

**CITY COUNCIL MEETING OF**  
*April 4, 2007*  
**VERBATIM TRANSCRIPT ITEM 47-49**

**Item 47 Discussion and possible action to approve the Amendment to Settlement Agreement between and through the Las Vegas City Employees Association and the City of Las Vegas (\$93,797 Salary + \$37,518 Benefits - General Fund)**

**Item 48 Discussion and possible action to award Agreement No. 060085 for the Operation and Management of the Centennial Hills Community Center located at Buffalo Drive and Deer Springs Way - Department of Leisure Services - Award recommended to: YOUNG MENS CHRISTIAN ASSOCIATION OF SOUTHERN NEVADA (YMCA) - (\$460,000 - General Fund) - Ward 6 (Ross)**

**Item 49 Discussion and possible action on the proposed operational plan for the Centennial Hills Active Adult Center located at 6601 North Buffalo Drive (\$120,000 General Fund) - Wards 3, 5 and 6 (Reese and Ross)**

**APPEARANCE LIST:**

OSCAR GOODMAN, Mayor

MARK VINCENT, Director of Finance and Business Services

LOIS TARKANIAN, Councilwoman

TOMMY RICKETTS, President of the Las Vegas City Employee Association

LARRY BROWN, Councilman

GARY REESE, Councilman

MIKE LUBBE, YMCA of Southern Nevada

STEVEN ROSS, Councilman

DR. BARBARA JACKSON, Director of Leisure Services

50 minutes

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**MAYOR GOODMAN**

Okay, Items 47, and 48. Forty-seven is discussion and possible action regarding the Amendment to Settlement Agreement between and through the Las Vegas City Employees Association and the City of Las Vegas. And 48 is discussion and possible action to award Agreement Number 0-6-0-0-8-5 for the operation of management of the Centennial Hills Community Center located at Buffalo Drive and Deer Springs Way, Department of Leisure Services award recommended to Young Men's Christian Association of Southern Nevada, the YMCA, and this is in Ward 6.  
Mr. Vincent.

**MARK VINCENT**

Good morning, Your Honor, Mark Vincent, Finance and Business Services. I'd like to take these in sequence. When the City originally conceived of the Centennial Hills Community Center project and as it evolved to become what it is today as a 98,000 square foot facility, it was always contemplated, at least, from Council's direction's as well as managements recommendation that this facility would be operated by an entity, a non-profit outside the City of Las Vegas. And that was always the approach we were gonna take. We do have Article 33 in the Collective Bargaining Agreement with the LVC CEA that requires that we give them 30-day notice before we do such a, such an out-sourcing as well as provide a feasibility study that show the economics of that decision.

In the course of doing that process, the CEA didn't feel that we've complied with the requirements of the Collective Bargaining Agreement and they filed a grievance. And, so this settlement we have in front of us today is primarily, is a settlement of that grievance with the LVCEA. So, the first thing is that it does settle the agreement. I wanted to also point out, we talked about this at a budget workshop, I wanna make this clear that this, from our perspective, it was always going to be required that Council was going to have to approve any funding of any positions called out in this agreement. Ultimately, that agreement needed to be ratified by Council's decision on those positions. So, it's always been our situation. As you know from the budget workshop, we talked about there being a lack of revenue to fund new positions and this agreement called for, amongst a few other things, the creation of seven new positions. Staff could not recommend to you at the budget workshop the creation of seven positions so hence now we are talking about an amendment to that agreement. But, first let me just cover the three major points with the agreement as we originally signed with the CEA last September. One of the first thing I did, of course, was not only settle the grievance but it was required that we were gonna work in good faith with the CEA to resolve the issues and discrepancies in Article 33, and during that process, that six-month possess, there would be a law or a toll, if you will, a tolling of where a, both parties would agree not to file any grievance during that period, during that time.

And by the way, just for the record, I think we have two meetings set up this month, on April 19<sup>th</sup> and 20<sup>th</sup>, to finish those discussions on the re, rework of Article 33 and I'm pretty confident that we'll get that concluded by the end of the month. The other thing I did, as I mentioned, created seven new positions to support the community center. In addition to the, to do the contract with the non profit to operate it, the other thing it did is, it created a new position for the CEA by providing 80 by weekly hours of paid administrative leave so they could have another CEA official to work in what we consider to be somewhat of a test program to help us with some of our training issues with respect to supervisor, particularly supervisor training. And that program was to run concurrent with the current Collective Bargaining Agreement and it was creating new vested, vestive rights for that to continue beyond, I think, June 25<sup>th</sup> to 2011.

So, the fact that we couldn't fund the seven positions brings us to the amendment, the amendment, the changes that the amendment makes is that the three new maintenance positions would be created but not funded until such time as the financial conditions change and Council is prepared to appropriate money for those new positions. But those positions will not be funded until after the public safety positions that the Council deems are necessary. Those maintenance positions will be assigned concur, based on current management practices with respect to the four active adult positions that we're, to operate the active adult center. And, by the way, the non-profit, the YMCA

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which is the next agenda item that we're recommending award of an Operating Contract was not interested in operating the active adult center. So, we've always had contemplated the City was going to operate the inactive, the active adult center. Those four positions would also be treated as a high priority, not necessarily right after the first three maintenance positions but as a high priority as the economic conditions improve and that the CEA would agree to the City operating the active adult wing at the new center on a limited basis not to exceed 20 operational hours a week using existing staff and resources.

