financial institution, broker/dealer or investment manager shall confirm in writing that the policy has been received, reviewed, and accepted by appropriate personnel.** In the absence of such acceptance, business transactions will not be considered with the institution.

CITY OF LAS VEGAS INVESTMENT POLICY

Financial institutions are also required to provide their Annual Financial Report to the City Treasurer on a timely basis after the institution's fiscal year has concluded.

XVI. REVIEW AND MODIFICATIONS

The City Treasurer is responsible for reviewing and recommending modifications to this investment policy. However, the Treasurer may at any time further restrict or expand for investment the types of instruments, issuers, and maturities as may be appropriate. Previously unacceptable investment vehicles may be utilized by the City, as approved by the State Legislature.

XVII. REPORTING

The City Treasurer shall provide the City Manger and Finance Director quarterly investment reports, which provide a clear picture of the status of the current investment portfolio. The quarterly report should be published no later than the last day of the month following the end of the quarter.

The quarterly report should include the following:

- A. Percentage of the Investment Pool portfolio represented by each investment category
- B. Investment Pool maturity schedule
- C. Investment Pool Interest Income
- D. Economic Overview

XVIII. INVESTMENT POLICY APPROVAL

This policy has been approved by the Las Vegas City Council.

CITY OF LAS VEGAS INVESTMENT POLICY

APPENDIX A

INVESTMENT PROCEDURES

I. CASH REVIEW

The City Treasurer or his/her delegate (hereafter referred to as Investment Officer) must review the cash balances and investment portfolio daily or as needed. A monthly cash flow forecast calendar is utilized to assist in the review process. Items to be reviewed should include:

- A. Cash balances at primary bank.
- B. Intra-day reporting of banking activity.
- C. Daily bank deposits.
- D. Maturing investments and interest.
- E. Bond sales
- F. Property taxes
- G. Consolidated tax receipt
- H. Franchise fee receipts
- I. Debt service disbursements (bond principal and interest payments).
- J. Accounts payable disbursements
- K. Payroll disbursements
- L. Purchasing investments

II. INVESTMENT SELECTION

The Investment Officer determines how much of the cash balance is available for investment and selects the area of the yield curve that most closely matches the required maturity date or maturity range.

In determining the maturity date, the Investment Officer should consider liquidity and expected cash flow. A review of some of the following sources should be made to determine whether the investments should be placed to match projected expenditures, shorter or longer to take advantage of current and expected interest rate environments:

- A. Wall Street Journal
- B. Input from approved broker/deals
- C. Input from Bloomberg data services
- D. Publications on general trends of economic statistics

The Investment Officer must verify that the security selected for purchase meets the following investment policy criteria:

CITY OF LAS VEGAS INVESTMENT POLICY

- A. Maturity, both target maturity ranges and maximum maturity
- B. Diversification by type of security and issuer
- C. Collateralization for Repurchase Agreements

The following Sympro (investment software) reports are used to assist in the security selection process:

- A. Aging Report
- B. Summary by Type
- C. Summary by Issuer

III. PURCHASING AN INVESTMENT

Investment transactions can only be completed with approved broker/dealers or financial institutions. Upon being added to the approved broker/dealer list, the Investment Officer will provide the following safekeeping information to the broker/dealer.

- A. Name of third-party safekeeping agent.
- B. ABA number of safekeeping agent.
- C. Safekeeping account number(s).

The Investment Officer may select an investment for purchase from one of the following sources:

- A. Money Market Fund
- B. Bloomberg
- C. Approved broker/dealer inventory

If an investment structure—i.e. maturity, issue type or call is not available through the above sources; the Investment Office may have an approved broker/dealer put together the investment structure. The City will only purchase a portion of investment structure; thereby, ensuring that the investment is competitively priced as the broker/dealer will have to sell the remaining lot in the “market”.

Before concluding the transaction, the Investment Officer should validate the following:

- A. Settlement Date
- B. Yield calculations
- C. Total purchase price including accrued interest if applicable does not exceed funds available for the investment
- D. Imbedded options such as call provisions or coupon adjustments should also be reviewed.

CITY OF LAS VEGAS INVESTMENT POLICY

After consummation of the transaction, and prior to settlement date, the selected broker will send a trade ticket to the Investment Officer via Bloomberg or fax. An official confirmation should be mailed to the City from the brokerage firm. The Investment Officer should review the following information to ensure prompt, and uninterrupted settlement:

- A. Safekeeping account name.
- B. Reconfirm amount of transaction.
- C. Reconfirm settlement date.
- D. Confirm CUSIP number of security.

IV. SELLING AN INVESTMENT

If an investment is sold before its maturity date, the Investment Officer will obtain competitive bids from a minimum of three approved broker/dealers. Before concluding the transaction, the Investment Officer should validate the following:

- A. Settlement—cash or regular (next day).
- B. Bid amount
- C. Advise the successful broker/dealer that their bid was selected.
- D. After confirmation of sell, as a courtesy, notify the other broker/dealers that the trade has been placed. Best bid price may be disclosed.

After consummation of the transaction the provider will send a trade ticket to the Investment Officer via Bloomberg or fax.

V. SETTLEMENT AND FOLLOW-THROUGH

The Investment Officer will enter the transaction information directly into the safekeeping agent's instruction capture software. As a backup, the report may be written and faxed to the safekeeping agent. The report should include the following information:

- A. Type of transaction—purchase or sell.
- B. Settlement date.
- C. Amount of transaction.
- D. Safekeeping account name.
- E. Broker/dealers associated with investment trade.
- F. CUSIP number of security, if applicable.
- G. Acknowledged status after transmission via the safekeeping agent's software.

On the settlement date, the Investment Officer will fax to the safekeeping agent a Net Investment worksheet. The worksheet will include the following:

- A. List of each investment transaction.
- B. List of expected interest coupon payments.

CITY OF LAS VEGAS INVESTMENT POLICY

C. Provision for the receipt or disbursement of the Net Investment funds.

In the event that a trade fails, the safekeeping agent will immediately notify the Investment Officer to determine if incorrect information is causing the trade to fail. If a broker is unable to deliver the security on the settlement date, it is considered a "good fail", because the City earns interest from the settlement date. The broker will not receive payment from the safekeeping agent until the security is delivered.

CITY OF LAS VEGAS INVESTMENT POLICY

APPENDIX B

GLOSSARY

Agencies: A debt instrument issued by a federal agency that carries a high safety rating because it is government sponsored.

Asked: The price at which securities are offered.

Basis Point: A unit of measurement used in the valuation of fixed-income securities equal to 1/100 of 1 percent of yield.

Benchmark: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

Bid: The price offered by a buyer of securities.

Broker: The intermediary between a buyer and a seller of securities. The broker usually charges a commission.

Callable Bond: A bond issue in which all or part of its outstanding principal amount may be redeemed prior to maturity by the issuer under specified conditions.

Certificate of Deposit: A debt instrument issued by a bank that will pay interest, periodically or at maturity, and principal when it reaches maturity. Maturities range from a few weeks to several years.

Collateral: Securities pledged by a bank to secure deposits of public monies. Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan.

Commercial Paper: An unsecured short-term promissory note issued by corporations to repay principle on a specific future date. Maturities usually range from 2 to 270 days.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Las Vegas. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

Corporate Security: A debt obligation issued by a corporation.

CITY OF LAS VEGAS INVESTMENT POLICY

Coupon Rate: The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

Credit Rating: The financial history of a company, indicating whether the business can repay debts. The credit rating is based on the number of outstanding debts and whether debts have been repaid in a timely manner in the past.

Delivery Versus Payment (DVP): A securities industry procedure in which payment for a security must be made when the security is delivered to either the purchaser or his/her custodian.

Discount: The difference between the cost price of a security and its maturity when quoted at lower than face value.

Discount Rate: The interest rate member banks pay the Federal Reserve when the banks use securities as collateral.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury Bills.

Diversification: Dividing investment funds among a variety of securities, maturities, and quality ratings.

Duration: A measure of the timing of the cash flows, such as the interest payments and the principal repayment, to be received from a given fixed-income security. This calculation is based on three variables: term to maturity, coupon rate, and yield to maturity. The duration of a security is a useful indicator of its price volatility for given changes in interest rates.

Effective Return: The sum of all investment income plus realized gains and losses.

Fair Value: The amount at which an investment could be exchanged in a current transaction between willing parties, other than in a forced or liquidation sale.

Federal Agricultural Mortgage Corporation (FAMC): Federal Agency established in 1988 that provides a secondary market for farm mortgage loans. Also known as Farmer Mac.

Federal Farm Credit Bank (FFCB): A government-sponsored institution that consolidates the financing activities of the Federal Land Banks, the Federal Intermediate Credit Banks, and the Banks for Cooperatives.

Federal Funds (Fed Funds): Funds in excess of bank reserve requirements that commercial banks deposit in Federal Reserve Banks. Member banks may lend federal funds to one another on an overnight basis.

CITY OF LAS VEGAS INVESTMENT POLICY

Federal Funds Rate: The interest rate that is charged by banks with excess reserves at a Federal Reserve District Bank, to banks needing the money to meet reserve requirements.

Federal Home Loan Banks (FHLB): Government sponsored wholesale banks, which lend funds and provide correspondent banking services to member commercial banks, thrift institutions, credit unions and insurance companies. The mission of the FHLBs is to liquefy the housing related assets of its members who must purchase stock in their district bank.

Federal Home Loan Mortgage Corp (FHLMC or Freddie Mac): A publicly chartered agency that buys qualifying residential mortgages from lenders, packages them into new securities back by those pooled mortgages, provides certain guarantees, and then resells the securities on the open market.

Federal National Mortgage Association (FNMA or Fannie Mae): A federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation.

Floating Rate Securities: A bond whose interest rate is adjusted according to the interest of other financial instruments.

Government National Mortgage Association (GNMA): A wholly owned US Government corporation within the US Department of Housing and Urban Development (HUD). The main focus of Ginnie Mae is to ensure liquidity for US Government insured mortgages including those insured by the Federal Housing Administration, the Veterans Administration and the Rural Housing Administration. The GNMA guarantee carries the full faith and credit of the US Government and is considered to be the safest federal agency.

Interest Rate: See Coupon Rate.

Liquidity: An asset that can be converted easily and rapidly into cash without a substantial loss of value.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Mark-to-Market: An adjustment to the book value of a security to reflect its current market value.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

CITY OF LAS VEGAS INVESTMENT POLICY

Master Repurchase Agreement: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Moody's Investors Service: A company that analyzes and rates securities, and provides a variety of other investment information to investors.

Offer: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.)

Par: Face value or principal value of bond.

Portfolio: A collection of securities held by an investor.

Premium: The amount by which a security sells for a price that is above the security's par value.

Primary Dealer: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight.

Prime Rate: The interest rate banks charge to their most creditworthy customers. Interest rates on other loans often are based on the prime rate.

Prudent Person: An investment standard that outlines the fiduciary responsibilities of public funds investors relating to investment practices.

Repurchase Agreement (Repo or RP): An agreement in which the holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.

Safekeeping: A service to customers rendered by financial institutions to store and protect an investor's financial assets (e.g. securities).

Securities and Exchange Commission (SEC): The government agency that regulates and supervises the securities industry. The commission administers federal laws, formulates and enforces rules to protect against malpractice, and seeks to ensure that companies provide the fullest possible disclosure to investors. All of the national exchanges and virtually all institutions in the securities industry fall under its jurisdiction.

CITY OF LAS VEGAS INVESTMENT POLICY

SEC Rule 15C3-1: See Uniform Net Capital Rule

Securities Lending: Securities lending is when entities transfer or “loan” their securities to broker-dealers in return for cash collateral and simultaneously agree to return the collateral in exchange for the same securities in the future. Entities then invest the cash received as collateral in allowable investments, such as commercial paper, at a rate that exceeds the “rebate” or loan rate paid to the broker/dealer for the cash collateral. These transactions are structured to result in earning an incremental income on a portion of the investment portfolio. The amount of securities loaned from the portfolio and the income generated is dependent upon market conditions.

Standard and Poor’s (S&P): An investment service company known for its securities ratings and indices.

Structured Notes: Notes issued by Government Sponsored Enterprises and corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation in interest rates; the volatility of the imbedded options and shifts in the shape of the yield curve.

Total Return: The sum of all investment income plus realized and unrealized gains and losses.

Treasury Bills: A short-term discounted, government debt instrument of one year or less, issued in \$10,000 denominations that pays its face value at maturity.

Treasury Bonds: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

Treasury Notes: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

Uniform Net Capital Rule: SEC requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price for the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Special Event License for Boricua Association of Las Vegas, NV, Location: Sammy Davis, Jr. Plaza, 720 Twin Lakes Drive, Date: May 28, 2005, Type: Special Event Beer/Wine/Cooler, Event: Annual Memorial Day Festival, Responsible Person in Charge: Ana Acevedo - Ward 5 (Weekly)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

Approval of a Special Event License.

RECOMMENDATION:

Recommend approval.

BACKUP DOCUMENTATION:

None

MOTION:

WEEKLY - APPROVED as recommended - UNANIMOUS with GOODMAN excused

MINUTES:

Under Item 3, COUNCILMAN WEEKLY requested this matter be pulled for discussion. He confirmed with DR. BARBARA JACKSON, Director, Leisure Services, that the standard contract included a deposit for any damages that could occur and for adequate security. He noted that the "Cinco de Mayo" celebration went well and thanked CHIEF SHELDON for his Department's efforts.

(9:50 - 9:52)

1-1413

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, United Coin Machine Company, db at Outpost Saloon, 2200 North Rainbow Boulevard - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Approval of a new Slot Operator Space Lease Location Restricted Gaming License.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

Map

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

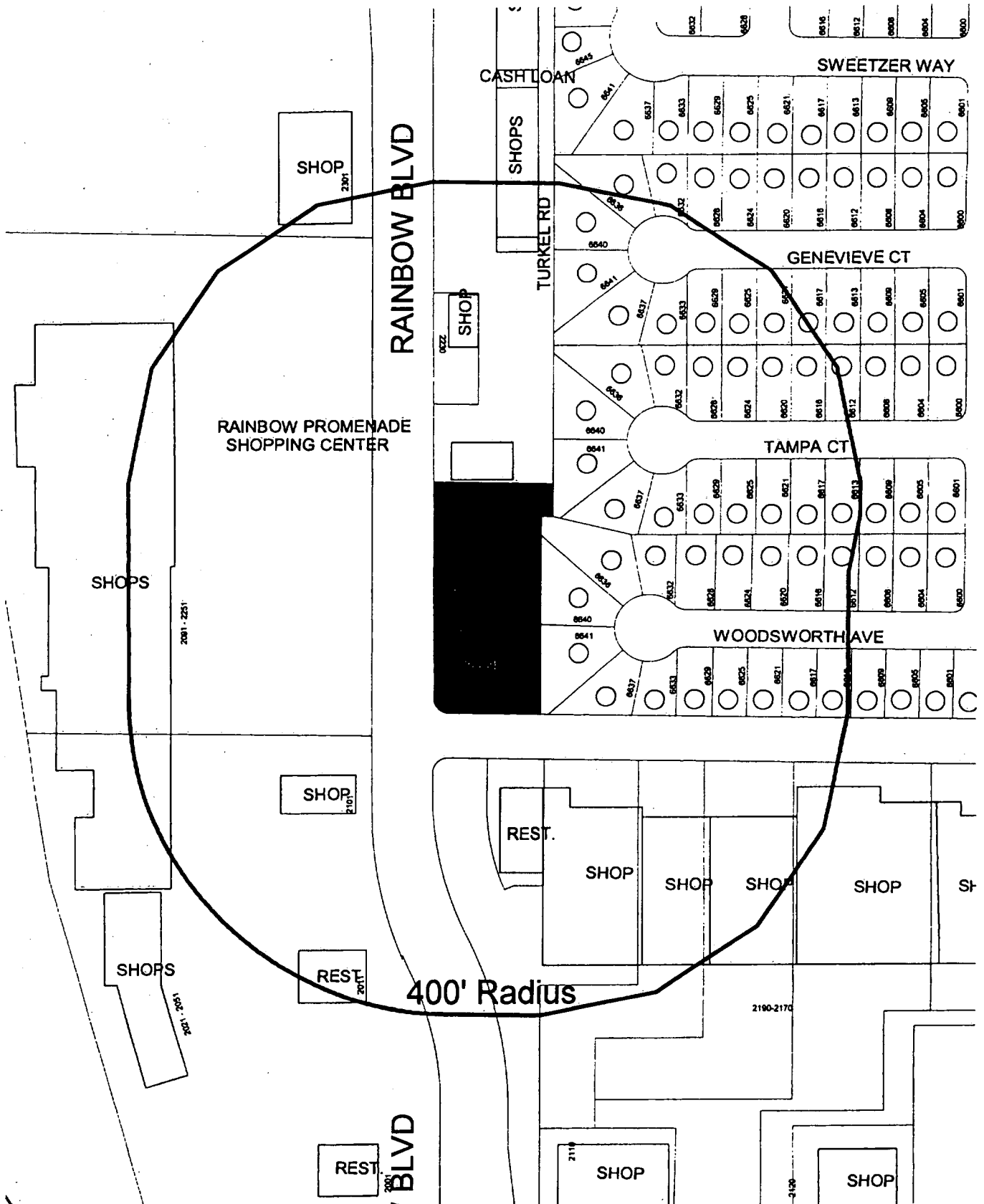
MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

OUTPOST SALOON



0 80 160 Feet



6

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of the award of Bid No. 050559-DK, Annual Requirements Contract for Food Services - Department of Detention and Enforcement - Award recommended to: INSTITUTIONAL FOOD SERVICE MANAGEMENT LLC (\$1,474,981 - General Fund) - Ward 3 (Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$1,474,981.00
☒ Budget Funds Available	Dept./Division:	Detention & Enforcement
☐ Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

This request is for an annual requirements contract for food service for Detention and Enforcement facilities. The recommended supplier was the lowest responsive and responsible bidder. Prices are subject to annual adjustment based on changes in Bureau of Labor Statistics indices specified in the bid.

PCC: D. Kaplan

POC: Claude E. Logan - (702) 386-2164

RECOMMENDATION:

That the City Council approve the award of Bid No. 050559-DK, Annual Requirements Contract for Food Services for the City of Las Vegas Department of Detention and Enforcement, from June 1, 2005 to May 31, 2007 in the estimated annual amount of \$1,474,981 with two (2) one-year options to renew.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Contract No. 050047 for Independent Financial Audit of Cable Services - Department of Finance and Business Services - Award recommended to: SCOTT LEWIS & ASSOCIATES, P.A. (\$84,000 - Clark County Special Fund Account)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City served as the facilitator on behalf of the cities of Las Vegas, North Las Vegas, Boulder City, Henderson and Clark County (collectively called the Regional Franchise Jurisdictions), to contract for an independent cable financial audit of Cox Communications of Las Vegas, Inc. Scott Lewis & Associates, P.A. was selected through a competitive solicitation. This contract will be paid from funds already established by the Regional Franchise Jurisdictions that are held in a Clark County Special Funds account. The City funds its share through an annual contribution under an interlocal agreement.

RECOMMENDATION:

That the City Council approve the award of Contract No. 050047 for independent financial audit of cable services to Scott Lewis & Associates, P.A. in the amount of \$84,000 from contract award date through March 30, 2006. No additional monies outside of the Clark County Special Funds account are required for payment by the City.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

Attachment 3

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 Scott Lewis & Associates P.A. Name Address 2131 Hollywood Blvd. Suite 208 Hollywood, Florida 33020 Telephone (954) 922-9002 EIN or DUNS 65-0756660	Block 2 Description Subject Matter of Contract/Agreement Independent Cable Financial Audit Services RFP#050047-DK
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.	Scott Lewis , President	2131 Hollywood Blvd. Suite 208 Hollywood, Florida 33020	(954) 922-9002
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Scott Lewis

Name

3/17/05

Date

Subscribed and sworn to before me this 7 day of

March

2003-2005



Notary Public
Lucia Fernandez
MY COMMISSION # DD 331298
EXPIRES: October 22, 2008
Bonded Thru Budget Notary Services

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of the award of Bid No. 050573-TB, Tandburg Video Conferencing Equipment - Information Technology - Award recommended to: IVCI, LLC (\$96,733 - Multipurpose Special Revenue Fund)
(NOTE - The correct company name is Tandberg Video Conferencing Equipment)

Fiscal Impact:

☐ No Impact	Amount: \$96,733.00
☒ Budget Funds Available	Dept./Division: Information Technology
☐ Augmentation Required	Funding Source: Multipurpose SRF

PURPOSE/BACKGROUND:

This request provides for the one-time purchase of Tandberg Video Conferencing Equipment for the public safety interoperable communications project.

PCC: T. Boyce

POC: Brett Busch - (925) 362-0374

RECOMMENDATION:

That the City Council approve the award of Bid No. 050573-TB, Purchase of Tandberg Video Conferencing Equipment from IVCI, LLC in the amount of \$96,733.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of an extension of Contract No. 030301, Online Learning Software Subscription - Department of Information Technologies - Award to: NEW HORIZONS (\$81,136.00 - Computer Services Internal Service Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$81,136.00
☒	Budget Funds Available	Dept./Division:	Information Technology
☐	Augmentation Required	Funding Source:	Computer Services ISF

PURPOSE/BACKGROUND:

This request provides for the early extension of Contract No. 030301 which will enable the City of Las Vegas currently on Track 1, to migrate to Track 2 (updated, more user friendly and more features). In addition, the migration process would be easier and seamless to end users if someone who is experienced with Track 1 helped with the transition.

PCC: T. Boyce

POC: Yolanda Burroughs - (702) 214-3910

RECOMMENDATION:

That the City Council approve the extension of Contract No. 030301 to New Horizons through June 30, 2007, in the amount of \$81,136.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of issuance of a purchase order for the repair of a Model 570B John Deere Motor Grader - Department of Field Operations - Award recommended to: BLAINE EQUIPMENT COMPANY, INC. (\$81,439.10 - Automotive Services Internal Service Fund)

Fiscal Impact:

☐ No Impact	Amount:	\$81,439.10
☒ Budget Funds Available	Dept./Division:	Field Operations/Fleet Services
☐ Augmentation Required	Funding Source:	Automotive Services ISF

PURPOSE/BACKGROUND:

This request provides for the repair of a Model 570B John Deere Motor Grader for the Fleet & Transportation Services Division. This equipment is used for the maintenance of City streets and property.

This request is exempt from the competitive bidding process pursuant to NRS 332.115.1 (c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person.

PCC: T. Maino

POC: Mike Eidson - (702) 399-2700

RECOMMENDATION:

That the City Council approve the issuance of a purchase order for the repair of a John Deere Motor Grader Model No. 570B to Blaine Equipment Company, Inc. in the amount of \$81,439.10.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of award of Amendment No. 2 to Contract No. CLV-02-003, Inmate Medical Services - Department of Detention and Enforcement - Award recommended to: PRISON HEALTH SERVICES, INC. (\$771,070 - General Fund) - Ward 3 (Reese)

Fiscal Impact:

☐	No Impact	Amount:	\$771,070.00
☒	Budget Funds Available	Dept./Division:	Detention & Enforcement
☐	Augmentation Required	Funding Source:	General Fund

PURPOSE/BACKGROUND:

On May 15, 2002, City Council approved the award of a contract to Prison Health Services, Inc. effective through 05/31/03 with two (2) one-year options. To allow adequate time for re-competition, this contract amendment extends the performance period for 60 days.

PCC: D. Kaplan

POC: Rodney Holliman - (800) 729-0069

RECOMMENDATION:

That City Council approve the award of Amendment No. 2 to Contract No. CLV-02-003 to Prison Health Services in the amount of \$771,070 to extend the performance period through 07/31/05. Authority to execute the Amendment is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)**Item 17: STRICKEN** under separate action (see individual item)**MINUTES:**

There was no related discussion.

(9:48 - 9:50)

1-1351

**ATTACHMENT 1
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.

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 Prison Health Services, Inc. 105 Westpark Drive, Suite 200 Brentwood, TN 37027 Address 800-729-0069 Telephone 23-2108853 EIN or DUNS	Block 2 Description Subject Matter of Contract/Agreement Inmate Medical Services RFP#050531-DK
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.	America Service Group Inc.	105 Westpark Dr, Brentwood, TN	800-729-0069
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

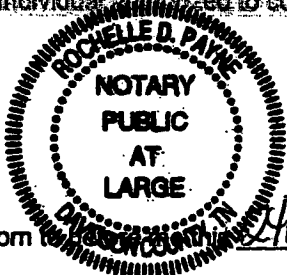
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure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

 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.



Subscribed and sworn to before me on the 4th day of

April, 2005

Rochelle D. Payne
Notary Public

[Signature]
Name
4/12/05
Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of award of Contract No. 050561, Insurance Broker and Consulting Services - Department of Human Resources - Award recommended to AON RISK SERVICES, INC. (\$100,000 - Liability Insurance and Workers' Compensation ISF)

Fiscal Impact:

☐ No Impact	Amount:	\$100,000.00
☒ Budget Funds Available	Dept./Division:	Human Resources/Insurance
☐ Augmentation Required	Funding Source:	Liability Insurance and Workers' Compensation ISF

PURPOSE/BACKGROUND:

This contract will provide for Insurance Broker and Consulting Services for the City's Liability, Property and Excess Workers' Compensation, and other insurance requirements.

PCC: C. White

POC: William Deeb - (213) 630-3210

RECOMMENDATION:

That the City Council approve the award of Contract No.050561 Insurance Broker and Consulting Service to Aon Risk Services, Inc. in the annual estimated amount of \$100,000, from date of award to June 30,2008, with two (2) one-year options to renew. Authority to execute contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

Certificate - Disclosure of Ownership/Principals

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

1. Definitions

"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.

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 2	Description
	Insurance Broker and Consulting Services

RFP# 050561-CW

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.	Patrick G. Ryan	200 E. Randolph Chicago, IL 60601	312-381-3010
2.	Shirley Ryan	200 E. Randolph Chicago, IL 60601	312-381-3010
3.	Longleaf Partners Fund	101 Sabin St. Pawtucket, RI 02870	508-871-8800
4.	Washington Mutual Inv. Fund	1101 Vermont Ave. Washington, DC 20005	202-842-5200
5.	Davis NY Venture Fund	66 Brooks Dr. Braintree, MA 02184	800-717-3477
6.	American Balanced Fund	333 S. Hope St. Los Angeles, CA 90071	800-421-0180
7.	Growth Fund of America	135 S. State College Bl. Brea, CA 92821	714-671-7000
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

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

William S. Deeb

Name

April 21, 2005

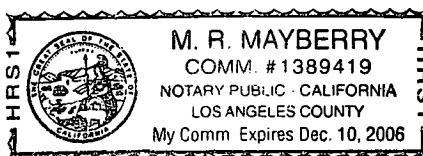
Date

Subscribed and sworn to before me this 20th day of

April, 2005

Notary Public

M.R. Mayberry



AGENDA SUMMARY PAGE CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Preapproval of purchase order in the amount of \$250,000 for reproduction exhibit lighting in the Post Modern Post Office, 301 Stewart Avenue - (\$250,000 - Multipurpose Special Revenue Fund) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$250,000.00
☒ Budget Funds Available	Dept./Division:	Leisure Services
☐ Augmentation Required	Funding Source:	Multipurpose SRF

PURPOSE/BACKGROUND:

The City of Las Vegas has been awarded a grant for exhibit lighting in the amount of \$250,000 from the Institute of Museum and Library Services. This grant money will be used for the purchase of historic reproduction lighting for the Post Modern Post Office.

PCC: T. Boyce

CFN: 050624

RECOMMENDATION:

That the City Council preapprove a purchase order for reproduction exhibit lighting in the amount of \$250,000.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005**DEPARTMENT: FINANCE & BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval to transfer \$745,000 in available funding from the Freedom Park Master plan project to the Freedom Park Pool and Bathhouse capital project and award of Bid No. 04.15341.06-LED (Revised), Freedom Park Pool and Bathhouse and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to RICHARDSON CONSTRUCTION, INC. (\$3,891,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$3,891,000.00
☐ Budget Funds Available	Dept./Division:	Public Works
☒ Augmentation Required	Funding Source:	Parks & Leisure Activities CPF

PURPOSE/BACKGROUND:

This project consists of the construction of a pool, bathhouse with translucent canopy system, mechanical building, shade structures, pool toys and landscaping at Freedom Park located at the corner of Washington Avenue and Pecos Road. The transfer of appropriations from the Freedom Park Masterplan project to the Freedom Park Pool and Bathhouse capital project will provide funding necessary to award bid and provide for a 7% construction contingency.

PCC: L. E. Davis

POC: Louis Richardson - (702) 647-2200

RECOMMENDATION:

That the City Council approve transfer of \$745,000 in available funding from the Freedom Park Masterplan project to the Freedom Park Pool and Bathhouse capital project and the award of Bid No. 04.15341.06-LED (Revised), Freedom Park Pool and Bathhouse to Richardson Construction, Inc. in the amount of \$3,891,000 and approve a construction conflicts and contingency reserve of \$272,370. Authority to execute the contract is given to the Purchasing Manager per R-88-2004.

BACKUP DOCUMENTATION:

1. Bid Abstract
2. Park in Progress Listing

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

CITY COUNCIL MEETING OF: MAY 18, 2005

MINUTES - Continued:

There was no related discussion.

(9:48 - 9:50)

1-1351

BID ABSTRACT
Freedom Park Pool and Bathhouse
04.15341.06-LED (REVISED)
CL-2005-246

ITEM NUMBE	ITEM DESCRIPTION	LUMP SUM AMOUNT	Richardson Construction, Inc.	APCO Construction	Freemont Construction Co., Inc.	Rafael Construction, Inc.	West Coast Contractors of Nevada, Inc.
1	All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	\$ 3,891,000.00		\$ 4,177,770.00	\$ 4,481,000.00	\$ 4,739,000.00	
	Architect/Engineer Estimate	\$ 3,297,844.00					
	Responsive Bidder						NO
	Responsive Bidder						

TO: John McNellis. Please review and approve award to Richardson Construction, Inc.

prior to May 3, 2005 for Council award on May 18, 2005.

[Signature]
Purchasing & Contracts Representative

[Signature]
Department/Division Signature

May 2, 2005
Date

5-4-05
Date

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

Park/Facility	Project to Date Funding as of 4/6/05	City Council Agenda	Total
Alexander Hualapai Park	7,177,542		7,177,542
Artificial Turf Program	1,000,000		1,000,000
Big League Dreams Sports Complex	2,430,000		2,430,000
Bonanza Trail Construction	12,120,000		12,120,000
Boulder Plaza Park	0		0
Centennial Hills - Phase I	9,435,700		9,435,700
Centennial Hills Leisure Center	37,230,564		37,230,564
Centennial Hills Multi-Use Trail Segments	740,000		740,000
Centennial Hills Park Trail	440,000		440,000
Centennial Hills Prehistoric Riverbed Preservation	3,800,000		3,800,000
Chester Stupak Park	150,000		150,000
Chuck Minker Racquetball Court Conversions	0		0
Cultural Corridor Trails	0		0
Doolittle Complex Upgrades	250,000		250,000
East Las Vegas Community Ctr Marquee	0		0
East Las Vegas Community Ctr Upgrades	350,000		350,000
El Campo Grande	1,500,000		1,500,000
Equestrian Park	500,000		500,000
Estelle Neal Park Water Feature	160,000		160,000
Firefighters Memorial - Phase II	1,136,000		1,136,000
Fort Apache/Elkhorn Park	1,600,000		1,600,000
Fountain Park Phase II	2,960,616		2,960,616
Freedom Park Master Plan	750,000	(745,000)	5,000
Freedom Park Pool & Bathhouse	3,850,000	745,000	4,595,000
Garside Pool & Bathhouse	0		0
Gilmore Cliff Shadows Trailhead	1,500,000		1,500,000
Lone Mtn West #2 - Gilmore Cliff Shadows Park	517,161		517,161
Harmony Park	150,000		150,000
Horse/Bradley curb & gutter	100,000		100,000
Huntridge Circle Park Traffic Barriers	40,000		40,000
Iron Mountain Fort Apache Park	700,000		700,000
Johnson Community School Expansion	0		0
La Madre Mountain Trailhead	3,900,000		3,900,000
Las Vegas Senior Center Parking Lot	200,000		200,000
Las Vegas Wash Trail	1,920,000		1,920,000
Lone Mountain Trail System - Phase I	3,200,000		3,200,000
Lorenzi Park Tennis Complex	0		0
Lorenzi Park Upgrades	580,000		580,000
Mirabelli Community Center Reconstruction	7,889,759		7,889,759
Molasky Community School Modular	355,000		355,000
Mountain Ridge - Phase IV	2,495,000		2,495,000
Multi-use Transportation Trails	0		0
Multi-use Trails & Trailheads - 90 Miles	4,300,000		4,300,000
Natural History Museum Retrofit	100,000		100,000
Neon Boneyard Park	0		0
NW Regional Open Space Plan	250,000		250,000
Patnot Park Lighted Tennis Court	211,000		211,000
Pavillion Center Pool Lighting	0		0
Post Office Building	1,457,570		1,457,570
Reed Whipple Cultural Center Marquee	0		0
Sky Ridge Park Security Lighting	0		0
Stupak Community Center Demolish & Rebuild	700,000		700,000
Tenaya/Washington Park	1,105,000		1,105,000
Veterans Memorial Pool Cover	0		0
Washington/Bufalo Park - Phase I	41,450,000		41,450,000
Washington/Bufalo Park - Phase II	0		0
West Las Vegas Arts Center Security Package	100,000		100,000
	160,800,912	0	160,800,912
CIP BID RESERVE	4,688,000		4,688,000

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of award of Bid No. 050572-KF, Furnish and Install Gas-fired, Hot Water, Tube Type Boiler at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: DESERT BOILERS & CONTROLS, INC. (\$33,429 - Sanitation Enterprise Fund) - County

Fiscal Impact:

☐	No Impact	Amount:	\$33,429.00
☒	Budget Funds Available	Dept./Division:	Public Works/Environmental
☐	Augmentation Required	Funding Source:	Sanitation Enterprise Fund

PURPOSE/BACKGROUND:

This request provides for the replacement of an existing gas-fired, hot water, tube-type boiler, which is past its useful lifecycle, in the Laboratory at the Water Pollution Control Facility.

PCC: K. Falline

POC: Philip Dorsey - (702) 631-7780

RECOMMENDATION:

That the City Council approve the award of Bid No. 050572-KF, Furnish and Install Gas-fired, Hot Water, Tube Type Boiler to Desert Boilers & Controls, Inc. in the amount of \$33,429.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Preapproval of award of Bid No. 05.15341.08-LED, Detention Center Access Gate J to the lowest responsive and responsible bidder and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - (\$90,000 - Homeland Security Grant Program) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$90,000.00
☒ Budget Funds Available	Dept./Division:	Public Works
☐ Augmentation Required	Funding Source:	Homeland Security Grant Program

PURPOSE/BACKGROUND:

This project consists of extending concrete driveway, installation of new access control gates, associated electrical work, masonry walls, concrete curb and asphalt at the City's Detention Center located at 3300 Stewart Avenue. This project is being funding through a Federal Grant awarded to the City under the Homeland Security Grant Program.

PCC: L. E. Davis

RECOMMENDATION:

That the City Council preapprove the award of Bid No. 05.15341.08-LED, Detention Center Access Gate J 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:

BROWN - Motion to bring forward and STRIKE Items 17, 52, 53, 54, and 57 and Hold in ABEYANCE Item 58 to 6/15/2005 - UNANIMOUS with GOODMAN excused

MINUTES:

There was no related discussion.

(9:46 - 9:48)

1-1245

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FIRE & RESCUE

DIRECTOR: DAVID WASHINGTON

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of authorizing the Las Vegas Fire & Rescue to execute an Individual Case Basis (ICB) Agreement with Central Telephone Company-Nevada Division (Sprint) for the receipt of Reverse Notification Telephone Number Database Service - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Individual Case Basis (ICB) Agreement between the City of Las Vegas and Central Telephone Company-Nevada Division (Sprint) will facilitate the Las Vegas Fire & Rescue's Communication Center to receive Reverse Notification Telephone Number Database Service for the purpose of disseminating emergency public information and safety warnings.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Individual Case Basis Agreement

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

INDIVIDUAL CASE BASIS AGREEMENT

Specialized services or arrangements may be provided by **Central Telephone Company-Nevada Division** ("Sprint"), at the request of a customer, on an individual case basis if such service or arrangement is not offered under Sprint's Tariffs.

This Individual Case Basis Agreement ("ICB"), Contract No. 05JGDY6APUX2, dated March 22, 2005 between Sprint and **Las Vegas Combined Communications Center** ("Customer"), sets forth the terms and conditions for Sprint's provision of the service ("Service") specified below to Customer.

1. **TERM.** The Term will begin on the first day of the first billing month after the Services are installed and made available to Customer. Sprint will make the Services available only after its full compliance with any state-specific regulatory filing requirements. This ICB may not be renewed, modified or extended due to the regulated nature of the Service.
2. **SERVICE.**
 - 2.1 The Service is a telecommunications service regulated by federal or state agencies. Sprint's provision of the Service is governed by the general terms and conditions set forth in Sprint Tariffs in addition to the Service description and terms contained on Exhibit A. In the event of any inconsistencies or conflicts between this ICB and the applicable general Tariff, this ICB will take precedence.
 - 2.2 Except for the rates identified below, should a Tariff be filed and approved for this Service during the Term, all Tariff provisions will supersede those in this ICB.

Customer Billing Address	Service / Installation Address	Type of Service	Term	Monthly Recurring Rate	Non-Recurring Charge
500 N. Casino Center Blvd, Las Vegas, NV 89101	500 N. Casino Center Blvd, Las Vegas, NV 89101	Reverse 911 Monthly Downloads 4 @ \$125.00 each	36 Months	\$500.00	\$00.00

3. **RATES.**
 - 3.1 Rates have been developed on an individual case basis in the absence of a specific Tariff offering for the Service. These rates will remain fixed for the Term of this ICB. If Service is available under Sprint Tariffs when the Term expires, Customer must convert to the Service rates set forth in the existing Sprint Tariff or negotiate a separate Custom Service Arrangement. In no event will this ICB automatically renew.
 - 3.2 The rates quoted do not include any applicable local, state, or federal taxes or surcharges. Sprint will bill Customer for reimbursement of applicable taxes and surcharges. Customer acknowledges that it has options for its telecommunications services from providers other than Sprint and that Customer has chosen Sprint to provide the Services in this ICB.
4. **TARIFFS / LOCAL TERMS OF SERVICE.**
 - 4.1 "Tariffs" refer to Sprint Local Telephone Interstate Access Tariff F.C.C. No. 3, Sprint state access service tariffs and Sprint general exchange / customer tariffs filed with and approved by respective federal and/or state regulatory commissions for the location(s) in which Service is provided. Tariffs contain rules and regulations applicable to Sprint's facilities and provision of Service, general customer relations, and Sprint's overall operations. Changes to the Sprint Tariffs will not release Customer from the terms of this CSA or otherwise justify termination.

