

EMERGENCY ORDINANCE NO. 1198

AN EMERGENCY ORDINANCE GRANTING TO LAS VEGAS TRANSIT SYSTEM, INC., A NEVADA CORPORATION, A FRANCHISE TO OPERATE A MOTOR BUS TRANSPORTATION SYSTEM IN THE CITY OF LAS VEGAS, NEVADA.

WHEREAS, the City of Las Vegas, Nevada, has been granted authority by the Charter of the City to grant a franchise on terms and conditions most beneficial to the City; and

WHEREAS, a necessity has been created which requires adequate, convenient and safe bus transportation in the immediate future;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

SECTION 1. NATURE OF GRANT. The City of Las Vegas, Nevada, hereby grants to LAS VEGAS TRANSIT SYSTEM, INC., a Nevada corporation, its successors and assigns, a franchise for a term of twenty five (25) years from the effective date of this Ordinance to operate within the City of Las Vegas and its suburbs, so far as authority exists therefor, a motor bus system for the transportation of passengers for hire in the manner and upon the conditions herein set forth. The franchise includes:

A. The acquisition, establishment, maintenance and operation of motor bus lines upon such routes as are herein designated or may hereafter be designated, and the doing of all things necessary to the proper operation and maintenance of such motor buses and motor bus lines.

B. At the expiration of twenty years from the date hereof, renegotiation shall be commenced for the purpose of granting an additional twenty-five year franchise on terms and conditions mutually agreed upon and for the benefit of the public.

SECTION 2. EXTENSION BY ANNEXATION. Upon the annexation of any territory to the City, any operation of the Company that may at the time of annexation be conducted within the annexed territory shall thereafter be subject to all the terms of this franchise as though it were an extension made hereunder.

SECTION 3. ROUTES AND SCHEDULES.

A. Until changed or abolished as herein provided, the routes and schedules shall be as they now exist.

B. Additional motor bus routes and schedules may hereafter be designated, and may, from time to time, be altered or abandoned by the Company, but only upon

notice to the City Commission.

C. The City Commission may recommend routes and schedules under this franchise, which the company shall have the right to institute within a period of thirty days after written notice or, in the alternative, to show adequate cause at a regularly scheduled meeting of the City Commission why such route or routes, schedule or schedules should not be instituted.

D. An up-to-date schedule of all routes shall be on file in the office of the City Clerk at all times.

E. The Company shall maintain schedules of service sufficient adequately and conveniently to care for traffic on all routes operated hereunder. Buses shall be run upon every route so as to reach or pass any given point on such route at least every half hour between 6 a.m. and 9 p.m. and at least every 40 minutes between 9 p. m. and 12:30 a.m. and more frequently as the necessity and convenience of the public shall demand. Provided, however, that on Sundays and holidays and on those lines where only occasional service is needed (e.g., school, college or Tule Springs service) the Company may deviate from the minimum frequency herein established, but the requirement of sufficient adequate and convenient service shall apply.

F. The Company shall make available for distribution to passengers on all buses printed schedules and route maps, which shall be kept accurate and up-to-date.

SECTION 4. TEMPORARY ROUTES. Whenever it shall become necessary for the City to exclude vehicular traffic over any street, or portion of a street, included in any motor bus route established hereunder, the Company shall have the right, with the approval of the City Engineer, to continue such service by the use of other streets serving substantially the same territory or substantially paralleling the closed route or routes, until the causes compelling such change in operation have been removed or remedied.

SECTION 5. EQUIPMENT. All equipment shall be of such size and seating capacity as shall adequately fill the need of the route or routes upon which employed, shall be properly maintained and kept safe and dependable and in a sanitary condition, and shall be air-conditioned, and such equipment shall be subject at all reasonable times to inspection by the City. The Company will, from time to time, make such replacements as are necessary to keep its equipment adequate and up-to-date in

accordance with the then generally accepted standards and practices of the transportation industry in cities of comparable size. Adequate additional buses shall be locally maintained so as to provide service on all routes at all times. The maximum age of motor bus equipment utilized under this franchise shall not exceed a period of ten years. Depreciation shall be based on motor bus facilities on an eight year period.

SECTION 6. TRAFFIC REGULATIONS. The Company shall, in the operation of its motor buses, comply with all valid traffic laws, rules and regulations effective from time to time.