The CEA also asks to have the right to review and comment on the maintenance services section in the Operating Agreement, which is the next agenda Item 48, which they have reviewed and I think Mr. Ricketts probably has some comments about that today. It also kept in the 80 by-weekly hours for the CEA official. And, one of the other things it also did, it expressly states that it expressly understood and agreed that only the City Council has the full discretion and authorizing and prioritizing positions that there's nothing in this agreement that would excerpt the Council's authority in doing this. So, with that staff recommends approval of the agreement as amended.

**MAYOR GOODMAN**

Thank you. Any questions of Mr. Vincent before we hear from Mr. Ricketts.

**COUNCILWOMAN TARKANIAN**

Mr. Mayor.

**MAYOR GOODMAN**

Yes.

**COUNCILWOMAN TARKANIAN**

When you say that you'll be taking present, using existing staff and resources to operate the center for senior activities 20 hours, no more than 20 hours a week. Are we able to do with our existing staff and resources without causing problems other places?

**MARK VINCENT**

Councilwoman, I believe agenda Item 49 is going to address that and I believe staff, the sure answer staff things we can, but Dr. Jackson's gonna address that in detail, of agenda Item 49.

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**COUNCILWOMAN TARKANIAN**

Thank you.

**MAYOR GOODMAN**

All right. Mr. Ricketts.

**TOMMY RICKETTS**

Thank you, Your Honor, it's, I appreciate this opportunity. First I'd like to say congratulations to the three of you on your reelection and thank you for doing the right thing by appointing somebody in the Ward 5 City Council seat, especially somebody that's recognized and respected in the community. I know, Monday, in the Assembly Government Affairs, Assemblyman Munford was really concerned about that. Secondly, I commend Betsy Fretwell on working with us diligently to find resolution to this after the budget workshop. So, with that, I would just ask you to approve this amendment and direct staff to continue working with us and with the open minds to communication.

**MAYOR GOODMAN**

All right. Thank you. Any questions of Mr. Ricketts?

**COUNCILWOMAN TARKANIAN**

Mr. Mayor.

**MAYOR GOODMAN**

Yes.

**COUNCILWOMAN TARKANIAN**

I just think it's wonderful that the Las Vegas City Employees Association working with our staff you were able to come to this agreement. At one time it was really far apart and it's obvious you've worked very very hard and I think you should be commended for your group too.

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**TOMMY RICKETTS**

Thank you.

**MAYOR GOODMAN**

Councilman Brown.

**COUNCILMAN BROWN**

Thank you, Your Honor. I just had a couple questions to clarify. This, Item 47 is an amendment to the agreement so that they're packaged together?

**MARK VINCENT**

Yes. In your backup I believe that's there's both the original agreement and the amendment to the agreement.

**COUNCILMAN BROWN**

Okay. If we could just, on Page 2 of the agreement, Number 5. I guess, Mr. Ricketts, this would speak to the CEA and you and your board taking a look at the operating agreement in advance.

**MAYOR GOODMAN**

You have a copy of it, Mr. Ricketts?

**TOMMY RICKETTS**

Yes, I do.

**MAYOR GOODMAN**

Okay.

**MARK VINCENT**

Councilman just for verification, are you on item 5 of the agreement or on item 5 of the amended, Amendment to the Settlement.

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**MAYOR GOODMAN**

Amendment.

**COUNCILMAN BROWN**

Amendment to the Settlement.

**MARK VINCENT**

Okay. All right. I'm with you.

**COUNCILMAN BROWN**

Page 2.

**MARK VINCENT**

Right.

**COUNCILMAN BROWN**

Number 5.

**COUNCILMAN BROWN**

The LVCEA will have the right to review and comment on any provisions prior to any anticipated completion or approval of the operating agreement by the City Council. So that has been met.

**TOMMY RICKETTS**

Yesterday morning there was a meeting, Councilman Brown.

**COUNCILMAN BROWN**

Thank you. And, on Number 6, just on the language, as far as City staff on a limited basis not to exceed 20 hours, operating hours, a week. And Dr. Jackson will explain that in 49 but, if there are ways to increase that 20 hours, during, I guess, the opening of that facility, can we do that or is this a mandatory you cannot operate it more than 20 hours?

**MARK VINCENT**

That's, as I read it, it says open to seniors and utilizing existing staff on a limited basis not to exceed. I don't know. Dr. Jackson would first have to speak to whether or not she would have the resources to operate it beyond 20. I guess the question I'm having in my head, based on the question you've asked, is if there was a possibility to expand those hours with volunteers, for example. I don't know.

**COUNCILMAN BROWN**

Is that a bargaining issue?

**TOMMY RICKETTS**

Councilman Brown, that would be, in my opinion, a bargaining issue since we do have an exclusive reclause in Article 2 of the contract.