- 4.2 In the absence of a Tariff or if Sprint withdraws its Tariffs, Sprint will provide Service under the state-specific Local Terms of Service posted at <<http://www.sprint.com/regulatory/>> on the later of the Effective Date or when the withdrawal becomes effective and incorporated by this reference.
- 4.3 This ICB and the applicable Sprint Tariff or Local Terms of Service will govern the terms for Service. In the event of any inconsistencies or conflicts between this ICB and the applicable Tariff or Local Terms of Service, this ICB will take precedence.
5. TERMINATION. If Customer gives notice of cancellation or termination, disconnects any portion of Service or otherwise breaches this ICB resulting in the termination of Service before the end of the Term, Customer will be liable for the lesser of:
- 5.1. 50% of the monthly payments that would otherwise remain under the Term; or
- 5.2. Sprint's capital investment associated with provisioning the Service during the ICB period.

AGREED:

Las Vegas Combined Communications Center

By: [Signature]

Printed: LOUIS H. AMELL

Title: COMMUNICATION SUPERVISOR

Date: 5/16/05

Address for Notices (if different from billing address above):

APPROVED AS TO FORM:

[Signature] 5/4/05
Date

Central Telephone Company Nevada Division

By: [Signature]

Printed: HELEN HUNTER

Title: Branch Director

Date: 5/24/05

Address for Notices:

900 Springmill Road
Mansfield, OH 44906
MS: OHMANJ0101

And if related to a dispute to:
Sprint - Marketing & Sales Law Dept.
KSOPHT0101-Z2525
6391 Sprint Parkway
Overland Park, KS 66251-2525

Sprint — Approved
as to Legal Form

SKM — 24 Mar 05

Attest:

By: [Signature]
BARBARA JO RONEMUS, City Clerk

EXHIBIT A

Reverse Notification Telephone Number Database Service

1. General Description
 - 1.1. Sprint offers Reverse Notification Telephone Number Database Service ("Reverse Database Service") to support the ability of public safety agency customers ("PSACs") to make broadcast notification calls to areas under their jurisdiction in the event of emergencies.
2. Service Rules and Regulations
 - 2.1. Reverse Database Service is offered solely for the purpose of permitting PSACs to make broadcast notifications to particular geographic areas and associated local telephone numbers in the event of emergencies. PSACs ordering Reverse Database Service must provide Sprint with written certification of their authority to make public emergency notifications and the circumstances in which the PSAC would use the Reverse Database Service.
 - 2.2. PSACs may not use Reverse Database Service information in connection with basic 911 or E-911 services.
 - 2.3. PSACs subscribing to Reverse Database Service will receive CD-ROM downloads of information from Sprint's Automatic Location Indicator ("ALI") database. Sprint will provide ten-digit telephone numbers, associated addresses, and names to the extent that information is present in Sprint's ALI database.
 - 2.4. Reverse Database Service may include ALI information obtained by Sprint from other local exchange carriers serving a PSAC's jurisdiction or from customers who operate private switches and have requested that carriers maintain appropriate information in the carrier's ALI database.
 - 2.5. Sprint will provide Reverse Database Service only for the jurisdictional area where a PSAC is authorized to provide emergency services. PSACs may not be able to obtain foreign listings, foreign exchange cross-listings, foreign central office subscriptions, and multiple listings through Reverse Database Service.
 - 2.6. Sprint considers all information provided under Reverse Database Service to be confidential and proprietary. Information received through Reverse Database Service may contain the names, addresses and telephone numbers of individuals whose listings are not published in directories and/or are not listed in the directory assistance offices. The PSAC must:
 - A. Hold the information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information;
 - B. Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other parties;
 - C. Use the information only in connection with delivering broadcast notifications of emergencies; and
 - D. Notify Sprint immediately of any confirmed or suspected misuse of Reverse Database Service information.
 - 2.7. The PSAC represents and warrants that it will use information received through Reverse Database Service only in emergency situations. A PSAC may not access, use, import, export, copy, print, distribute or release information for any purpose other than what is necessary to make outbound telephone emergency notifications.
3. Limitations
 - 3.1. Sprint offers no warranty or representation with respect to the accuracy or completeness of the Reverse Database Service. Sprint may rely on other local exchange carriers or on customers with private switches for certain information used in the Reverse Database Service.

- 3.2. Sprint does not warrant or represent that the Reverse Database Service will be compatible with every type of reverse notification equipment. PSACs are responsible for acquiring their own broadcast notification equipment and for testing the compatibility of that equipment with the Reverse Database Service.
- 3.3. By offering Reverse Database Service, Sprint makes no warranties or representations for the operation of Customer's broadcast notification equipment or for the availability or performance of telephone network facilities during a broadcast notification.
- 3.4. By subscribing to Reverse Database Service, a PSAC agrees to hold harmless and indemnify Sprint, along with its employees, directors, officers, agents, and subcontractors, from and against all claims or suits arising out of or resulting from the provision of Reverse Database Service, specifically including, but not limited to, all claims or suits resulting from or allegedly resulting from errors or omissions in the file or the use of such information by the PSAC or its agents.
- 3.5. To the extent that the PSAC claims sovereign immunity or other statutory limitations against third party claims, the PSAC will extend that same protection to Sprint in connection with the PSAC's use of the Reverse Database Service.
- 3.6. Sprint may immediately terminate a PSAC's use of Reverse Database Service and demand the return of all Reverse Database Service information furnished to the PSAC if, in Sprint's sole judgment, the PSAC misuses the information provided or fails to comply with any other provisions of this Agreement.
- 3.7. A PSAC's modification, merger or enhancement of information received through the Reverse Database Service will not relieve the PSAC from any provision of this Agreement.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of authorizing the city's Emergency Management Officer to execute a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY05 U.S. Office of Domestic Preparedness Citizen Corps Program (CCP) - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This grant award from the Nevada Division of Emergency Management in the amount of \$56,827.56 is for the city's homeland security preparedness projects for citizens. The source of this funding is the FY05 U.S. Office of Domestic Preparedness Citizen Corps Program (CCP). 100% federal funds, no match requirement.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Grant award documents

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351



OFFICE OF THE GOVERNOR

KENNY C. GUINN
Governor

April 22, 2005

City of Las Vegas
Tim McAndrew, Emergency Management Officer
500 N. Casino Center Blvd.
Las Vegas, NV 89101

RE: Office for Domestic Preparedness Homeland Security Grant Program (HSGP) awards for
Federal Fiscal Year 2005

Dear Mr. McAndrew:

The State of Nevada greatly appreciates the effort put forth by the City of Las Vegas in their application for the Office for Domestic Preparedness (ODP) FY 2005 Homeland Security Grant Program (HSGP).

I am pleased to enclose a Citizens Corps Program (CCP) award in the amount of \$56,827.56.

Please sign the original and confirmation copy of the enclosed grant award and retain the confirmation copy for your records. Please return the original to the Division of Emergency Management, 2525 South Carson Street, Carson City, Nevada, 89711.

Also enclosed for your convenience are copies of the Quarterly Reporting form and the Program Narrative Report document.

If you have any questions regarding these grants, contact the Division of Emergency Management at (775) 687-4240.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny C. Guinn".

KENNY C. GUINN
Governor

ADuMond:sc

Enclosures

000 19

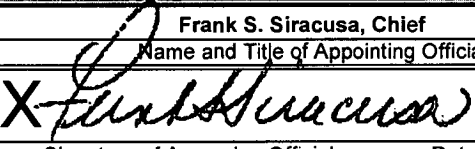
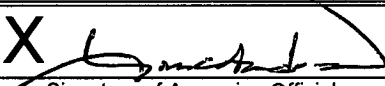
STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant/Award	
SUBGRANTEE: City of Las Vegas ADDRESS: 500 N. Casino Center Blvd. Las Vegas, NV 89101	PROJECT NO: 97053CL5
PROJECT TITLE: ODP/05-Citizens Corps Program CCP	FEDERAL GRANT FUNDS: \$56,827.56 MATCHING FUNDS: TOTAL: \$56,827.56
GRANT PERIOD: 4/1/2005 3/31/2006	

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Personnel		
Consultant/Contracts		
Travel		
Supplies/Operating		
Equipment	See attached spreadsheet	\$16,888.00
Training		
Other	See attached spreadsheet	\$39,939.56
TOTAL		\$56,827.56

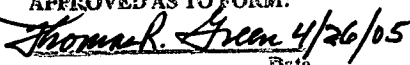
This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

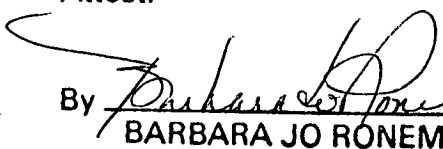
AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief Name and Title of Appointing Official	Tim McAndrew, Emergency Management Officer Name and Title of Appointing Official
 Signature of Approving Official	 Signature of Approving Official
Date: 4/21/05	Date: 5/16/05

Form: OEM-001

APPROVED AS TO FORM:


Date: 4/26/05

Attest:

By 
BARBARA JO RONEMUS, City Clerk

CONFIRMATION COPY

LINE#	ENTITY	DISCIPLINE	PRI	EQUIPMENT (Equip) TRAINING (TR) PLANNING (PLN) EXERCISE (EX)	AEL NUMBER	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL COST	FUNDING SOURCE: SHSP, LETPP or CCP
5	CLV	Citizen	1	PLN/TR		Staffing Expenses for Metro Volunteer Program (MVP)	1	\$35,112.00	\$35,112.00	CCP
6	CLV	Citizen	2	Equip.	21.9	Equipment for Citizen Corp Programs	1	\$16,888.00	\$16,888.00	CCP
7	CLV	Citizen	3	PLN/TR		Staffing Expenses for CERT Program	1	\$4,827.56	\$4,827.56	CCP
								TOTAL	\$56,827.56	

Federal Certified Assurances

Upon approval of an application, the applicant and the lead government unit hereby agree to the following Certified Assurances governing the awarding of funds made available under the Anti-Drug Abuse Act of 1988.

1. That: (A) funds granted as a result of this request are to be expended for the purposes set forth in this application and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the Federal Emergency Management Agency; (B) no expenditures will be eligible for inclusion if occurring prior to the effective date of the grant; and (C) funds awarded by the Division of Emergency Management (DEM) may be terminated at any time for violations of any terms and requirements of this agreement.
2. As required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities, published as Part VII of the May 26, 1988 Federal Register, pages 19160-19211, the prospective primary participant(s) certify to the best of their knowledge and belief, that they and their principals:
 - 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) have not within a three year period preceding this proposal been convicted of or had a civil judgment 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; violated federal or state antitrust statutes or commission of records; made false statements, or received stolen property;
 - 3) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph b) above;
 - 4) have not within a three year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - 5) if the prospective primary participant(s) cannot certify to any of the statements in paragraphs a) through d), they will attach a statement of explanation to this application.

3. That the federal formula grant funds made available under the Anti-Drug Abuse Act of 1988 will not be used to supplant state or local funds, but will be used to increase the amount of such funds that would, in the absence of federal funds, be made available for emergency management activities.
4. That the applicant will comply, including contracts with the applicable provisions of the Anti-Drug Abuse Act of 1988 and guidance of the Division of Emergency Management Programs "CCA General Program Guidelines CPG 1-3" and all other applicable federal laws, orders, circulars, or regulation.
5. The applicant certifies that the programs contained in its application meet all the requirements, that all the information is correct, and that the applicant will comply with applicable provisions of the Anti-Drug of 1988 and all other applicable federal laws.
6. That all fund accounting, auditing and program monitoring as may be necessary to keep such records as the DEM shall prescribe will be provided to assure fiscal control, proper management, and efficient distribution of funds received under the Anti-Drug Act of 1988.
7. That applicant assures that the fiscal accountability of the Anti-Drug Abuse funds (all sources, including federal, state and local match portions) will be managed to ensure compliance with DEM documentation, record keeping, accounting and reporting guidelines and will reside with that individual.
8. That the applicant and its contractors will comply with the nondiscrimination requirements of the Anti-Drug Abuse Act of 1988; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Emergency Management 44 CFR Ch 1- subgrant A-E; and the American Disabilities Act of 1992.
9. That in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the applicant will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC), Office of Justice Programs.
10. That applicant will formulate an equal employment opportunity program (EEOP) in accordance with 44 CFR Part 16, and upon request, will submit a certification to the state that it has a current EEOP on file which meets the requirements therein. Applicants, upon request, will provide the name, address, and phone number of an Equal Employment Opportunity contact person, who has lead responsibility in

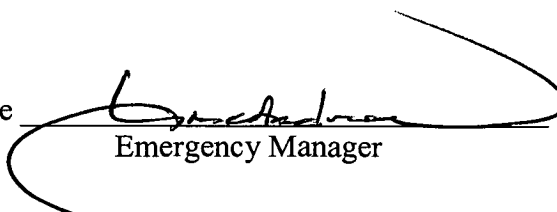
ensuring that all applicable Equal Employment Opportunity requirements are met and who acts as liaison to DEM in such matters.

11. That audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments, or OMB Circular A-110, Attachment F, will be followed.
12. The applicant assures that it will comply with federal laws and regulations applicable to federal assistance programs and with provisions of 44 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 13, Administrative Review Procedure; Part 14, Part 16, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 10, Procedures for Implementing the National Environmental Policy Act; and Part 9 Floodplain Management and Wetland Protection Procedures.
13. Any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analysis) issued by the subgrantee describing programs funded in whole or in part with Federal funds, shall contain the following statement:

“This program was supported by FEMA Grants awarded by the Nevada Division of Emergency Management, Department of Motor Vehicles and Public Safety. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Federal Emergency Management Agency.”
14. That applicant (sub-grantee or contractor) under a grant, a contractor under a cooperative agreement, and a subcontractor under a contract, who requests or receives federal funds exceeding \$100,000 shall agree to file a written declaration of lobbying activities in accordance with federal requirements.
15. That applicant fully understands DEM’s right to suspend or terminate grant funds to any subgrantee that fails to conform to the requirements (Special/General Conditions and General Operating Policies) or to any subgrantee that fails to comply with the terms and conditions of its grant award.
16. LOBBYING - No federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement. Reference Appendix C

17. The certification regarding drug-free work place requirements applies to all state agencies who are recipients of Federal funding under the Anti-Drug Abuse Act. Reference Appendix C
18. The Grantee (State) is hereby delegated the authority to approve the allocation, use and expenditure of funds made available by this award for confidential expenditures as defined and set forth in the effective edition of the "CCA General Program Guidelines and 44 CFR part 13 and 14". The Grantee also agrees to be responsible for monitoring the submission of and maintaining the official documents connected with this requirement, and making them available to DEM upon request.
19. Project related income, (i.e., forfeitures, registration fees, royalties, sales of real and personal property) must be used for the purpose for furthering the goals and objectives of the project or program from which the income was generated.

Signature


Emergency Manager

Date

5/16/05

APPROVED AS TO FORM:


Date

4/26/05

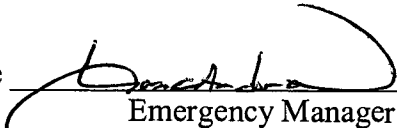
Nevada Division of Emergency Management Financial Assurances

1. Division of Emergency Management no later than 30 days following the close of the quarter. Late reports, unless approved by DEM, could delay reimbursement.
2. The final "Financial Report" must be submitted to Division of Emergency Management no later than 60 days following the end of the federal fiscal year. Late reports, unless approved by DEM, could result in non payment of final claim.
3. Grantee/Sub-grantee must obtain written approval from the Division of Emergency Management no later than 60 days following the end of the federal fiscal year. Late reports, unless approved by DEM, could result in non payment of final claim.
4. The Division of Emergency Management retains the right to terminate this grant for cause at any time before completion of the program when it has determined that the grantee has failed to comply with the conditions of this agreement.
5. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
6. All grant expenditures are to be reasonable and allowable as determined by OMB Circular A-87 or A-122, whichever is applicable to your organization.
7. All grant expenditures are to be made in accordance with the grant application. Modifications must be requested and approved in advance.
8. Grant revenue and expenditure records must be maintained and made available to the Division of Emergency Management for audit.
9. Grantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, to include the required submission of subgrantee's annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.

10. Grantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
11. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management within 30 days of request. Grant closeout is contingent upon DEM audit and resolution of any discrepancies.
12. Make requests for financial technical assistance, forms, or copies of applicable regulations to:

Division of Emergency Management
2525 S. Carson Street
Carson City, Nevada 89711
Attn: Cathy Ludwig
Telephone Number: (775) 687-7369

Signature


Emergency Manager

Date

5/16/05

APPROVED AS TO FORM:

 4/26/05
Date

Nevada Division of Emergency Management Program Assurances

1. Grantee/Sub-grantee must submit quarterly reports to the Division of Emergency Management within 30 days from the end of each quarter.
2. Grantee/Sub-grantee agrees to provide representation to the Division of Emergency Management's semi-annual director's conferences.
3. The Division of Emergency Management retains the right to terminate this grant for cause at any time before completion of the program when it has determined that the grantee has failed to comply with the conditions of this agreement.
4. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be remitted to the state by grantee upon completion or termination of this grant.
5. If this grant funds any form of written or visual material that identifies Division of Emergency Management personnel, grantee must have prior approval of the Division of Emergency Management before publishing or finalization.
6. The grantee/sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without the prior written consent of Division of Emergency Management.
7. Grantee/sub-grantee agrees to indemnify and save and hold the state, its agents and employees harmless from any and all claim, causes of action or liability arising from the performance of this agreement by grantee or grantee's agents or employees.

Signature _____

Emergency Manager

Date _____

5/16/05

APPROVED AS TO FORM:

Thomas, Sean 4/26/05

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of authorizing the city's Emergency Management Officer to execute a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY05 U.S. Office of Domestic Preparedness Metropolitan Medical Response System (MMRS) Program and to execute a Secondary Interlocal Agreement with the Clark County Health District for the transfer of a portion of the funds - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This grant award from the Nevada Division of Emergency Management in the amount of \$227,592.00 is for the city's Metropolitan Medical Response System (MMRS) Program administered in partnership with the Clark County Health District (CCHD). Upon receipt of the award a Secondary Interlocal Agreement will be executed between the city and CCHD to facilitate the transfer of funds from the grant not to exceed \$80,000.00 for administrative staff support.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Grant award documents

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351



OFFICE OF THE GOVERNOR

KENNY C. GUINN
Governor

April 22, 2005

City of Las Vegas
Tim McAndrew, Emergency Management Officer
500 N. Casino Center Blvd.
Las Vegas, NV 89101

RE: Office for Domestic Preparedness Homeland Security Grant Program (HSGP) awards for
Federal Fiscal Year 2005

Dear Mr. McAndrew:

The State of Nevada greatly appreciates the efforts put forth by the City of Las Vegas in their application for the Office for Domestic Preparedness (ODP) FY 2005 Homeland Security Grant Program (HSGP).

I am pleased to enclose an Urban Area Security Initiative (UASI) award in the amount of \$43,172.44.

Please sign the original and confirmation copy of the enclosed grant award and retain the confirmation copy for your records. Please return the original to the Division of Emergency Management, 2525 South Carson Street, Carson City, Nevada, 89711.

Also enclosed for your convenience are copies of the Quarterly Reporting form and the Program Narrative Report document.

If you have any questions regarding this grant, contact the Division of Emergency Management at (775) 687-4240.

Sincerely,

A handwritten signature in cursive script, reading "Kenny C. Guinn".

KENNY C. GUINN
Governor

ADuMond:sc

Enclosures

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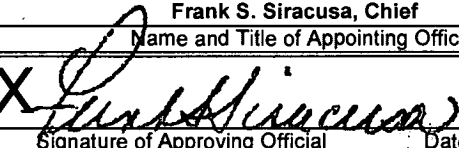
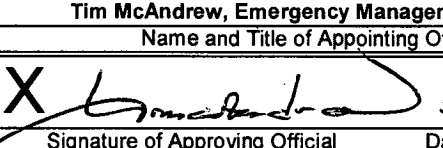
STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant/Award	
SUBGRANTEE: City of Las Vegas ADDRESS: 500 N. Casino Center Blvd. Las Vegas, NV 89101 PROJECT TITLE: ODP/05-Metropolitan Medical Response System MMRS GRANT PERIOD: 4/1/2005 to 3/31/2006	PROJECT NO: 97071M05 FEDERAL GRANT FUNDS: \$227,592.00 MATCHING FUNDS: TOTAL: \$227,592.00

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Personnel		
Consultant/Contracts		
Travel		
Supplies/Operating		
Equipment	See attached spreadsheet	\$147,592.00
Training		
Other	See attached spreadsheet	\$80,000.00
TOTAL		\$227,592.00

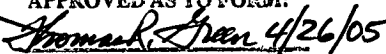
This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.

Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief Name and Title of Appointing Official	Tim McAndrew, Emergency Management Officer Name and Title of Appointing Official
X  Signature of Approving Official	X  5/16/05 Signature of Approving Official
Date: 4/21/05	Date:

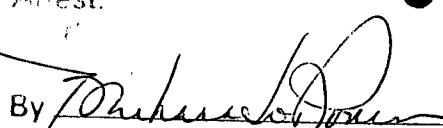
Form: OEM-001

APPROVED AS TO FORM:

 4/26/05
Date

CONFIRMATION COPY

Attest:

By 
BARBARA JO RONEMUS, City Clerk

F

FY05 DHS GRANT

City of Las Vegas

LINE#	ENTITY	DISCIPLINE	PRI	EQUIPMENT (Equip) TRAINING (TR) PLANNING (PLN) EXERCISE (EX)	AEL NUMBER	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL COST	FUNDING SOURCE: SHSP, LETPP or GGP
13	CLV	EMS/PH		PLN		Staffing Expenses for MMRS Program Coordination/Planning	1	\$80,000.00	\$80,000.00	MMRS
14	CLV	EMS/PH		Equip.	9.1.19	Ventilators	60	\$2,100.00	\$126,000.00	MMRS
15	CLV	EMS/PH		Equip.	9.3.0	Pharmaceuticals (bluk cache)	1	\$21,592.00	\$21,592.00	MMRS
								TOTAL	\$227,592.00	

Federal Certified Assurances

Upon approval of an application, the applicant and the lead government unit hereby agree to the following Certified Assurances governing the awarding of funds made available under the Anti-Drug Abuse Act of 1988.

1. That: (A) funds granted as a result of this request are to be expended for the purposes set forth in this application and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the Federal Emergency Management Agency; (B) no expenditures will be eligible for inclusion if occurring prior to the effective date of the grant; and (C) funds awarded by the Division of Emergency Management (DEM) may be terminated at any time for violations of any terms and requirements of this agreement.
2. As required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities, published as Part VII of the May 26, 1988 Federal Register, pages 19160-19211, the prospective primary participant(s) certify to the best of their knowledge and belief, that they and their principals:
 - 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) have not within a three year period preceding this proposal been convicted of or had a civil judgment 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; violated federal or state antitrust statutes or commission of records; made false statements, or received stolen property;
 - 3) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph b) above;
 - 4) have not within a three year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - 5) if the prospective primary participant(s) cannot certify to any of the statements in paragraphs a) through d), they will attach a statement of explanation to this application.

3. That the federal formula grant funds made available under the Anti-Drug Abuse Act of 1988 will not be used to supplant state or local funds, but will be used to increase the amount of such funds that would, in the absence of federal funds, be made available for emergency management activities.
4. That the applicant will comply, including contracts with the applicable provisions of the Anti-Drug Abuse Act of 1988 and guidance of the Division of Emergency Management Programs "CCA General Program Guidelines CPG 1-3" and all other applicable federal laws, orders, circulars, or regulation.
5. The applicant certifies that the programs contained in its application meet all the requirements, that all the information is correct, and that the applicant will comply with applicable provisions of the Anti-Drug of 1988 and all other applicable federal laws.
6. That all fund accounting, auditing and program monitoring as may be necessary to keep such records as the DEM shall prescribe will be provided to assure fiscal control, proper management, and efficient distribution of funds received under the Anti-Drug Act of 1988.
7. That applicant assures that the fiscal accountability of the Anti-Drug Abuse funds (all sources, including federal, state and local match portions) will be managed to ensure compliance with DEM documentation, record keeping, accounting and reporting guidelines and will reside with that individual.
8. That the applicant and its contractors will comply with the nondiscrimination requirements of the Anti-Drug Abuse Act of 1988; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Emergency Management 44 CFR Ch 1- subgrant A-E; and the American Disabilities Act of 1992.
9. That in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the applicant will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC), Office of Justice Programs.
10. That applicant will formulate an equal employment opportunity program (EEOP) in accordance with 44 CFR Part 16, and upon request, will submit a certification to the state that it has a current EEOP on file which meets the requirements therein. Applicants, upon request, will provide the name, address, and phone number of an Equal Employment Opportunity contact person, who has lead responsibility in

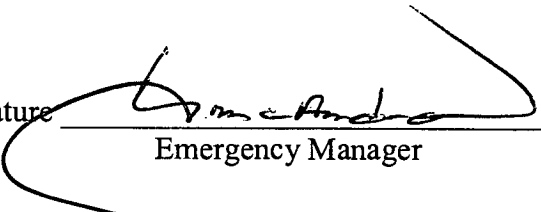
ensuring that all applicable Equal Employment Opportunity requirements are met and who acts as liaison to DEM in such matters.

11. That audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments, or OMB Circular A-110, Attachment F, will be followed.
12. The applicant assures that it will comply with federal laws and regulations applicable to federal assistance programs and with provisions of 44 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 13, Administrative Review Procedure; Part 14, Part 16, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 10, Procedures for Implementing the National Environmental Policy Act; and Part 9 Floodplain Management and Wetland Protection Procedures.
13. Any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analysis) issued by the subgrantee describing programs funded in whole or in part with Federal funds, shall contain the following statement:

“This program was supported by FEMA Grants awarded by the Nevada Division of Emergency Management, Department of Motor Vehicles and Public Safety. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the Federal Emergency Management Agency.”
14. That applicant (sub-grantee or contractor) under a grant, a contractor under a cooperative agreement, and a subcontractor under a contract, who requests or receives federal funds exceeding \$100,000 shall agree to file a written declaration of lobbying activities in accordance with federal requirements.
15. That applicant fully understands DEM’s right to suspend or terminate grant funds to any subgrantee that fails to conform to the requirements (Special/General Conditions and General Operating Policies) or to any subgrantee that fails to comply with the terms and conditions of its grant award.
16. LOBBYING - No federal appropriated funds have been paid or will be paid, by or on behalf of the subgrantee, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement. Reference Appendix C

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19. Project related income, (i.e., forfeitures, registration fees, royalties, sales of real and personal property) must be used for the purpose for furthering the goals and objectives of the project or program from which the income was generated.

Signature


Emergency Manager

Date

5/16/05

APPROVED AS TO FORM:


Date 4/26/05

Nevada Division of Emergency Management Financial Assurances

1. Division of Emergency Management no later than 30 days following the close of the quarter. Late reports, unless approved by DEM, could delay reimbursement.
2. The final "Financial Report" must be submitted to Division of Emergency Management no later than 60 days following the end of the federal fiscal year. Late reports, unless approved by DEM, could result in non payment of final claim.
3. Grantee/Sub-grantee must obtain written approval from the Division of Emergency Management no later than 60 days following the end of the federal fiscal year. Late reports, unless approved by DEM, could result in non payment of final claim.
4. The Division of Emergency Management retains the right to terminate this grant for cause at any time before completion of the program when it has determined that the grantee has failed to comply with the conditions of this agreement.
5. Financial management must comply with the requirements of OMB Circulars A-102 or A-110, whichever is applicable to your organization.
6. All grant expenditures are to be reasonable and allowable as determined by OMB Circular A-87 or A-122, whichever is applicable to your organization.
7. All grant expenditures are to be made in accordance with the grant application. Modifications must be requested and approved in advance.
8. Grant revenue and expenditure records must be maintained and made available to the Division of Emergency Management for audit.
9. Grantees shall comply with the audit requirements of the Single Audit Act Amendment of 1986 and OMB Circular A-133, to include the required submission of subgrantee's annual independent audit, as prescribed in sections 310 and 315 and section 320, paragraph f.

10. Grantees that are institutions of higher education, hospitals or other non-profit organizations shall comply with the audit requirements of OMB Circular A-110, Attachment F.
11. Required documentation for the performance of internal audits must be provided to the Division of Emergency Management within 30 days of request. Grant closeout is contingent upon DEM audit and resolution of any discrepancies.
12. Make requests for financial technical assistance, forms, or copies of applicable regulations to:

Division of Emergency Management
2525 S. Carson Street
Carson City, Nevada 89711
Attn: Cathy Ludwig
Telephone Number: (775) 687-7369

Signature

Emergency Manager

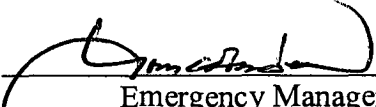
Date

5/16/05

Nevada Division of Emergency Management Program Assurances

1. Grantee/Sub-grantee must submit quarterly reports to the Division of Emergency Management within 30 days from the end of each quarter.
2. Grantee/Sub-grantee agrees to provide representation to the Division of Emergency Management's semi-annual director's conferences.
3. The Division of Emergency Management retains the right to terminate this grant for cause at any time before completion of the program when it has determined that the grantee has failed to comply with the conditions of this agreement.
4. Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the grantee in the performance of its obligations under this grant shall be the exclusive property of the State of Nevada and all such material shall be remitted to the state by grantee upon completion or termination of this grant.
5. If this grant funds any form of written or visual material that identifies Division of Emergency Management personnel, grantee must have prior approval of the Division of Emergency Management before publishing or finalization.
6. The grantee/sub-grantee shall neither assign, transfer nor delegate any rights, obligations or duties under this Notice of Grant Award without the prior written consent of Division of Emergency Management.
7. Grantee/sub-grantee agrees to indemnify and save and hold the state, its agents and employees harmless from any and all claim, causes of action or liability arising from the performance of this agreement by grantee or grantee's agents or employees.

Signature


Emergency Manager

Date

5/16/05

APPROVED AS TO FORM:


Date 4/26/05

Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005**DEPARTMENT: FIRE & RESCUE****DIRECTOR: DAVID WASHINGTON**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of authorizing the city's Emergency Management Officer to execute a grant award from the Nevada Division of Emergency Management for receipt of homeland security funds from the FY05 U.S. Office of Domestic Preparedness Urban Area Security Initiative Program - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This grant award from the Nevada Division of Emergency Management in the amount of \$43,172.44 is for the city's homeland security preparedness projects for citizens. The source of this funding is the FY05 U.S. Office of Domestic Preparedness Urban Area Security Initiative (UASI) Program. 100% federal funds, no match requirement.

RECOMMENDATION:

Las Vegas Fire & Rescue recommends approval.

BACKUP DOCUMENTATION:

Grant award documents

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351



OFFICE OF THE GOVERNOR

KENNY C. GUINN
Governor

April 22, 2005

City of Las Vegas
Tim McAndrew, Emergency Management Officer
500 N. Casino Center Blvd.
Las Vegas, NV 89101

RE: Office for Domestic Preparedness Homeland Security Grant Program (HSGP) awards for
Federal Fiscal Year 2005

Dear Mr. McAndrew:

The State of Nevada greatly appreciates the effort put forth by the City of Las Vegas in their application for the Office for Domestic Preparedness (ODP) FY 2005 Homeland Security Grant Program (HSGP).

I am pleased to enclose a Metropolitan Medical Response System (MMRS) award in the amount of \$227,592.00.

Please sign the original and confirmation copy of the enclosed grant award and retain the confirmation copy for your records. Please return the original to the Division of Emergency Management, 2525 South Carson Street, Carson City, Nevada, 89711.

Also enclosed for your convenience are copies of the Quarterly Reporting form and the Program Narrative Report document.

If you have any questions regarding these grants, contact the Division of Emergency Management at (775) 687-4240.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenny C. Guinn".

KENNY C. GUINN
Governor

ADuMond:sc

Enclosures

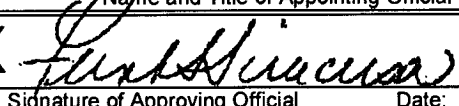
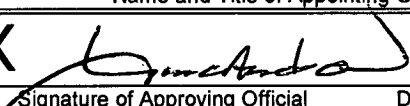
000 21

STATE OF NEVADA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

Grant/Award	
SUBGRANTEE: City of Las Vegas ADDRESS: 500 N. Casino Center Blvd. Las Vegas, NV 89101 PROJECT TITLE: ODP/05-Urban Area Security Initiative UASI GRANT PERIOD: 4/1/2005 3/31/2006	PROJECT NO: 9700805 FEDERAL GRANT FUNDS: \$43,172.44 MATCHING FUNDS: TOTAL: \$43,172.44

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Personnel		
Consultant/Contracts		
Travel		
Supplies/Operating		
Equipment		
Training		
Other	See attached spreadsheet	\$43,172.44
TOTAL		\$43,172.44

This award is subject to the requirements (federal, program and financial assurances) established by the federal government and Division of Emergency Management, Nevada Department of Public Safety. This award is subject to availability of federal funding.
Special Conditions: (If Applicable) This project is approved subject to such conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Frank S. Siracusa, Chief Name and Title of Appointing Official	Tim McAndrew, Emergency Management Officer Name and Title of Appointing Official
X  Signature of Approving Official Date: 4/21/05	X  05/16/05 Signature of Approving Official Date:

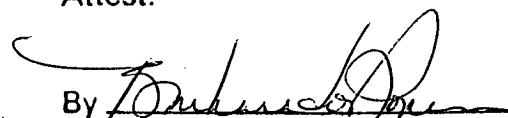
Form: OEM-001

APPROVED AS TO FORM:

Date: 4/26/05

CONFIRMATION COPY

Attest:

By 
BARBARA JO RONEMUS, City Clerk

F

FY05 DHS GRANT

City of Las Vegas

LINE#	ENTITY	DISCIPLINE	PRI	EQUIPMENT (Equip) TRAINING (TR) PLANNING (PLN) EXERCISE (EX)	AEL NUMBER	ITEM DESCRIPTION	QTY	UNIT COST	TOTAL COST	FUNDING SOURCE: SHSP, LEIAPP or CCP
142	CLV	Citizen		PLN/TR		Staffing Expenses for CERT Program	1	\$43,172.44	\$43,172.44	UASI
								TOTAL	\$43,172.44	

Federal Certified Assurances

Upon approval of an application, the applicant and the lead government unit hereby agree to the following Certified Assurances governing the awarding of funds made available under the Anti-Drug Abuse Act of 1988.

1. That: (A) funds granted as a result of this request are to be expended for the purposes set forth in this application and in accordance with all applicable laws, regulations, policies, and procedures of the State of Nevada and the Federal Emergency Management Agency; (B) no expenditures will be eligible for inclusion if occurring prior to the effective date of the grant; and (C) funds awarded by the Division of Emergency Management (DEM) may be terminated at any time for violations of any terms and requirements of this agreement.
2. As required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities, published as Part VII of the May 26, 1988 Federal Register, pages 19160-19211, the prospective primary participant(s) certify to the best of their knowledge and belief, that they and their principals:
 - 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) have not within a three year period preceding this proposal been convicted of or had a civil judgment 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; violated federal or state antitrust statutes or commission of records; made false statements, or received stolen property;
 - 3) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph b) above;
 - 4) have not within a three year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and
 - 5) if the prospective primary participant(s) cannot certify to any of the statements in paragraphs a) through d), they will attach a statement of explanation to this application.

3. That the federal formula grant funds made available under the Anti-Drug Abuse Act of 1988 will not be used to supplant state or local funds, but will be used to increase the amount of such funds that would, in the absence of federal funds, be made available for emergency management activities.
4. That the applicant will comply, including contracts with the applicable provisions of the Anti-Drug Abuse Act of 1988 and guidance of the Division of Emergency Management Programs "CCA General Program Guidelines CPG 1-3" and all other applicable federal laws, orders, circulars, or regulation.
5. The applicant certifies that the programs contained in its application meet all the requirements, that all the information is correct, and that the applicant will comply with applicable provisions of the Anti-Drug of 1988 and all other applicable federal laws.
6. That all fund accounting, auditing and program monitoring as may be necessary to keep such records as the DEM shall prescribe will be provided to assure fiscal control, proper management, and efficient distribution of funds received under the Anti-Drug Act of 1988.
7. That applicant assures that the fiscal accountability of the Anti-Drug Abuse funds (all sources, including federal, state and local match portions) will be managed to ensure compliance with DEM documentation, record keeping, accounting and reporting guidelines and will reside with that individual.
8. That the applicant and its contractors will comply with the nondiscrimination requirements of the Anti-Drug Abuse Act of 1988; Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Emergency Management 44 CFR Ch 1- subgrant A-E; and the American Disabilities Act of 1992.
9. That in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the applicant will forward a copy of the finding to the Office of Civil Rights Compliance (OCRC), Office of Justice Programs.
10. That applicant will formulate an equal employment opportunity program (EEOP) in accordance with 44 CFR Part 16, and upon request, will submit a certification to the state that it has a current EEOP on file which meets the requirements therein. Applicants, upon request, will provide the name, address, and phone number of an Equal Employment Opportunity contact person, who has lead responsibility in

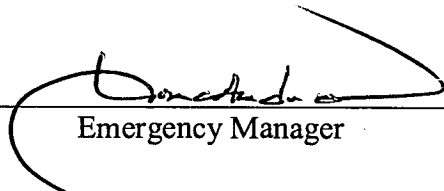
ensuring that all applicable Equal Employment Opportunity requirements are met and who acts as liaison to DEM in such matters.