SECTION 7. COMMUNICATIONS. Radio communications shall be installed and maintained within motor bus equipment for the purpose of dispatching and maintaining schedules.

SECTION 8. FARES. The City Commission shall have the right to fix such rates or fares in conjunction with the Public Service Commission of the State of Nevada as are just and reasonable, with power to regulate the same from time to time. If the fares fixed call for the use of tokens, the Company will at all times have an adequate supply of tokens available on all buses. Upon payment of the established fare, a passenger shall be entitled, upon request, to a transfer for a continuous trip in the same general direction.

The rates and fares to be charged at the commencement of this franchise shall be the same rates and fares as are now approved and in existence.

Said buses shall contain money boxes of the lock type and the passenger shall deposit his fare in said box.

If the Company files an application to increase its fares, the Company shall furnish evidentiary facts and all necessary proof as provided and required by the rules and regulations of the Public Service Commission of Nevada.

If the City originates an investigation into the Company's fares, the Company shall provide the Commission upon request all facts, data and information which the Commission demands.

In any rate investigation, whether initiated by the Company or by the City, the City Commission shall have the power to inspect, or cause to be inspected, the books, records and accounts of the Company, and the City shall have such other rights and powers as it may now or hereafter have under the Constitution and laws of the State and Charter and Ordinances of the City.

In addition to any other reports now or hereafter required by law, the Company shall file with the City Commission annually, or sooner, a detailed operating statement

for the previous calendar year, showing income, expenditures, profit and rate of ^{equity} return and the basis therefor in the same manner as required by the Public Service Commission of the State of Nevada.

The Company shall be entitled to a six per cent (6%) operating ratio on revenue.

SECTION 9. LOCAL OPERATIONS. Local operations of said Company shall be maintained in the City of Las Vegas, Nevada, under a separate entity and under a separate accounting system and maintenance system.

SECTION 10. EMPLOYEES. Residents of Clark County who can qualify physically, mentally and morally as safe and reliable motor bus operators, mechanics, and like employees shall be employed in preference to others.

SECTION 11. LOCATION OF OFFICES, GARAGES AND SHOPS. The Company shall maintain its general office and headquarters and its motor bus sheds, garages, barns and shops within the City limits.

SECTION 12. The Company shall maintain an active public relations program with adequate advertising to keep the public aware of a scheduled convenient motor bus service within the City.

SECTION 13. MANNER OF GIVING NOTICES. Whenever the City is required to give notice to the Company it may do so by leaving a written notice during ordinary business hours at the principal offices of the Company in the City, or by delivery in person to the local manager of the Company or any other officers authorized to receive it. Whenever the Company is required to give notice to the City it may do so by leaving a written notice during regular business hours with the City Clerk, or be delivered in person to the City Manager.

SECTION 14. INDEMNIFICATION. The Company shall indemnify and save the City harmless from all claims and damages resulting from the operation of the transportation system. The Company shall provide adequate liability insurance in the minimum sum of One Million (\$1,000,000) Dollars with a company to be approved by the City Attorney. A copy of said insurance policy or policies shall at all times be on file with the City Clerk.

SECTION 15. COMPENSATION TO THE CITY. As full compensation for the rights, franchises and privileges herein granted, the Company shall pay to the City the following consideration: A semi-annual license fee for each bus maintained within the City of Twenty Five (\$25.00) Dollars, commencing for the semi-annual period with July, 1965.

The City agrees that the consideration set forth herein shall be in lieu of any other character of charge or tax by the City for the use and occupancy of streets, alleys and other public places in the City.

Nothing herein shall relieve the Company from paying ad valorem or other lawful taxes or charges, except as specifically provided.

SECTION 16. PROVISIONS OF CITY CHARTER TO APPLY. The City, insofar as it lawfully may, agrees that when this ordinance becomes effective and is accepted by the Company in the manner herein provided for, it shall be binding upon the City and the Company as a contract. The provisions of state law, the Public Service Commission of the State of Nevada, and of the Charter of the City, however, insofar as such provisions are applicable, shall be considered a part hereof as though expressly written herein and the Company shall be bound thereby.