**COUNCILMAN BROWN**

Very good. I appreciate that clarification. And are we comfortable, for the record, on Number 7, the last line of the page. It will be recommended that these four positions be included as part of any next group of new positions having high priority. Is there a comfort level, Mr. Ricketts and Mr. Vincent, on what high priority means?

**MARK VINCENT**

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I think there's a comfort level with the caveat that as I understand this agreement, it sets the responsibility in the control in the hands of the Council to determine at what point have we met, not only the public safety issues, then the three maintenance positions, but you may have other non-public safety positions that you feel have a higher priority than staffing the senior center in the way I read this agreement in its totality you have discretion to decide where that is. That's the way I read it.

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**COUNCILMAN BROWN**

Public safety and then we have the three

**MARK VINCENT**

The three maintenance

**COUNCILMAN BROWN**

additional positions. Then this group of four goes into the next cluster of positions that will be evaluated by management.

**MARK VINCENT**

And ultimately it'll prove decided upon by Council and approved and funded by Council.

**TOMMY RICKETTS**

If I could just state for the record, Councilman Brown, through you, Your Honor.

**MAYOR GOODMAN**

Certainly.

**TOMMY RICKETTS**

Its it's my position, you know, number one I'm I don't think we do enough for seniors as it is. It's a passion of mine since belonging to the citizens association we try to help out where ever possible. When this issue came up and we're trying to find a, I guess, some sort of a way to protect the integrity and our rights through collective bargaining but also to protect the integrity of a department, this item was discussed. I think that, you know, after having some discussion with other directors, I know in the Planning Department, I can understand issues like that that are revenue generating and also so that we continue to grow so that our consolidated tax does increase. I understand those principles. I think what that was, the opportunity based on Dr. Jackson's participation in the meeting that the City does have limited resources. There is a northwest senior center, an old Fire Station 9 across from the Santa Fe Hotel and Casino, from what I understand, the seniors love that facility, don't want to close it, and when we were originally coming up with the agreement itself, we wanted to make sure that the existing employees who have dedicated their careers to severing the seniors with limited resources and capacities to do so, were protected in that agreement. So I think that there, there's always room for compromise. I would offer up if we need to do something to address that issue, I want it to be known, on the record, that we're always willing to do so. It's the City's position though, based on funding, they could not fully fund the positions is the reason we're in this predicament now trying to find a resolution. So, anything that's there in writing is always open for discussion in the future and if there is a way so that we can take care of the needs of the seniors, especially in a new facility, I'd be the first one to be sitting at the table saying, Hey, what can we do. And that offer's there and it's on-going.

**COUNCILMAN BROWN**

Thank you, Mr. Ricketts. And my last question, Your Honor, is on the CEA position, that's being approved as parts of this formally. Now what, my understanding, if the association chooses employee X to fill that slot, what position is management in to back fill employee X normal City responsibilities? Does that factor into new positions?

**MARK VINCENT**

Yes. That would factor in a new position. The concept, in general, we begun to talk about. The issue that we have from an operation standpoint, we can take employee that's in a particular division/department, that's assigned a particular job and now they're full time on CEA business. It's difficult for that division/department to maintain supervisory and management responsibilities over an employee that they really don't have any control over. So we began to talk about taking

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those positions and putting them in an organiz, organization of, for lack, for the lack of a better word, a phantom organization under Human Resources to house them there and then allow departments to request a sort of a dual fill, if you will, of that position so that work gets done; That's just been in discussion. No matter what we do it is a new, it would look like a new position.

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**COUNCILMAN BROWN**

Thank you. Your Honor and good luck on the 19<sup>th</sup> and the 20<sup>th</sup>.

**MARK VINCENT**

I think we'll do it.

**MAYOR GOODMAN**

Any other comments or questions. All right. That was 47.

**MARK VINCENT**

That was 47.

**MAYOR GOODMAN**

Did you wanna address 48 now?

**MARK VINCENT**

I'd be happy to.

**MAYOR GOODMAN**

I think they're companion items, are they not?

**MARK VINCENT**

They are and 49 is also companion too but we needed to take them in sequence any way.

**MAYOR GOODMAN**

All right. Well let's vote then. We'll vote on 47. Could I have a motion, please. This would be, I guess, Mayor Pro Tem, you wanna make a motion?

**COUNCILMAN REESE**

**I would move to follow Mark's recommendations, please.**

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**MAYOR GOODMAN**

All right. Let's vote on 47, please. Post. Motion carries. **(Motion carried unanimously)**  
Now we'll go on to 48, which I've already read into the record.

**MARK VINCENT**

Thank you, Your Honor, on Item 48 is the Operations and Management Agreement that we're proposing, as awarded to YMCA, Young Men's Christian Association. Just a few highlights, probably more than a few, but let me cover a few things. This is BLM site, so ultimately this agreement is contingent upon final approval by the Bureau of Land Management, as well as you here today. It's a, contemplates a five-year contract with two five-year options. The YMCA would pay the City of Las Vegas a \$1300-a-month administrative fee. The City has the right to review and approve YMCA programming and fees.