11. That audit requirements as specified in OMB Circular A-133, Audits of State and Local Governments, or OMB Circular A-110, Attachment F, will be followed.
12. The applicant assures that it will comply with federal laws and regulations applicable to federal assistance programs and with provisions of 44 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 13, Administrative Review Procedure; Part 14, Part 16, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 10, Procedures for Implementing the National Environmental Policy Act; and Part 9 Floodplain Management and Wetland Protection Procedures.
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Signature



Emergency Manager

Date

5/16/05

APPROVED AS TO FORM:



Date

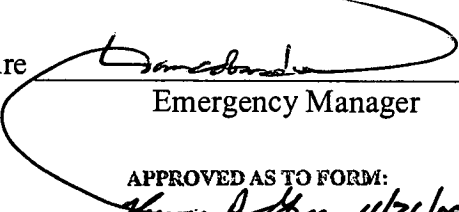
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Division of Emergency Management
2525 S. Carson Street
Carson City, Nevada 89711
Attn: Cathy Ludwig
Telephone Number: (775) 687-7369

Signature


Emergency Manager

Date

5/16/05

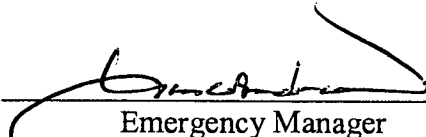
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Date

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7. Grantee/sub-grantee agrees to indemnify and save and hold the state, its agents and employees harmless from any and all claim, causes of action or liability arising from the performance of this agreement by grantee or grantee's agents or employees.

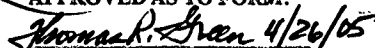
Signature


Emergency Manager

Date

5/16/05

APPROVED AS TO FORM:


Date 4/26/05

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: HUMAN RESOURCES**DIRECTOR: F. CLAUDETTE ENUS**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

Approval of payment for a Permanent Partial Disability award - Claim WC04070172 - as required under the workers' compensation statutes (\$26,747 - Workers' Compensation Internal Service Fund)

Fiscal Impact:

☐	No Impact	Amount:	\$26,747.00
☒	Budget Funds Available	Dept./Division:	Human Resources/Insurance Services
☐	Augmentation Required	Funding Source:	Workers' Compensation Internal Service Fund

PURPOSE/BACKGROUND:

A City of Las Vegas Senior Recreation Assistant sustained an industrial right knee injury when she came down on her leg and felt her knee pop while instructing a dance class. She has been evaluated by a state authorized rating doctor who determined that the injury resulted in a 10 percent whole person impairment.

RECOMMENDATION:

Approval of the permanent partial disability award in the amount of \$26,747.

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: ORLANDO SANCHEZ**☒ **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 West Owens Avenue - Ward 5 (Weekly)

Fiscal Impact:

☒ 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

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

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 7th day of June, 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 Subrecipient; 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 therein 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.

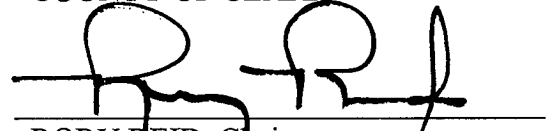
C. If the City or County fails to fulfill in a timely and proper manner its obligations under this Agreement, or if any agency violates any of the conditions or limitations of this Agreement, the City or County may suspend or revoke this Agreement, and terminate its participation in the Project at any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

PASSED, ADOPTED and APPROVED this 7th day of June, 2005.

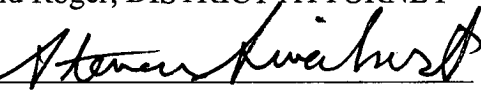
ATTEST:

COUNTY OF CLARK


SHIRLEY B. PARRAGUIRRE, County Clerk


RORY REID, Chairman
Board of County Commissioners

APPROVED AS TO FORM
David Roger, DISTRICT ATTORNEY

By: 
STEVEN SWEIKERT
Deputy District Attorney

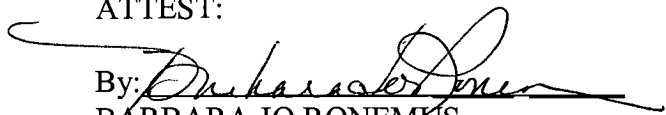
Date: May 18, 2005

CITY OF LAS VEGAS

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

Date: May 18, 2005

ATTEST:


By: 
BARBARA JO RONEMUS
City Clerk

Date: 4/13/05

APPROVED AS TO FORM:
BRAD JERBIC, CITY ATTORNEY

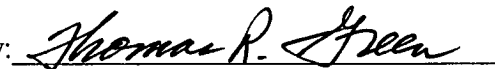
By: 
Deputy City Attorney

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/stripping/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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval to appraise and purchase or condemn right-of-way/easement parcels for the Gowan North Channel - Phase IV Project between El Capitan Way and the Las Vegas Beltway on the Lone Mountain Road alignment (\$90,000 - Clark County Regional Flood Control District [CCRFCD]) - County (near Wards 4 and 6 - Brown and Mack)

Fiscal Impact:

☐ No Impact	Amount: \$90,000.00
☒ Budget Funds Available	Dept./Division: Public Works/City Engineer
☐ Augmentation Required	Funding Source: CCRFCD

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Declaration of Utilization from the Bureau of Land Management for a portion of the Northeast Quarter of Section 19, Township 19 South, Range 60 East, Mount Diablo Meridian, for road, sewer and drainage purposes, 30 feet in width, generally located on the east side of Grand Canyon Drive, between Wittig Avenue and Haley Avenue, APN 125-19-501-009, 125-19-601-001 - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of First Supplemental Interlocal Contract 418a - Discovery Lane, Grand Central Parkway to Martin L. King, between the City of Las Vegas and the Regional Transportation Commission (RTC) to increase funding for engineering and encumber funding for construction (\$1,912,000 - Regional Transportation Commission) - Ward 5 (Weekly)

Fiscal Impact:

☐	No Impact	Amount:	\$1,912,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/City Engineers
☐	Augmentation Required	Funding Source:	RTC

PURPOSE/BACKGROUND:

First Supplemental Interlocal Contract 418a will increase funding for engineering and encumber funding for construction of Discovery Lane, Grand Central Parkway to Martin L. King. The RTC Board of Directors approved this contract at their April 14, 2005 meeting. Total cost for this project shall not exceed \$3,622,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

First Supplemental Interlocal Contract 418a

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT**DISCOVERY LANE, GRAND CENTRAL PARKWAY TO MARTIN L KING****BOULEVARD**

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this 18th day of May, 2005 by and between the CITY OF LAS VEGAS, and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Discovery Drive, Grand Central Parkway to Martin Luther King Boulevard, located wholly within the CITY, has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated July 11, 2002 for the design and construction of Discovery Drive, Grand Central Parkway to Martin Luther King Boulevard; and

WHEREAS, the CITY desires to encumber construction and construction engineering funding and to receive a revised Authorization to Proceed.

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

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

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

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way engineering, right-of-way negotiations and acquisition, utility relocation and construction shall not exceed \$3,622,000 which includes all of the above items.
2. The CITY will be granted a revised "Authorization to Proceed" for engineering at a cost not to exceed \$431,250, right-of-way drawings, descriptions and obtaining appraisals in an amount not to exceed \$60,000, right-of-way acquisition at a cost not to exceed \$1,300,000 and construction at a cost not to exceed \$1,830,750. The "Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

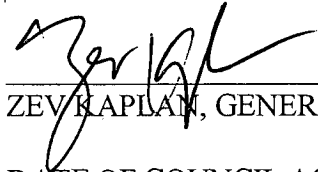
SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to June 15, 2006. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to be reimbursed.

All other terms of the Interlocal Contract dated July 11, 2002 shall remain unchanged.

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

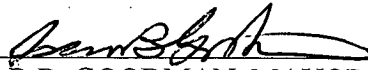
APPROVED AS TO LEGALITY AND FORM:

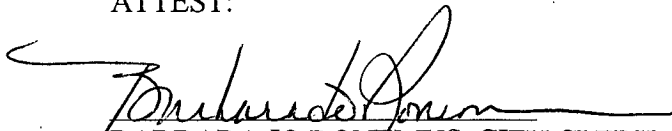

ZEV KAPLAN, GENERAL COUNSEL

DATE OF COUNCIL ACTION:

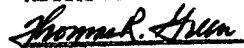
CITY OF LAS VEGAS

5-18-2005
ATTEST:

By: 
OSCAR B. GOODMAN, MAYOR


BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

 4/26/05
Date

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION

4/14/05
ATTEST

By: 
BRUCE L. WOODBURY, CHAIRMAN
Michael Mack


TONI MICHENER
EXECUTIVE ASSISTANT

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of Second Supplemental Interlocal Contract LAS10W04 - Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango Drive between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFGD) to reduce construction funding (-\$860,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Second Supplemental Interlocal Contract LAS10W04 will reduce construction funding for Lone Mountain System, Lone Mountain Detention Basin Outfall to Durango Drive. Construction costs for this project are being reduced due to the favorable bid being lower than originally anticipated. The CCRFGD Board of Directors approved this contract at their April 14, 2005 meeting. Total cost for this project shall not exceed \$2,940,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Second Supplemental Interlocal Contract LAS10W04

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT

LONE MOUNTAIN SYSTEM, LONE MOUNTAIN DETENTION BASIN OUTFALL TO DURANGO

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of April, 2005 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT" and the CITY OF LAS VEGAS, hereinafter referred to as "CITY".

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan, Structures No. GOLM 0000, GOLM 0049, GOLM 0101, and GOLM 0146 hereinafter referred to as "PROJECT"; and

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

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

WHEREAS, the CITY desires to increase construction management and reduce construction funding; and

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

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

Section II – PROJECT COSTS shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction management at a cost not to exceed \$220,000.
2. Construction at a cost not to exceed \$2,720,000.
3. The total cost of the contract shall not exceed \$2,940,000 which includes all of the items described in the paragraphs above.

RFCD

2005 MAR 22 AM 8:11

4. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
5. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraphs 13, 14, 15, and 16 shall be revised to read as follows:

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to June 1, 2006. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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The remainder of the interlocal contract dated February 12, 2004 and the supplemental interlocal contract dated July 8, 2004 shall remain unchanged.

Date of District Action:

REGIONAL FLOOD CONTROL DISTRICT

April 14, 2005
ATTEST:

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

Carolyn Frazier
CAROLYN FRAZIER, Secretary to the Board

Approved as to Form:

BY: Christopher Figgins
CHRISTOPHER FIGGINS
Chief Deputy District Attorney

Date of Council Action: CITY OF LAS VEGAS

5-18-2005
ATTEST:

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

APPROVED AS TO FORM:
Thomas R. Green 4/26/05
Date

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

RFCD

2005 MAR 22 AM 8:11

This is a detailed street map of a portion of Fort Worth, Texas. The map shows a grid of streets and major highways. Key features include:

- Highways:** I-75 (top left), I-40 (top right), and I-20 (bottom right).
- Streets:** Alexander (left), Hualapai (bottom left), Cheyenne (bottom), and Rampart (bottom right).
- Neighborhoods:** Lone Mountain (top right), Craig (center), Fort Apache (center), and Cheyenne (bottom).
- Blackout Areas:** A large blacked-out area is located in the upper left quadrant, covering parts of the Alexander and Hualapai streets. Another smaller blacked-out area is visible in the center, near the intersection of Alexander and Hualapai.
- Map Labels:** Various alphanumeric codes are scattered across the map, including GON00234, GON00183, GON00181, GON00117, GON00043, GON00062, GON00001, GON00000, GON00035, GON00052, GON00050, GON00049, GON00048, GON00047, GON00046, GON00045, GON00044, GON00043, GON00042, GON00041, GON00040, GON00039, GON00038, GON00037, GON00036, GON00035, GON00034, GON00033, GON00032, GON00031, GON00030, GON00029, GON00028, GON00027, GON00026, GON00025, GON00024, GON00023, GON00022, GON00021, GON00020, GON00019, GON00018, GON00017, GON00016, GON00015, GON00014, GON00013, GON00012, GON00011, GON00010, GON00009, GON00008, GON00007, GON00006, GON00005, GON00004, GON00003, GON00002, GON00001.

LAS10W04

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of Third Supplemental Interlocal Contract LAS10T02 - Gowan North System - Phase II (Alexander Road to Lone Mountain Road) between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCFCD) to increase funding for construction (\$600,000 - Clark County Regional Flood Control District) - Ward 4 (Brown)

Fiscal Impact:

☐	No Impact	Amount:	\$600,000.00
☒	Budget Funds Available	Dept./Division:	Public Works/Traffic Engineering
☐	Augmentation Required	Funding Source:	CCRFCFCD

PURPOSE/BACKGROUND:

Third Supplemental Interlocal Contract LAS10T02 will increase funding for construction of Gowan North System - Phase II (Alexander Road to Lone Mountain Road). Additional funding is necessary due to additional construction costs. The CCRFCFCD Board of Directors approved this contract at their April 14, 2005 meeting. Total cost for this project shall not exceed \$7,983,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Third Supplemental Interlocal Contract LAS10T02

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

**THIRD SUPPLEMENTAL INTERLOCAL CONTRACT FOR CONSTRUCTION OF
GOWAN NORTH SYSTEM – PHASE III
(ALEXANDER ROAD TO LONE MOUNTAIN ROAD)**

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into as of the 14th day of April, 2005 by and between the Clark County Regional Flood Control District, hereinafter referred to as “DISTRICT” and the City of Las Vegas, hereinafter referred to as “CITY”.

WITNESSETH

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

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2002 Master Plan, Structure No. GONO 0117, 0181 and 0183 hereinafter referred to as “PROJECT”; and

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

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

WHEREAS, the DISTRICT entered into an Entity Advance Funding Interlocal Contract for construction, construction management and FEMA Letter of Map Revision on July 11, 2002, a first Supplemental Interlocal Contract on August 14, 2003 which changed the funding source from the City to the District and a Second Supplemental Interlocal Contract dated May 20, 2004 to increase funding due the bid being higher than the engineer’s estimate; and

RFCD

2005 MAR 22 AM 8:11

WHEREAS, the CITY wishes to increase construction funding; and

WHEREAS, on June 14, 2001, the Board approved the PROJECT and set a priority for funding; and

WHEREAS, the DISTRICT entered into an Entity Advance Funding Interlocal Contract for construction, construction management, and FEMA Letter of Map Revision on July 11, 2002; and

WHEREAS, the DISTRICT now has sufficient funds for this PROJECT and is able to meet its obligation to fully fund the PROJECT; and

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

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

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

The DISTRICT agrees to fund PROJECT costs within the limits specified below:

1. Construction costs shall not exceed \$7,650,000.
2. Construction management shall not exceed \$283,000.
3. FEMA Letter of Map Revision shall not exceed \$50,000.
4. The total cost of this Contract shall not exceed \$7,983,000 which includes all items described in the paragraphs above.

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5. Sufficient DISTRICT funds are now available for the Project. Therefore, the DISTRICT is able to meet its obligation to fully fund the Project and reimburse the CITY for advanced Project costs, without interest, for eligible Project costs incurred after June 14, 2001.
6. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.
7. A written request must be made to the DISTRICT and a supplemental interlocal contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

SECTION III – GENERAL, paragraphs 13, 14, 15, and 16 shall be revised to read as follows:

13. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.
14. Any costs found to be improperly allocated to this PROJECT will be refunded by the CITY to the DISTRICT.
15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to November 10, 2005. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

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The remainder of the original Interlocal Contract dated July 11, 2002, the First Supplemental Interlocal Contract dated August 14, 2003 and the Second Supplemental Interlocal Contract dated May 20, 2004 shall remain unchanged.

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

Date Of District Action:

REGIONAL FLOOD CONTROL DISTRICT

April 14, 2005
ATTEST

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

Carolyn Frazier
CAROLYN FRAZIER
SECRETARY TO THE BOARD

Approved as to Form:

Christopher Figgins
CHRISTOPHER FIGGINS
CHIEF DEPUTY DISTRICT ATTORNEY

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

May 18, 2005
ATTEST

BY: Oscar B. Goodman
OSCAR B. GOODMAN, MAYOR

Barbara Jo Ronemus
BARBARA JO RONEUMUS, CITY CLERK

Approved as to Form:

Thomas R. Green 4/26/05
DEPUTY CITY ATTORNEY

RFCD

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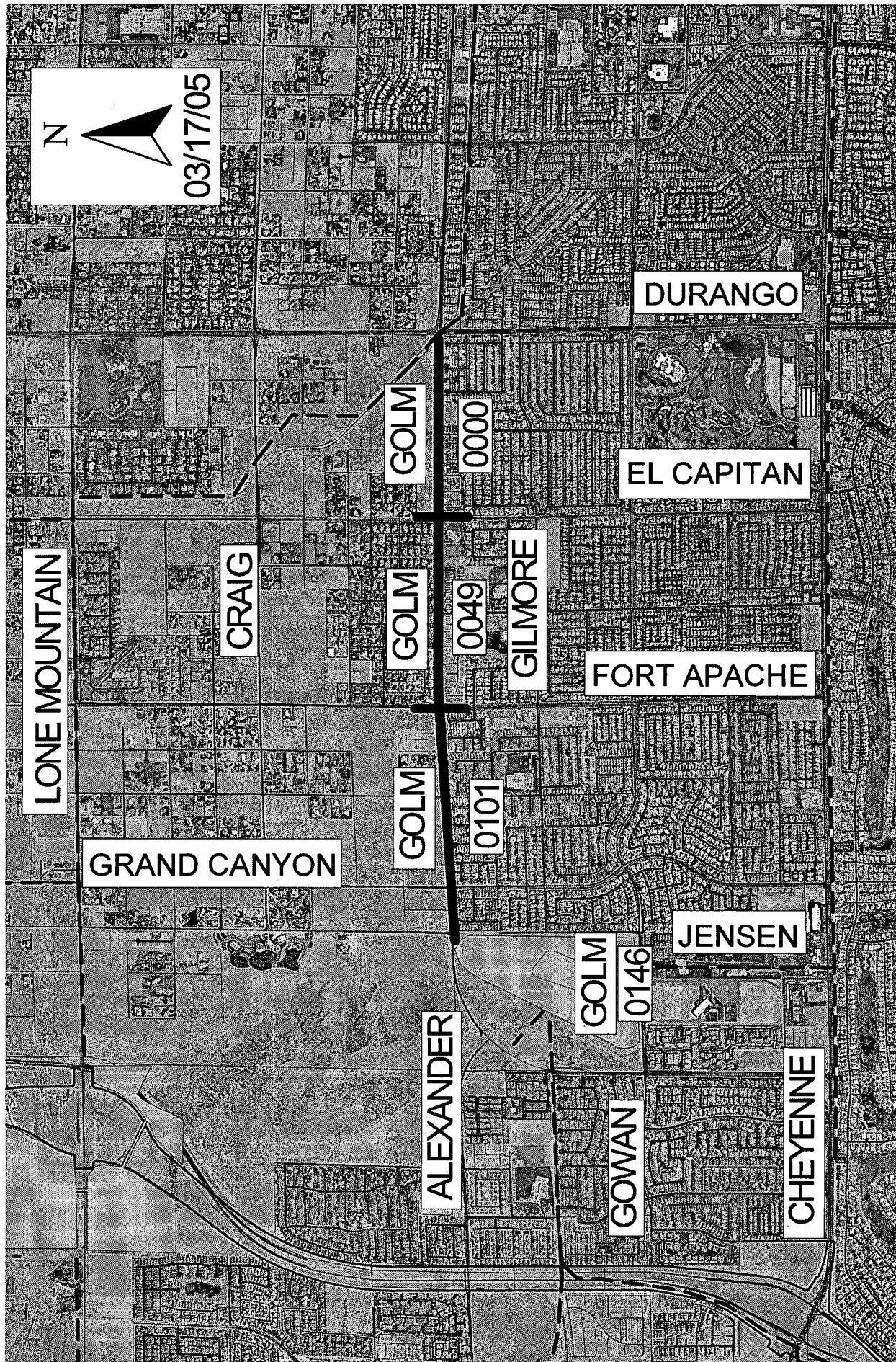


EXHIBIT A

Gowan Lone Mountain System

RFCD

2005 MAR 22 AM 8:11

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Easement and Rights-of-Way to Las Vegas Valley Water District, a Quasi-Municipal Corporation for a portion of Section 10, Township 21 South, Range 62 East, Mount Diablo Meridian for a water facilities easement to serve the Wastewater Treatment Plant located on the south side of Vegas Valley Drive, east of Hollywood Boulevard - APN 161-10-401-004 - County (near Ward 3 Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of a Sewer Connection and Interlocal Contract with Clark County Water Reclamation District - Development Consulting Service on behalf of Stevie D. Stower, Terry D. Stower and Charles Winder II, owners (northeast corner of Grand Canyon Drive and Regena Avenue, APN 125-30-501-006) - County (near Ward 6 - Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is to connect 4 single family dwellings located at the northeast corner of Grand Canyon Drive and Regena Avenue. The owners propose to connect to the 10-inch sewer line in Centennial 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:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

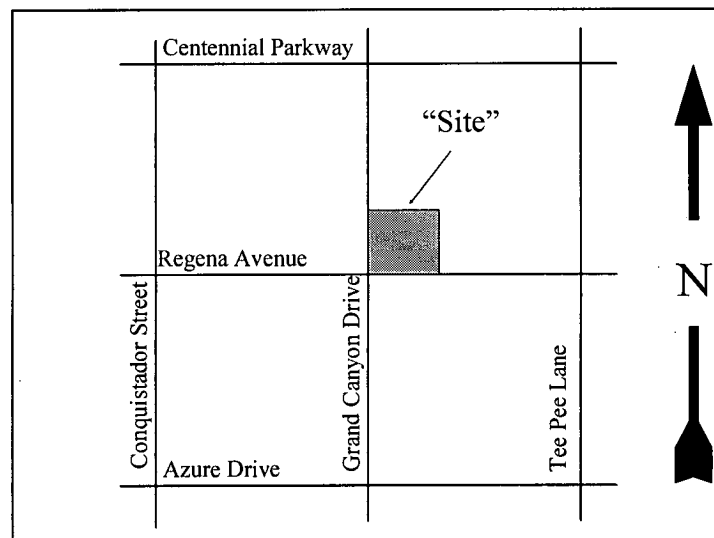
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

ITEM DESCRIPTION: APPROVAL OF SEWER CONNECTION AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT REQUESTED BY DEVELOPMENT CONSULTING SERVICE ON BEHALF OF STEVIE D. STOWER AND TERRY D. STOWER AND CHARLES WINDER II, OWNERS (NORTHEAST CORNER OF GRAND CANYON DRIVE & REGENA AVENUE)

VICINITY MAP



INTERLOCAL CONTRACT

THIS CONTRACT is entered into as of the 15th 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 Stevie D. & Terry D. Stowers and Charles Winder II; approximately 2.0 acres – vacant land; Parcel No. 125-30-501-006 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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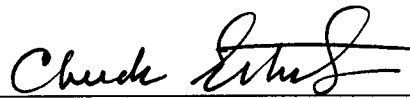
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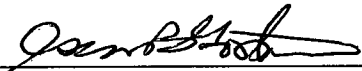
6. Each party warrants to the other that they have the authority and capacity to perform the provisions hereof.

WITNESS OUR HANDS the day and year first above written.

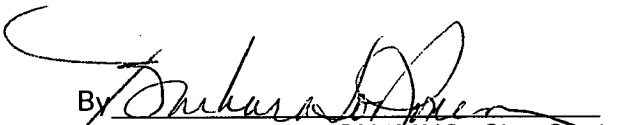
CLARK COUNTY WATER RECLAMATION DISTRICT

By 
CHUCK ETHRIDGE, Acting General Manager

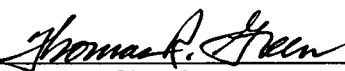
CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, Mayor

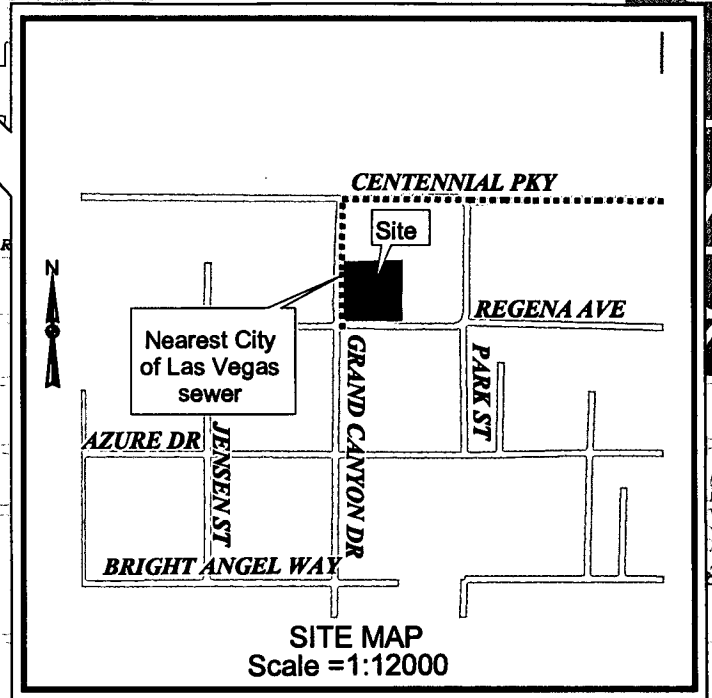
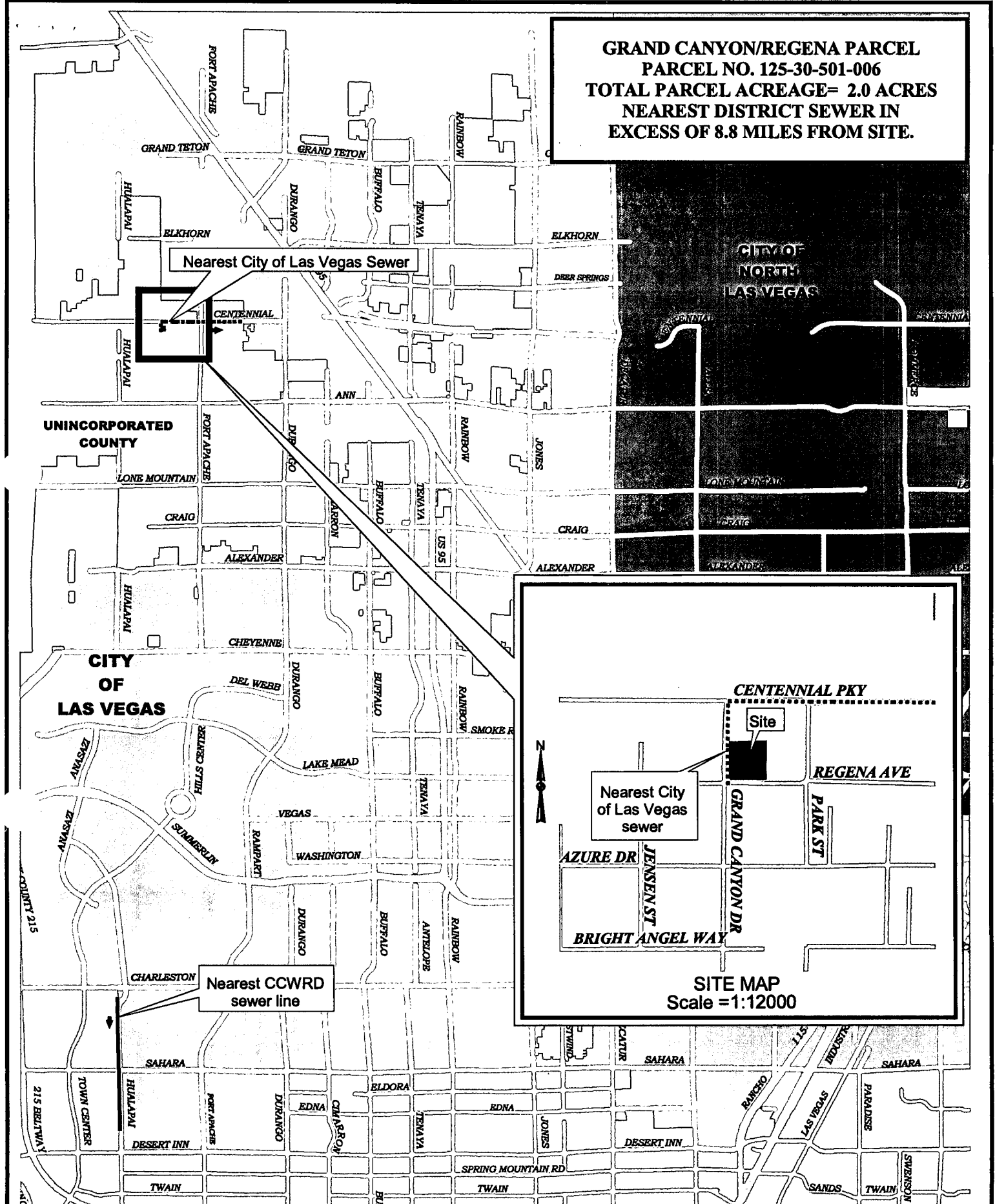
ATTEST:

By 
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

By  5/26/05
Deputy City Attorney

GRAND CANYON/REGENA PARCEL
PARCEL NO. 125-30-501-006
TOTAL PARCEL ACREAGE= 2.0 ACRES
NEAREST DISTRICT SEWER IN
EXCESS OF 8.8 MILES FROM SITE.



Scale = 1:96000



ILA #353 - EXHIBIT A

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Encroachment Request from Taney Engineering on behalf of Sandcastle Limited Partnership, owner (southeast corner of Farm Road and Tule Springs Road) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for an approximate 7 foot wide area of landscaping on the east side of Tule Springs Road extending southward from Farm Road for approximately 193 feet and landscaping at the southeast corner of Farm Road and Tule Springs Road consisting of trees, shrubs, ground cover and an irrigation system for a proposed Creative Kids establishment. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Copy of Encroachment Exhibit "A" (southeast corner of Farm Road and Tule Springs Road)

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

ENCROACHMENT EXHIBIT

PROJECT SITE

FARM

ELKHORN

CIMARRON

TULE SPRINGS

US 50

P.O.C.

W 1/16 S16

L1

L2

336.66'

5' S.W.

156.66'

134.34'

7' ENCROACHMENT

N 00°20'00" E

S 00°20'00" W

38'

N 04°44'26" E (R)

S 17°47'27" W (R)

N 40°12'30" W (R)

L3

L4

L5

L6

L7

125-16-301-001

LOT 1 OF PARCEL

MAP FILE 60, PAGE 25

LINE	BEARING	LENGTH
L1	S00°20'00"W	70.43'
L2	S89°40'00"E	43.00'
L3	S85°19'48"E	43.12'
L4	N00°20'00"E	36.49'
L5	S00°20'00"W	52.22'
L6	S85°15'34"E	38.34'
L7	N85°19'48"W	7.02'

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	25.00'	94°24'26"	41.19'	27.00'
C2	54.00'	94°24'26"	88.98'	58.32'
C3	20.00'	49°27'30"	17.26'	9.21'
C4	10.00'	72°32'33"	12.66'	7.34'

ROW

CL

50'

38'

5' S.W.

7' ENCROACHMENT

SCALE: 1"=60'

N

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of an Encroachment Request from Slater Hanifan Group on behalf of Pardee Homes Nevada, owner (northwest corner of Deer Springs Way and Fort Apache Road) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This request is for landscaping on the north side of Deer Springs between Fort Apache and Chieftain St., the northwest corner of Deer Springs and Fort Apache, the west side of Fort Apache between Deer Springs and Dorrell Ln., the southwest corner of Fort Apache and Dorrell and the south side of Dorrell between Fort Apache and Chieftain consisting of landscaping to meet Town Center landscaping requirements for the proposed Pardee Town Center Assemblage 55 #4. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Copy of Encroachment Exhibit "A" (northwest corner of Deer Springs Way and Fort Apache Road)
2. Copy of Encroachment Exhibit "B" (southwest corner of Fort Apache Road and Dorrell Lane)

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

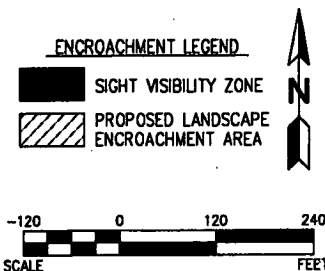
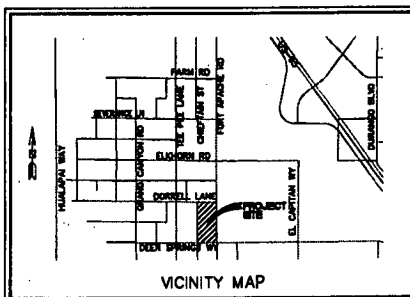
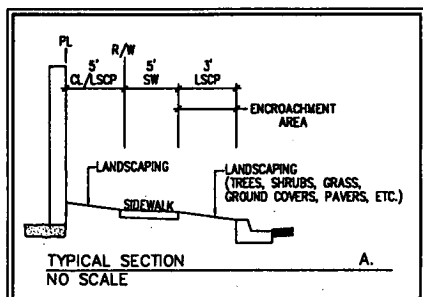
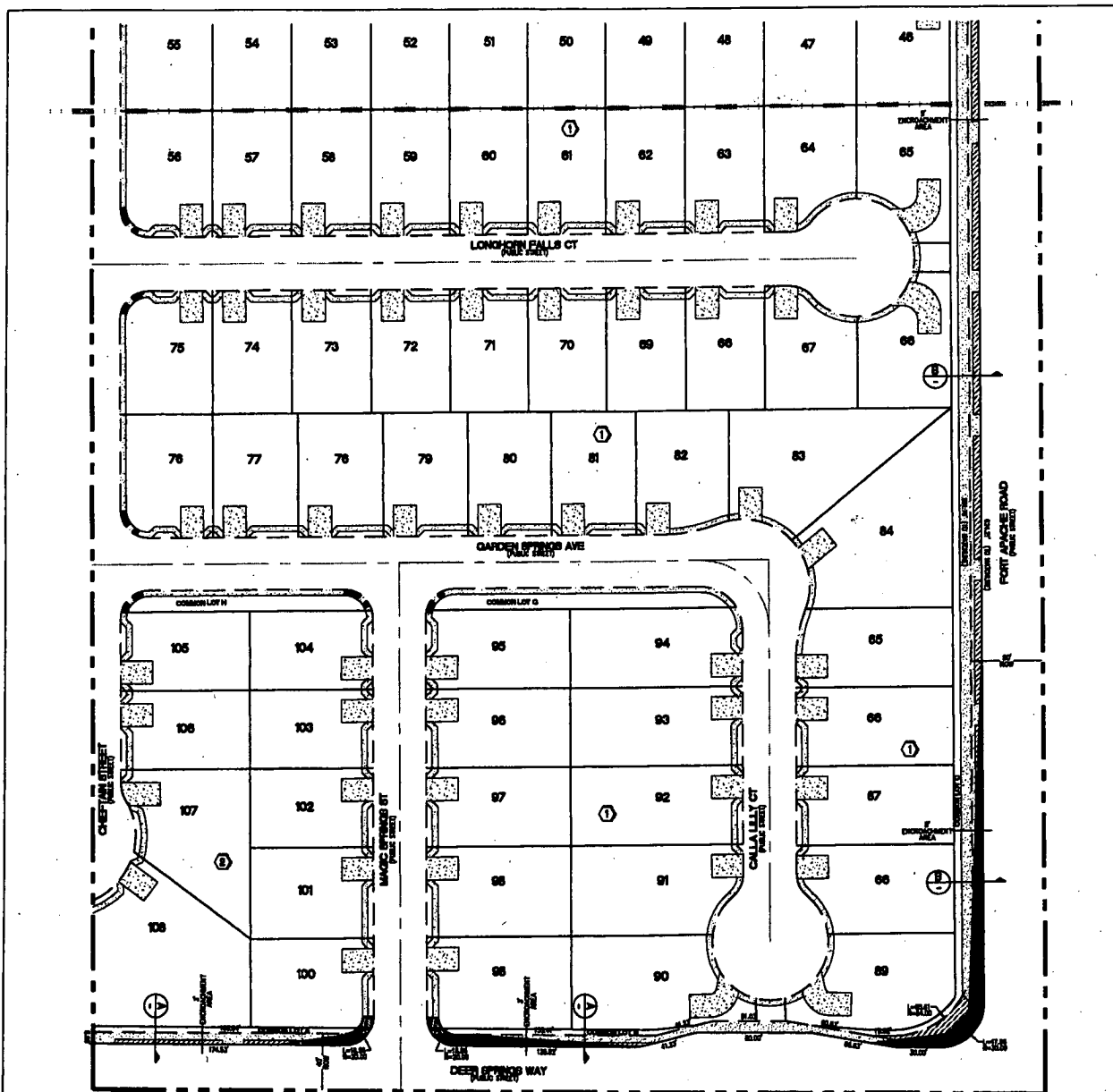
Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

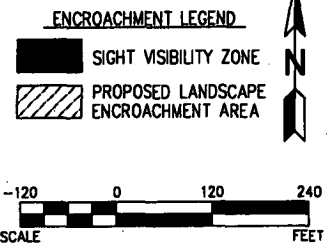
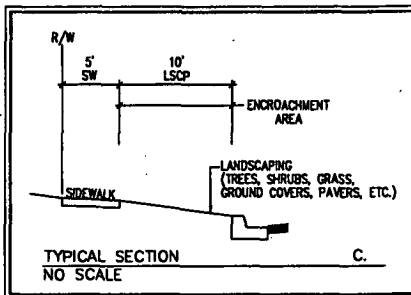
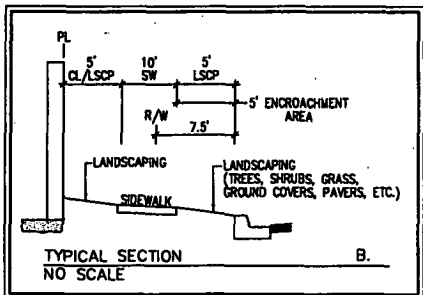
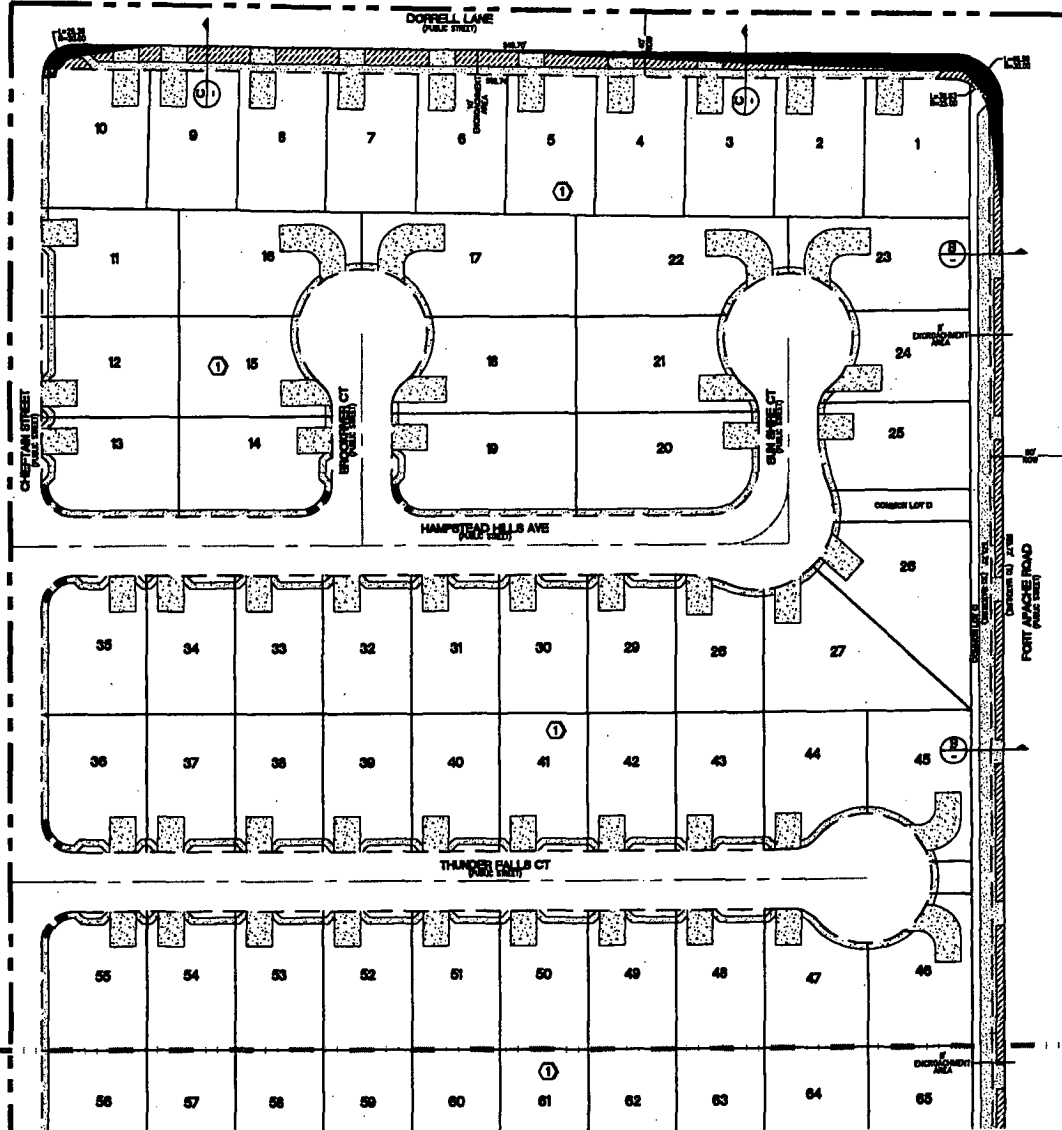
(9:48 - 9:50)

1-1351



PARDEE HOMES OF NEVADA TOWN CENTER L-TC 55 NO. 4 ENCROACHMENT EXHIBIT "A"

S-I-G SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399



PARDEE HOMES OF NEVADA
TOWN CENTER L-TC 55 NO. 4
ENCROACHMENT EXHIBIT "B"

S-I-G SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

AGENDA SUMMARY PAGE CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of an Interlocal Agreement with the Las Vegas Valley Water District for water service at the Centennial Hills Leisure Center located at 6601 North Buffalo Drive (\$277,799 - 2004 Recreation Bonds) - Ward 6 (Mack)

Fiscal Impact:

☐ No Impact	Amount:	\$277,799.00
☒ Budget Funds Available	Dept./Division:	Public Works/Eng. Integration
☐ Augmentation Required	Funding Source:	2004 Recreation Bonds

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before the Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed and the required fees paid.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
CENTENNIAL HILLS COMMUNITY CENTER**

THIS AGREEMENT made and entered into 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 is engaged in the development of real property located on the west side of Deer Springs Way, north Buffalo Drive, further described as Clark County Assessor's Parcel Number(s) 125-21-701-011, and has submitted plans for the development of a park, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a park and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a park, located on Deer Springs Way, north of Buffalo Drive. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

CENTENNIAL HILLS COMMUNITY CENTER

Utility Plan 1, 2, 3, 4, & 5

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.
- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. 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.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 18th
day of May, 2005.