By the way, I should have mentioned this agreement has a precedent and that is the Durango Hills Community Center is operating under similar agreements. So this agreements been very much modeled after that and we knew that we had success with the Bureau of Land Management and getting their approval for that type of agreement. It does provide for a joint use without any cap and such a large facility at this point, that the City has the right to use the facility. All we have to do is coordinate and inform the YMCA. It does provide for \$58,000 in preoperational cost to the YMCA. We also, in our capital plan for the construction of the facility, included \$400,000 for furniture fixtures and equipment.

The YMCA is gonna be responsible for routine maintenance and custodial. The City's gonna be responsible for utilities; for operating the active adult wing, which is the next item, Item 49 we'll be talking about with Dr. Jackson. The City will be responsible for maintaining the exterior grounds and facility equipment, heavy equipment, mechanical equipment. The City will be responsible for any repairs due to any patent or latent building defects or pool defects from the construction and well be covered under, I think it's a two-year warranty period for that construction as well. The City does reserve the right to do the regular and routine maintenance custodial if the City chooses to do that. That would speak to, if the City funded the three maintenance pers, positions that we talked about on Item 47, decided we wanted to put them at Centennial Hills and fulfillment of that portion of the Settlement Agreement, that the YMCA would give us a credit back for that on a deferred basis on a sliding scale. So, that option is at our discretion.

The YMCA would not heat the outdoor pool during off-season hours which should be, I think, Labor Day to Memorial Day, in the off-season. They wouldn't heat it, which means there wouldn't be any use of the pool for school or teams swimming without the permission or consent of the City of Las Vegas. And, obviously, that's because we're paying the utility bill and it's gonna be a significant utility bill to heat those pools. So, they won't do that without our consent. And then finally, the YMCA will report in its monthly reporting to us the fundraising efforts at that site, and, at our request, we'll also provide any regional or national fundraising information.

So, with that, those are the general highlights. I know that Mr. Lubbe is in the audience from the YMCA. You may want to ask him a question or two, but, with that, staff is recommending approval of the contract.

**MAYOR GOODMAN**

Very good. Did you want to be heard Mr. Ricketts?

**TOMMY RICKETTS**

Yes, I would. Couple of comments that I would or a couple of things that I'd like to ask the City Council, to direct staff to do, number one is, is to make sure that we continually monitor, not only this contract but every other contract that we utilize and I know staff is rather limited, but we've had serious concerns in the past, especially with custodial in some of the provisions of the contract not being followed up on. But on this one here, I would ask that they, that it is monitored and that if any reports are issued that we, that I'd be included on that or Las Vegas City Employee's Association. Number two, since the City does have some requirements and the contractor will also

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have some requirements, if City staff is utilized to do some of those portions that are spelled out on the contract, I would like to be notified, if possible.

And with that I would encourage you to fund those positions. I know it is hard for the City to continually operate doing more work for more people with less staff. I know an analogy that was shared with me, you just create, you know, we're all asked to follow rules procedures and laws, not to break the speed limit, especially in a marked vehicle, at the same time we built in more, 10 more miles of streets and the street sweeper operator is told, listen, I don't know how you're gonna do it but you're gonna have to do 10 more miles before you go home today. That's kind of where we're at in some areas. So, I would ask the Council to be cognizant of that, and we, I will commit to work with you at any way possible to find some resolutions to some of these concerns, I think that are shared mutually. So with that, those are my comments.

**MAYOR GOODMAN**

Very good. Thank you, Mr. Ricketts.

**MARK VINCENT**

Your Honor, may I clarify something Mr. Ricketts said. I just want to make sure I understood. When you were speaking about giving you notice of whenever City staff is performing, we're talking about specifically the functions under Section C

**TOMMY RICKETTS**

C3.

**MARK VINCENT**

C3.

**TOMMY RICKETTS**

Yes.

**MARK VINCENT**

Okay. I just want to make sure so that any time City staff's doing functions that were assigned to contractor. I want to make sure that was clear to me.

**MAYOR GOODMAN**

All right. Very good. Mr. Lubbe, would you like to be heard?

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**MIKE LUBBE**

Very briefly, Mayor. Mike Lubbe, representing the YMCA of Southern Nevada. We just like to thank the City Council and the staff for working so diligently with us over the course of the last, seems like two or three years to get this agreement on. We're very, feel very pleased and privileged for this opportunity. Had an opportunity to take the hard-hat tour about a week back and see what, I think, will be a very outstanding facility for the residents and the community and we will work diligently with staff to stretch the dollar as far as it can be stretched and make sure that as many positions can be filled as possible and many services can be provided. So, we'd like to thank you for that and if there are any questions of us, we'd be prepared to answer.

**MAYOR GOODMAN**

Very good. Thank you, are there any questions of Mr. Vincent, Mr. Ricketts or Mr. Lubbe at this time?

**COUNCILMAN BROWN**

Yes.

**MAYOR GOODMAN**

All right. Councilman Brown.

**COUNCILMAN BROWN**

Thank you, Your Honor. Most of the questions are just gonna be clarifications with a couple comments but I did want to get in to some specifics. I guess I'll start on Page 5 of 28, B9, the City's Administrative Service Fees. Mr. Lubbe, do you have a copy of your contract?

**MIKE LUBBE**

I don't, but I'm familiar with that.

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**COUNCILMAN BROWN**

Okay. And just to preface the specific questions, my understanding that the foundation of the contract at Durango Hills which used the foundation

**MIKE LUBBE**

Thats correct.

**COUNCILMAN BROWN**

and I think weve improved that in some areas, but that was the justification. So, the first one, my understanding is that the Citys designated contract monitor would be reimbursed after the first year by the YMCA?

**MARK VINCENT**

With respect to this section here, B9, basically, this is very similar to the Durango Hills contract where the YMCA is paying the fee to the City for the, essentially, the use of the facility. Is there something specific I missed?

**MIKE LUBBE**

I think, Councilman Brown, to answer your question, I think the administrative fee allows the, allows funding for individual to monitor the contract, or monitor the operation of the facility.

**COUNCILMAN BROWN**

And that, we're doing that at Durango Hills?

**MIKE LUBBE**

That's true.

**MARK VINCENT**

The fee, yeah, the fee is, was started out, I think, at \$1200 or, I think (inaudible)of a thousand, but it also has a CPI square. So this is very much exactly what we're doing at Durango Hills.

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**COUNCILMAN BROWN**

The same page, Page 6 of, just out of curiosity, because we have some issues at the golf course, the C2 Operational Standards, Hazardous Substances or Hazardous Waste, is anything involved in the pool would that fall under this category?

**MARK VINCENT**

It could, but Im not a hazardous material expert, but

**COUNCILMAN BROWN**

Could we just check that, because I know weve, we ran into some problems at the golf course with some issues. Page 9 on C8, the Community Need Survey and Assessment, as well as C8 and C9. I think its, if theres one part of the Durango Hills relationship with the Y, the partnership is, I dont think we do enough in the ways of cooperating in joint efforts in such things as assessments and marketing. So, this is just a comment, that if theres ways we can incorporate, if Mr. Lubbes going to be doing an assessment. I know the City does similar activities, but we if we could almost make it transparent where were truly as a City community center, assessing the needs of a community and not just so much the YMCA is gonna do this part and the City is gonna do their part; just take a look at those two activities, ways that we can jointly, especially in the form of advertising, marketing programs, the pools, things like that. It would be beneficial not to segregate. It gives the opportunities to incorporate both activities.

Page 10, Subset C, number two, I hope this is a typo: the contractor agrees to furnish and set service on a fair, equal and on discriminatory basis.

**MARK VINCENT**

(Inaudible)

**COUNCILMAN BROWN**

So, its a non-discriminatory basis. All right.

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**MARK VINCENT**

Well correct that.

**COUNCILMAN BROWN**

It should be, just in case someones reading the contract. The same Subsection C, number eight; whether a full-time, part-time employee trainer whether or not paid volunteer shall successfully pass a background investigation conducted by Metro. So, were asking the Y, every employee in this City facility will have a background check by Metro?

**MIKE LUBBE**

Thats correct.

**COUNCILMAN BROWN**

Is that your standard procedure?

**MIKE LUBBE**

Yes.

**COUNCILMAN BROWN**

Do we do that at the City?

**MARK VINCENT**

You bet.

**COUNCILMAN BROWN**

On all our volunteers?

**MARK VINCENT**

You bet, and thats why its in this contract.

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**COUNCILMAN BROWN**

Well, thats very good to know and Im sure the public

**MARK VINCENT**

You feel safe, dont you.

**COUNCILMAN BROWN**

appreciates that. Next page, Page 11, I think this came up early in the discussion. I know that Councilman Wolfson is well aware of this. But, in particular, the first paragraph, C11, Pool Operations, should a third party request the rental and heating of the outdoor pool, etcetera, etcetera, with YMCA concurrence, not to unreasonably withheld by the City may rent to a third party. And I know that our offices have been contacted, by the school district in particular, saying, we want more space. Weve heard that from lacrosse, senior softball, just about everything. But this is becoming a real demand, so this, I think it speaks to the policy that were using citywide, that if a third party, like the school district, wants to use our facilities, theyre certainly welcome to, but its my understanding that theyre been asked to pay for that heating cost.

**MARK VINCENT**

That would be my position, if youre asking the Finance Director

**COUNCILMAN BROWN**

Well, in

**MARK VINCENT**

but thats exactly the issue here.

**COUNCILMAN BROWN**

in relation to this contract . I know that were

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**MARK VINCENT**

It

**COUNCILMAN BROWN**

subsidizing right now.

**MARK VINCENT**

It would, as I would envision it, if we had a third party coming to us and wanted to, say the school district came and said, we want to use the pool for the swim team, and they approach the Y, the Y contacts us, our position would be, we ought to be getting full cost recovery for the use of the pool. The school district would probably have a different position, and I would envision something would be brought to Council and ultimately you would decide how much, if any, subsidy you would want to provide to the school district. But I can tell you that we estimate the gas heating bills for, when these pools come online, with the existing year-round pools that we have that have gas heating, were talking about a million dollars a year in heating costs, just for the pool alone. Its not an insignificant number.