APPROVED AS TO FORM:

Thomas R. Fran 4/21/05
City Attorney - DEPUTY

ATTEST:

CITY OF LAS VEGAS

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: Myrna Williams
MYRNA WILLIAMS, President
Board of Directors

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of an Interlocal Agreement with the Las Vegas Valley Water District for water service at Deer Springs Park Phase 2 located on the north side of Buffalo Drive east of Centennial Parkway (\$350 - Road and Flood Capital Projects Fund) - Ward 6 (Mack)

Fiscal Impact:

☐	No Impact	Amount:	\$350.00
☒	Budget Funds Available	Dept./Division:	Public Works/Eng. Integration
☐	Augmentation Required	Funding Source:	Fund Balance

PURPOSE/BACKGROUND:

A necessary part of this project is the installation of water service. Before the Las Vegas Valley Water District will sign the service connection documents and allow the City to install the water service, the Interlocal Agreement with conditional water commitment must be executed and the required fees paid.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

**INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
DEER SPRINGS PARK PHASE 2A**

THIS AGREEMENT made and entered into 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 is engaged in the development of real property located on the north side of Buffalo Drive, east of Centennial Parkway, further described as Clark County Assessor's Parcel Number(s) 125-21-601-009, 125-21-701-011, and has submitted plans for the development of offsite improvements, and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a park and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

- A. That this Agreement provides a water commitment on a conditional basis only for a future City park and other future City developments, located on Buffalo Drive, east of Centennial Parkway. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.
- B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.
- C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.
- D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

- E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

DEER SPRINGS PARK PHASE 2A
2635 & 2538 PZ Water System Plan & Profile

- F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.
- G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.
- H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.
- I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.
- J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.
- K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.
- L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.
- M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.
- N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

- O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.
- P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.
- Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.
- R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.
- S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.
- T. The District, its officers and employees shall be immune for any breach of this Agreement caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error (reference NRS 41.0321).

ARTICLE II

DISTRICT AGREES:

- A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.
- B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

ARTICLE III

IT IS MUTUALLY AGREED:

- A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.
- B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

- C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.
- D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:
 - 1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
 - 2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.
- E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.
- F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.
- G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.
- H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.
- I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.
- J. 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.
- K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.
- L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, age, or national origin, and shall take affirmative action to ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Federal Civil Rights Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the 18th
day of May, 2005.

APPROVED AS TO FORM:

Thomas R. Green 4-21-05

City Attorney - DEPUTY

ATTEST:

CITY OF LAS VEGAS

Barbara Jo Ronemus
BARBARA JO RONEMUS, City Clerk

BY: Oscar B. Goodman
OSCAR B. GOODMAN, Mayor

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

Patricia Mulroy
PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY: Myrna Williams
MYRNA WILLIAMS, President
Board of Directors

APPROVED:

Charles K. Hauser
CHARLES K. HAUSER, General Counsel

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of a Second Amendment to a Construction Management Agreement with TJ Consulting for Construction Management of the Washington and Buffalo Park Phase 1A and 1B located at Washington Avenue and Buffalo Drive (\$92,460 - Capital Project Funds) - Ward 4 (Brown)

Fiscal Impact:

☐	No Impact	Amount:	\$92,460.00
☒	Budget Funds Available	Dept./Division:	Public Works/Eng. Integration
☐	Augmentation Required	Funding Source:	Capital Project Funds

PURPOSE/BACKGROUND:

The City of Las Vegas is currently constructing Washington and Buffalo Park located on approximately 105 acres at Washington Avenue and Buffalo Drive. TJ Consulting is currently performing the construction management for the project. The original completion date for the project has not been met by the Contractor, and additional time is required by TJ Consulting for construction management. This second amendment will maintain their services until the job reaches substantial completion.

RECOMMENDATION:

That the City Council approve the negotiated Second Amendment to a Construction Management Agreement with TJ Consulting for Construction Management for Washington Buffalo Park Phase 1A and 1B in the amount of \$92,460.

BACKUP DOCUMENTATION:

Second Amendment to a Construction Management Agreement

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

SECOND AMENDMENT

THIS SECOND AMENDMENT is made and entered into this 18th day of May, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and TJ CONSULTING, a sole proprietorship (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant have entered into an Agreement dated December 3, 2003 and a First Amendment thereto dated September 15, 2004 (collectively the "Agreement"), retaining the Consultant for the purpose of providing construction management services in connection with the Project commonly know and referred to as, to wit: Washington Buffalo Park, Phase 1A and 1B, which is located at the intersection of Washington Avenue and Buffalo Drive, and

WHEREAS, subsequent to the execution of the First Amendment, the completion date of the Project has not been met by the Contractor, and additional time is required by the Consultant for construction management until the job reaches substantial completion;

WHEREAS, the parties hereto desire to amend the Agreement to provide additional compensation to the Consultant for additional construction management services which will be provided by the Consultant as a result of the contract extending beyond the original completion date;

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Exhibit "1" to the Agreement is hereby amended to delete in it's entirely the chart set forth therein which is entitled, to wit: Fee and Manhours Breakdown, and to insert in lieu thereof the chart attached hereto as Exhibit "1.A". The Consultant shall submit on a monthly basis to City's representative in writing a complete statement of the actual work completed, including any related costs thereto.
2. Exhibit "G" (Disclosure of Ownership/Principals) of the Agreement is hereby deleted and Exhibit "G" attached hereto inserted in lieu thereof.
3. All other provisions of the Agreement remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the Second Amendment to be executed in day and year first above written.

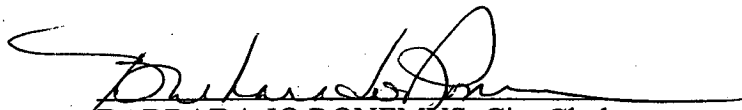
CITY OF LAS VEGAS

By:


OSCAR B. GOODMAN, Mayor

"CITY"

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 5/6/05
Deputy City Attorney Date

TJ CONSULTING

By:


TIMOTHY J. BLOND

"CONSULTANT"

EXHIBIT "1.A"

FEE BREAKDOWNAND MANHOURS BREAKDOWN

PHASE	FEE
January 2004	\$14,000.00
February 2004	\$14,000.00
March 2004	\$14,000.00
April 2004	\$14,000.00
May 2004	\$14,000.00
June 2004	\$14,000.00
July 2004	\$14,000.00
August 2004	\$14,000.00
September 2004	\$14,000.00
October 2004	\$14,000.00
November 2004	\$14,000.00
December 2004	\$14,000.00
January 2005	\$15,410.00
February 2005	\$15,410.00
March 2005	\$15,410.00
April 2005	\$15,410.00
May 2005	\$15,410.00
June 2005	\$15,410.00
July 2005	\$15,410.00
August 2005	\$15,410.00
September 2005	\$15,410.00
October 2005	\$15,410.00
November 2005	\$15,410.00
December 2005	\$15,410.00
Project Close Out	\$16,800.00
TOTAL	\$369,720.00

END OF EXHIBIT "1.A"

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
TJ Consulting	
Name Timothy J. Blond	
Address 1504 Willowbark Las Vegas, NV 89117	
Telephone 702-254-0626	
EIN or DUNS88-0456633	

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement: CM Contract: Washington Buffalo Park- Second Amendment	
RFP #:	

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

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

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Timothy J. Blond	1504 Willowbark Ct., Las Vegas, NV 89117	702-254-0626
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

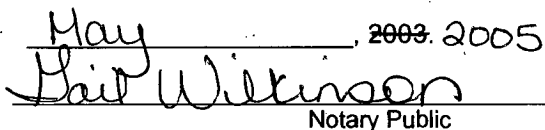


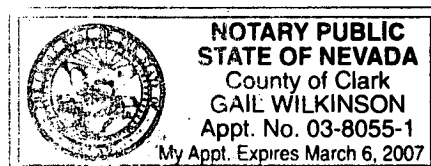
 Name

5.3.5

 Date

Subscribed and sworn to before me this 3rd day of

May, 2003. 2005

 Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Professional Services Agreement with Westar Architects for Design and Construction Supervision for the Water Pollution Control Facility (WPCF) Warehouse Expansion/Office located at 6005 East Vegas Valley Drive - (\$118,400 - Sanitation Fund) - County (near Ward 3 - Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$118,400.00
☒ Budget Funds Available	Dept./Division:	Public Works/Environmental
☐ Augmentation Required	Funding Source:	Sanitation Fund

PURPOSE/BACKGROUND:

The warehouse at the WPCF is in need of more space and an integral office. This contract with Westar Architects will design and supervise construction of the expansion. A separate contract for construction will go out to bid.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Professional Services Agreement

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

PROFESSIONAL SERVICES AGREEMENT FOR OFFICE / WAREHOUSE EXPANSION

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 18th day of May, 2005, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (the "City") and WESTAR ARCHITECTS, (the "Consultant").

RECITALS

WHEREAS, the City intends to construct **OFFICE / WAREHOUSE EXPANSION** (herein the "Project"), within the City of Las Vegas, for an estimated Construction Cost of **\$460,000.00**; and

WHEREAS, the City desires to retain the services of the Consultant for the purpose of providing the design and the preparation of the bid documents necessary for the construction of the Project, said services as set forth in this Agreement and **Exhibit "A"** (Scope of Services) attached hereto; and

WHEREAS, the Consultant hereby represents to the City that the Consultant is properly licensed pursuant to Chapter 623, 623A or 625 as required for the Project, of the Nevada Revised Statutes within the State of Nevada, and possess the special knowledge, skills and expertise to perform the services required herein.

NOW, THEREFORE, in view of the above premises, the City and the Consultant agree as set forth below:

ARTICLE 1: CONSULTANT'S BASIC SERVICES

1.1 GENERAL

1.1.1 The Consultant agrees to provide the services set forth in this Article and in **Exhibit "A"** (Scope of Services) and **Exhibit "B"** (Required Submittals), attached hereto.

1.1.2 The Consultant shall perform the services required under this Article as expeditiously as is consistent with professional Skill and care and the orderly progress of the Project. The Consultant shall submit for the City's approval a schedule for the Performance of services which may be adjusted as the Project proceeds, including allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The Consultant shall not, except for reasonable cause, exceed time limits established by this schedule approved by the City. The Time Schedule for Performance of the Consultant's services is set forth in **Exhibit "C"** (Performance Schedule) attached hereto.

1.1.3 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant. The City's approval of the Contract Documents shall not relieve the Consultant of any responsibility for the professional and technical accuracy of any documents prepared by the Consultant.

1.1.4 The City's review, approval, acceptance or payment for any of the services performed by the Consultant shall not be construed as a waiver of any rights of the City under this Agreement.

1.1.5 The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

1.1.6 The Consultant shall pay any and all damages, costs and expenses caused by, resulting from, or arising out of the negligent performance of the services required under this Agreement by the Consultant or sub-consultants.

ARTICLE 2: ADDITIONAL SERVICES

2.1 GENERAL

2.1.1 The services described under this Article shall only be provided by the Consultant if requested in writing by the City.

2.2 PROJECT REPRESENTATION BEYOND THE BASIC SERVICES

2.2.1 If more extensive representation at the Project site is required for the City's protection, the Consultant agrees to more Project Representatives to assist in carrying out the on-site responsibilities. Such Project Representatives shall be selected, employed and directed by the Consultant. The duties, responsibilities and limitation of authority of Project Representatives shall be the same as the Consultant.

2.2.2 The Consultant shall endeavor to further protect the City against defects and deficiencies in the construction of the Project through the observations by the Project Representatives, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Consultant as described elsewhere in this Agreement.

2.3 ADDITIONAL SERVICES

2.3.1 The Consultant agrees to revise the Contract Documents when such revisions are (i) inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents.

2.3.2 The Consultant agrees to provide services required because of significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule, except for services required under Section 6.2.5.

2.3.3 Providing consultation concerning the replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

2.3.4 The Consultant agrees to provide such services made necessary by the default of the Contractor, by major defects or deficiencies in the construction of the Project, by the Contractor, or by the failure of the performance of the Contractor under the Construction Contract.

2.3.5 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding, or other legal proceeding (except for City Council Meeting(s) or similar meetings when requested by the City).

2.3.6 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

ARTICLE 3: CITY'S RESPONSIBILITIES

3.1 The City shall provide full information regarding requirements for the Project, including a pre-design program, which shall set forth the City's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

3.2 The City shall confirm and update the overall budget for the Project, including the Construction Cost and any reasonable contingencies related thereto.

3.3 The City shall designate a representative authorized to act on the City's behalf with respect to the Project as provided in Section 10.2. Such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly progress of the Consultant's services.

3.4 The City shall furnish the services of consultants when such services are reasonably required by the scope of the Project and are requested by the Consultant.

3.5 The City shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

- 3.6** The City shall promptly notify the Consultant in writing of any fault or defect in the Project or nonconformance with the Contract Documents.
- 3.7** The proposed language of certificates or certifications requested of the Consultant or sub-consultants shall be submitted to the Consultant for review and approval at least 14 days prior to execution. The City shall not request certifications that would require knowledge or services beyond the scope of this Agreement.
- 3.8** The City shall guarantee access to, and make all necessary provisions for the Consultant to enter upon the Project site as may be required to perform the service under this Agreement.
- 3.9** The City and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals and other documents presented by the Consultant providing responses and decisions, promptly, in writing. The City shall advertise for proposals from qualified bidders, bid the Project, and pay all costs related to the bid process.

ARTICLE 4: CITY'S REVIEW PROCESS

- 4.1** Upon receipt of any documents furnished by the Consultant, the City's Project Manager shall have five (5) working days for preliminary review of such documents. The City's Project Manager will determine whether the documents comply with the scope of the Project. After the preliminary review, if the City's Project Manager determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are Professionally complete and appropriate, per AIA Standards, and Exhibit "B" attached, for each basic service phase submitted. The decision by the City's Project Manager in this matter shall be final.
- 4.2** If the City's Project Manager determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may; i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in Exhibit "B", that are sufficient, adequate and complete in the discretion of the City's Project Manager for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.
- 4.3** The City's review period in the Project Schedule shall not begin until the City's Project Manager determines that the documents presented by Consultant fully comply with the requirements for the Design Phase. After the City's Project Manager determines that the documents comply with such requirements, the City shall begin a review of the documents.
- 4.4** After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the final documents, and return the correction set with the corrected documents.
- 4.5** The Consultant shall review with the City alternative approaches to the design and construction of the Project. Prior to City's approval of the documents, Consultant shall furnish written responses to City's correction(s) comments(s) change(s), which state the action taken and reason for such action for each item presented by the City. After all such correction or changes have been made and comments have been addressed to City's satisfaction, the Consultant shall furnish one reproducible mylar set of all final documents to the City, including electronic media, complying with Item 7.1 herein.

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES COMPENSATION

- 5.1.1** The City agrees to pay the Consultant as compensation for the services provided under **Article 1** of this Agreement the amount of the fixed Fee for each of the phases set forth in Exhibit "D" (Fee Breakdown), which shall be paid pursuant to monthly invoices.
- 5.1.2** The Construction Phase Fee set forth in Exhibit "D" shall be paid based upon the percentage of construction completed for the Project.
- 5.1.3** In no event shall the total amount of compensation to be paid to the Consultant exceed the total fixed Fee set forth in Exhibit "D", unless written authorization is given by the City.

5.2 ADDITIONAL SERVICES COMPENSATION

5.2.1 The City agrees to compensate the Consultant for the Additional Services provided under **Article 2**, either a lump sum, or an hourly fee based upon the hourly fee schedule set forth in **Exhibit "E"** (Hourly Rate Schedule) attached hereto, whichever is approved in writing by the City. Additional Services shall not be compensated unless confirmed in writing by the City.

5.3 REIMBURSABLE EXPENSES

5.3.1 The Consultant has included all expenses in the fixed Fee compensation for Basic Services, and no Reimbursable Expenses are anticipated or authorized by this Agreement, except as may be specifically stated in **Exhibit "E"**. Reimbursable Expenses may include, if authorized by the City in writing and in advance of the occurrence of the expense, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings, Specifications and other documents beyond Basic Services, expense of renderings, models and mock-ups requested by the City beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless confirmed in writing by the City.

5.4 INVOICE

5.4.1 The Consultant may invoice for approved and completed work on a monthly basis. The City Project Manager will notify the Consultant of any problems regarding payment of the invoice within (14) days of the received invoice. If no notification or response is received from the City Project Manager within the stated period of time, the Consultant shall expect prompt payment of the submitted invoice within a period of sixty (60) days. If the payment period exceeds sixty (60) days, the Consultant will contact the City Project Manager to resolve any problem or delay. If the resolution of any delay is not satisfactory to the Consultant, the Consultant may submit a seven (7) day written notice to the City. If payment is not received within the seven (7) day period, the Consultant may submit a request for approval of the following remedies: 1. Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. 2. The Consultant may petition the City for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by City Staff, may be exercised by the Consultant.

5.5 RETAINAGE

5.5.1 Upon approval, the City shall pay to the Consultant ninety-five percent (95%) of the amount of the monthly invoice with the remaining **five percent (5%)** being retained for the purpose set forth in the Section "Right To Off-Set" of this Agreement.

5.5.2 If the Consultant is delayed by conditions within its control, as determined by the City after consultation with the Consultant, the City shall have the right to increase the amount of the retainage up to **ten percent (10%)** until such time as the Consultant has complied with the Performance Schedule or presented an acceptable plan for such compliance.

5.6 RIGHT TO OFF-SET

5.6.1 The City's Project Manager may subtract or offset the unpaid invoice from the Consultant any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of the Consultant in the performance of the services under this Agreement including, without limitation, errors or deficiencies in the plans, drawings, specifications and other documents prepared by the Consultant. The City's Project Manager shall provide a written statement to the Consultant of the damages, costs and expenses, which have been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to the Consultant. If the Consultant disputes the right or amount of the deduction made by the City, the Consultant may file a claim pursuant to Section 8.3 of this Agreement.

5.7 FINAL PAYMENT

5.7.1 Upon completion by the Consultant of the services required under this Agreement, and acceptance of such services by the City, (which acceptance will not be unreasonably withheld,) the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services, including the retained percentages.

ARTICLE 6: CONSTRUCTION COST

6.1 DEFINITION

6.1.1 The Construction Cost shall be the total cost or estimated cost to the City of all elements of the Project designed by the Consultant. The

Construction Cost shall include the cost at current market rates of labor and materials furnished by the City and equipment design, specified, selected or specially provided for by the Consultant, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

6.1.2 The Construction Cost does not include the compensation of the Consultant and sub-consultants, the costs of the land, rights-of-way, financing or other costs that are the responsibility of the City as provided in Article 3.

6.2 RESPONSIBILITY FOR CONSTRUCTION COST

6.2.1 Evaluations of the City's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the City has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that the bids or negotiated prices will not vary from the City's Project budget or from the estimate of Construction Cost or evaluation prepared or agreed to by the Consultant.

6.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Consultant shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased by the amount of any increase in the Construction Cost occurring after execution of the Construction Contract.

6.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Consultant submits the Construction Documents to the City, the Project budget or fixed limit of Construction Cost may be adjusted by the Consultant to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

6.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 6.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the City shall (i) give written approval of an increase in such fixed limit; (ii) authorize re-bidding or renegotiating of the Project within a reasonable time, (iii) cooperate in revising the Project scope and quality as required to reduce the Construction Cost, or (iv) cancel the Project.

6.2.5 If the City chooses to proceed under option (iii) of Section 6.2.4, the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit. This modification of Contract Documents shall be the limit of the Consultant's responsibility arising out of the establishment of the fixed limit.

ARTICLE 7: OWNERSHIP OF DOCUMENTS

7.1 The Construction Documents and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use by the City of Las Vegas with respect to this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. However, the documents prepared as instruments of service are the property of the City except as prohibited by law and the City shall have unlimited access to such documents. The reports, plans, design concepts, information, data, and similar documents which are given, prepared or assembled by the Consultant or any consultants and subcontractors under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. In the event of the completion or termination of this Agreement, the City reserves the right to require delivery of any and all test results, evaluations, reports, drawings, specifications, studies and documents not in its possession and to engage a new consultant to recreate such documents. Any use of incomplete documents and any use of completed documents for other projects, without the specific written authorization from the Consultant, shall be at the City's sole risk.

7.2 The City retains contractual rights to all design concepts developed by the Consultant.

7.3 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

ARTICLE 8: ARBITRATION

8.1 FEE DISPUTES

8.1.1 Any Fee dispute arising under this Agreement which is not disposed of by mutual agreement between the parties shall be decided by the City Manager, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the City Manager shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes the City Manager a written request to appeal the decision. Upon receipt of such request, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach such an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City for such selection. The decision of the arbitrator, or arbitrators, as the case may be for the determination of any such appeal, shall be final and conclusive. The Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the work to be performed under this Agreement and in accordance with the City Manager's decision.

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

8.2 NON-FEE DISPUTES

8.2.1 All non-Fee claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to the performance of this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or the American Arbitration Association then existing unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent which contains a specific reference to this Agreement and which is signed by the City and the Consultant. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the City and the Consultant shall be specifically enforceable under the prevailing arbitration law.

8.3 CONSENT TO ARBITRATION

8.3.1 In the event that the City is named as a party to any arbitration action or commences an arbitration action against a party other than the Consultant, which arises out of, from, or is connected with the construction of the Project, or the performance of the Consultant's under this Agreement, the Consultant agrees and irrevocably consents, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. Any joinder of the Consultant is conditioned upon the handling of such arbitration in accordance with arbitration rules of the Nevada Arbitration Association or the American Arbitration Association. None of the time provisions imposed under subsections 8.3.2 and 8.3.3 apply to the joinder rights provided herein in such a way as to preclude the City from joining the Consultant as a party to any arbitration proceeding in which the City commences or is named as a party and which arises out of, or results from, the construction of the Project. If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, or participating in, the arbitration.

8.3.2 In order for the Consultant to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the City within sixty (60) days after the claim, dispute or other matter arises. In order for the City to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the Consultant within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

8.3.3 The filing of the aforementioned written notice shall preserve that party's right to arbitration, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the Nevada Arbitration Association or the American Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

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

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

8.3.6 By mutual written consent, in addition to and prior to arbitration, the parties may endeavor to settle disputes by mediation in accordance with the Mediation Rules of the Nevada Arbitration Association or the American Arbitration Association then existing. The sixty (60) day requirement for notice of arbitration shall be tolled between the dates of: (1) either party's receipt of a written request for mediation from the other party hereto; and (2) the requesting party's receipt of a written rejection of its request, or if not rejected, completion of the mediation itself.

ARTICLE 9: TERMINATION, SUSPENSION OR DEFAULT

9.1 CITY'S RIGHT OF TERMINATION FOR CONVENIENCE

9.1.1 The City shall have the right to terminate this Agreement without cause or default on the part of the Consultant and such termination shall become effective immediately upon service of notice as provided in Section 10.11. In the event of the termination of this Agreement pursuant to this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination in the amount determined by the Project Manager.

9.2 CITY'S RIGHT OF TERMINATION FOR CAUSE

9.2.1 Upon the occurrence of an Event of Default (hereinafter defined), the City shall have the right, without prejudice to any other right or remedy it may have at law or equity, to: (i) terminate this Agreement, suspend payment of all pending invoices otherwise due to Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City. The City may deduct from any balance due Consultant, the cost of completing this Agreement. If the City cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for the Project, or in the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, such excess shall be paid by the Consultant to the City within five (5) days of invoicing by City, or (ii) terminate this Agreement and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination.

9.2.2 For purposes of this Agreement, an "Event of Default" is deemed to have occurred if the Consultant:

- A.** Voluntarily terminates operations or consents to the appointment of a receiver, trustee or liquidator of all or a substantial portion of the Consultant's assets;
- B.** Be adjudicated bankrupt or insolvent, or file a voluntary petition in bankruptcy admitting in writing an inability to pay debts as they become due;
- C.** Make a general assignment for the benefit of creditors;
- D.** File a petition or answer seeking the reorganization of the Consultant or an arrangement with creditors or take advantage of any insolvency law; or if action shall be taken for the purpose of effecting any of the foregoing;
- E.** Suffer the levy or execution of any writ or warrant upon any property or an asset of the Consultant which continues unvacated and in effect for a period of thirty (30) days; or
- F.** Neglects to properly perform the services required hereunder in accordance with the time schedule which has been agreed upon between the parties hereto for the Project, and such Event of Default continues for seven (7) calendar days after written notice has been provided to the Consultant pursuant to Section 10.11.

9.2.3 In the event City performs, or hires others to perform, any of the services required under this Agreement because of the default of the Consultant, the cost thereof, plus an additional ten percent (10%) to cover City's overhead expenses, shall be promptly paid by the Consultant to the City.

9.2.4 The costs and expenses of completing the services of the Consultant shall be computed and audited by the Project Manager whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and the Consultant shall pay the costs of such audit.

9.2.5 The City reserves the right to offset any and all claims made by the Consultant for payment of Fees hereunder or the reimbursement of additional costs it incurred with any claims that City might have against the Consultant for failure to comply with any of the terms and conditions of this Agreement.

9.3 SUSPENSION BY THE CITY

9.3.1 If the Project is suspended by the City for more than thirty (30) consecutive days, the Consultant shall be compensated for services performed prior to issuance of the written notice of such suspension. When the Project is resumed, the Consultant's compensation shall be reviewed and, upon approval by the City, equitably adjusted to provide for expenses, if any, resulting from the interruption and resumption of the Project.

9.4 RIGHT OF TERMINATION

9.4.1 The Consultant shall have the right to terminate this Agreement if the Project is abandon by the City for more than 90 days, or the City fails to make payment to the Consultant for the services performed under this Agreement (unless there exists a dispute between the parties concerning such payment), and the Consultant has given 30 days written notice to the City of the failure to make such payment. In the event of termination as provided under this Section, the Consultant shall be compensated for any unpaid services rendered prior to the effective date of the termination, along with any unpaid Reimbursable Expenses.

ARTICLE 10: MISCELLANEOUS PROVISIONS

10.1 THE CITY'S PROJECT MANAGER

10.1.1 The individual designated as the Project Manager is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Project Manager. The City's Project Manager shall have complete authority to transmit instructions, to receive information, and to interpret and define the City's policies and decisions with respect to the materials, equipment elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that does not affect compensation.

10.2 THE CITY'S PROJECT REPRESENTATIVE

10.2.1 The individual designated as the Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Project Representative. The City's Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Project Manager, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The City Representative shall be responsible for written minutes of such meetings, and to distribute copies.

10.3 CONSULTANT'S EMPLOYEES AND SUBCONSULTANTS

10.3.1 The services required under this Agreement shall be performed the key employees, or by approved sub-consultants identified in **Exhibit "F"** (Key Personnel List). In the event a key employee or sub-consultant is unable to provide the services required under this Agreement for any reason, the Consultant will, with City approval, replace such personnel. If the Consultant fails to complete the replacement within (30) days, the City may terminate this Agreement for cause pursuant to Section 9.2 of this Agreement. The Consultant shall not substitute the key personnel or sub-consultants without thirty (30) days prior written approval from the City. Request for approval shall consist of written notification to the City, stating reason or reasons for the requested substitution. The City shall not unreasonably deny approval, unless the City adjudges the substitution not to be in the interest of the City or the scheduled completion of the Project.

10.4 STANDARDS OF PROFESSIONAL SERVICES

10.4.1 The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

10.5 CHANGES IN SCOPE OF THE PROJECT

10.5.1 The City's Project Manager may, at any time, issue written directions, which require an increase or decrease in the Basic Services to be performed under this Agreement. If any such direction results in a change in the amount or character of the work covered by the Fee compensation provided for under section 5.1, an equitable adjustment in such compensation shall be made without the need to obtain the approval of the City

Council if the contingent funds, if any, allocated for this Agreement by the City Council are sufficient to cover the compensation due the Consultant as the result of an increase in the scope of the Basic Services. Any claim of the Consultant for adjustment under this provision must be asserted by the Consultant in writing, as a Fee dispute under the provision of Article 8 thirty (30) days after the date the Consultant receives notification of such change. The City's Project Manager, if he determines that the facts justify such adjustment, may receive and consider such claim and may adjust the same at any time prior to the date on which the final settlement with the Consultant is to be made.

10.6 INSURANCE

10.6.1 The Consultant shall provide, and shall maintain in full force and effect, at all times during the period in which this Agreement is in effect, and for one (1) year after completion of the Project, the following insurance coverages:

Coverage for claims under the Nevada Industrial Insurance Act.
Professional liability insurance in an Errors and Omissions coverage in an amount of not less than \$1,000,000.

10.6.2 Consultant's insurance shall include the following:

Employer's liability and comprehensive general liability insurance shall include "all states" endorsements to the extent that the Consultant's work, or work under his direction, may require, the comprehensive general liability coverage shall contain no exclusion relative to damage to underground property.

10.6.3 The limits of liability for the Consultant's liability insurance shall not be less than:

Workmen's Compensation: Statutory.
Professional Liability Insurance: \$1,000,000.
Comprehensive General Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.
Comprehensive Automobile Liability - Bodily Injury and Property Damage: \$1,000,000 combined single limit.

Except for the coverages required for Professional Liability Insurance, above, the insurance coverages required herein shall name the City as an additional insured party.

10.7 COVENANT AGAINST CONTINGENT FEES

10.7.1 The Consultant hereby warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement by or through any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of the Consultant and bona fide established commercial or selling agencies which are maintained by the Consultant for the purpose of securing business and the existing of which, if any, has been fully disclosed to the City. For a breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.8 PATENT INDEMNITY

10.8.1 Except as is otherwise provided in this Agreement, the Consultant agrees to, and hereby does, indemnify the City and its officers, agents and employees against all liability, including costs and expenses, for the infringement upon any patents and/or copyright which have been issued by the United States which may arise out of the performance of this Agreement or out of the use or disposal, by or for the account of the City, of any of the supplies furnished, or any design construction work performed, hereunder or as a consequence hereof.

10.9 INDEPENDENT CONTRACTOR

10.9.1 It is hereby expressly agreed and understood that, in the performance of the services provided for herein, the Consultant and any other Consultant, who is employed by the Consultant hereunder shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall not be liable for salary, employment taxes, other statutory employee benefits, or other employee benefits; including but not limited to, insurance, sick leave, pensions and other payments or deductions to employee or employee unions of the Consultant or any other Consultant hired by the Consultant's employee(s). The City shall not be considered a guarantor of such payments.

10.10 SUCCESSORS AND ASSIGNS

10.10.1 The City and the Consultant each binds itself and each of its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect of all of the mutual covenants and promises in this Agreement contained; provided, however, that neither the City nor the Consultant may assign, sublet, or transfer its interest in and to this Agreement without the written consent of the other. Nothing contained herein shall be construed or operate as creating any personal liability on the part of any officer or agent of the City.

10.11 NOTICES

10.11.1 Any notice required to be given hereunder shall be deemed to have been given when (i) received by the party to whom it is directed by personal service, or (ii) deposited with the United States Postal Service addressed as follows:

CITY:	John Bettencourt Environmental Division Department of Public Works CITY OF LAS VEGAS 400 Stewart Avenue Las Vegas, NV 89101 Phone: (702) 229-6560 Fax: (702) 431-7611
CONSULTANT:	Patrick Klenk Westar Architects 701 Bridger Ave Ste 400 Las Vegas Nevada, 89101 Phone: (702) 878-0000 Fax: (702) 878-8430

10.12 CONFIDENTIALITY

10.12.1 The Consultant shall treat all information relating to the Project and all information supplied to the Consultant as confidential and proprietary information of the City and shall not permit its release by other parties or make any public announcement or release without the City's written authorization.

10.13 INDEMNITY

10.13.1 Notwithstanding any of the insurance requirements required under Section 10.6, and not in lieu thereof, the Consultant shall protect, indemnify and hold the City, its officers, employees, and agents (herein the "Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgements, attorney fees and court costs (herein the "Claims") which the Indemnitees, or any of them, may suffer as a result of, by reason of, or in consequence of, the negligent or intentional acts or omissions of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in performing the terms, conditions or covenants of this Agreement.

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

10.14 CONSULTANT WARRANTIES

10.14.1 The Consultant warrants that it has sufficient working capital to complete this Agreement with funds as disbursed from the City to the Consultant under the conditions of the Agreement, and is able to furnish; plant, tools, materials, supplies, equipment and labor and is experienced in and competent to perform the work contemplated by this Agreement; further the Consultant warrants that he is properly and professionally licensed to perform the work herein and is authorized and licensed to do business in the City of Las Vegas and the State of Nevada.

10.14.2 Consultant represents and holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

10.14.3 Consultant warrants that his service shall be year 2000 compliant, which means that to the extent the performance of the Agreement is dependent upon the Consultant's computer operations. Such computers' will continue functioning without interruption, and will continue to accurately process data and information necessary to the performance of this Agreement beyond 31 December 1999.

10.14.4 Consultant has, herein, pursuant to the requirements of resolution 79-99 (adopted by the City Council on 4 August 1999 and effective 1 October 1999) as amended by Resolution 105-99 (adopted by the City Council on November 17, 1999) disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than one (1%) percent interest in the Consultant or any principals of the Consultant. If the Consultant, or principals or partners are required to provide disclosure under federal law (such as the Securities and Exchange Commission Act or the Employee Retirement Income Act), and current copies of such federal disclosures are attached to **Exhibit "G"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City of Las Vegas in writing of any material change in the above disclosure on **Exhibit "G"**, within (15) days of such change.

10.15 SUBCONTRACTS

10.15.1 The Consultant agrees to include in all sub-contracts, in connection with sub-consultants, the conditions imposed under this Agreement, including the following:

A provision that the Consultant agrees to pay the sub-consultant when paid for that portion of the work by the City, that no liability arises on the part of the Consultant to the sub-consultant for payment of the subcontracted work until payment has been made by the City, and that if the City has paid the Consultant for subcontracted work; then the sub-consultant's only recourse is against the Consultant, not against the City, either through the institution of legal or equitable action or the attachment of any lien;

A provision that the sub-consultants have no more rights against the City than that of the Consultant;

A provision that the sub-consultant agrees to be bound by all the terms, conditions, and obligations of this Agreement unless the City has approved any deviations, changes, or modifications in writing;

A provision that the sub-consultant will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the Consultant; and

A provision that the sub-consultant agrees to be bound to the documents, "General Conditions" of the construction contract and "Division One" of the construction specifications, incorporated herein by this reference.