**COUNCILMAN BROWN**

And I think that will come up at our budget conversation, but this recently happened at Durango Hills. The school district wanted to use it, we said fine, but they wanted the City to subsidize close to thirty, forty thousand, which it was never identified in lasts years budget. So, Page 12, and a lot of this is clarification and edification, really, the holidays, the contractor will close, D3, will close the contract area on the following legal holidays, those four. Is that normal Y practice?

**MIKE LUBBE**

Yes.

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**COUNCILMAN BROWN**

Page 13, this is, I thank Councilman Ross and staff for putting this one in. We have tremendous demands at Durango Hills. We have tremendous demand at all our community centers. Meeting space now has become a premium, especially in light of certain schools. Councilwomans aware of this, now have a policy, they dont allow people to meet in their cafeteria as much as they used to. So, that, I think thats a great add there, that, you know, its the Ys discretion to bring in a non-profit for free or maybe its a for profit that wants to use the space. Its at their discretion that they can rent that space. Thats been a great demand.

On Page 15, bottom of the page, Termination for Convenience. Is this, likewise, part of Durango Hills?

**MARK VINCENT**

You know, I dont know, if it is in Durango Hills or not. I dont know if my staff knows. It is a standard, it is standard contract language that we attempt to get into every contract that we negotiate, it, I will tell you that. But I cant tell you off the top of my head, if its in Durango Hills or not.

**COUNCILMAN BROWN**

Well, just

**MARK VINCENT**

And I dont know if Mr. Lubbe is, even knows that answer.

**MIKE LUBBE**

Im not sure, if thats the case.

**COUNCILMAN BROWN**

Obvious concern here is, they open up, three months later we say, hey folks, thank you for opening up, but were going to take it over. Could we put on the record that theres some kind of a practical approach or reasonable approach. Termination for Convenience seems, to put a partner, maybe not just the Y, if this is in all our other contracts, I can understand, but it seems like its

**MARK VINCENT**

We certainly

**COUNCILMAN BROWN**

Do you think its an easy way out after negotiating a contract.

**MARK VINCENT**

Well, if the question is, that if we terminate for convenience, should there be some responsibility for the City to keep the YMCA whole. Well, for example, if theyre in the long-term leases, were going to assume those leases, for example. There may be other issues that I havent thought through, but, if thats what you were referring to

**COUNCILMAN BROWN**

It seems we go a long way, as far as, for any reason whatsoever, paren, including no reason, we could just terminate. But, I just put that on record. I think that we owe our partners a little more than that.

E19, on page 23, Conflict of Interest City Officials. Is that a standard and practical paragraph?

**MARK VINCENT**

Yes.

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**COUNCILMAN BROWN**

On, well, on the attachment to the joint use, I said that in our briefing, I think Councilman Ross was in there. I want to applaud the City, Leisure Services and the Y. This joint use that spells out that, even though they're operating it for us, it's our facility and we should take advantage of that space as much as anybody. I think that's a great start. I hope that we can build on that scope of work and bring some of that to the Durango Hills side of it because we did not do any, anything as formal. But I thought that was tremendously forward, as far as benefits to the City. And my last one

**MIKE LUBBE**

Councilman Brown, one comment I want to make on the joint use as well. There was some mention earlier about the active older adult center and limited hours, but at many of the Y facilities, we do have instructors that provide activities for active older adults that could be utilized in the event that they need to be conducted. So, if there's group exercise classes or the things that need to take place and there's a volunteer leader that needs to do that and or the like

**COUNCILMAN BROWN**

As long as didn't jeopardize

**MIKE LUBBE**

well stand back.

**COUNCILMAN BROWN**

any kind of C2 bargaining unit. So, let's just be careful of that. My last comment, and perhaps the one that's most important, from my perspective, is Page 5 again, that the whole maintenance issue. I don't want this to become a problem either at Durango or Centennial down the road. The situation, the agreement we just passed, takes those three designated maintenance positions for Centennial Hills, makes them a priority. They may get assigned here, they may get assigned to a park, whatever the case may be, if the scenario plays out that those are assigned to another part of the City, the Y has accepted that they will take over the maintenance costs.