10.16 AGREEMENT

10.16.1 This Agreement shall be governed by the laws of the State of Nevada.

10.16.2 As between the parties to this Agreement, any applicable statute of limitations with respect to any act or failure to act by either party shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date which is determined to be the date of substantial completion of the Project; or, with respect to any act or failure to act which occur after such date, not later than the date of the issuance of the final certificate for payment for the Project.

10.16.3 The City and the Consultant waive all rights against each other and against the contractors, consultants, agents, and employees of the other for any damage, which is fully reimbursed by the required property insurance during construction. The City and the Consultant each shall require similar waivers from their respective contractors, consultants and agents.

10.16.4 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in the referenced General Conditions.

10.16.5 This Agreement was prepared after negotiations between the parties hereto, and shall be construed as drafted by both parties.

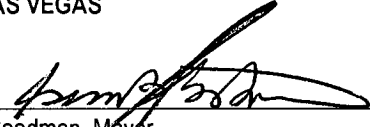
10.16.6 This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements; either written or oral. This Agreement may be amended only by a written instrument, which is signed by both the City and the Consultant and shall be in force and effect from and after the day on which the City gives notice to the Consultant to begin

the services required under this Agreement.

10.16.7 This Agreement shall remain in effect for one (1) year after the final payment for approved services has been issued by the City. Termination of this Agreement shall not release either party from any of the obligations herein, nor be construed to change the date or time on which a cause of action arising out of this Agreement would otherwise accrue under law.

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

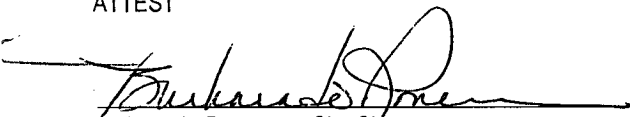
CITY OF LAS VEGAS

By 
Oscar Goodman, Mayor

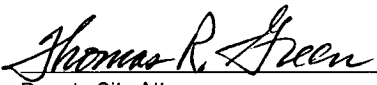
CONSULTANT

By 
Patrick Klenk, Westar Architects

ATTEST


Barbara Jo Ronemus, City Clerk

APPROVED AS TO FORM

 4/13/05
Deputy City Attorney Date

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT “ A ” SCOPE OF SERVICES

EXHIBIT “ B ” REQUIRED SUBMITTALS

EXHIBIT “ C ” PERFORMANCE SCHEDULE

EXHIBIT “ D ” FEE BREAKDOWN

EXHIBIT “ E ” HOURLY RATE SCHEDULE

EXHIBIT “ F ” KEY PERSONNEL LIST

EXHIBIT “ G ” DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein. The Scope of Service set forth in this Exhibit and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope will not impact Fee amounts unless increased scope or workload is encountered by the Consultant. If increased scope or workload is encountered, the Consultant is to notify the City in writing, and an adjusted fee will be negotiated prior to any work.

1.3 GENERAL REQUIREMENTS

1.3.1 All Drawings shall be prepared using AutoDesk's AutoCAD Release 14 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

1.3.2 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or approved equal".

1.3.3 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

1.3.4 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. The City will check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the agreement.

1.3.5 Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

1.3.6 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.3.7 All work shall be in full compliance with the applicable City of Las Vegas "Design Standards for Buildings, Parks, and Parking Facilities", incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project. The most current "Standards for Buildings, Parks and Parking Facilities", as supplied by the City within 10 days of the final execution of this contract will solely apply to the execution of this contract. Any modifications, updates, or new editions of the Standards are beyond the scope of this contract.

1.3.8 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

1.3.9 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting

decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

1.4 DEFINITIONS

1.4.1 "Construction Cost Estimate" as used herein is a forecast of construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

1.4.2 "Construction Budget" as used herein represents the dollar value for which funding will be obtained, including 5% bidding contingency and 10% construction contingency, and against which expenditures will be monitored.

1.4.3 "Drawings and Specifications" as used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The City shall provide the Consultant with:

2.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

2.2.2 Approved budget limitations for the Project. The City and the Consultant shall mutually agree upon a Construction Cost Budget for the work described herein prior to completion of the Schematic Design Phase.

2.2.3 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

2.2.4 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

2.2.5 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

2.3 The City shall:

2.3.1 Acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by the City.

2.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

2.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

2.3.4 Provide all required geotechnical studies and reports in a timely fashion so as to not delay the project.

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

3.1.1 Programming and Conceptual Design Phase

3.1.2 Schematic Design and Master Planning Phase

3.1.3 Design Development Phase

3.1.4 Construction Document Phase

3.1.5 Bidding Phase

3.1.6 Construction Administration Phase

3.1.7 Post Construction Phase

3.2 COST ESTIMATES

3.2.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the Consultant's estimates with the City's estimates.

3.2.2 If, at any time during the course of the Project, it becomes evident that the Construction Cost Estimate will exceed the Construction Cost Budget (developed by the City and agreed upon by the Consultant and the City), notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

3.3 DESIGN SUBMITTALS

3.3.1 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines.

3.4 GOVERNMENTAL AND AGENCY APPROVALS

3.4.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

3.4.1.1 General Plan Amendment. If requested by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required GPAs.

3.4.1.2 Rezoning. If required by the City, assist the City's Real Estate Division in the application preparation, supporting documentation and meeting representation for any required rezonings.

3.4.1.3 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

3.4.1.4 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits.

3.4.1.5 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

3.4.1.6 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

3.4.1.7 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Land Development Section, including a Drainage Compliance Report.

3.4.1.8 Traffic Study. If required, traffic studies shall be an Additional Service.

3.4.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final construction documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Project Manager on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

3.4.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

3.4.3.1 OAS NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Office of Architectural Services (OAS), acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for

a fair price. Furthermore, the Office of Architectural Services does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Office of Architectural Services. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

3.4.3.2 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

3.5 GEOTECHNICAL DATA

3.5.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

3.5.1.1 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

3.5.1.2 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

3.5.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

3.5.3 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for all unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

3.6 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

3.6.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the Consultant shall:

3.6.1.1 SURVEY. Prepare a boundary and topographic survey for the Project.

3.6.1.2 GENERAL REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

3.6.1.3 ARCHITECTURAL PROGRAM. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Architectural Program, which details all goals, needs, spatial, and adjacency requirements of the Project.

3.6.1.4 SITE UTILIZATION. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

3.6.1.5 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

3.6.1.6 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Architectural Program, Site Utilization Report, and Cost Estimate. Incorporate the City's review comments.

3.6.1.7 SUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Architectural Program, Site Utilization information, Construction Cost Estimate and a preliminary conceptual design site plan and building elevations. Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

3.7 SCHEMATIC DESIGN (SD) PHASE

3.7.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

3.7.1.1 REVIEW. Review the program, schedule and construction budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other and advise the City of any problem issues.

3.7.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule and construction budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Project Manager, alternative approaches to the design and construction of the Project.

3.7.1.3 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

3.7.1.4 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

3.7.1.5 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

3.7.1.6 SUBMITTAL. Prepare a formal Schematic Design Submittal. Schematic documents shall include site master plan, floor plans, elevations, sections, finishes and other drawings as necessary to describe the Project. Provide six (6) copies of the final documents from this phase.

3.7.1.7 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Schematic Design Submittal. Comments regarding the Schematic Design Submittal shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Schematic Design Submittal prior to the Consultant proceeding with the Design Development Phase.

3.8 DESIGN DEVELOPMENT (DD) PHASE

3.8.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

3.8.1.1 DOCUMENTS. Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

3.8.1.1.1 DRAWINGS:

3.8.1.1.1.1 Building data and code analyses.

3.8.1.1.1.2 Utility plans, including both on-site and off-site improvements.

3.8.1.1.1.3 Paving and grading plans, including on-site improvements

3.8.1.1.1.4 Architectural site plans.

3.8.1.1.1.5 Floor plans, indicating the size of rooms and furniture arrangements.

3.8.1.1.1.6 Reflected ceiling plans.

- 3.8.1.1.1.7 Roof plans.
- 3.8.1.1.1.8 Building elevations.
- 3.8.1.1.1.9 Building and wall sections.
- 3.8.1.1.1.10 Finish schedules.
- 3.8.1.1.1.11 Foundation plans.
- 3.8.1.1.1.12 Framing plans.
- 3.8.1.1.1.13 Heating, ventilating and air conditioning (HVAC) plans.
- 3.8.1.1.1.14 Plumbing plans.
- 3.8.1.1.1.15 Lighting plans.
- 3.8.1.1.1.16 Power plans
- 3.8.1.1.1.17 Low voltage system plans.
- 3.8.1.1.1.18 Signage plans.
- 3.8.1.1.1.19 Any other drawings necessary to describe the Project sufficiently, and to prepare an accurate cost estimate.

3.8.1.1.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

3.8.1.1.3 ESTIMATE. Prepare a detailed Construction Cost Estimate.

3.8.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Cost Estimate to the City's Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel.

3.8.1.3 SUBMITTAL. Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

3.8.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

3.9 CONSTRUCTION DOCUMENTS (CD) PHASE

3.9.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

3.9.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

3.9.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

3.9.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 70 percent and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost indicated by changes in the Construction Documents or resulting from a change in general market conditions.

3.9.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the contractor to complete the Work, to be used in the bid documents and construction contract.

3.9.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 70 percent and 100 percent CD Submittals.

3.9.1.6 CD SUBMITTALS. Provide ten (10) copies each of 70 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

3.9.1.6.1 Prepare 50 percent Construction Documents, including the following:

3.9.1.6.1.1 General

- 3.9.1.6.1.1.1** Completed title sheets, abbreviations, legends and site plans.
- 3.9.1.6.1.1.2** Responses to 100 percent Design Development review comments and incorporation into the documents as required.
- 3.9.1.6.1.1.3** Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
- 3.9.1.6.1.1.4** Reference of all applicable codes, Project data and design numbers for rated assemblies.

3.9.1.6.1.2 Civil

- 3.9.1.6.1.2.1** Existing facilities plans showing all existing topography and improvements.
- 3.9.1.6.1.2.2** Utility distribution plans with sizes of all new and existing utilities.
- 3.9.1.6.1.2.3** Rough grading plans.
- 3.9.1.6.1.2.4** Finish paving and grading plans.
- 3.9.1.6.1.2.5** Horizontal control plans
- 3.9.1.6.1.2.6** Details with references to the plans.
- 3.9.1.6.1.2.7** Final calculations required to meet all levels of completion.

3.9.1.6.1.3 Architectural

- 3.9.1.6.1.3.1** Floor plans with all dimensions and room finishes noted.
- 3.9.1.6.1.3.2** All door, window, hardware, and glazing schedules complete.
- 3.9.1.6.1.3.3** Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
- 3.9.1.6.1.3.4** All elevations and sections.
- 3.9.1.6.1.3.5** Enlarged plans of specific rooms or areas as needed to accurately portray the work.
- 3.9.1.6.1.3.6** Interior and exterior details.
- 3.9.1.6.1.3.7** All section and detail bubbles completed to indicate the location of the sections and details.

3.9.1.6.1.4 Structural

- 3.9.1.6.1.4.1** Foundation plans including all dimensions.
- 3.9.1.6.1.4.2** Intermediate floor framing plans with complete section cuts and detail references.
- 3.9.1.6.1.4.3** Complete section and detail sheets.
- 3.9.1.6.1.4.4** Completed and detailed roof framing plans.
- 3.9.1.6.1.4.5** Final calculations required to meet this level of completion.

3.9.1.6.1.5 Mechanical/Plumbing

- 3.9.1.6.1.5.1** All HVAC sizing (ducts and equipment).
- 3.9.1.6.1.5.2** All air flow quantities noted.
- 3.9.1.6.1.5.3** All mechanical equipment and fixture schedules completed.
- 3.9.1.6.1.5.4** All pipe sizes noted.
- 3.9.1.6.1.5.5** Cathodic protection requirements specified.
- 3.9.1.6.1.5.6** Points-of-connection including invert elevations.
- 3.9.1.6.1.5.7** Completed riser diagrams.
- 3.9.1.6.1.5.8** All control diagrams shown and completed.

- 3.9.1.6.1.5.9 All details completed and referenced to the plans.
- 3.9.1.6.1.5.10 Final calculations required to meet this level of completion.

3.9.1.6.1.6 Electrical

- 3.9.1.6.1.6.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
- 3.9.1.6.1.6.2 Required single line drawings.
- 3.9.1.6.1.6.3 Completed panel schedules.
- 3.9.1.6.1.6.4 Electrical room details showing equipment in plan and elevation.
- 3.9.1.6.1.6.5 All special systems including grounding wells.
- 3.9.1.6.1.6.6 All details completed and referenced to the plans.
- 3.9.1.6.1.6.7 Fire alarm riser diagrams and zone schedules.
- 3.9.1.6.1.6.8 Final calculations required to meet this level of completion.

3.9.1.6.1.7 Specifications

- 3.9.1.6.1.7.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
- 3.9.1.6.1.7.2 Final form technical specifications in CSI format.

3.9.1.6.2 Prepare 70 percent Construction Documents, including the following:

- 3.9.1.6.2.1 Complete drawings and specifications as required to reach a mid-point in the completion of the documents between the 70% and 100% requirements.

3.9.1.6.3 Prepare 100 Percent Construction Documents, including the following:

3.9.1.6.3.1 Drawings

- 3.9.1.6.3.1.1 Complete drawings containing all the information required for the 50 percent Construction Documents.

3.9.1.6.3.2 Specifications

- 3.9.1.6.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.3.3 Calculations

- 3.9.1.6.3.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

3.9.1.6.3.4 General

- 3.9.1.6.3.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 100 percent CD Submittal.
- 3.9.1.6.3.4.2 Identify the need for special inspection services and specify types of special inspection required in the construction documents.

3.9.1.6.4 Prepare Final Construction Documents, including the following:

3.9.1.6.4.1 Drawings

- 3.9.1.6.4.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

3.9.1.6.4.2 Specifications

- 3.9.1.6.4.2.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

3.9.1.6.4.3 Calculations

3.9.1.6.4.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

3.9.1.6.4.4 General

3.9.1.6.4.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" check set, confirming the quality control corrections to the Contract Documents.

3.9.1.6.4.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

3.10 BIDDING PHASE

3.10.1 With approval of the Construction Documents and of the latest preliminary estimate of the Construction Cost by the Consultant, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

3.10.2 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

3.10.2.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

3.10.2.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

3.10.2.3 Attend and participate in the Pre-bid meeting.

3.10.2.4 Participate in bid evaluation and recommendations.

3.10.3 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

3.11 CONSTRUCTION ADMINISTRATION PHASE

3.11.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, thirty (30) days after the date which is determined by the Consultant to be the date of Substantial Completion of the Project, whichever first occurs.

3.11.2 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

3.11.2.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in a "Partnering Meeting" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process. Attend and participate in weekly Construction Progress Meetings. Meeting dates, times, and place will be determined by the City.

3.11.2.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. Such visits shall be scheduled weekly with the City Representative and shall be attended by the designated representative of the Consultant. Consultant shall at all times have access to the site during construction of the Project.

3.11.2.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's Representatives. All agreements shall be between the City and the Construction Contractor.

3.11.2.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due thereunder. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon substantial completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

3.11.2.5 DOCUMENT REVISIONS. During construction, expeditiously furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for construction change directives required by errors or omissions. Construction change directive revisions shall be made on the CAD drawing or word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document. The Consultant shall maintain a log of all revisions to the documents.

3.11.2.6 INTERPRETATIONS. If requested by City, render interpretations which may be necessary for the proper execution or progress of the construction of the Project with reasonable promptness and render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

3.11.2.7 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" or "or approved equal" provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant is to cause no delay in the construction of the Project is mandatory for review and distribution. Re-submittal review and distribution time shall be prompt and not exceed seven (7) calendar days. After three (3) submittals, if the same item has not been approved, the City shall be notified of such.

3.11.2.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including Contractor fixes and alternate means of construction, field/site conditions and those deemed to be frivolous, out of scope, and as a result of the Consultant's errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor. The Consultant shall have seven (7) calendar days from receipt of an RFI to prepare and distribute a response to the City. The Consultant shall have two (2) days to prepare and distribute a revised response.

3.11.2.9 CHANGE ORDERS. If requested by the City, prepare and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents.

3.11.2.10 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

3.11.2.11 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

3.11.2.12 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

3.11.2.13 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

3.12 POST CONSTRUCTION PHASE

3.12.1 The Consultant shall:

3.12.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed reproducible mylar form to the City.

3.12.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant's shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

- 1.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

ARTICLE 2: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

- 2.1 Boundary and Topographic Survey.
2.2 Programming Report.
2.3 Conceptual Design Drawings.
2.4 Construction Cost Estimate.

ARTICLE 3: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

- 3.1 Schematic Design Drawings and Specification Outline.
3.2 Construction Cost Estimate.

ARTICLE 4: DESIGN DEVELOPMENT PHASE

- 4.1 Drawings and Specifications.
4.2 Presentation Drawings, mounted.
4.3 Materials Board.
4.4 Flood/Hydrology Report draft, if required by governing authorities
4.5 Construction Cost Estimate.

ARTICLE 5: CONSTRUCTION DOCUMENT PHASE

- 5.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
5.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
5.3 Nevada Power, Sprint, and Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
5.4 Construction drawings and specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with each submittal.
5.5 Building Permit Application.
5.6 Building Department and Land Development plan review permit applications.
5.7 Construction drawings and specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.
5.8 Table of Contents listing Sections 1 through 16, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
5.9 Drawing list with sheet title and issue date for each sheet.
5.10 Specifications contributing authors' stamp and signature sheet.

ARTICLE 6: BIDDING PHASE

- 6.1 Requested and necessary addenda.

ARTICLE 7: CONSTRUCTION ADMINISTRATION PHASE

- 7.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project.

The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.

7.2 Meeting Minutes if requested by the City's Project Representative.

7.3 Drainage Compliance Report.

ARTICLE 8: POST CONSTRUCTION PHASE

8.1 Final Record Drawings in both electronic and Mylar format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

- 1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement or the date that this Agreement is approved by the City Council, whichever occurs first.

ARTICLE 2: PHASE SCHEDULE

- 2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	28	Includes 2 week City review period.
Schematic Design	35	Includes 2 week City review period.
Design Development	35	Includes 1 week City review period.
Construction Documents	45	City review is concurrent with drawings. See notes below for definition of the Days for this phase.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	0	

- 2.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.
- 2.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 3: AVOIDABLE SCHEDULE DELAYS

- 3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.
- 3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.
- 3.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:
- 3.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.
- 3.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.

- 3.3.3 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.
- 3.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal, that this action is generally on the critical path of the Project schedule.
- 3.3.5 The Nevada Power Company design submittal precedes the Sprint submittal, and needs to occur a minimum of six (6) weeks prior to the submission of the building permit application for the Project. That the failure to submit the application as soon as the City has approved the site plan and the electrical engineer of record has estimated the electrical loads, generally results in the City having to bid and award the Construction Contract without the benefit of the power drawing, thus resulting in the need to proceed with the power construction work by change order rather than competitive bid during the Project bidding schedule, resulting in additional costs.
- 3.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application for the Project. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.
- 3.4 **The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief for this responsibility.**

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

PHASE	PERCENT	FEE	REMARKS
Programming and Conceptual Design	5%	\$5,920.00	
Schematic Design	10%	\$11,840.00	
Design Development	15%	\$17,760.00	
Construction Documents	42%	\$49,728.00	
Bidding	5%	\$5,920.00	
Construction	20%	\$23,680.00	[The combined Fee for Construction and Post Construction phases shall not be less than 20% of the total Fee.]
Post Construction	3%	\$3,552.00	
	TOTAL	\$118,400.00	

END OF EXHIBIT "D"

EXHIBIT "E"

HOURLY RATE SCHEDULE

CONSULTANT HOURLY RATES

The following hourly rates are to be used as the basis for negotiation of Additional Services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CLASSIFICATION	HOURLY RATE
Principal	\$175.00
Project Architect/Manager	\$85.00
Architect/Engineer	\$0
Designer	\$75.00
Specification Writer	\$0
Drafter/CAD Operator	\$55.00
Work Processor/Clerical	\$35.00

SUBCONSULTANT'S HOURLY RATES

Subconsultant: GRG Consulting Engineers	
CLASSIFICATION	HOURLY RATE
Principal	\$150.00 - \$200.00
Project Architect/Manager	\$90.00 - \$150.00
Architect/Engineer	\$65.00 - \$105.00
Designer	\$50.00 - \$80.00
Specification Writer	\$0
Drafter/CAD Operator	\$40.00 - \$60.00
Work Processor/Clerical	\$35.00 - \$50.00

Subconsultant: Alpha Engineering	
CLASSIFICATION	HOURLY RATE
Principal	\$200.00
Project Architect/Manager	\$130.00
Architect/Engineer	\$125.00
Senior Designer	\$90.00
Junior Designer	\$80.00
Drafter/CAD Operator	\$0
Work Processor/Clerical	\$80.00

Subconsultant: Engineering Structural Solutions	
CLASSIFICATION	HOURLY RATE
Principal	\$125.00
Project Architect/Manager	\$0
Architect/Engineer	\$90.00
Designer	\$0
Specification Writer	\$0
Drafter/CAD Operator	\$60.00
Work Processor/Clerical	\$40.00

ADDITIONAL SERVICES None authorized or anticipated as of the date of this Agreement. Site specific seismic testing and investigation to determine the structural requirements under the building code would be an additional service. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services.

REIMBURSABLE EXPENSES None authorized or anticipated as of the date of this Agreement. For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. This multiple includes all compensation for overhead and profit related to the reimbursable expenses.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

PROJECT MANAGER: John Bettencourt

PROJECT REPRESENTATIVE:

CONSULTANT'S PROJECT STAFF

The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

PROJECT REPRESENTATIVE: Michael Mageau

PRINCIPAL: Patrick Klenk

PROJECT ARCHITECT: Michael Mageau

CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

CIVIL ENGINEER: Akoha Engineering

STRUCTURAL ENGINEER: Engineering Structural Solutions

MECHANICAL ENGINEER: GRG Consulting Engineers

ELECTRICAL ENGINEER: GRG Consulting Engineers

LANDSCAPE DESIGN: N/A

COST ESTIMATOR: ECM

INTERIOR DESIGN: N/A

SKATEPARK DESIGN: N/A

AQUATIC DESIGN: N/A

GEOTECHNICAL ENGINEER: N/A

LAND SURVEYOR: N/A

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	<u>Contracting Entity</u>
Name WESTAR Architectural Group/NV, Inc.	
Address 701 Bridger Ave., Suite 400 Las Vegas, NV 89101	
Telephone (702) 878-0000	
EIN or DUNS	

Block 2	<u>Description</u>
<u>Subject Matter of Contract/Agreement:</u> Architectural and Engineering services for the office/warehouse expansion at the WPCF.	
RFP #:	

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

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

Block 4 Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Patrick J. Klenk – President	701 Bridger Avenue, Suite 400 Las Vegas, NV 89101	(702) 878-0000
2.	Paul C. Heretakis – Vice President	701 Bridger Avenue, Suite 400 Las Vegas, NV 89101	(702) 878-0000
3.	Shirley A. Fredenburg – Business Manager	701 Bridger Avenue, Suite 400 Las Vegas, NV 89101	(702) 878-0000
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: None

Date of Attached Document: _____ **Number of Pages:** _____

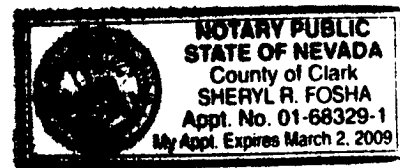
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Subscribed and sworn to before me this 6th day of

April, 2005.

Sheryl R. Fosh
Notary Public

[Signature]
Name
April 6, 2005
Date



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

Approval of a Contract Modification to Contract 28 - 2003 Facilities Improvement, with P.R. Burke for miscellaneous improvements at the Water Pollution Control Facility (WPCF) located at 6005 East Vegas Valley Drive (\$100,000 - Sanitation Fund) - County (near Ward 3 Reese)

Fiscal Impact:

☐ No Impact	Amount:	\$100,000.00
☒ Budget Funds Available	Dept./Division:	Public Works/Environmental
☐ Augmentation Required	Funding Source:	Sanitation Fund

PURPOSE/BACKGROUND:

The contingency funds for this contract require a supplement of \$100,000 to compensate for the cost of unanticipated emergency repairs and upgrades. Repairs include a failed trickling filter mechanism and failing old piping near the sludge pumping station rehabilitation tasks being conducted under this contract. Also, a contract modification to implement additional control automation in the sludge pumping stations will reduce operation and maintenance costs by standardizing the operating strategy across the WPCF.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Contract Modification

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: April 21, 2005

BID# 03.53541.28-LED

PURCHASE ORDER #: 218868

SUPPLEMENT: 1

MODIFICATION #: 1

NAME AND ADDRESS OF CONTRACTOR:

P.R. Burke Corp
5525 S. Valley View Blvd #10
Las Vegas, NV 89118**CONTRACT DESCRIPTION:**

Furnish all plant, labor, tools, equipment, and materials necessary for the construction of **Contract 28-2003, Miscellaneous Improvements – WPCF** all in strict accordance terms, conditions, and specifications of **Formal Bid #03.53541.28-LED**, and **P.R. Burke Corp** response to the Invitation to Bid.

DESCRIPTION AND REASON FOR MODIFICATION:

The contingency funds for this contract require a supplement of \$100,000 to compensate for the cost of unanticipated emergency repairs & upgrades. Repairs include a failed trickling filter mechanism and failing old piping near to the sludge pumping station rehabilitation tasks being conducted under this contract. Also, a contract modification to implement additional control automation in the sludge pumping stations will reduce O&M costs by standardizing the operating strategy across the WPCF.

CONTRACT CONTINGENCY AMOUNT: \$331,900.00

REMAINING: \$64,941.00

PRICE OF THIS MODIFICATION (WRITTEN): One Hundred Thousand Dollars

DOLLARS: \$100,000.00

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): ZERO

DAYS: 0

ORIGINAL COMPLETION DATE: May 18, 2005

NEW COMPLETION DATE: May 18, 2005

PRICE OF ORIGINAL CONTRACT: \$3,319,000.00

PRICE OF ALL PREVIOUS MODIFICATIONS: \$0 (# through)

PRICE OF THIS MODIFICATION: \$100,000.00

PRICE OF CONTRACT (INCLUDING THIS MODIFICATION): \$3,419,000.00

ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION (S), IF ANY, REMAIN THE SAME.

DEPARTMENT: DIRECTOR APPROVAL: _____

DIRECTOR GENERAL SERVICES APPROVAL: _____

DEPUTY CITY MANAGER APPROVAL: _____

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED:

MAYOR

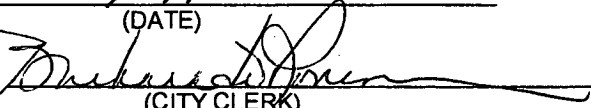


(SIGNATURE)

5/24/05

(DATE)

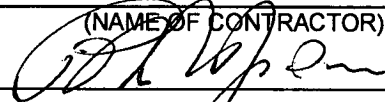
ATTEST:



(CITY CLERK)

(NAME OF CONTRACTOR)

BY

4/27/05
DATE

President

(TITLE)

CITY MANAGER APPROVAL

CHIEF, PURCHASING AND CONTRACTS DIVISION

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

Approval of an Interlocal Contract with Clark County for evaluation services relating to the Special Improvement District (SID) Hardship Determination Program (Approximately 28 hours at \$35 per hour/\$980 per year - Revolving Special Improvement District Fund) - All Wards

Fiscal Impact:

☐ No Impact	Amount:	\$980.00
☒ Budget Funds Available	Dept./Division:	Public Works/SID
☐ Augmentation Required	Funding Source:	Revolving SID Fund

PURPOSE/BACKGROUND:

Per NRS 271.357, the City is required to have a hardship evaluation process in place for those residents included in a City SID. This Interlocal with Clark County allows the City to use the services provided by Clark County Social Services to evaluate applications received by property owners requesting hardship assistance. Clark County Social Services is charging a fee of \$35.00 per hour to provide this service. The contract will run from July 1, 2005 through June 30, 2006 with the option to renew for four (4) one-year periods.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - UNANIMOUS with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

INTERLOCAL CONTRACT

This Interlocal Contract is made and entered into this _____ day, of _____ 2005, by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as COUNTY), and the CITY OF LAS VEGAS, NEVADA, a Municipal Corporation of the State of Nevada (hereinafter referred to as CITY).

RECITALS

WHEREAS, NRS 277.180 provides that any one or more public agencies 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 the contract is authorized by law to perform. Such a contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force. Such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, pursuant to NRS 271.357, the CITY may adopt procedures to provide property owners of properties in a CITY-designated special improvement district, a mechanism to obtain a hardship determination prior to final adoption of the assessment roll by the CITY Council; and

WHEREAS, CITY requires specialized assistance in evaluating hardship applications; and

WHEREAS, CITY desires to enter into a contract with COUNTY's Department of Social Service, which has the capacity, knowledge and skills to assist in evaluating hardship applications; and

WHEREAS, COUNTY's Department of Social Service has the capability to assist in implementing the CITY hardship determination procedures.

NOW, THEREFORE, in consideration of the premises contained herein, the parties agree to the following:

SECTION I: SCOPE OF WORK

Services to be performed by the COUNTY shall consist of the work described in Exhibit A, the Scope of Work, attached hereto.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

CITY agrees to pay COUNTY the rate identified in the Scope of Work (Exhibit A) for the performance of services.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause

1. Upon thirty (30) days written notice to all parties, a party to this Contract may terminate this Contract without cause prior to the date of termination set forth in paragraph E below.
2. Upon such early termination, the CITY will pay COUNTY that portion of the compensation for services, which has been earned as of the effective date of termination.

B. Indemnity.

The CITY agrees, by entering into this Contract, regardless of the coverage provided by an insurance policy, to pay all costs necessary to indemnify, defend and hold COUNTY harmless from any and all claims, demands, actions, attorneys' fees, costs and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of CITY or its principals, employees, subcontractors or other agents while performing services under this Contract. CITY shall indemnify, defend and hold harmless the COUNTY for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

C. Governing Law

Nevada law shall govern the interpretation of this Contract.

D. Confidential Treatment of Information

COUNTY shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Contract.

E. Terms of Contract

CITY agrees to retain COUNTY for the period through June 30, 2006, with the option to renew for four (4) one-year periods. During this period, COUNTY agrees to provide services as required by CITY within the scope of this Contract.

F. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

To County: Clark County Social Service
 Darryl Martin, Director
 1600 Pinto Lane
 Las Vegas, NV 89106

To City: City Council of Las Vegas
 Mike Thompson, Supervisor
 Department of Public Works, Special Improvement District
 400 Stewart Avenue, 4th Floor
 Las Vegas, NV 89101

G. Amendments

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

H. Other Party Liability

COUNTY and CITY, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Contract for any act or omission of the other party.

I. Other Party Interest

This Interlocal Contract is not intended to create any rights, powers or interest in any party not participating in this Interlocal Contract. This Interlocal Contract is entered into for the exclusive benefit of the undersigned parties.

J. Headings

The headings of articles and sections contained in this Interlocal Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Contract.

K. Waiver or Breach

Any waiver or breach of any provision of this Interlocal Contract shall not be deemed a waiver of any other breach of the same or different provision.

L. Severability

In the event any provision of this Interlocal Contract is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Contract shall remain in full force and effect.

M. Non-Discrimination

In providing services under this Interlocal Contract, COUNTY and CITY shall not discriminate on the basis of race, color, sex, age, religion, national origin or handicap.

N. Independent Contractor

COUNTY and CITY are independent entities and nothing contained in this Interlocal Contract shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Contract.

O. Entire Interlocal Contract

This executed Interlocal Contract contains the entire agreement between COUNTY and CITY relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Interlocal Contract not expressly set forth in this Interlocal Contract are of no force or effect.

//
//
//

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

CLARK COUNTY

CITY COUNCIL OF LAS VEGAS

By: _____
RORY REID
Chairman

By: _____
OSCAR B. GOODMAN
Mayor

DATE OF COMMISSION ACTION:

DATE OF COUNCIL ACTION:

ATTEST:

ATTEST:

By: _____
SHIRLEY B. PARRAGUIRRE
County Clerk

By: _____
BARBARA J. RONEMUS
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Mark E. Wood
MARK E. WOOD
Deputy District Attorney

By: Bill Henry
BILL HENRY
Deputy City Attorney

EXHIBIT A
SCOPE OF WORK

- A. COUNTY, through the Department of Social Service, will assist in providing eligibility assessments and recommendations for approval or denial to the CITY, prior to the final adoption of the assessment roll by the CITY, for property owners of properties in a CITY-designated special improvement district (SID) and seeking a hardship determination.
1. COUNTY will contact property owner within two (2) working days of notification that a property owner is seeking hardship relief to begin eligibility determination.
 2. COUNTY will notify the CITY Special Improvement District Supervisor that a request has been made for hardship determination in a CITY-designated special improvement district.
 - (a) Notification will be in writing.
 - (b) Notification will include, at a minimum, the property owner's name, address, SID number, and application date.
 3. COUNTY will evaluate a property owner's eligibility for hardship determination using COUNTY standards.
 - (a) COUNTY will create a case file, paper/electronic, with information gathered to determine eligibility on formal applications for hardship determinations.
 - (b) Recommendations for approval or denial will be made in writing by COUNTY to the CITY's SID Supervisor.
 - (c) COUNTY will notify property owners of their right to appeal a denial and COUNTY will conduct a case review, if requested, as part of that appeal process.
 - (d) COUNTY will provide a representative to attend a City Council meeting to explain a SID hardship recommendation if notified at least five (5) working days in advance of the meeting.
 - (e) Recommendations for hardship determination should be completed and CITY notified at least fourteen (14) days prior to the council meeting that would include the final adoption of the final assessment roll for the pertinent SID. If a recommendation cannot be made within this time frame, COUNTY will notify CITY's SID Supervisor immediately.
 4. COUNTY will re-evaluate approved hardship deferments on a schedule set by the CITY.
 5. COUNTY will maintain records of approved hardship determinations for the life of the bond, or if no bonds are utilized for the term of the SID assessments, denied applications will be subject to the COUNTY's record retention policy.
- B. 1. CITY will notify COUNTY in writing of the creation of any special improvement district which may include homeowners seeking hardship determinations.
2. CITY will notify homeowners of the process to apply for hardship determination.
 3. CITY will provide COUNTY with the dates of the final adoption of assessment rolls of any and all pertinent special improvement districts at least one (1) month in advance of the City Council meeting at which the adoption will occur.

EXHIBIT A
SCOPE OF WORK

4. CITY will notify COUNTY at least five (5) days in advance if a COUNTY representative is needed to attend a City Council meeting to explain a hardship determination.
5. CITY will notify COUNTY if a property, approved for a special improvement district hardship, is sold or otherwise conveyed, thereby, invalidating a hardship eligibility.
6. CITY will review any changes in eligibility criteria for hardship determination with COUNTY before adoption of those changes.
7. CITY will print or bear the cost of providing any forms needed by COUNTY to fulfill its obligation under this contract.
8. If a hardship determination is granted by CITY, CITY will notify COUNTY of such grant and of the expiration date of the applicable bond issue.

C. COMPENSATION

1. CITY will, in exchange for the services described in Section A above, pay COUNTY, pro rata, \$35.00 per hour for COUNTY staff to determine hardship application eligibility or to attend City Council meetings in accordance with this contract. COUNTY will invoice the CITY's SID Supervisor indicating service date, homeowners' name, SID number, COUNTY staff name, task (e.g. eligibility determination, informational meeting, council meeting), and time expended, in no less than quarter hour increments.
2. All payments shall be due within sixty (60) calendar days after receipt of the invoice.
3. Invoice summaries shall be submitted to CITY's SID Supervisor by the tenth of each month for the preceding month's services, should any have occurred.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-49-2005 - Approval of a Resolution directing the City Treasurer to prepare the Second Assessment Lien Apportionment Report for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Construction and installation of at least four (4) travel lanes, median islands with dedicated left turn lanes, traffic control devices, curb and gutter, streetlights, commercial driveways, storm drain, water mains, water laterals, fire hydrants, and sewer laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-49-2005

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

RESOLUTION NO. R-49-2005

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. 1481 (EL CAPITAN WAY) 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. 5523 that was duly passed, adopted and approved by the City Council of the City (hereinafter the "City Council") on the 6th day of December, 2000, the City Council created "City of Las Vegas, Nevada, Special Improvement District No. 1481 (El Capitan Way)" (hereinafter the "District") for the purposes of providing for the installation of at least four (4) travel lanes, median islands with dedicated left turn lanes, traffic control devices, curb and gutter, streetlights, commercial driveways, storm drain, water mains, water laterals, fire hydrants, and sewer laterals. (hereinafter the "Project"), by defraying the entire cost and expense of the Project by special assessments, against the assessable lots and parcels of property within each assessment unit of the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271 et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

1 WHEREAS, by Ordinance No. 5679 that was duly passed, adopted and approved
2 by the City Council on the 17th day of March, 2004, the City Council assessed all of the
3 cost and expense of acquiring, constructing and installing the Project against the
4 assessable lots and parcels of property within the District that were benefited by the
5 Project; and

6 WHEREAS, NRS 271.425 provides that if any lot or parcel of property within a
7 special improvement district, which has been created by a municipality in the State, is
8 divided after a special assessment thereupon has been levied and divided into
9 installments and before the collection of all of the installments, the governing body of the
10 municipality may require the municipal treasurer to apportion the uncollected amount of
11 such special assessment among the several parts into which such lot or parcel has been
12 divided; and

13 WHEREAS, that certain lot and parcel of property, identified by the Clark County,
14 Nevada, County Assessor's parcel number as Parcel 125-20-510-003, and is situate
15 within the District, has been divided after the special assessments were levied and
16 divided into installments, and not all of those installments have been collected or
17 apportioned among other lots and parcels that may have been created out of said Parcel
18 after the assessments were levied; and

19 WHEREAS, the City Council desires, by this Resolution, to direct the City
20 Treasurer of the City (hereinafter the "City Treasurer") to apportion the uncollected and
21 heretofore unapportioned amounts of the special assessments that have been levied
22 upon the above-described Parcel among the several parts into which said Parcel has
23 been divided;

24 ///

1 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
2 Vegas, Nevada, at this regular meeting thereof being held on this 18th day of May, 2005,
3 as follows:

4 SECTION 1. That the City Treasurer be, and he hereby is, authorized,
5 empowered and directed to apportion, on an equitable basis, the uncollected and
6 unapportioned amounts of the special assessments that were, by virtue of the adoption
7 by the City Council of said Ordinance No. 5679, levied upon that certain lot and parcel of
8 property that is situate within the District and is identified by the Clark County, Nevada,
9 County Assessor's parcel number as Parcel 125-20-510-003, among the several parts
10 into which said Parcel has been divided.

11 SECTION 2. That the City Treasurer be, and he hereby is, further authorized,
12 empowered and directed to prepare, submit and file with the City Clerk of the City
13 (hereinafter the "City Clerk") a report of the apportionment that is required by Section 1 of
14 this Resolution.

15 SECTION 3. That the City Clerk be, and she hereby is, authorized, empowered
16 and directed to furnish a copy of this Resolution to the City Treasurer.

17 ///

18 ////

19 ///

20 ///

21 ///

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23 ///

24 ///

1 SECTION 4. That all resolutions, or parts thereof, that are in conflict with the
2 provisions of this Resolution be, and they hereby are, repealed.

3 PASSED, ADOPTED AND APPROVED this 18th day of May, 2005.

4
5 
6 OSCAR B. GOODMAN, Mayor

7 Approved as to form:

8
9
10 5 MAY 05 W Z Larry
Date Deputy City Attorney

11
12 ATTEST:

13 
14 BARBARA JO RONE MUS, City Clerk
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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-50-2005 - Approval of a Resolution approving the Second Assessment Lien Apportionment Report for Special Improvement District No. 1481 - El Capitan Way (Centennial Parkway to US-95) (Levy Assessments) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Construction and installation of at least four (4) travel lanes, median islands with dedicated left turn lanes, traffic control devices, curb and gutter, streetlights, commercial driveways, storm drain, water mains, water laterals, fire hydrants, and sewer laterals.

RECOMMENDATION:

It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:

Resolution No. R-50-2005

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

RESOLUTION NO. R-50-2005

A RESOLUTION RELATING TO CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1481 (EL CAPITAN WAY); APPROVING THE SECOND 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. 1481 (El Capitan Way)" (hereinafter the "District"), for the purposes of providing for the installation of at least four (4) travel lanes, median islands with dedicated left turn lanes, traffic control devices, curb and gutter, streetlights, commercial driveways, storm drain, water mains, water laterals, fire hydrants, and sewer laterals. (hereinafter the "Project"), by defraying the entire cost and expense of the Project, by special assessments, against the assessable lots and parcels of property within the District according to the benefits that would be derived from the Project by the respective lots and parcels that were to be so assessed, all in accordance with the provisions of Chapter 271 et seq., of the Nevada Revised Statutes (hereinafter "NRS") that provide therefor; and

WHEREAS, the City Council, pursuant to NRS 271.425, has directed the City Treasurer of the City (hereinafter the "City Treasurer") to apportion, on an equitable basis, the uncollected and heretofore unapportioned amounts of the special assessments that were levied upon that certain lot and parcel of property situate within the District and identified by the Clark County, Nevada, County Assessor's parcel number as Parcel 125-20-510-003, among the several parts into which said Parcel has been divided, and to

1 prepare, submit and file with the City Clerk of the City (hereinafter the "City Clerk") a
2 report of such apportionment; and

3 WHEREAS, the City Treasurer, on the 18th day of May, 2005, filed with the City
4 Clerk a copy of his report of such apportionment that is entitled "Second Assessment Lien
5 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
6 No. 1481 (El Capitan Way)"; and

7 WHEREAS, the City Council has reviewed that Report and has found the same, in
8 all respects, to be satisfactory;

9 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
10 Vegas, Nevada, at this regular meeting thereof being held on this 18th day of May, 2005,
11 as follows:

12 SECTION 1. That certain document entitled "Second Assessment Lien
13 Apportionment Report for City of Las Vegas, Nevada, Special Improvement District
14 No. 1481 (El Capitan Way)", a copy of which is attached as Exhibit "A", is hereby
15 approved and adopted, as and for the City's plan for the apportionment of the uncollected
16 and heretofore unapportioned amounts of the special assessments that were levied upon
17 that certain lot and parcel of property that is situate within the District and is identified by
18 the Clark County, Nevada, County Assessor's parcel number as Parcel 125-20-510-003,
19 among the several parts into which said Parcel has been divided.

20 SECTION 2. That the City Clerk is hereby authorized, empowered and directed to
21 record in the Office of the County Recorder of Clark County, Nevada, a copy of said
22 Report, together with a statement that the current payment status of any of the
23 assessments that are shown thereon may be obtained from the City Treasurer.

24 ///

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 18th day of May, 2005.


OSCAR B. GOODMAN, Mayor

Approved as to form:

5 MAY 05 W 7/ 
Date Deputy City Attorney

ATTEST:


BARBARA JO RONEMUS, City Clerk

APN: 125-20-510-003

RECEIVED
CITY CLERK

2005 MAY 18 A 11: 09

City of Las Vegas, Nevada
Special Improvement District No. 1481
(El Capitan Way)

SECOND ASSESSMENT LIEN APPORTIONMENT REPORT
(May 18, 2005)

RETURN TO:

City of Las Vegas
Department of Public Works
Special Improvement District - 4th Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

SECOND 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 125-20-510-003, in the amount of \$1,056,106.87, is hereby apportioned among the lots or parcels into which said parcel has been divided, as follows:

OWNER/DEVELOPER	LEGAL DESCRIPTION		PER PARCEL ASSESSMENT
	APN	LOT	
Montecito Pads, LLC	125-20-510-005	2-4 ¹	\$ 84,847.62
Montecito Marketplace LLC	125-20-510-007	2-3 ¹	\$ 133,333.49
Montecito Marketplace LLC	125-20-510-008	2-1 ¹	\$ 574,194.75
Montecito Pads, LLC	125-20-510-009	2-2B ²	\$ 100,646.99
Health Plan Nevada Inc.	125-20-510-010	2-2A ²	\$ 163,084.02
TOTAL			\$ 1,056,106.87

¹ of Record of Survey File 142, Page 86 as recorded in the Office of the County Recorder, Clark County, Nevada in Book 20041122 as Instrument 01139 recorded on November 22, 2004.

² of Record of Survey File 145, Page 15 as recorded in the Office of the County Recorder, Clark County, Nevada in Book 20050128 as Instrument 02360 recorded on January 28, 2005.

DATED this 18th day of May 2005.

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.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

RESOLUTIONS:

R-51-2005 - Approval of a resolution to refund surplus amounts of \$102,096.82 in Special Improvement District (SID) 411 - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Per NRS 271.429, surplus funds in excess of \$10,000 in a SID must be refunded. SID 411 has an excess of \$102,096.82. The City Treasurer has apportioned the refund to property owners of record on May 18, 2005.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

1. Resolution No. R-51-2005
2. Report of Apportionment

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

MINUTES:

There was no related discussion.

(9:48 - 9:50)

1-1351

RESOLUTION NO. R-51-2005

A RESOLUTION APPROVING THE APPORTIONMENT BY THE CITY TREASURER OF SURPLUS AMOUNTS REMAINING IN THE SPECIAL FUND CREATED FOR THE PAYMENT OF BONDS AND INTEREST FOR SPECIAL IMPROVEMENT DISTRICT NO. 411 (WARD 6).

Summary: Refunding Resolution

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, Nevada (hereinafter the "City Council" and the "City" respectively) has created by ordinance a special fund (hereinafter the "Fund"), to which Fund have been paid assessments for improvements made in Special Improvement District No 411 (WARD 6) (hereinafter the "District"), and from which Fund have been paid the principal, interest, and prior redemption premiums, if any, on the bonds relating to the District's improvements; and

WHEREAS, all outstanding bonds, principal, interest and prior redemption premiums, if any, of the District have been paid; and

WHEREAS, surplus amounts remain in the Fund, which surplus amounts must be refunded in accordance with Nevada Revised Statutes ("NRS") section 271.429; and

WHEREAS, no amounts were advanced from the City's general fund or surplus and deficiency fund for the payment of any bonds or interest thereon of the District; and

WHEREAS, the City Treasurer (hereinafter the "Treasurer") has determined the surplus remaining in the fund to be \$ 122,096.82; and

WHEREAS, the surplus is \$ 122,096.82 which exceeds \$10,000; and

WHEREAS, pursuant to NRS 271.429(1)(e)(1), when the surplus is more than \$10,000, the Treasurer must deposit \$10,000 in the Surplus and Deficiency Fund and apportion the amount of the surplus in excess of \$10,000 and administrative costs of among the tracts of land assessed in the District; and

WHEREAS, the remaining surplus, after deduction of the administrative costs and the \$10,000.00 deposited in the Surplus and Deficiency Fund, is \$ 102,096.82; and

WHEREAS, the Treasurer has apportioned the remaining surplus among the tracts of land assessed in the District, which apportionment is hereby reported to the City Council, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the approval by the City Council of the Treasurer's apportionment is required pursuant to

NRS 271.429 before the apportioned surplus may be made available for refund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK IN THE STATE OF NEVADA; THAT:

Section 1. The City Council hereby approves the apportionment of the surplus as prepared by the Treasurer and as found at Exhibit A.

Section 2. The Treasurer is hereby authorized to provide notice by mail and by publication of the availability of the surplus for refund, in the amounts found at Exhibit A.

Section 3. In accordance with NRS 271.429, the Treasurer shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and published at least once a week, for three consecutive weeks, by three weekly insertions, the first publication being at least 60 days prior to the end of the refund period wherein the owner or owners of record on the date specified by the notice of the tracts of land assessed in the District may request a refund. It shall not be necessary that the notice be published on the same day of the week in each of the three calendar weeks but not less than 14 days shall intervene between the first publication and the last publication. Such service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.429, the Treasurer shall also give written notice of the availability of the surplus for refund by mailing a copy of such notice in the United States mail, postage prepaid as first-class mail, to the last known owner or owners of record on the date specified by the notice of each tract within the District at his or her last-known address or addresses. Proof of such mailing shall be made by the affidavit of the Treasurer and such proof shall be filed with the City Clerk. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all claims for refund are perpetually barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the right to claim a refund.

Section 4. The notice provided for in NRS 271.429 and in Section 3 of this resolution shall be in substantially the following form:

(Start of Form)

Notice of the Availability of a Refund on Surplus Assessments in City of
Las Vegas, Nevada, Special Improvement District No. 411 (Ward 6)

NOTICE IS HEREBY GIVEN to the owners of property within City of Las Vegas, Nevada, Special Improvement District No. 411 (hereinafter the "District") and other interested persons that the City Council of the City of Las Vegas in the County of Clark, Nevada (hereinafter the "City" and "City Council" respectively), adopted on May 18, 2005, a resolution which approved the apportionment and refund of a portion of the amounts assessed against lots, tracts and parcels of land within the District (hereinafter the "Surplus") in accordance with Nevada Revised Statutes ("NRS") section 271.429.

The owner or owners of record on May 18, 2005 of each tract of land which was assessed in the District may claim the refund apportioned to such tract by filing a claim therefor with the City Treasurer within sixty (60) days after the date of the mailing of this notice (i.e., within 60 days of May 20, 2005). Thereafter, claims for such refund are perpetually barred.

Valid claims for refund filed in excess of the surplus available for each separate tract may be apportioned ratably among the claimants by the City Treasurer.

Dated this May 20, 2005.

City of Las Vegas
Mark Vincent, Treasurer
400 Stewart Avenue, 6th Floor
Las Vegas NV 89101
(702) 229-6321

*Parcel No. of property _____

*Amount of Surplus available for refund on this property \$ _____

(*Included in mailed, not published, notice.)

TO BE COMPLETED BY PROPERTY OWNER OF RECORD ON MAY 18, 2005

*Property Owners may use this Form to Request a Refund

Dear Mr. Vincent:

I am the property owner of record on May 18, 2005 of Parcel No. _____, found in Special Improvement District 411 (Ward 6).

I request that I be mailed a refund check in the amount of \$_____ as explained in your notice dated May 20, 2005

Signature

Print Name

Address

If mailed form must be notarized. If submitted in person, please bring two forms of identification.

Signature of Owner of Record on 5/18/05 _____ Date _____

This person is personally known or provided identifications:

Notary signature _____

Notary Stamp

Printed name _____ Date _____ My commission expires _____

RETURN TO:

City of Las Vegas
SID Collections
400 Stewart Avenue, 6th Floor
Las Vegas, Nevada 89101

(End of Form of Notice)

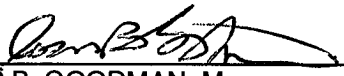
Section 5. Surplus amounts, if any, remaining after the payment of all valid claims filed with the Treasurer within the 60-day period will be transferred to the City's Surplus and Deficiency Fund.

Section 6. Valid claims for the refund filed in excess of the surplus available for each separate tract may be apportioned ratably among the claimants by the City Treasurer.

Section 6. 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 8. This resolution shall be effective on passage and approval.

PASSED and APPROVED on May 18, 2005



OSCAR B. GOODMAN, Mayor

Attest:



BARBARA JO RONEMUS, City Clerk

Approved as to form:

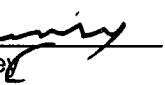
5 MAY 05 4 21 PM
Date Deputy City Attorney 

Exhibit A

**Special Improvement District No. 411
(Decatur Boulevard)
Assessment Roll No. 1992-1**

PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-01-705-001	Wellman Edgar E & Sheayle L 4240 N Decatur Blvd Las Vegas NV 89130-2704	\$ 7,463.14	\$ 1,098.53	\$ 782.11	\$ 1,880.64
138-01-705-002	Miller Darlene A %E Wellman 4240 N Decatur Blvd Las Vegas NV 89130-2704	\$ 1,797.37	\$ 264.56	\$ 188.36	\$ 452.92
138-01-705-003	Reddy Janampalli P & Rita F 4236 N Decatur Blvd Las Vegas NV 89130-2704	\$ 5,644.48	\$ 830.84	\$ 591.51	\$ 1,422.35
138-01-705-004	Langle Donald F 4232 N Decatur Blvd Las Vegas NV 89130-2704	\$ 4,871.11	\$ 717.00	\$ 510.47	\$ 1,227.47
138-01-705-005	Cage Harry Wesley & Connie 8257 Club Crest Dr Arvada CO 80005-2249	\$ 3,731.57	\$ 549.27	\$ 391.05	\$ 940.32
138-01-705-006	Cage Harry Wesley & Connie 8257 Club Crest Dr Arvada CO 80005-2249	\$ 3,754.61	\$ 552.66	\$ 393.46	\$ 946.12
138-01-705-007	Reiger Edmund G 4200 N Decatur Blvd Las Vegas NV 89130-2704	\$ 7,484.42	\$ 1,101.67	\$ 784.33	\$ 1,886.00
138-01-712-001	Z & Z Investment Company Ltd 3275 Pinks Pl Las Vegas NV 89102-8418	\$ 1,294.10	\$ 190.48	\$ 135.62	\$ 326.10
138-01-712-002	Susa Properties L L C Siefert Properties L L C 3275 S Jones Blvd #205 Las Vegas NV 89146-6783	\$ 2,949.93	\$ 434.21	\$ 309.14	\$ 743.35
138-01-712-003	R A 2 Las Vegas L L C %Lease Compliance Dept #6118 P O Box 3165 Harrisburg PA 17105-3165	\$ 8,311.57	\$ 1,223.42	\$ 871.01	\$ 2,094.43

Exhibit A

**Special Improvement District No. 411
(Decatur Boulevard)
Assessment Roll No. 1992-1**

PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-01-712-004	Larson S Family L P 2950 E Flamingo Rd #H Las Vegas NV 89121-5208	\$ 1,035.27	\$ 152.39	\$ 108.49	\$ 260.88
138-01-712-005	Susa Properties L L C Siefert Properties L L C 3275 S Jones Blvd #205 Las Vegas NV 89146-6783	\$ 1,705.84	\$ 251.09	\$ 178.76	\$ 429.85
138-01-712-006	Watkins Investments L P %Smiths Food & Drug Stores %Burke & Nickel 3336 E 32nd St #217 Tulsa OK 74135-4442	\$ 12,290.87	\$ 1,809.15	\$ 1,288.03	\$ 3,097.18
138-01-712-007	Herbst Development L L C 5195 Las Vegas Blvd S Las Vegas NV 89119-3209	\$ 1,035.27	\$ 152.39	\$ 108.49	\$ 260.88
138-01-712-008	Susa Properties L L C Siefert Properties L L C 3275 S Jones Blvd #205 Las Vegas NV 89146-6783	\$ 788.20	\$ 116.02	\$ 82.60	\$ 198.62
138-01-803-004	Reiger Edmund 4200 N Decatur Las Vegas NV 89130-2704	\$ 8,508.39	\$ 1,252.39	\$ 891.64	\$ 2,144.03
138-01-803-006	Reiger Pius Family L P P M R Trust 617 Edgebrook Dr Las Vegas NV 89145-8808	\$ 7,489.74	\$ 1,102.45	\$ 784.89	\$ 1,887.34
138-01-803-008	Kehres Richard Charles & Lynn M 4141 N Decatur Blvd Las Vegas NV 89130-2705	\$ 14,638.14	\$ 2,154.66	\$ 1,534.01	\$ 3,688.67
138-01-803-009	Tsubely Shalom & Miki 3010 Hammerwood Las Vegas NV 89135-2218	\$ 4,234.71	\$ 623.33	\$ 443.78	\$ 1,067.11
138-01-803-010	School Board Of Trustees 2832 E Flamingo Las Vegas NV 89121-5205	\$ 8,248.78	\$ 1,214.18	\$ 864.43	\$ 2,078.61

Exhibit A

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-01-803-011	Skelton Michael W & Dixie L 4816 Prime Ct Las Vegas NV 89130-2709	\$ 2,313.37	\$ 340.52	\$ 242.43	\$ 582.95
138-01-803-012	Alewine Jimmy L & Kirsten E 4808 Prime Ct Las Vegas NV 89130-2709	\$ 2,313.37	\$ 340.52	\$ 242.43	\$ 582.95
138-01-803-013	Tassler Barry 4800 Prime Ct Las Vegas NV 89130-2709	\$ 4,895.27	\$ 720.56	\$ 513.00	\$ 1,233.56
138-01-803-014	Lewis Denise J Gardea Manuel H 4824 Prime Ct Las Vegas NV 89130-2709	\$ 2,313.37	\$ 340.52	\$ 242.43	\$ 582.95
138-01-803-015	Ellison Harvey J Jr 4817 Prime Ct Las Vegas NV 89130-2709	\$ 2,313.38	\$ 340.52	\$ 242.43	\$ 582.95
138-01-803-016	Stevens Marshal A 4809 Prime Ct Las Vegas NV 89130-2709	\$ 2,313.38	\$ 340.52	\$ 242.43	\$ 582.95
138-01-803-017	Campa Jaime 4801 Prime Ct Las Vegas NV 89130-2709	\$ 4,509.94	\$ 663.84	\$ 472.62	\$ 1,136.46
138-12-515-001	W & J Family Trust P O Box 33308 Las Vegas NV 89133-3308	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-002	Ochoa Ernesto 4805 Golden Haven Ave Las Vegas NV 89130-3031	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-003	Frisch Jacole L 4809 Golden Haven Ave Las Vegas NV 89130-3031	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-004	McHenry Gary A Etal 4813 Golden Haven Ave Las Vegas NV 89130-3031	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-515-005	Maroy Michael V 4901 Golden Haven Ave Las Vegas NV 89130-3032	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-006	Dipaola Alisa A 4905 Golden Haven Ave Las Vegas NV 89130-3032	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-007	Wortman Corinne L 4909 Golden Haven Dr Las Vegas NV 89130-3032	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-008	McDaniel Kevin 3816 Hidden Plateau St Las Vegas NV 89130-3035	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-009	Martin Rick Edward & Theresa M 3808 Hidden Plateau St Las Vegas NV 89130-3035	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-010	Carter Andre & Nichelle L 4908 Sunbrite Ave Las Vegas NV 89130-3034	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-011	Galbraith Shawn O & Erin L 4904 Sunbrite Ave Las Vegas NV 89130-3034	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-012	Bennion Charles W Sr & Tiffany L 4900 Sunbrite Ave Las Vegas NV 89130-3034	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-013	Hollinger Janet E & Roy L 4812 Sunbrite Ave Las Vegas NV 89130-3033	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-014	Meador David J & Lori K 4808 Sunbrite Ave Las Vegas NV 89130-3033	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-015	Canty Lloyd F Jr & Annaliza O 4804 Sunbrite Ave Las Vegas NV 89130-3033	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-515-016	Sunking Partners L L C 6117 Lonesome Cactus St Las Vegas NV 89130-1054	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-017	Edwards Maxwell 3808 Sunking St Las Vegas NV 89130-3000	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-018	Starrett Harvey L 3804 Sunking St Las Vegas NV 89130-3000	\$ 800.45	\$ 117.82	\$ 83.88	\$ 201.70
138-12-515-019	Woldemariam Lili T 3800 Sunking St Las Vegas NV 89130-3000	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-020	Yamato Reginald T & Sandra K 4801 Sunbrite Ave Las Vegas NV 89130-3033	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-021	Thorup Kai L & Valborh D 4805 Sunbrite Ave Las Vegas NV 89130-3033	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-022	Schilling Mark E & Laura L 4809 Sunbrite Ave Las Vegas NV 89130-3033	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-023	Klein Alan & Michele Family Tr Klein Alan & Michele Trs 4813 Sunbrite Ave Las Vegas NV 89130-3033	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-024	Underwood James S 4901 Sunbrite Ave Las Vegas NV 89130-3034	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-025	Gray Patrick J & Lenore 4905 Sunbrite Ave Las Vegas NV 89130-3034	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-026	Edelblute Charles S & Brenda A 4909 Sunbrite Ave Las Vegas NV 89130-3034	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-515-027	Griffin Jerry Lee & Renee H 4913 Sunbrite Ave Las Vegas NV 89130-3034	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-028	Saenz Isidore 3801 Hidden Plateau St Las Vegas NV 89130-3035	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-029	Jones Douglas P & Crestita P 3805 Hidden Plateau St Las Vegas NV 89130-3035	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-030	Culpepper Matt 3809 Hidden Plateau St Las Vegas NV 89130-3035	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-031	Hollie Leslie W Sr 3813 Hidden Plateau St Las Vegas NV 89130-3035	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-032	Borden Bruce A 3817 Hidden Plateau St Las Vegas NV 89130-3035	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-033	Resig Marc A 3821 Hidden Plateau St Las Vegas NV 89130-3035	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-034	Lopes Kathleen A 3825 Hidden Plateau St Las Vegas NV 89130-3035	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-035	Lopes Aja 4912 Golden Haven Ave Las Vegas NV 89130-3032	\$ 800.45	\$ 117.82	\$ 83.89	\$ 201.71
138-12-515-036	Means Carmelita A 4908 Golden Haven Ave Las Vegas NV 89130-3032	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71
138-12-515-037	Sweeney Mark E & Stacy A 4904 Golden Haven Ave Las Vegas NV 89130-3032	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-515-038	Green Marvin D 4900 Golden Haven Ave Las Vegas NV 89130-3032	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71
138-12-515-039	Perkins Donald P 4812 Golden Haven Ave Las Vegas NV 89130-3031	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71
138-12-515-040	Gray Luvenia & Jessie 4808 Golden Haven Ave Las Vegas NV 89130-3031	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71
138-12-515-041	Huynh Hugh N & Jocelyn M 4804 Golden Haven Ave Las Vegas NV 89130-3031	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71
138-12-515-042	Malcolm Shawn Joseph 4800 Golden Haven Ave Las Vegas NV 89130-3031	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71
138-12-515-043	McGhee Michael G & Angela M 3824 Sunking St Las Vegas NV 89130-3030	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71
138-12-515-044	Fukuda Keith & Jerlinda 3820 Sunking St Las Vegas NV 89130-3030	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71
138-12-515-045	Norton Phillip S & Michlene A 3816 Sunking St Las Vegas NV 89130-3030	\$ 800.45	\$ 117.83	\$ 83.88	\$ 201.71
138-12-516-001	Jones Walter & Carol E 3912 Wharton St Las Vegas NV 89130-3036	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-002	Foreman Francis G & Linda V 3916 Wharton St Las Vegas NV 89130-3037	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-003	Brass Rosslyn A 3920 Wharton St Las Vegas NV 89130-3037	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-516-004	Jordan Michael D & Linda Faye 4800 Quinlan Ave Las Vegas NV 89130-3040	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-005	Kirby Mary Ann 4804 Quinlan Ave Las Vegas NV 89130-3040	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-006	Jacobs Cedric A Porter Trivenia 4808 Quinlan Ave Las Vegas NV 89130-3040	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-007	Worth Donald & Myong 4812 Quinlan Ave Las Vegas NV 89130-3040	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-008	Forister Ronnie P & Dawn M 4900 Quinlan Ave Las Vegas NV 89130-3041	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-009	Szczepanski Thomas & Dolores 4904 Quinlan Ave Las Vegas NV 89130-3041	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-010	Miles Gordon L 4908 Quinlan Ave Las Vegas NV 89130-3041	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-011	Carter Aaron M & Darlene E 4912 Quinlan Ave Las Vegas NV 89130-3041	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-012	Zelenkow Richard W 3921 Uvalde St Las Vegas NV 89130-3042	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-013	McCoy Robert W & Teri M 3917 Uvalde St Las Vegas NV 89130-3042	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-014	Lau Suzanne 3913 Uvalde St Las Vegas NV 89130-3042	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-516-015	Buchanan Genevieve & Virigina L 3909 Uvalde St Las Vegas NV 89130-3042	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-016	Smyth Brendan & Georgia 3905 Uvalde St Las Vegas NV 89130-3042	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-017	Joyce Robert F Jr & Tracie 3901 Uvalde St Las Vegas NV 89130-3042	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-018	Walker Dean Lapadura Joanne 4913 Lufkin Ave Las Vegas NV 89130-3039	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-019	Aviles John Paul L & Divina F 4909 Lufkin Ave Las Vegas NV 89130-3039	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-020	McRae Randall E & Eloise B 4905 Lufkin Ave Las Vegas NV 89130-3039	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-021	McAfoos Earl D & Patricia M 4901 Lufkin Ave Las Vegas NV 89130-3039	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-022	Favazzo Robert W 4813 Lufkin Ave Las Vegas NV 89130-3038	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-023	Poole Kenneth L & Kimbrie L 4809 Lufkin Ave Las Vegas NV 89130-3038	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-024	Wolf-Coppola Mary Jane L 4805 Lufkin Ave Las Vegas NV 89130-3038	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-025	Garcia Edmund P & Tamilue 4801 Lufkin Ave Las Vegas NV 89130-3038	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-516-026	Bernal Ronnie A 3900 Wharton St Las Vegas NV 89130-3036	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-027	Emanuel Noel & Barbara 3904 Wharton St Las Vegas NV 89130-3036	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-028	Disciorio Tyrone D & Nancy J Medicus Leo J & Mary L 3908 Wharton St Las Vegas NV 89130-3036	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-029	Hutton Steven J & Elizabeth 4804 Lufkin Ave Las Vegas NV 89130-3038	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-030	King Luther L & Linda J 4808 Lufkin Ave Las Vegas NV 89130-3038	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-031	Stanford Eugene 4812 Lufkin Ave Las Vegas NV 89130-3038	\$ 886.03	\$ 130.42	\$ 92.85	\$ 223.27
138-12-516-032	Cook Paula Separate Property Tr Cook Paula Trs 4900 Lufkin Ave Las Vegas NV 89130-3039	\$ 886.03	\$ 130.42	\$ 92.86	\$ 223.28
138-12-516-033	Owen Christopher C 3925 Linniki St No Las Vegas NV 89032-2663	\$ 886.03	\$ 130.42	\$ 92.86	\$ 223.28
138-12-516-034	Merritt Andrew B 4908 Lufkin Ave Las Vegas NV 89130-3039	\$ 886.03	\$ 130.42	\$ 92.86	\$ 223.28
138-12-516-035	Divan Roy A 4909 Quinlan Ave Las Vegas NV 89130-3041	\$ 886.03	\$ 130.42	\$ 92.86	\$ 223.28

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-516-036	Pannell Steve & Diane S 4905 Quinlan Ave Las Vegas NV 89130-3041	\$ 886.03	\$ 130.42	\$ 92.86	\$ 223.28
138-12-516-037	Abbott Gary Steven & Deborah G 4901 Quinlan Ave Las Vegas NV 89130-3041	\$ 886.03	\$ 130.42	\$ 92.86	\$ 223.28
138-12-516-038	Warriner Thomas & Cathy 4813 Quinlan Ave Las Vegas NV 89130-3040	\$ 886.03	\$ 130.41	\$ 92.86	\$ 223.27
138-12-516-039	Hunter Todd D & Susan L 4809 Quinlan Ave Las Vegas NV 89130-3040	\$ 886.03	\$ 130.41	\$ 92.86	\$ 223.27
138-12-516-040	Shamoun Ghassan A & Nahia T 4805 Quinlan Ave Las Vegas NV 89130-3040	\$ 886.03	\$ 130.41	\$ 92.86	\$ 223.27
138-12-601-005	Sipes Kevin R & Barbara 4710 Trimwater Ct Las Vegas NV 89130-2305	\$ 11,150.07	\$ 1,641.23	\$ 1,168.48	\$ 2,809.71
138-12-601-008	Malkiewicz Edward J 4824 Martinelli Ct Las Vegas NV 89130-3012	\$ 1,634.58	\$ 240.60	\$ 171.30	\$ 411.90
138-12-601-009	Markoff M Daniel Ohrel-Markoff Bernadette Ditty 4816 Martinelli Ct Las Vegas NV 89130-3012	\$ 1,634.58	\$ 240.60	\$ 171.30	\$ 411.90
138-12-601-010	Wilson Justin R 4808 Martinelli Ct Las Vegas NV 89130-3012	\$ 1,634.58	\$ 240.60	\$ 171.30	\$ 411.90
138-12-601-011	Degenero Judith A 4800 Martinelli Ct Las Vegas NV 89130-3012	\$ 3,458.84	\$ 509.12	\$ 362.47	\$ 871.59

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-601-013	Baumgardner Brandie Yell Steven 4825 Martinelli Ct Las Vegas NV 89130-3021	\$ 1,634.58	\$ 240.60	\$ 171.30	\$ 411.90
138-12-601-014	Conrady David A 4817 Martinelli Ct Las Vegas NV 89130-3021	\$ 1,634.58	\$ 240.60	\$ 171.30	\$ 411.90
138-12-601-015	Miller Troy 4809 Martinelli Ct Las Vegas NV 89130-3021	\$ 1,634.58	\$ 240.60	\$ 171.30	\$ 411.90
138-12-601-016	Gathrite Johnny W & Clovice J 4801 W Martinelli Ct Las Vegas NV 89130-3021	\$ 3,458.84	\$ 509.12	\$ 362.47	\$ 871.59
138-12-601-040	Kobie Creek L L C %L Sayers 2590 Lindell Rd #400 Las Vegas NV 89146-5475	\$ 35,992.47	\$ 5,297.90	\$ 3,771.85	\$ 9,069.75
138-12-613-001	Cavaricci Barbara Bassler Irene 4801 W Gilmore Ave Las Vegas NV 89130-3017	\$ 928.98	\$ 136.74	\$ 97.35	\$ 234.09
138-12-613-002	Ferrell Emma C 4805 W Gilmore Ave Las Vegas NV 89130-3017	\$ 928.98	\$ 136.74	\$ 97.35	\$ 234.09
138-12-613-003	Bolshazy Frank N & Diane S 4809 W Gilmore Ave Las Vegas NV 89130-3017	\$ 928.98	\$ 136.74	\$ 97.35	\$ 234.09
138-12-613-004	Mendoza Family Trust Mendoza Eduardo & Maria Co-Trs 4813 W Gilmore Ave Las Vegas NV 89130-3017	\$ 928.98	\$ 136.74	\$ 97.35	\$ 234.09
138-12-613-005	Vega Johnny R 4817 W Gilmore Ave Las Vegas NV 89130-3017	\$ 928.98	\$ 136.74	\$ 97.35	\$ 234.09

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138-12-613-006	Braggs Clemon L & Bessie M 4821 W Gilmore Ave Las Vegas NV 89130-3017	\$ 928.98	\$ 136.74	\$ 97.35	\$ 234.09
138-12-710-022	Findlay Cliff & Donna 310 N Gibson Rd Henderson NV 89014-6702	\$ 11,377.63	\$ 1,674.72	\$ 1,192.32	\$ 2,867.04
138-12-710-023	Glass Ralph D Jr Kistler W Joyce 4800 Jay Ave Las Vegas NV 89130-3223	\$ 11,377.63	\$ 1,674.72	\$ 1,192.32	\$ 2,867.04
138-12-710-072	Collins Daniel E & Debra Ann 4801 Jay Ave Las Vegas NV 89130-3219	\$ 8,533.22	\$ 1,256.04	\$ 894.25	\$ 2,150.29
138-12-710-073	Larson Gary Zeier Angela 3408 N Decatur Blvd Las Vegas NV 89130-3206	\$ 8,501.31	\$ 1,251.35	\$ 890.90	\$ 2,142.25
138-12-710-074	Deboard R Thomas & Anna F 3404 N Decatur Blvd Las Vegas NV 89130-3206	\$ 8,533.22	\$ 1,256.04	\$ 894.25	\$ 2,150.29
138-12-710-075	Westfall Roxy A 3400 N Decatur Blvd Las Vegas NV 89130-3206	\$ 8,511.94	\$ 1,252.91	\$ 892.01	\$ 2,144.92
138-12-710-092	Wadsworth Mary Alice & Jeanne F 641 Yacht Harbor Dr Las Vegas NV 89145-5970	\$ 11,377.63	\$ 1,674.72	\$ 1,192.32	\$ 2,867.04
138-12-810-024	Galanos Suzanne M 365 Apple River Ct Las Vegas NV 89148-2785	\$ 5,642.71	\$ 830.58	\$ 591.33	\$ 1,421.91
138-12-810-025	Galanos Suzanne M 365 Apple River Ct Las Vegas NV 89148-2785	\$ 5,660.45	\$ 833.19	\$ 593.19	\$ 1,426.38

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PARCEL NO.	PROPERTY OWNER	ASSESSED PRINCIPAL	PRINCIPAL REFUND AMOUNT	INTEREST REFUND AMOUNT	TOTAL REFUND AMOUNT
138-12-810-026	Cypert Darrell E & Tina L 4546 Desert Bloom Ct Las Vegas NV 89129-4884	\$ 5,646.25	\$ 831.10	\$ 591.70	\$ 1,422.80
138-12-810-027	Powell Gail C 3312 N Decatur Blvd Las Vegas NV 89130-3202	\$ 5,656.90	\$ 832.67	\$ 592.82	\$ 1,425.49
138-12-810-028	Dykes Michael Wayne & Crystal L P O Box 34585 Las Vegas NV 89133-4585	\$ 5,645.37	\$ 830.97	\$ 591.61	\$ 1,422.58
138-12-810-029	Johnson Sharon K 3320 N Decatur Blvd Las Vegas NV 89130-3202	\$ 5,646.25	\$ 831.10	\$ 591.70	\$ 1,422.80
138-12-813-001	N A M C O 8 L L C 12121 Wilshire Blvd #1400 Los Angeles CA 90025-1168	\$ 33,898.68	\$ 4,989.71	\$ 3,552.43	\$ 8,542.14
TOTAL		\$ 405,162.00	\$ 59,637.69	\$ 42,459.13	\$ 102,096.82

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of a Land Lease Agreement between the City of Las Vegas and Southwestco Wireless, LP, doing business as Verizon Wireless, by Southwestco Wireless, Inc., for a wireless communications system located on approximately 630 square feet of property located at 7151 Oso Blanca Road, commonly known as Mountain Ridge Park (\$386,880 revenue for duration of contract) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On 9/3/03, Council approved staff entering into negotiations with multiple cellular companies for future cell tower land leases. This contract is for 630 square feet and will construct an antenna atop of an existing light pole and foundation, equipment shelter and security fencing. Verizon Wireless shall pay the City a one-time administrative fee of \$1,000, \$8,000 for construction costs and the yearly rent will start at \$14,400. The initial term is for five years with three five-year options.

RECOMMENDATION:

The 5/17/2005 Real Estate Committee forwarded the item to Full Council with no recommendation. Staff recommends approval

BACKUP DOCUMENTATION:

Land Lease Agreement

MOTION:

MACK - APPROVED as recommended - motion carried with GOODMAN excused and TARKANIAN voting NO

MINUTES:

Under Item 3, COUNCILMAN WOLFSON requested this matter be pulled for discussion. COUNCILMAN MACK explained that he thought COUNCILWOMAN TARKANIAN had some problems with this matter.

COUNCILWOMAN TARKANIAN indicated that she is uncertain about the pros and cons of installing wireless communications systems near facilities children frequent, but, because of all the studies and research she has seen and done, she has always voted no on cell towers where children are concerned. Even though the Council would probably approve this because of the revenue, her conscience will not allow her to support it.

JOHN McNELLIS, Deputy Director, Public Works, remarked that staff has looked into several revenue generators for public lands. The tower will be as inconspicuous as possible and as far away from public activity as possible, but still within the park. He felt the greater good of revenue generation should be considered. Staff recommended approval, as this matter is in order.

CITY COUNCIL MEETING OF: MAY 18, 2005

MINUTES - Continued:

COUNCILMAN BROWN encouraged MR. McNELLIS to review any research information COUNCILWOMAN TARKANIAN might have. Even though the Council has established a policy to place the towers on public lands in order to generate revenue, that policy should not be pushed if a member of the City Council has concerns. COUNCILWOMAN TARKANIAN reiterated that the position she takes is because of the children. She understands the need for additional revenue. MR. McNELLIS indicated he would review the information.

COUNCILMAN MACK indicated that this Council does not have a formal policy, but staff was asked to look at alternative revenues to help offset maintenance and operations costs of the park. But he is also interested in the concerns and results of the studies. He noted that Canyon Ridge Church also intends to allow a cell tower on-site and many schools already have cell towers. He expressed his support and said he is looking forward to more similar agreements. He does not believe it would be prudent for wireless communications companies to put any liability that would be of concern to families.