**MARK VINCENT**

It was always contemplated that the YMCA would do routine, maintenance and custodial, and that's how they actually bid on their performance. We actually know exactly what they did for that, and when we were in negotiations with the, of the bargaining unit on this issue, it was contemplated that we could, perhaps take over that from the Y with the new positions that we had bargained for. So what we did is we put that other language in there with the Y that says if we elect to do that, we want a credit back from the bigger budget. So, that's

**COUNCILMAN BROWN**

And we, likewise, talked in the briefing, but I'll put it on the record. One of the things that this partnership, one of the goals of the partnership is to look for those organizations that could help us stretch our resources, both facility wise, labor wise, money wise, and one of the things the Y can do that we just don't have the ability, is to provide this type of maintenance, either through volunteer work or bringing a firm that is less costly, hopefully that still does a good job. So, from policy perspective, we were going to put three positions into the Y and yet make the Y pay for those positions, even on a prorated basis. And that, not only with this contract, but if we look at opportunities down the road, that is in conflict with why we even get in it in the first place. So, we had this discussion, but I just, it's in the contract, and I guess that's fine. The reason why we bring in this is to try to save us money. I'm not sure we should be imposing certain positions into the partnership and then making them pay for those. I could see if we were going to provide maintenance or, you know, coordinated positions or something like that to build the partnership. But that's our position and we should pay for that. So, that's my perspective, down the road, that if

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in fact were going to bring positions into this facility, which if its needed or necessary, Id support that. But not make them pay a position that they can do a lot cheaper and is part of the foundation for why we have from the first place. So, I know a couple of people disagree with me on that, but thats my last comment.

I want to thank, certainly, Mr. Ricketts, the YMCA, City staff did a great job. I think theyve built off the Durango, taken some of the things we did there and actually improved them and most importantly, Councilman Ross, hes got absolutely the nicest facility, as does the City of Las Vegas, anywhere in Southern Nevada. And I wish everybody the best on it. Those are my comments, Your Honor.

**MAYOR GOODMAN**

All right. Thank you very much. Any other comments at this time? All right. Thank you, gentlemen. We appreciate it. Councilman Ross.

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**COUNCILMAN ROSS**

Thank you, Your Honor, and Councilman Brown, I appreciate all of your comments and questions and value those a great deal. I also wish to express my appreciation for this team. Im gonna to go down the line here; Mike, Tommy, Mark, Betsy; you guys did a great job, and anybody else who was part of this. This is a partnership and thats what I have envisioned from the beginning. Im, actually cant believe were almost there. Were almost there. I can go out there and touch it. I can feel it and I can see it. And I too got the nice tour of it and I can see by the smile on your face youre excited because Im excited. Its a great day for Ward 6. The bagpipes, Floyd Lamb and now this; a premier 98,000 square-foot recreational facility in the heart of Centennial Hills for the benefit of the, this community.

Tommy, your team, you understand the importance of this partnership and I know Mr. Lubbe does as well. Had numerous conversations with him, had numerous conversations with you. This has been truly a team effort. I want to extend my appreciation to your union members for their patience and understanding as to where we are. We do have opportunities out there. Whether it's, Mr. Lubbe's got some senior programs out there, some active adult programs just built into your programs already. Whether it's swimming or aerobics or what have you. Those are already there, but I think there's I mentioned earlier about the Floyd Lamb Tule Springs, that there's a lot of folks who would like to donate their time and to come out there and serve and have that opportunity to do so. There's a lot of great retired folks that would want nothing more than to give back to their community. Here we are Councilmembers and Your Honor, once again providing an invaluable great service to this community to enrich the quality of life for the residents of this City. So, I'm grateful for that opportunity and I'm grateful for that reports. With that, Your Honor, **I move to approve agenda Item 48 and follow staff's recommend recommendation to do so.**

**MAYOR GOODMAN**

All right. Thank you. Let's vote, please. Post. Motion carries. **(Motion carried unanimously)**  
Thank you.

Now we're up to 49. Discussion and possible action on the proposed operational plan for the Centennial Hills Active Adult Center located at 6601 North Buffalo Drive. This pertains to Wards three, five and six. Dr. Jackson.

**BARBARA JACKSON**

Good morning Mayor and Council.

**MAYOR GOODMAN**

Good morning.

**BARBARA JACKSON**

Congratulations to the three of you on your elections.

**MAYOR GOODMAN**

Thank you.

**BARBARA JACKSON**

And congratulations, Councilwoman Williams, welcome to City Hall. She's not here, but welcome anyway. In the summer of this year the Centennial Hills Center will open a 12,000 square-foot facility which is dedicated primarily to the seniors. We hope to call that the Centennial Hills Active Adult Center and that's in recognition of the many seniors who are quite more active than our normal senior centers have been; our baby boomer population from 1945 to 1962. There are a significant number of seniors of that age group. It's a growing community and we want to recognize that with the beginning of the Centennial Hills Active Adult Center. It's one of our fastest growing segments. In order for us to staff that, Leisure Services was not given staff, additional new staff, to do that so weve looked internally and we began with our senior division

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looking through all of the senior center facilities that we have. We looked for the minimal impact that it could possibly have and we've come up with a scenario that gives us enough people to be able to man it for at least the 20-hour operation that was discussed previously. We hope to do that with a full-time coordinator, which we hope to get from borrowing a vacant position from the East Las Vegas Senior Center. Positions currently vacant there and we'd like to overfill that position with a coordinators position to accomplish that. We also have some downtime that we'll be experienced due to the expansion of another of our facilities which is the Doolittle Center. In about another month or so, it will go down for renovation and some of the programming will be downgraded, somewhat as, it moves over into the community center site and so that gives us the position that we could borrow 20 hours from. That person would work half time between Doolittle and half time between the Centennial Center. In addition, Leisure Services would provide six hourly staff to accomplish this.