(9:52 - 9:58)

1-1488

LAND LEASE AGREEMENT/CELL TOWER

MOUNTAIN RIDGE PARK

ORIGINAL

This Land Lease Agreement (hereinafter "Lease") is made this 18th day of May, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor") and Southwestco Wireless, LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to antennae atop of a baseball field light pole, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of Mountain Ridge Park, 7151 Oso Blanca Road, Las Vegas, NV, generally located in the vicinity of US-95, north of Deer Springs Way; and

WHEREAS, the facilities proposed to be constructed by Lessee will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, the Lessor has determined that entering into a Lease of public land at the aforementioned location, permitting Lessee to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Lease are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and Southwestco Wireless LP, a Delaware limited partnership, DBA Verizon Wireless, by Southwestco Wireless Inc. its managing partner (hereinafter "Lessee").

2. DEFINITIONS:

As used in this Lease the following terms, when capitalized, have the meaning indicated:

- 2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").
- 2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.
- 2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.
- 2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901 et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

- 2.5 "Manager" means the City Manager or his or her designee.
- 2.6 "Wireless Communications System" means any system which uses a form of cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network ("PSTN") using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

- 3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 630 square feet of property located at 7151 Oso Blanca Road, Las Vegas, NV, commonly known as Mountain Ridge Park, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map, is attached hereto and incorporated herein as Exhibit "A". The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City and meet all applicable building codes and requirements, as provided for in Section 8.1.

4. TERM:

- 4.1 The initial term of this Lease is five (5) years. The term will begin on the first day of the month following 180 days after the date of the execution of this Lease by Lessor (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").
- 4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing of its

intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Lease shall be One Thousand Two Hundred and No/100ths Dollars (\$1,200.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to five percent (5%) of the amount due.
- 5.2 Beginning with the Second year of the Lease Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).
- 5.3 The "Rental Fees" schedule, attached hereto as Exhibit "B" of this Lease, will detail the rent for the original term and each subsequent renewal term.
- 5.4 As additional consideration of this Lease, Lessee shall prepay to Lessor a one-time administrative payment in the amount of One Thousand and No/100ths Dollars (\$1,000.00) and Lessee shall provide in-kind compensation, paid in advance, in the amount of Eight Thousand and No/100 Dollars (\$8,000) for construction contract costs.

6. THIS SECTION INTENTIONALLY OMITTED

7. TITLE AND QUIET POSSESSION:

- 7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation

hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.

- 7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term.

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

- 8.1 Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. Lessee shall have the right to construct antennae atop of a baseball field light pole and foundation, equipment shelter and security fencing, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the equipment shelter shall belong to Lessee and be considered its personal property. Construction may include, but not be limited to, antennae, equipment shelter, and security fencing. Construction on Premises is restricted to commence no sooner than September 2004 (so baseball fields are not disturbed and play is not disrupted). Light standard removal and replacement shall be coordinated with Neva Evans,

City of Las Vegas Public Works Department. Construction consists of replacing an existing light standard with a taller one, building a shelter to house equipment, and obtaining necessary utilities for operation of the cell site. Lessee shall be required to use the same manufacturer of the light standards presently installed in the park for purposes of replacement, maintenance, and adjustment of lights. Lessee shall contact Neva Evans at 702-229-6978 as the contact person for the City and liaison person with Southwestco Wireless and light manufacturer. Lessee shall guarantee the field lights will not be interrupted more than five (5) days during baseball season, and will have lights engineered, adjusted, and tested per City specifications after replacement of the taller light standard. Lessee shall contact Lee Pringle, City of Las Vegas Leisure Services Department, at 702-229-2092 thirty (30) calendar days prior to removal and replacement of light standard to schedule specific days the ball field will be closed due to the construction.

- 8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any Lessor telecommunication operation after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). If interference is caused by Lessee, Lessee shall reimburse Lessor the reasonable cost of the testing. The Lessor and its agents shall have the right during the term of the Lease to examine Lessee's transmitter equipment and facilities in order to

detect any potential interference with the Lessor's telecommunication uses, provided that Lessee's representative is present during such examinations.

8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to Lessee. Lessor shall take prompt action to terminate any interference with Lessee's communications operations that Lessor has the right to terminate, and shall cooperate with Lessee to obtain the termination of any interference with Lessee's communications operations that is beyond the control of Lessor. The parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action against the interfering party to enjoin such interference or to terminate this Lease upon notice to Lessor.

8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.

- 8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease at its sole discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall cause forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.
- 8.6 Lessee shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for Lessee's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

- 9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING.

Lessee shall not be permitted to sublet any land area or property within the Premises without the prior written consent of Lessor. Lessee shall not assign or transfer this Lease, or any interest herein, except to affiliate companies or to any company acquiring all or substantially all of Lessee's assets, without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to

any subsequent assignment. Upon assignment by either Lessee or Lessor, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LESSOR:

City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

WITH A COPY TO:

City of Las Vegas
City Attorney's Office
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

TO LESSEE:

Southwestco Wireless, LP, a Delaware limited partnership,
DBA Verizon Wireless, by Southwestco Wireless Inc.
its managing partner
180 Washing Valley Rd.
Bedminster, NJ 07921
Attn: Network Real Estate

WITH A COPY TO:

Southwestco Wireless, LP, a Delaware limited partnership,
DBA Verizon Wireless, by Southwestco Wireless Inc.
its managing partner
180 Washing Valley Rd.
Bedminster, NJ 07921
Attn: Legal Department

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Lessee throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with Lessee's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the antennae and Lessee's related facilities.

14. INSURANCE:

14.1 At the time of execution of this Lease by Lessee, Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by Lessee, its agents, representatives, employees or subcontractors. The minimum insurance requirements that Lessee must comply with to fulfill this obligation to procure and maintain insurance for this Lease is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to Lessee and the reference to Lessor's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 Lessee shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises and Easement.

16. HOLD HARMLESS:

- 16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set forth in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.
- 16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct

claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials.

- 16.3 Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by Lessor.

17. HAZARDOUS MATERIALS.

- 17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises,

mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the term of this Lease and any renewal periods thereof.

18. LESSEE'S PERFORMANCE AND SURRENDER:

18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.

18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured

within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) utilities necessary for Lessee's use of the Premises are not available to the Premises; or (g) the Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

- 19.2 Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

- 20.1 Each of the following events shall constitute a default of this Lease by Lessee:

- 20.1.1 If Lessee fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to Lessor;
- 20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date a five percent (5%) penalty of the amount due will be assessed.
- 20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

- 21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

- 22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

- 23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

24. THIS SECTION INTENTIONALLY OMITTED

25. OIL, GAS AND MINERAL RIGHTS:

- 25.1 Lessor does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Lease covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease.
26. MECHANIC'S LIENS:
- 26.1 Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, unless Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.
27. HEADINGS:
- 27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.
28. TIME OF ESSENCE:
- 28.1 Time is of the essence for Lessor's and Lessee's obligation under this Lease.
29. SEVERABILITY:
- 29.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and

each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Lease of the Premises or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Lease.

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Lease, Lessee shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with any other applicable laws when such changes arise by virtue of Lessee's use of the Premises.

32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.

33. SPECIAL PROVISIONS:

33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.

33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.

33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and

take appropriate action as authorized by the Lessor to remove the facilities from the Premises.

- 33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease does not authorize Lessee to use the Premises for video transmissions. This Lease shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.
- 33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.
- 33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein.
- 33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 Lessor retains the right to inspect the Premises at any time during the Lease Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should Lessee hold over after the expiration of this Lease, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Lease upon Lessor and Lessee shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by Lessee.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of Lessor hereunder, if Lessee shall at any time during the Term of this Lease be or become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this lease shall be terminated at the option of Lessor, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling Lessor to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of Lessor and Lessee, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Lease or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.

40. RENT PAYMENT:

40.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada 89101 or to the City's lockbox, which address is on the return envelope provided with monthly statement.

41. DATE OF LEASE:

41.1 The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Lease. The parties therefore agree that whenever the term "Date of Execution of this Lease" or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor.

42. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division of the City's Department of Public Works shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

43. WAIVER OF LESSOR'S LIEN:

- (a) Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.
- (b) Lessor acknowledges that Lessee has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

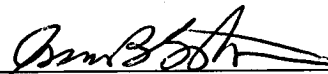
44. DISCLOSURE OF PRINCIPALS:

Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999,

Lessee warrants that it has disclosed on the form attached as Exhibit "E", all principals and partners of SOUTHWESTCO WIRELESS LP, as well as all persons and entities holding more than a one percent (1%) interest in SOUTHWESTCO WIRELESS LP, or any principal of NEVADA SOUTHWESTCO WIRELESS LP throughout the term hereof, SOUTHWESTCO WIRELESS LP, shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change.

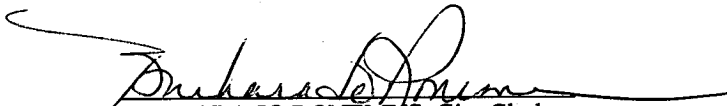
IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

"Lessor"
CITY OF LAS VEGAS



OSCAR B. GOODMAN, Mayor

ATTEST:



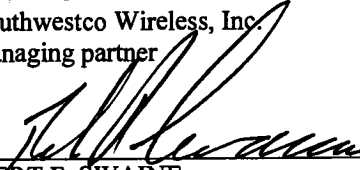
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 4/4/05

City Attorney Date

"Lessee"
Southwestco Wireless LP,
a Delaware limited partnership
DBA Verizon Wireless
by Southwestco Wireless, Inc.
its managing partner

By: 

ROBERT F. SWAINE
West Area Vice President - Network



Ex. A

Site Map

Legend

- Street Centerline
- Leased
- Applied
- Parcels

Real Estate & Asset Mgmnt



7/23/2004

EXHIBIT "B"**MOUNTAIN RIDGE PARK****RENTAL FEES****MONTHLY/YEARLY
RENTAL PAYMENT CALCULATIONS**

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,200.00	\$14,400.00
2nd YEAR	\$1,236.00	\$14,832.00
3rd YEAR	\$1,273.00	\$15,276.00
4th YEAR	\$1,311.00	\$15,732.00
5th YEAR	\$1,350.00	\$16,200.00

FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,391.00	\$16,692.00
2nd YEAR	\$1,433.00	\$17,196.00
3rd YEAR	\$1,476.00	\$17,712.00
4th YEAR	\$1,520.00	\$18,240.00
5th YEAR	\$1,566.00	\$18,792.00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,613.00	\$19,356.00
2nd YEAR	\$1,661.00	\$19,932.00
3rd YEAR	\$1,711.00	\$20,532.00
4th YEAR	\$1,762.00	\$21,144.00
5th YEAR	\$1,815.00	\$21,780.00

THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$1,869.00	\$22,428.00
2nd YEAR	\$1,925.00	\$23,100.00
3rd YEAR	\$1,983.00	\$23,796.00
4th YEAR	\$2,042.00	\$24,504.00
5th YEAR	\$2,103.00	\$25,236.00

EXHIBIT "C"

PLANS & DETAILS

Due to the size and volume of Exhibit "C," it is on file with the Department of Public Works, 400 Stewart Avenue, 4th Floor, Las Vegas, NV 89101.

verizonwireless

15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA. 92618

LSV-ALDER MEADOWS

7151 OSO BLANCA RD
LAS VEGAS, NEVADA 89149

THE PROPOSED PROJECT INCLUDES:

- INSTALLATION OF WIRELESS ANTENNAS ON A NEW 80' LIGHT STANDARD AT A CENTERLINE HEIGHT OF 80' WITH FIELD LIGHTS RELOCATED FROM EXISTING LIGHT STANDARD AT SAME CENTERLINE HEIGHT.
- INSTALLATION OF A 12'-20" EQUIPMENT SHELTER ON A CONCRETE PAD.
- INSTALLATION OF ONE GPS ANTENNA.
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS.
- NEW TELEPHONE CONDUIT RUN TO CABINETS.
- NEW 200A DEDICATED ELECTRICAL SERVICE TO METER.
- INSTALLATION 8' BLOCK WALL.
- INSTALLATION (2) 6' SOLID METAL GATES.

PROJECT DESCRIPTION

APPLICANT/ESSEE

VERIZON WIRELESS
CONSTRUCTION MANAGER
475 ROCK QUARRY WAY
NORTH LAS VEGAS, NV 89032
639-5320 OR 378-6008
CONTACT: BOBBY COSTA

PROPERTY INFORMATION

OWNER: USA-CITY OF LAS VEGAS
ADDRESS: 400 EAST STEWART AVE
LAS VEGAS, NV 89101
CONTACT: DAVID ROARK
(702) 229-1021

AREA OF CONSTRUCTION: 6304 SQ. FT.

OCCUPANCY TYPE: S-2

CONSTRUCTION TYPE: V-B

CURRENT ZONING: T-C

ZONING APPLICATION #: USE PERMIT - T.B.D.

APPROVED - T.B.D.

A.P.N.: 125-20-501-002

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

PROJECT INFORMATION

EQUIPMENT LOCATION: ☐ OUTDOOR ☒ INDOOR

EQUIPMENT SHELTER: ☒ YES ☐ NO

ANTENNA LOCATION: ☐ NEW MONOPOLE

☐ SELF SUPPORT TOWER

☐ EXISTING MONOPOLE

☐ ROOF TOP

☐ EXISTING TOWER

☒ OTHER REPLACE FIELD LIGHT POLE

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. UNIFORM BUILDING CODE 1997
2. AHS/EIA-222-F LIFE SAFETY
3. LOCAL BUILDING CODE
4. CITY/COUNTY ORDINANCES

CODE COMPLIANCE

CIVIL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
CHRIS MEYER
PHONE: (702) 367-7705
FAX: (702) 367-8733

STRUCTURAL ENGINEER:

T.B.D.

ELECTRICAL ENGINEER:

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
RICHARD TOMASELLO (702) 242-1080

TOWER ENGINEER:

T.B.D.

SURVEYOR:

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117 CHRIS MEYER
PHONE: (702) 367-7705
FAX: (702) 367-8733

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	TITLE SHEET	▲
A1	SITE PLAN	▲
A2	SITE DETAIL	▲
A3	ANTENNA LAYOUT & ELEVATIONS	▲
ISSUED FOR:		
SHEET INDEX		ZONING

- ONLY THOSE EXCEPTIONS LISTED IN TITLE REPORT NO. 03780105, DATED APRIL 17, 2003, PREPARED BY EQUITY TITLE COMPANY, WHICH ARE NOT SOLELY FINANCIAL IN NATURE AND WHICH REFERENCE A DOCUMENT CONTAINING A SUFFICIENT LEGAL DESCRIPTION OF AREAS AFFECTED BY SAID DOCUMENT WERE CONSIDERED FOR THIS SURVEY AND LISTED BELOW. ITEM NUMBERS CORRESPOND TO ITEM NUMBERS IN SAID TITLE REPORT.
- 2 MINERAL RIGHT, RESERVATIONS, EASEMENTS AND EXCLUSIONS FROM NEVADA. OR: 2-62-3168. AFFECTS ENTIRE SUBJECT PROPERTY.
 - 9 BOOK 2, PAGE 90 OF PLATS. AFFECTS ENTIRE SUBJECT PROPERTY.
 - 10 BOOK 3, PAGE 3 OF PLATS. DOES NOT AFFECT SUBJECT PROPERTY.
 - 13 NEVADA POWER COMPANY, FOR ELECTRICAL LINES. OR: 951108-00905. DOES NOT AFFECT SUBJECT PROPERTY.
 - 14 NEVADA POWER COMPANY, FOR ELECTRICAL LINES. OR: 971119-01958. DOES NOT AFFECT SUBJECT PROPERTY.

TITLE REPORT EXCEPTIONS

verizonwireless

15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA. 92618

PROJECT INFORMATION:

LSV-ALDER MEADOWS

7151 OSO BLANCA ROAD
LAS VEGAS, NEVADA 89149
CLARK COUNTY

CURRENT ISSUE DATE:

02/23/04

ISSUED FOR:

ZONING

REV.: DATE: DESCRIPTION:

▲	02/23/04	100% ZONING	B.L.
▲	02/18/04	90% ZONING	B.L.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH: (702) 367-7705
FAX: (702) 367-8733

CONSULTANT:

DRAWN BY: CHK.: /

B. LANGSTON D. CAPE

LICENSURE:

SHEET TITLE:

TITLE SHEET

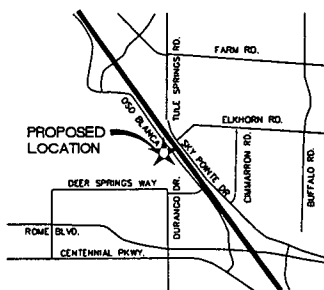
SHEET NUMBER: REVISION:

T1

1

LSV-600-D

NORTH
SCALE 1/2" = 1' = 2'



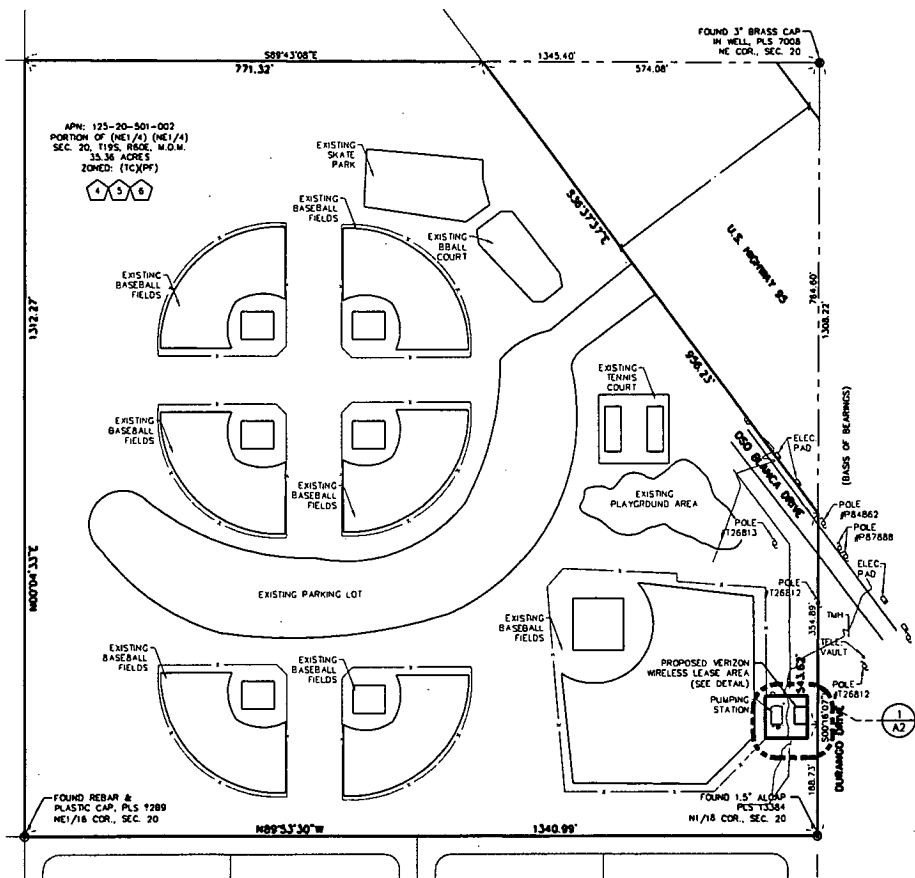
VICINITY MAP

LEGAL DESCRIPTION

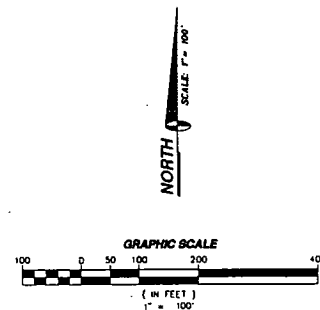
BENCHMARK
CITY OF LAS VEGAS VERTICAL CONTROL #11V10 75WS.
BEING A ALUMINUM RIVET AND PLATE IN THE TOP OF CURB AT THE
NORTHEAST CORNER OF HUALAPAI WAY AND DESERT INN ROAD NEAR
THE 1/2 DELTA.

ELEVATION: 2821.38 (FEET) (NAVD 1988)
859.937 (METERS)

BASIS OF BEARING
NORTH 89°43'07" EAST, BEING THE NORTH LINE OF THE NORTHWEST
QUARTER (NW1/4) OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 59
EAST, M.O.M. AS SHOWN BY MAP THEREOF ON FILE IN FILE 93, PAGE
85 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE,
CLARK COUNTY, NEVADA.



LEGEND	
	CENTERLINE
	RIGHT-OF-WAY
	PROPERTY LINE
	ADJACENT
	CHAINLINK FENCE
	OVERHEAD POWER
	5' CONTOUR
	1' CONTOUR
	EXISTING WALL
	FOUND MONUMENT AS NOTED
	OFFICIAL RECORD
	POWER POLE



verizon wireless
15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA. 92618

PROJECT INFORMATION:

LSV-ALDER MEADOWS

7151 OSO BLANCA ROAD
LAS VEGAS, NEVADA 89149
CLARK COUNTY

CURRENT ISSUE DATE:

02/23/04

ISSUED FOR:

ZONING

REV.: DATE: DESCRIPTION

REV.	DATE	DESCRIPTION	
1	02/23/04	100% ZONING	B.L.
2	02/18/04	80% ZONING	B.L.

PLANS PREPARED BY:

SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

DRAWN BY: CHK.:

B. LANGSTON D. CAPE

LICENSURE:

SHEET TITLE:

SITE PLAN

SHEET NUMBER: REVISION:

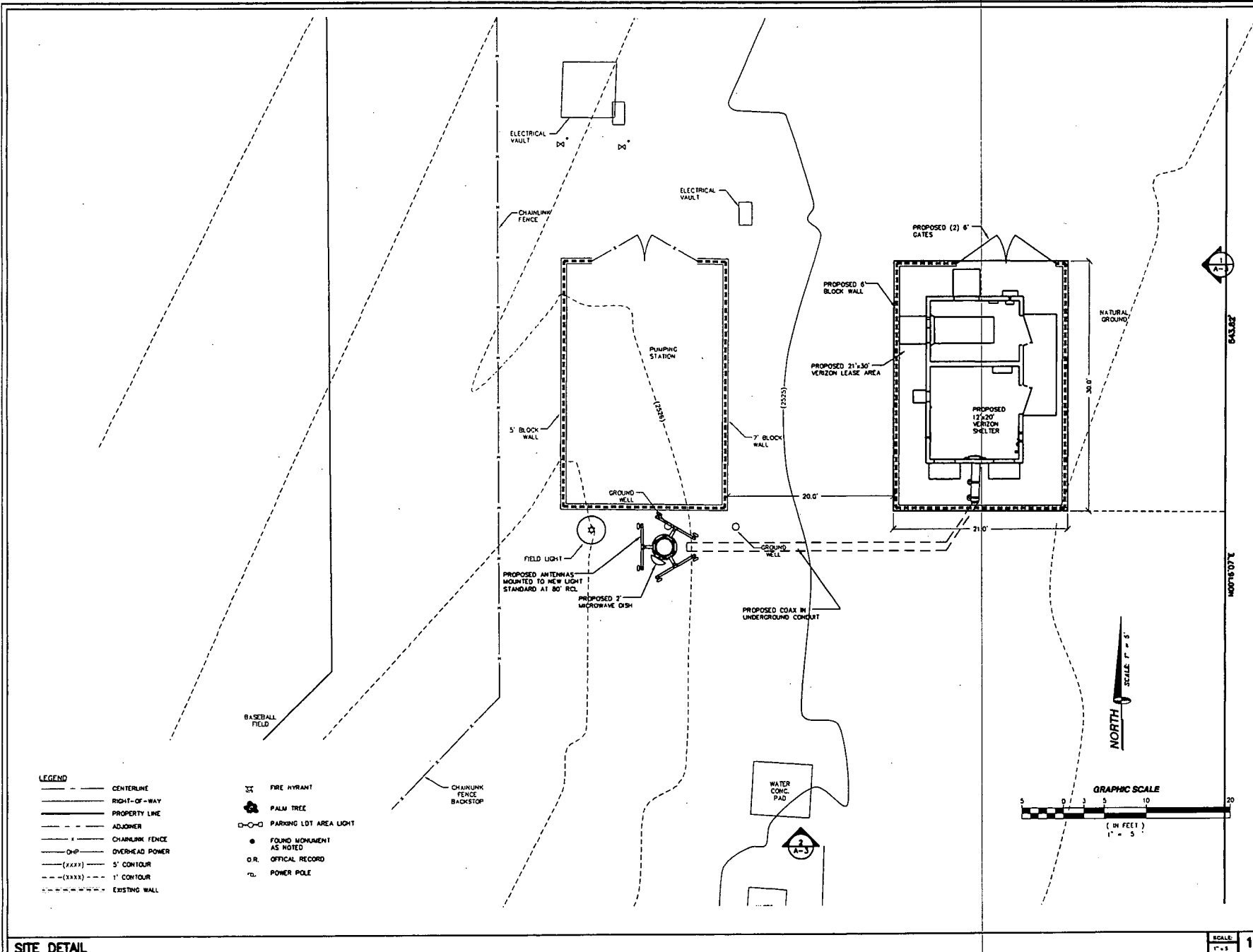
A1

1

LSV-600-D

SITE PLAN

SCALE
1" = 100'



LEGEND

- | | | | |
|-----|-----------------|------|-------------------------|
| — | CENTERLINE | ⊗ | FIRE HYDRANT |
| --- | RIGHT-OF-WAY | ⊙ | PALM TREE |
| --- | PROPERTY LINE | ⊙ | PARKING LOT AREA LIGHT |
| --- | ADJOWER | ● | FOUND MONUMENT AS NOTED |
| --- | CHAINLINK FENCE | O.R. | OFFICIAL RECORD |
| --- | OVERHEAD POWER | ⊙ | POWER POLE |
| --- | 5' CONTOUR | | |
| --- | 1' CONTOUR | | |
| --- | EXISTING WALL | | |

SITE DETAIL

verizon wireless
15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA. 92618

PROJECT INFORMATION:
LSV-ALDER MEADOWS
7151 OSO BLANCA ROAD
LAS VEGAS, NEVADA 89149
CLARK COUNTY

CURRENT ISSUE DATE:
02/23/04

ISSUED FOR:
ZONING

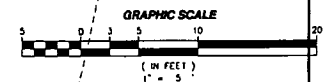
REV.	DATE	DESCRIPTION	
02/23/04	0008 ZONING	B.L.	
02/18/04	0008 ZONING	B.L.	

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7755
FAX (702) 367-8733

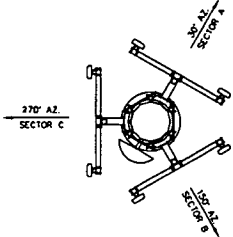
CONSULTANT:
DRAWN BY: CHK.:
B. LANGSTON D. CAPE

LICENSURE:
SHEET TITLE:
SITE DETAIL

SHEET NUMBER: **REVISION:**
A2 1
LSV-600-D



SCALE:
1" = 5'



ANTENNA SECTOR	AZIMUTH	ANTENNA MAKE/MODEL	COAXIAL CABLE LENGTH	CABLE SIZE	COLOR CODE	TOP JUMPER LENGTH	BOTTOM JUMPER LENGTH	COMMENTS
SECTOR A	30°	TBD	110'	7/8" COAX	GREEN/GREEN/YELLOW	5'	15'	
SECTOR B	150°	TBD	110'	7/8" COAX	YELLOW/YELLOW/YELLOW	5'	15'	
SECTOR C	270°	TBD	110'	7/8" COAX	WHITE/WHITE/WHITE	5'	15'	
GPS	N/A	HORTEL GPS	-	1/2" COAX	GRAY	-	-	

NOTE: CONTRACTOR TO FIELD VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION, OR INSTALLATION OF CABLES.

verizonwireless
15505 SAND CANYON AVE.
BUILDING D-1
IRVINE, CA 92618

PROJECT INFORMATION:
LSV-ALDER MEADOWS
7151 OSO BLANCA ROAD
LAS VEGAS, NEVADA 89149
CLARK COUNTY

CURRENT ISSUE DATE:
02/23/04

ISSUED FOR:
ZONING

REV.	DATE	DESCRIPTION	B.L.
1	02/23/04	100% ZONING	B.L.
2	02/18/04	90% ZONING	B.L.

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705
FAX (702) 367-8733

CONSULTANT:

DRAWN BY: CHK. BY:
B. LANGSTON D. CAPE

LICENSURE:

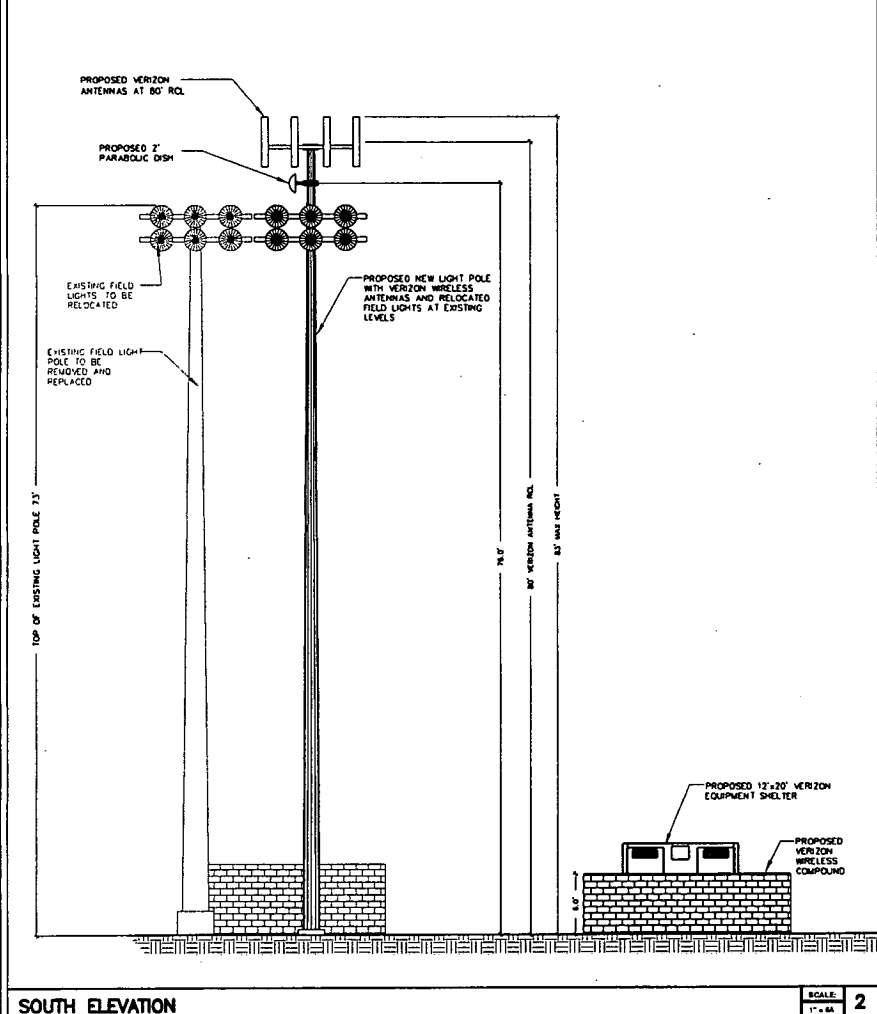
SHEET TITLE:

ANTENNA LAYOUT & ELEVATIONS

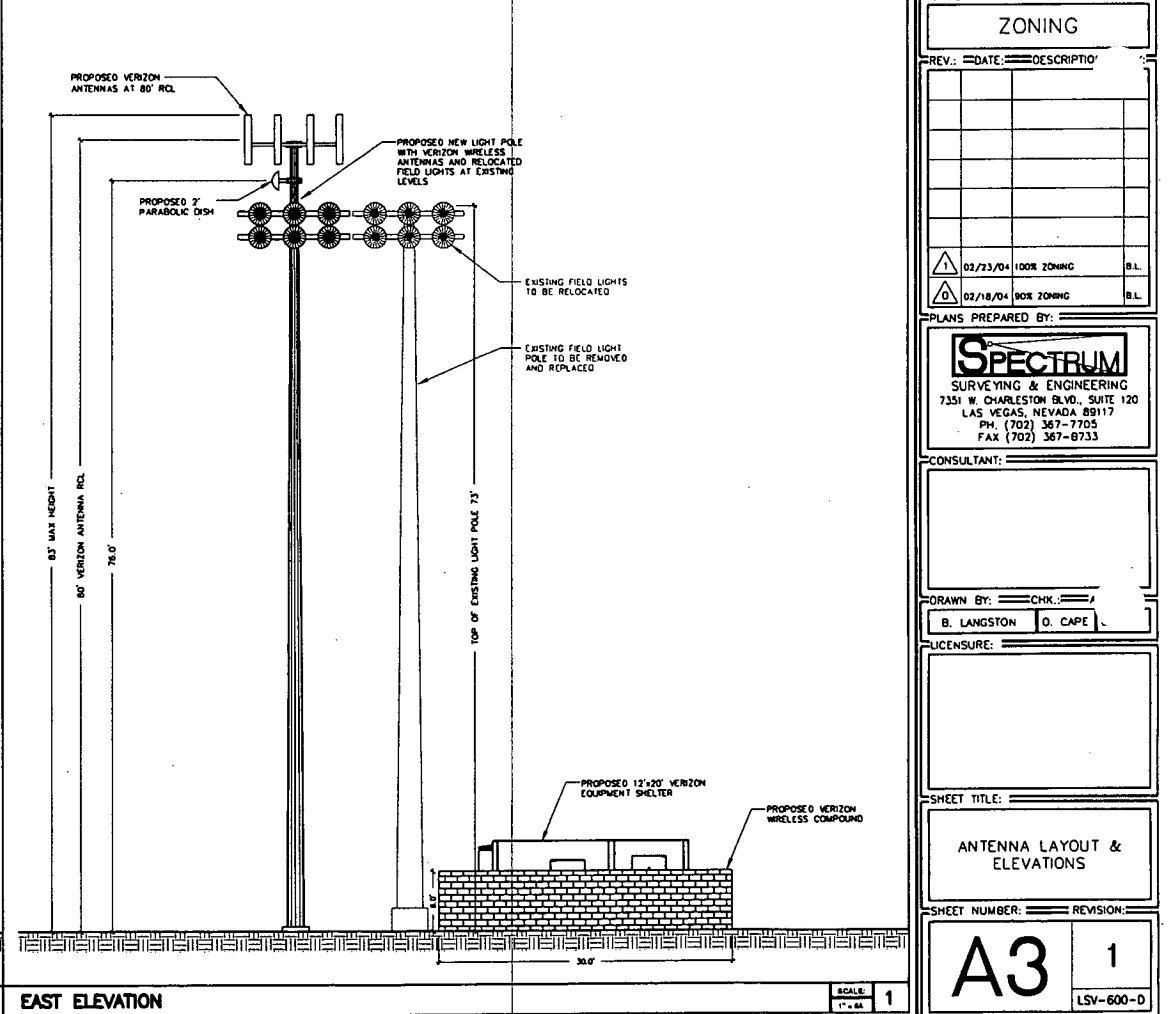
SHEET NUMBER: REVISION:

A3 **1**
LSV-600-D

ANTENNA LAYOUT **3** **ANTENNA AND CABLE SCHEDULE** **1**



SOUTH ELEVATION **SCALE: 1" = 66'** **2**



EAST ELEVATION **SCALE: 1" = 66'** **1**

EXHIBIT "D"

INSURANCE REQUIREMENTS

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Lease.

D. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

ORIGINAL

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

EXHIBIT "E"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 Contracting Entity (Name)	Block 2 Description
Name Southwestco Wireless LP	Subject Matter of Contract/Agreement:
Address 180 Washington Valley Road, Bedminster, New Jersey 07921	Wireless Communications Facility LSV Alder Meadows
EIN or Social Security # 22-3381659 – Tax ID	

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

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Southwestco Wireless, Inc. General Partner	Same As Above	(908) 306-7000
2.	Cellco Partnership Limited Partner	Same As Above	(908) 306-7000
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

EXHIBIT "E"

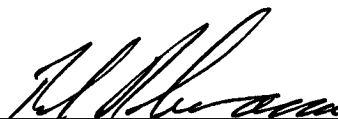
Block 5 Disclosure of Ownership and Principals - Alternate

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.



Robert F. Swaine

West Area Vice President - Network

4-15-05

Date:

Subscribed and sworn to before me this 15
day of

April, 2005.


Notary Public



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS**DIRECTOR: RICHARD GOECKE**☒ **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 0.86 acres located at the southeast corner of Lone Mountain Road and Balsam Street known as APN 138-03-510-003 to RS Consulting (RS) (\$260,000 revenue plus closing costs - General Fund) - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

On 3/2/05 City Council approved entering into negotiations with RS for this Purchase and Sale of Real Property. City purchased the APN 138-03-510-003 in December 1996 in conjunction with future roadway, Rights-of-Way and the neighboring community center. RS expressed interest in acquiring the APN for future development plans for the area. The APN consists of approximately 0.86 acres and the City is interested in selling to RS if their future development plans are consistent with the needs of the community.

RECOMMENDATION:

The 5/17/2005 Real Estate Committee and staff recommend approval of the Agreement for the Purchase and Sale of Real Property for \$260,000 plus closing costs.

BACKUP DOCUMENTATION:

1. Agreement for the Purchase and Sale of Real Property
2. 1/6/05 Letter

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: 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 items on the Consent Agenda and joined with the recommendation of staff that each item, with the exception of Item 42, be approved by the City Council.

(9:48 - 9:50)

1-1351

**AGREEMENT FOR THE PURCHASE AND SALE
OF REAL PROPERTY AND ESCROW INSTRUCTIONS**

THIS AGREEMENT is made and entered into this 18th day of May, 2005, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "Seller") and RS Consulting, Inc. (herein the "Buyer"), with reference to the following facts:

A. Seller is the owner of a parcel of vacant land consisting of approximately 0.85 acres, commonly known as APN # 138-03-510-003, located in the vicinity of Lone Mountain Road and Balsam Street, Las Vegas, Nevada ("Property"). A Site Map of the Property depicting the parcel is attached hereto as Exhibit "A".

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 do agree as follows:

1. PURCHASE AND SALE.

(a) 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.

(b) Notwithstanding anything in this Agreement to the contrary, this Agreement and Seller's obligation to sell the property to the Buyer, shall be contingent upon the approval of the City Council as required or permitted pursuant to applicable laws or procedures of the City of Las Vegas ("City Approval"), and the signature of the Mayor of the City shall be conclusive evidence thereof.

2. PURCHASE PRICE. The property purchase price (herein "Purchase Price") to be paid for the Property shall be Two Hundred and Sixty Thousand Dollars (\$260,000), all cash to be paid as follows:

(a) Buyer shall deposit Twenty-Six Thousand Dollars (\$26,000) 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, or delivered to Seller in the event escrow does not close after the expiration of such period.

(c) Prior to close of escrow, Buyer shall deposit into escrow the balance of the Purchase Price, Two Hundred and Thirty-Four Thousand Dollars (\$234,000).

(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 subject to easements, rights of 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 during the Contingency Period as Buyer's sole recourse, and the Deposit shall be returned to the Buyer. If Buyer elects to waive such condition in writing, Buyer shall purchase the Property subject to any such exception or matter. Any exceptions or other title matters that Buyer approves or is deemed to have approved shall be referred to in this Agreement as the "Permitted Exceptions".

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 shall not cause any liens or damage to the Property and 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.

7. CONDITIONS. In addition to the condition of prior City Approval, which is a condition precedent for the benefit of both Seller and Buyer, this Agreement and Buyer's obligation to purchase the Property is subject to the following conditions precedent for Buyer's benefit:

(a) Contingency Period. For a period of time beginning on the Opening of Escrow and ending on that date which is one-hundred twenty days (120) days thereafter ("Contingency Period"), Buyer and its agents and consultants shall have the right to conduct studies, analyses, investigations, and related due diligence (collectively, "Due Diligence") regarding the Property, including, but not limited to: surveys, soils testing, environmental studies, biological studies (including but not limited to tortoise studies) hydrology test, utility and design criteria, appraisals, zoning and entitlements, and the economic feasibility of Buyer's intended use and development of the Property. Buyer shall have the right to satisfy itself with respect to all such matters during the Contingency Period in Buyer's sole and absolute discretion, and shall have the right to terminate this Agreement and Escrow as provided herein if it is dissatisfied with, or disapproves any such matters. Seller shall deliver to Buyer copies of all such work completed on the Property in Seller's possession, if any, within five (5) business days of the Opening of Escrow or within five (5) business days of receipt if received thereafter. Such Due Diligence shall be at no cost or detriment to Seller or the Property. Buyer shall be entitled to enter upon the Property to conduct any such Due Diligence pursuant to Section 6 of this Agreement. Furthermore, Seller agrees to cooperate with Buyer and Buyer's agents and consultants in conducting such Due Diligence. Buyer shall have the right at any time during the Contingency Period to elect for any reason not purchase the Property or otherwise proceed under this Agreement. Upon delivery of written notice of such election to Seller and Escrow Holder prior to the expiration of the Contingency Period, this Agreement and Escrow shall terminate and Escrow Holder shall return the Earnest Money Deposit to Buyer. In such case, Buyer shall be responsible for any reasonable Escrow cancellation fees which shall be deducted from such deposit. If Buyer fails to timely deliver such notice of its election to terminate this Agreement prior to the expiration of the Contingency Period, Buyer shall be deemed to have waived the condition precedent set forth in this Section 7(a), and Buyer's earnest money will be non-refundable.

(b) RE-ZONING. During the Contingency Period, Buyer and its agents and consultants shall have the right to re-zone the Property to R-PD10 as designated by the City of Las Vegas Municipal Code or other similar classification acceptable to Buyer, and the final approval of such re-zoning by all governmental agencies and entities with jurisdiction over such matters in compliance with applicable laws and following all applicable appeals, shall be a condition precedent to Buyer's obligation to purchase the Property. Buyer shall endeavor to submit an application for such re-zoning to the applicable governmental agency or entity with jurisdiction over such re-zoning within fifteen (15) days of the Opening of Escrow. Seller shall reasonably cooperate with Buyer with respect to such re-zoning and, as Seller, shall sign any such application or other necessary or desirable documents and shall appear at any hearings as reasonably required provided that the same is at no cost or detriment to Seller or the Property. Buyer shall have the right to extend the Contingency Period for two (2) consecutive periods of thirty (30) days each, provided that said extensions are necessary to

complete the final re-zoning of the Property as provided herein. Buyer shall exercise said right by written notice to Seller and Escrow Holder at least five (5) business days prior to the expiration of the prior Contingency Period. If the City does not approve the requested zoning for the Property, then the Escrow Agent will refund the Buyer's Earnest Money with no further action by either party.

8. 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, or other entity as mutually agreed in writing by the parties. 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) 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;

(b) 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;

(c) 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;

(d) 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

(e) In the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.

(f) Upon Close of Escrow, the Escrow Agent shall disburse the Purchase Price less Seller's share of costs of Escrow to Seller.

(g) Immediately after Close of Escrow, the Escrow Agent shall deliver to the Seller at the address provided in Section 12 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 12 a true, correct and complete copy of the Buyer's Closing Statement, in form customarily prepared by the Escrow Agent.

If escrow fails to timely close after the end of the Contingency Period as the result of Buyer's election or default, the Deposit in escrow shall be paid by the Escrow Agent to Seller as damages. 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 Agreement shall be the sole remedies available to each respective party hereunder in the event of a failure of performance or default under this Agreement.

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 forty-five (45) 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. 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. 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.

12. 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.

13. 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: RS Consulting, Inc.
7525 Hickam Avenue
Las Vegas, NV 89129

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.

14. 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.

15. 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.

16. 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.

17. 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.

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. 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.

21. 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.

22. TIME OF THE ESSENCE. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

23. DISCLOSURE OF PRINCIPLES. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council, effective October 1, 1999, Buyer warrants that is has disclosed on the form attached as Exhibit "C", all principals and partners of RS Consulting, Inc., as well as all persons and entities holding more than a one percent (1%) interest in RS Consulting, Inc., or any principal of RS Consulting, Inc. Throughout the term hereof, RS Consulting, Inc., shall notify Buyer in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

24. 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 or Acting 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.

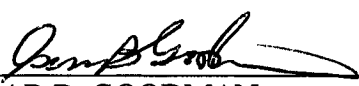

"Buyer" RS CONSULTING, INC.

RUSSELL J. SKUSE,
PRESIDENT

4.20.05

Date

"Seller" CITY OF LAS VEGAS


OSCAR B. GOODMAN
MAYOR

ATTEST:


BARBARA JO RONEMUS
City Clerk

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY

EXHIBIT "A"



Site Map

Legend

-  Selected Site
-  Street Centerline
-  Parcels
-  scl_majors
-  City of Las Vegas

Real Estate & Asset Mgmt



4/22/05

EXHIBIT "B"

LEGAL DESCRIPTION

APN 138-03-510-003

The subject property is legally described as follows:

Lot 21 in Block 2 of the Bridle Path Estates subdivision; also known as:

**A portion of the North Half (N½) of the Northeast Quarter (NE¼) of Section 3,
Township 20 South, Range 60 East, M.D.B. & M., Clark County, Nevada.**

EXHIBIT "C"
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

EXHIBIT "C"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1 <u>Contracting Entity (Name)</u> RS Consulting Inc.	Block 2 <u>Description</u> Subject Matter of Contract/Agreement: Purchase of APN# 138-03-510-003 between the City of Las Vegas and RS Consulting Inc.
Name Russell J Skuse	
Address 7525 Hickam Avenue	
EIN or Social Security # 527-69-5129	

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

Block 4	<u>Disclosure of Ownership and Principals</u>		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Russell J Skuse/President	7525 Hickam Avenue	702-384-7701
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

EXHIBIT "C"

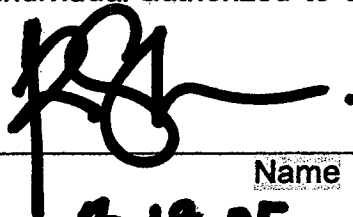
Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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



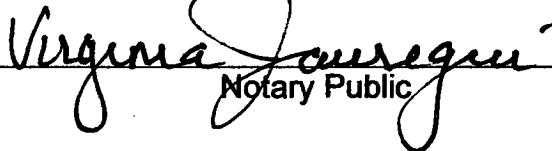
Name

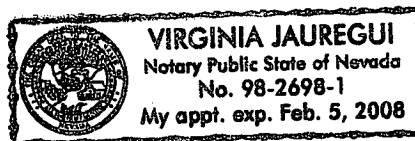
3-18-05

Date

Subscribed and sworn to before me this 18
day of

March, 2005.


Notary Public





January 6, 2005

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Attention: Mr. David Roark - Real Estate & Assets Management Manager

Reference: APN # 138-03-510-003

On behalf of RS Consulting Inc., we respectfully request your consideration for an appraisal and potential sale of the above referenced parcel currently owned by The City of Las Vegas.

Location: The approximately .86 acre± parcel is located on the southeast corner of Lone Mountain Road and Balsam Avenue.

Request: At this time, we are asking that the City of Las Vegas prepare an appraisal for this parcel for review and approval for sale of the property to be included into our future development plans for the area.

If you have any questions or require additional information, please feel free to contact me at 384-7701 (office) or on my cell phone at 580-1146.

Sincerely,
RS Consulting Inc



Russell J. Skuse
President

RS CONSULTING, INC.
7525 HICKAM AVENUE - LAS VEGAS NEVADA 89129
702.384.7701 (Office) 702.384.7702 (Fax)
rsconsulting-inc@cox.net

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Amendment to the Municipal Court Traffic School Lease Agreement located at 2917 West Washington Avenue renewing the Lease until December 30, 2005, with a six-month renewal option (\$11,509 a month - six month term \$69,054 - Municipal Court Rental of Land) - Ward 5 (Weekly)

Fiscal Impact:

☐ No Impact	Amount:	\$69,054.00
☒ Budget Funds Available	Dept./Division:	Public/Works/Real Estate
☐ Augmentation Required	Funding Source:	Municipal Court Rental of Land

PURPOSE/BACKGROUND:

The current extension terms expire June 30, 2005. Since the City of Las Vegas is not in default of the Lease, we have requested to renew the Lease for an additional 6-month term and the Lessor, Mr. Jerry Lee is in agreement with the terms. The minimum monthly rental for the renewal period shall increase by three percent (3%).

RECOMMENDATION:

The 5/17/2005 Real Estate Committee and staff recommend approval and recommend authorization for staff to execute any further documents with the property management company to facilitate the intent of the Lease.

BACKUP DOCUMENTATION:

1. Amendment to Municipal Court Traffic School Lease Agreement
2. Site Map

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: 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 items on the Consent Agenda and joined with the recommendation of staff that each item, with the exception of Item 42, be approved by the City Council.

(9:48 - 9:50)

1-1351

**AMENDMENT TO LEASE AGREEMENT
MUNICIPAL COURT TRAFFIC SCHOOL**

THIS THIRD AMENDMENT TO LEASE AGREEMENT ("Third Amendment") is made and entered into this 18th day of May, 2005, by and between Jerry Lee ("Lessor") and the City of Las Vegas, a municipal corporation of the State of Nevada ("Lessee").

WHEREAS, Jim and Mary Pham, as Lessor, and Lessee entered into a lease Agreement dated June 20, 2001, for the lease of certain real property and improvements located at 2917 West Washington Avenue, Las Vegas, Nevada for use as the City of Las Vegas Municipal Court Traffic School (the "Lease Agreement"); and

WHEREAS, the Lease Agreement was assigned to Jerry Lee, the Lessor, who agreed to abide by the terms of the Lease Agreement with the Lessee; and

WHEREAS, the initial term of the Lease Agreement shall expire on June 30, 2005, and the Lessee desires to renew the Lease Agreement; and

WHEREAS, it is the mutual desire of the parties hereto to amend said Lease, the parties agree as follows:

1. The Lessor and Lessee have agreed to renew the Lease Agreement for a term of six (6) months beginning on July 1, 2005 and ending on December 30, 2005.
2. Throughout the Renewal Term, Lessee agrees to pay Lessor, as and for minimum rent for the Premises, the sum of Nine Thousand Nine Hundred Twenty Six Dollars and Eleven Cents (\$9,926.11) per month, without demand, offset or reduction, payable monthly in advance. This is a three percent (3%) increase over the current rental amount. Lessee also agrees to pay a flat monthly Common Area Operating Cost of One Thousand Five Hundred Eighty Three Dollars (\$1,583.00) throughout the Renewal Term. The total monthly payment due to Lessor shall be Eleven Thousand Five Hundred Nine Dollars and Eleven Cents (\$11,509.11).

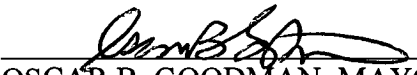
3. If Lessee is not in default of this Lease, Lessee may renew the Lease for an additional six (6) month term by giving a written request to renew at lease ninety (90) days prior to the expiration of the Lease term. The monthly rental for the renewal period shall remain the same.

Except as expressly amended herein, all other terms and conditions of this Lease shall remain in full force and effect.

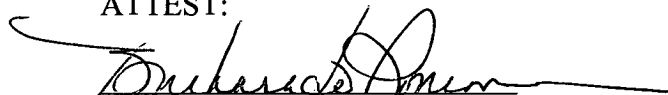
IN WITNESS THEREOF, each of said parties hereto has caused its name to be here into subscribed.

Lessee

CITY OF LAS VEGAS


OSCAR B. GOODMAN, MAYOR

ATTEST:


BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

 4/13/05
DEPUTY CITY ATTORNEY

Lessor

JERRY LEE

 4/29/2005
JERRY LEE



Site Map

Legend

-  Traffic School
-  City of Las Vegas
-  Building Footprints
-  Street Centerline
-  Parcels

Real Estate & Asset Mgmnt



4/26/05

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☒ **CONSENT** ☐ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Easement and Rights-of-Way between the City of Las Vegas (City) and the Las Vegas Valley Water District (LVVWD) for a seventy-foot public drainage Easement and Rights-of-Way to LVVWD to service a portion of APN 138-08-801-007 located off the northwest corner of Cheyenne Avenue and Durango Drive - Ward 4 (Brown)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

In order to have a privately maintained seventy-foot drainage Easement in favor of the City of Las Vegas, construction, installation, maintenance and repair of non-exclusive utilities, ingress/egress at this location, the City is required to grant an Easement and Rights-of-Way to LVVWD. Said APN of land contains approximately 20,589 square feet of land located on the east part of the APN.

RECOMMENDATION:

The 5/17/2005 Real Estate Committee and staff recommend approval subject to language amendment from a seventy-foot public drainage easement to a seventy-foot water pipeline easement

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with **GOODMAN** excused and **MACK** abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, **ANDREW DONNER**, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, **RON** and **JUDY MACK**, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: 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 items on the Consent Agenda and joined with the recommendation of staff that each item, with the exception of Item 42, be approved by the City Council.

(9:48 - 9:50)

1-1351

A.P.N. 138-08-801-007

EASEMENT AND
RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

CITY OF LAS VEGAS, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the **GRANTOR**, and **LAS VEGAS VALLEY WATER DISTRICT**, Party of the Second Part, hereinafter known as the **GRANTEE**,

W I T N E S S E T H:

That the **GRANTOR**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR**, its successors and assigns agree that:

1. No buildings, structures or fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for parking, landscape or driveway purposes and for other utilities with the written consent of **GRANTOR** insofar as such use does not interfere with its use by the **GRANTEE** for the purposes for which this Indenture is granted;
2. The **GRANTEE** shall not be liable for any damage to any of the **GRANTOR'S** improvements placed upon said parcel due to the **GRANTEE'S** necessary operations using reasonable care; and

Date of Council
A.P.N. 138-08-801-007

Item # _____

3. Should any of the **GRANTEE'S** facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the **GRANTOR**, or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction is done by third parties with the written consent of the **GRANTEE**.

Signator for **GRANTOR** warrants that it has the legal authority to bind the parties hereto and **GRANTOR** warrants that it may legally grant the rights described herein.

IN WITNESS WHEREOF, the **GRANTOR** has hereunto set its hand this _____ day of _____, 2005.

CITY OF LAS VEGAS

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 4/26/05
DEPUTY CITY ATTORNEY DATE

...
...

Date of Council
A.P.N. 138-08-801-007

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2005, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR LVVWD USE ONLY

FOR RECORDER'S USE ONLY

A.P.N. 138-08-801-007
CITY OF LAS VEGAS
Written by: RRM
Checked by: *RJG*
Date 3-15-04

EXHIBIT "A"

LEGAL DESCRIPTION

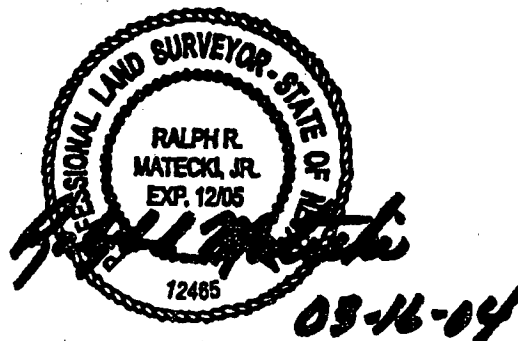
70' Public Drainage Easement (Privately Maintained) and Ingress/Egress - Non-Exclusive Utility Easement

A parcel of land situated in a portion of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., City of Las Vegas, County of Clark, State of Nevada, for the construction, installation, maintenance and repair of non-exclusive utilities; ingress/egress; and privately maintained public drainage in favor of the City of Las Vegas, it's successors and assigns, over, under, above and across said parcel of land being further described as follows:

The East 70.00 feet of the Southeast Quarter (SE1/4), of the Southeast Quarter (SE1/4), of the Southwest Quarter (SW1/4), of the Southeast Quarter (SE1/4), of Section 8, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada.

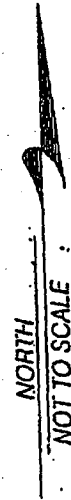
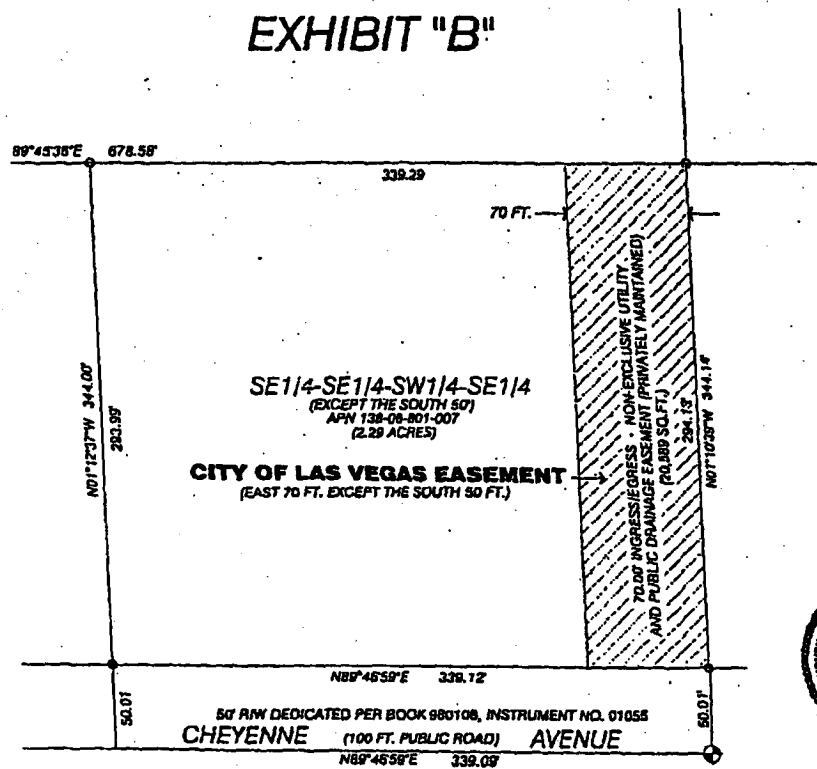
EXCEPTING THEREFROM, the South 50 feet thereof.

Said parcel of land contains 20,589 square feet more or less.



This legal description prepared by Ralph R. Matecki, P.L.S., W.R.S.
4880 W. University, Suite B2, Las Vegas, Nevada 89103

EXHIBIT "B"



2004 DEC 28 P 12: 56

W. Watson

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 18, 2005

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

REPORT FROM REAL ESTATE COMMITTEE - Councilman Wolfson and Councilwoman Tarkanian

Approval of an Easement and Rights-of-Way between the City of Las Vegas (City) and Nevada Power Company (NPC) for an approximate 7,931 square foot Easement and Rights-of-Way to NPC to service a portion of APN 139-30-101-004 located in the vicinity of Vegas Drive and Decatur Boulevard commonly known as Ed Fountain Park - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City is requested to grant an Easement and Rights-of-Way to NPC for approximately 7,931 square feet of land located at Ed Fountain Park to construct, operate, add to, maintain, remove underground electric system(s) (duct lines, manholes, vaults, wires, cables, transformer installation above/below ground, service boxes/fixtures) and to cancel/supersede former NPC Right of Entry. City retain right to use land for City purpose(s) as long as such use is consistent with standard electrical/telephone practices and will not be liable for improvement cost or damage to improvements placed by NPC.

RECOMMENDATION:

The 5/17/2005 Real Estate Committee and staff recommend approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

MOTION:

BROWN - APPROVED Items 3, 4, 6-16, 18-41, and 43-46 - **UNANIMOUS** with GOODMAN excused and MACK abstaining on Item 6 because the applicant is obtaining the tavern site from his brother-in-law, ANDREW DONNER, and this action could have a financial impact on his brother-in-law and abstaining on Item 23 because it involves a parcel being improved with City funds that is located near property owned by his parents, RON and JUDY MACK, whose property value could be affected by these improvements

Items 5 and 42: APPROVED under separate actions (see individual items)

Item 17: STRICKEN under separate action (see individual item)

NOTE: Under Item 3, COUNCILMAN MACK disclosed that the property involved in Item 46 is located near property owned by his brother STEVEN MACK, who has not mentioned this item to him, nor did COUNCILMAN MACK believe that his brother's interest would be affected. Therefore, COUNCILMAN MACK indicated he would be voting.

MINUTES:

Under Item 3, COUNCILMAN WOLFSON reported that the Real Estate Committee met to review the Real Estate items on the Consent Agenda and joined with the recommendation of staff that each item,

CITY COUNCIL MEETING OF: MAY 18, 2005

MINUTES - Continued:

with the exception of Item 42, be approved by the City Council.

(9:48 - 9:50)

1-1351

A.P.N. 139-30-101-004

EASEMENT AND
RIGHTS-OF-WAY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

hereinafter known as the **GRANTOR**, and **NEVADA POWER COMPANY**, hereinafter known as the **GRANTEE**.

W I T N E S S E T H:

That the **GRANTOR**, for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does by these presents **GRANT** and **CONVEY** to the **GRANTEE**, its successors and assigns, an Easement and Rights-of-Way for the right to construct, to operate, to add to, to maintain, and to finally remove underground electric system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity upon, over, under, and across the parcel(s) hereinafter described and the right of ingress and egress to and over the said parcel(s); together with the right to clear and keep cleared any obstruction from the surface or subsurface as may be deemed necessary to insure the safe and proper operation of said electric system(s).

The above referred to parcels of land, situate in the City of Las Vegas, County of Clark, State of Nevada are located in that portion of the Northwest Quarter (NW ¼) of Section 30, Township 20 South, Range 61 East, M.D.M., Clark county, Nevada, described as follows:

SEE LEGAL DESCRIPTION AND EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

THIS GRANT OF EASEMENT CANCELS AND SUPERSEDES THE RIGHT OF ENTRY GRANTED TO NEVADA POWER COMPANY AND RECORDED OCTOBER 3, 2003 IN BOOK 20031003 AS DOCUMENT NO. 00209 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA

Date of Council
A.P.N. 139-30-101-004

Item # _____

The **GRANTOR** retains the right to fence, to plant, to maintain and to use said parcels for its own purpose so long as such use is consistent with standard electrical and telephone practices and does not interfere with the rights herein granted. **GRANTOR** shall not permit the construction or placement of any structures within easement area, including, but not limited to, parking canopies, storage buildings and covered facilities without the written consent of **GRANTEE**.

IN WITNESS WHEREOF, the **GRANTOR** has executed this document this _____ day of _____, 2005.

OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

Thomas R. Green 5/2/05
DEPUTY CITY ATTORNEY DATE

Date of Council
A.P.N. 139-30-101-004

Item # _____

STATE of Nevada)
) ss.
COUNTY of Clark)

On _____, 2005, before me, the undersigned, a **NOTARY PUBLIC**, in and for said County and State, personally appeared OSCAR B, GOODMAN known to me to be the person(s) described in and who executed the foregoing instrument, and who acknowledged to me that _____ he _____ executed the same freely and voluntarily and for the uses and purposes herein mentioned.

WITNESS my hand and official seal.

Notary Public

Notary Seal/Stamp

FOR NEVADA POWER USE ONLY

FOR RECORDER'S USE ONLY

**Description of Easement
For Ed Fountain Park
Nevada Power Company PID #172160**

Part of APN 139-30-101-004

Being located in the Northwest quarter of Section 30, T20S-R61E, M.D.M, Clark County, City of Las Vegas, Nevada; on the south side of Vegas Drive east of Decatur Boulevard.

Parcel "A"

Part of the Northwest quarter (NW 1/4) of Section 30, T20S-R61E, M. D. M., Clark County, City of Las Vegas, Nevada; more particularly described as:

Beginning at a point on the south line of Vegas Drive (80 feet wide), so-called; that is North 88° 36' 56" East, 1273.18 feet along the north line of said Section 30, and South 01° 23' 04" East, 40.00 feet, and North 88° 36' 56" East, 5.00 feet from the Northwest corner of said Section 30;

Thence, from said Point of Beginning, North 88° 36' 56" East, along said south line of Vegas Drive, 77.76 feet;

Thence, departing said south line, South 04° 37' 29" East, 3.79 feet;

Thence South 85° 22' 31" West, 28.30 feet;

Thence South 89° 59' 04" West, 31.19 feet;

Thence South 00° 29' 19" East, 2.27 feet;

Thence South 89° 30' 41" West, 18.49 feet;

Thence North 01° 33' 26" West, 6.62 feet to the Point of Beginning.

Contains 411 square feet more or less as determined by computer methods.

TOGETHER WITH:

A 10.00 foot wide easement whose centerline is described as:

Beginning at a point on the south line of Vegas Drive (80 feet wide), so-called, that is North 88° 36' 56" East, 1273.18 feet along the north line of said Section 30, and South 01° 23' 04" East, 40.00 feet from the Northwest corner of said Section 30;

Thence South 01° 33' 26" East, 114.47 feet;

Thence South 02° 59' 58" West, 55.07 feet;

Thence South 01° 45' 33" East, 195.34 feet;

Thence South 04° 11' 44" East, 47.46 feet;

Thence South 02° 02' 34" East, 74.69 feet;

Thence South 14° 08' 43" East, 89.72 feet;

Thence South 01° 03' 54" East, 139.41 feet;

Thence North 88° 26' 25" West, 93.23 feet;

Thence South 88° 51' 06" West, 43.93 feet to Point "A", said point also being the Point of Ending.

Sidelines of said easement are to be lengthened or shortened so as to form vertices at all angle points; shall begin on the south line of Vegas Drive, so-called, and end at the east line of the below-described Parcel "B".

Contains 8,533 square feet more or less as determined by computer methods.

ALSO TOGETHER WITH:

Parcel "B"

Beginning at aforementioned Point "A";

Thence, from said Point of Beginning, South 01° 14' 39" East, 14.51 feet;

Thence South 88° 45' 21" West, 39.88 feet;

Thence North 01° 14' 39" West, 19.89 feet;

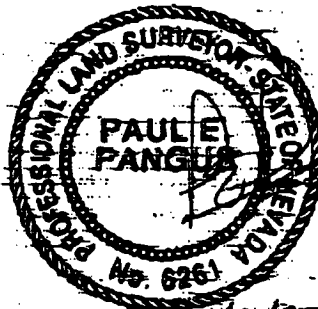
Thence North 88° 45' 21" East, 39.88 feet;

Thence South 01° 14' 39" East, 5.38 feet to said Point "A" and the Point of Beginning.

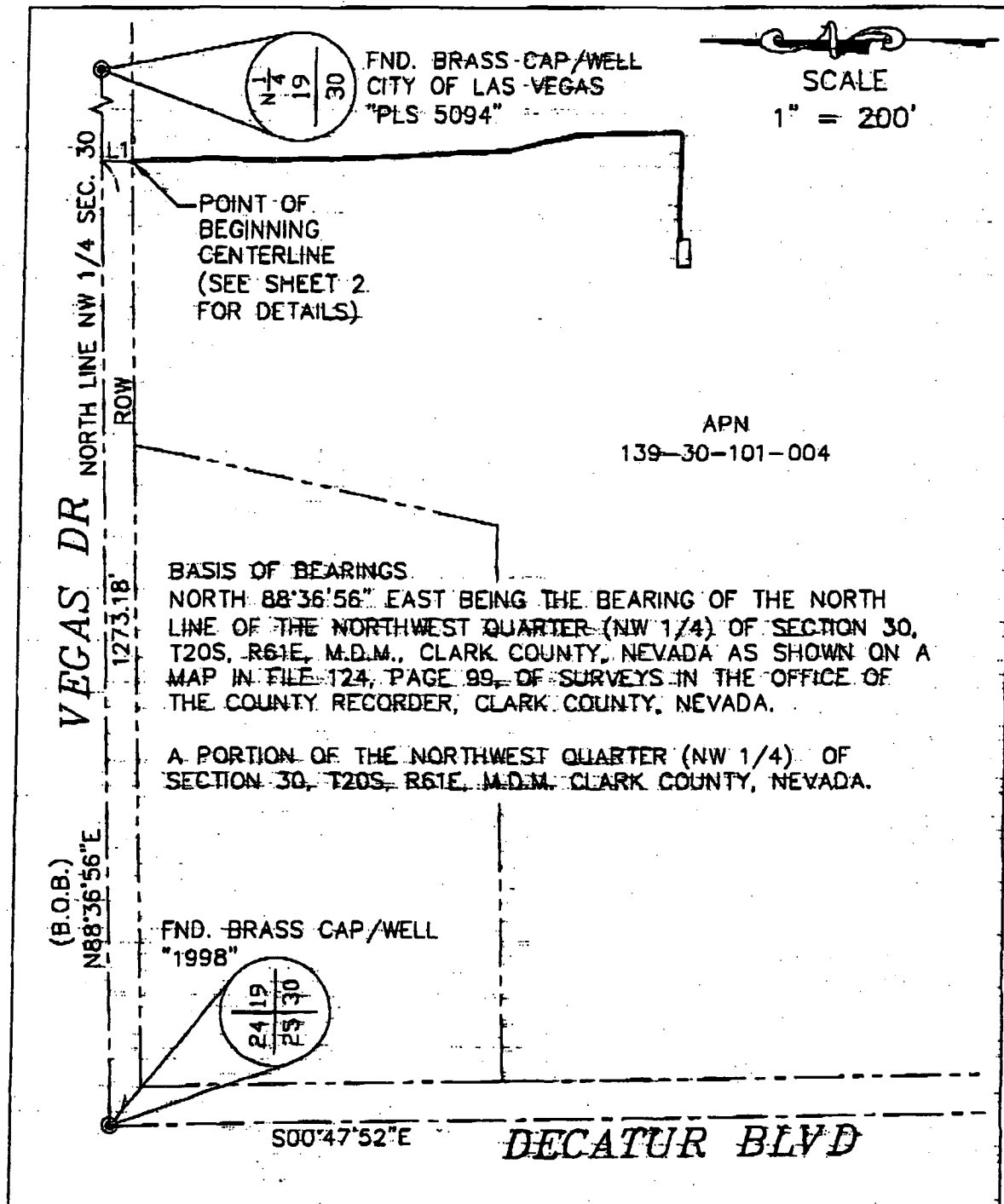
Contains 793 square feet, more or less, as determined by computer methods.

END OF DESCRIPTION

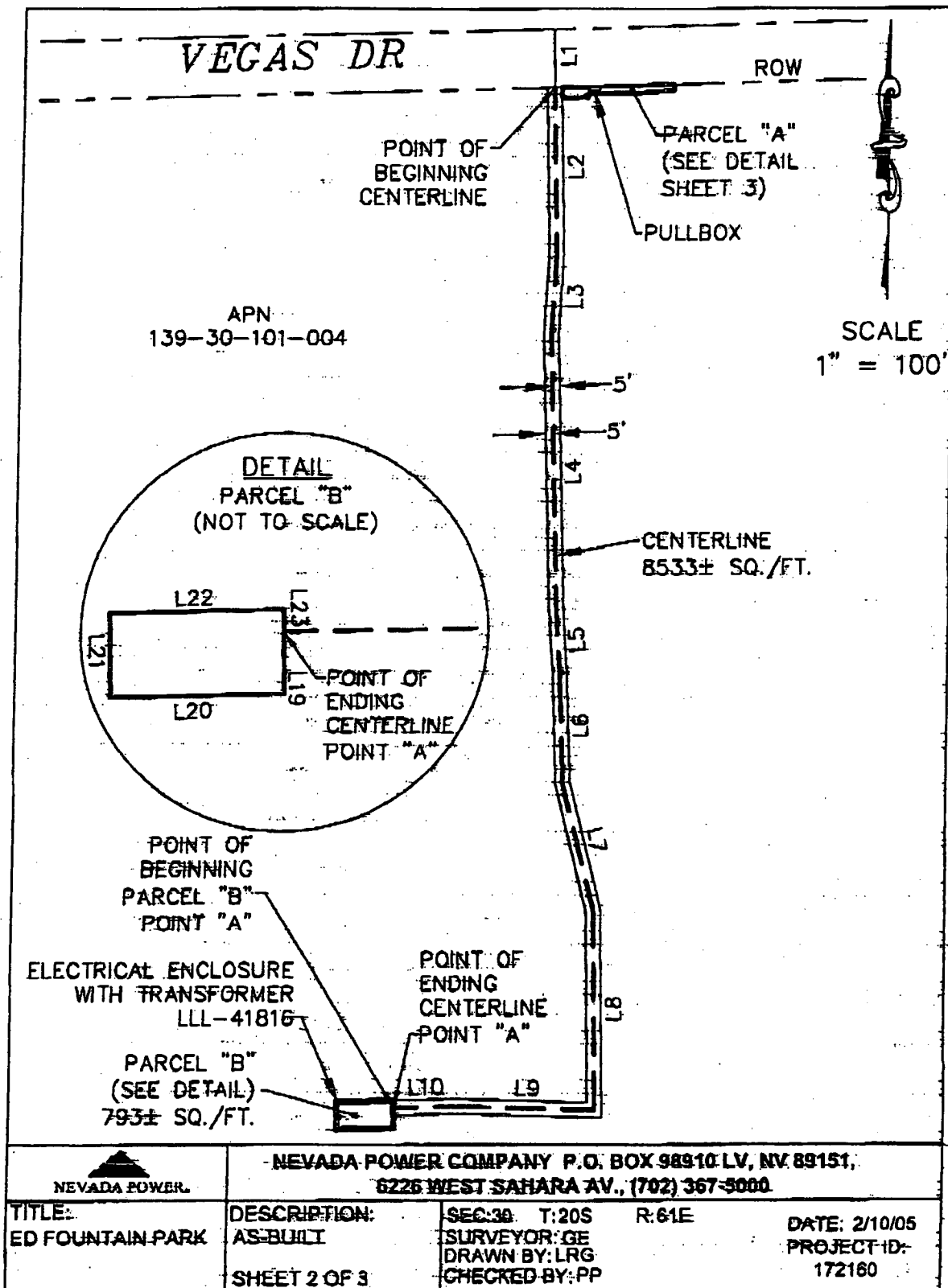
Prepared by:
Paul E. Pangus, P.L.S.
Feb. 10, 2005



EXPIRES 12/31/05

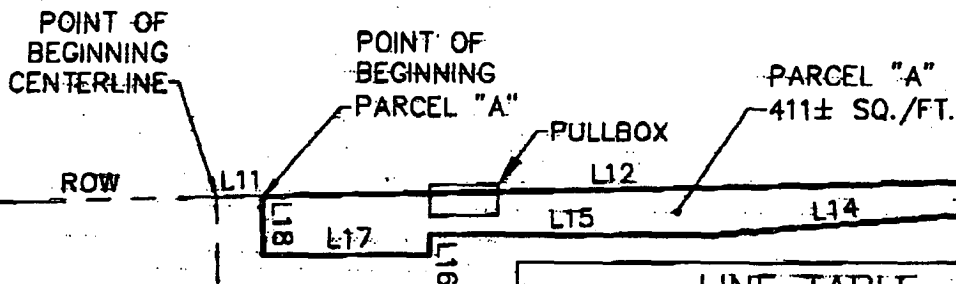


 NEVADA POWER.	NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151, 6226 WEST SAHARA AV., (702) 367-5000		
TITLE: ED FOUNTAIN PARK	DESCRIPTION: AS-BUILT SHEET 1 OF 3	SEC. 30, T. 20S, R. 61E SURVEYOR: GE DRAWN BY: LRG CHECKED BY: PP	DATE: 2/16/05 PROJECT ID: 172160



VEGAS DR

SCALE
1" = 20'



LINE TABLE

LINE	LENGTH	BEARING
L1	40.00'	S01°23'04"E
L2	114.47'	S01°33'26"E
L3	55.07'	S02°59'58"W
L4	195.34'	S01°45'33"E
L5	47.46'	S04°11'44"E
L6	74.69'	S02°02'34"E
L7	89.72'	S14°08'43"E
L8	139.41'	S01°03'54"E
L9	93.23'	N88°26'25"W
L10	43.93'	S88°51'06"W
L11	5.00'	N88°36'56"E
L12	77.76'	N88°36'56"E
L13	3.79'	S04°37'29"E
L14	28.30'	S85°22'31"W
L15	31.19'	S89°59'04"W
L16	2.27'	S00°29'19"E
L17	18.49'	S89°30'41"W
L18	6.62'	N01°33'26"W
L19	14.51'	S01°14'39"E
L20	39.88'	S88°45'21"W
L21	19.89'	N01°14'39"W
L22	39.88'	N88°45'21"E
L23	5.38'	S01°14'39"E



NEVADA POWER COMPANY P.O. BOX 98910 LV, NV 89151,
6226 WEST SAHARA AV., (702) 367-5000

TITLE:
ED FOUNTAIN PARK

DESCRIPTION:
AS-BUILT

SHEET 3 OF 3

SEC: 30 T: 20S R: 61E
SURVEYOR: GE
DRAWN BY: LRG
CHECKED BY: PP

DATE: 2/10/05
PROJECT ID:
172160