Now, just so that you understand, behind the scenes there is what we call commissioning. We begin early on before our center is scheduled to open, which is the summer. We begin right now, as a matter of fact, as I stand here, we are ready to begin at a cost of about \$120,000, which Leisure will absorb. We can provide that type of service. When July 1 rolls around, we will need operational funding to continue that operation. The staff that I just mentioned, the full time hopefully up over filled coordinator, the rec leader, the hourlies (sic), could stay in the same state of activity through the spring of next year provided that we're given the operational funds to do that. In the spring of next year, it's very important that you know that the Doolittle Center will be back up and operational. That person will need to go back to that position full time and the East Las Vegas position will also need to be reinstated at East Las Vegas.

And so, our estimated costs, for a full years operation beginning July 1 of this year, is approximately 300,000. If Leisure is asked to do that, it will mean a significant change in the way we do business in Leisure Services. We can make suggestions about that, we are reviewing what that would mean. But if, as of July 1, there are no operational funds given to us, Leisure is expected to do that, it will mean something will drastically change and I will need the support of Council. In years past, I have been very fortunate to be a magician of sorts and make the things stay normal and still add on. That's not the case any more. It is what it is. And I just wanted to be frank and on the record with you about that. I can't pull anymore rabbits out of that hat. I'd like to also add on the record, Mayor, through you to Councilman Brown, regarding the YMCA, and the marketing part. We are on tap with a meeting scheduled already for April 23rd relative to marketing with the YMCA. So, we're very much on board with that; already in advance. Again, just reemphasizing that as of next spring, no matter how this goes, I would really like to implore you to make us whole with regard to Doolittle so it does not experience any change. Right now, they are going to be downsizing somewhat due to reduce programming and as well as East Las Vegas. So, with that, I would ask for staff, for you to accept staff's recommendation.

**MAYOR GOODMAN**

All right. Thank you. Are there any questions of Dr. Jackson? Councilman Ross.

**COUNCILMAN ROSS**

Just some comments, Your Honor, I don't think any questions. Doctor, I envision me handing you a dollar and telling you that I've got about \$10 of programs and activities and sports and Lacrosse and soccer and baseball that I need you to take care of, go handle that. I know I'm not your favorite Councilman.

**BARBARA JACKSON**

Yes, you are. Yes, I like new, youre new. I like you.

**COUNCILMAN ROSS**

But it's, and I appreciate your comments about pulling rabbits out of the hat. I know that you're trying real hard to make ends meet with the budget that you've got and the staff members that you

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do have. I'm fully aware of that and I'm grateful for your efforts to join with me in a team effort to make things happen out there and continue to do things. I'm very optimistic. I'm optimistic about our economy, our C tax is gonna come up. We'll be able to make it whole and we'll be able to continue to provide services for this entire City and your entire department. So, I'm optimistic about that and feel very good about that. One thing I did want to mention, I meant to mention earlier, Your Honor, if may

**MAYOR GOODMAN**

Certainly.

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**COUNCILMAN ROSS**

is communication. Mr. Ricketts had met some, mentioned some communication with staff and Mr. Vincent, Mike Lubbe, and I would like to also envision, gentlemen, since you're all here and with your department, that communication has to happen. Mr. Ricketts is in the middle of that communication belt. Good, bad, or ugly it makes, it doesn't matter. This is a team, this is a partnership and I'm kind of looking at you as a team leader here. So, good luck with that

**BARBARA JACKSON**

Thank you.

**COUNCILMAN ROSS**

dollar bill I gave you.

**BARBARA JACKSON**

Thank you for the dollar bill. I'd also like to thank Ed Jost, our Senior Division Manager, and Pete Priest and Drollis Henderson of the seniors because they spent many hours just trying to craft this so that we could at least have the 20 hours of operation.

**MAYOR GOODMAN**

All right. Thank you. All right. Mayor Pro Tem, do you have a motion?

**COUNCILMAN REESE**

Again, this is, I think all of us working together to make things happen. I know that we all want to have the same services in our Wards. I certainly respect new Councilwoman Williams and Doolittle as well as the operation at our East Las Vegas Community Center. They are great centers and we want to make sure that all the residents that use these facilities are taken care of. So, with those things said, hopefully July 1st we'll have, Doctor?

**BARBARA JACKSON**

I'm sorry. I just recognized that there's a correction I need to make for the record before

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**MAYOR GOODMAN**

All right. Go ahead, please.

**BARBARA JACKSON**

before you vote. I'm sorry, Councilman Reese. For the record, the language that is in the backup that states the proposed upgrade of a Recreation Leader to a Leisure Activities' Coordinator should read, the intent is to overfill, not upgrade, but overfill the Recreation Leader as a Leisure Services Activities' Coordinator. Sorry.

**COUNCILMAN REESE**

Thank you. That's correct. **I made a motion to follow staff's recommendation.**

**MAYOR GOODMAN**

Very good. Thank you. Let's vote. Post, please. Motion carries. **(Motion carried unanimously)**  
Thank you.

**(END OF DISCUSSION)**

/yy;ac