SECTION 17. ASSIGNMENT OF FRANCHISE. If the Company shall assign this franchise to any other person or corporation acquiring and duly authorized to acquire, own and operate the Company's property and to carry on the Company's business as then conducted, such other person or corporation shall execute and deliver to the City an agreement in writing to assume, perform and be bound by all of the Company's obligation, liabilities and undertakings under this franchise, and such other person or corporation shall thereupon be deemed to be substituted for the Company as fully and in all respects as if originally named herein in lieu of the Company, and the Company shall thereupon be released from all future obligations under the franchise. If the assignee fails to file such agreement within thirty (30) days after said assignment, this franchise shall terminate.

Any such assignment of this franchise shall require prior approval of the Board of City Commissioners.

SECTION 18. At the end of the term of this franchise, its extended term, or any termination or surrender of said franchise, the Company agrees at the option of the City to transfer its equipment to the City for the fair market value or, in the alternative and at the option of the City, to lease said equipment to the City at its fair rental value for a minimum period of one (1) year in order that the public may receive continuous, uninterrupted transit services. Fair market value shall be determined by appraisers in the event that the City and the Company cannot agree upon the same.

In the event appraisers are appointed, the City shall appoint one, the Company shall appoint one, and the two so appointed shall choose a third appraiser, and the decision of the majority of the appraisers shall be final. In the event the City cannot be bound by arbitration in such matters, then the City and the Company may use such remedies to find the fair market value as may be lawful.

SECTION 19. REPEAL OF CONFLICTING ORDINANCES. This ordinance shall be cumulative of all existing ordinances not in direct conflict herewith, and of all valid laws and ordinances enacted in the future. All ordinances or parts of ordinances in direct conflict herewith are, to the extent of such conflict, hereby repealed.

SECTION 20. DEFINITIONS. As used in this ordinance:

"City" means the City of Las Vegas, Nevada.

"Company" means the holder of the franchise.

"Streets" includes all public streets, alleys, highways, bridges, public travel areas, and other public ways in the City.

"City Commission" means the governing board of the City under the present Charter, or any body hereafter created by law or by Charter to perform similar functions.

SECTION 21. ACCEPTANCE. The Company shall, within ten (10) days after the passage and approval of this Ordinance, file with the City Clerk its written acceptance of the same and of the terms, conditions, requirements and provisions herein contained, whereupon this Ordinance shall become effective, subject only to approval of the Public Service Commission of the State of Nevada.

PASSED, ADOPTED AND APPROVED this 16th day of July, 1965.

APPROVED:

ATTEST:

Edwina M. Cole
EDWINA M. COLE, City Clerk

Oran K. Gragson
ORAN K. GRAGSON, Mayor

Those voting in favor of the foregoing ordinance:

Commissioners Whipple, Stewart, Fountain, Mirabelli and Mayor Gragson

Those voting "Nay": None

Absent: None

APPROVED:

ATTEST:

Edwina M. Cole
EDWINA M. COLE, City Clerk

Oran K. Gragson
ORAN K. GRAGSON, Mayor

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA, }
COUNTY OF CLARK, } SS

LOUIE MURATORE, being first duly sworn deposes and says that he is foreman for the Las Vegas Review-Journal, a daily newspaper at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of TWO (2) insertions from July 19, 1965 to July 26, 1965, inclusive, being the issue of said newspaper for the following dates to wit:

July 19 and 26, 1965

That said newspaper was regularly issued and circulated on each of the dates above named.

SIGNED

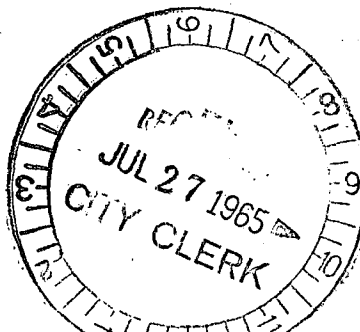
L. Muratore
LOUIE MURATORE

Subscribed and sworn to
before me

this 26th day of July, 19 65

Jerald M. Walker
NOTARY PUBLIC, IN AND FOR
CLARK COUNTY, NEVADA

My commission expires
September 28, 1965



**Amended
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A. The acquisition, establishment, maintenance and operation of motor bus lines upon such routes as are herein designated or may hereafter be designated, and the doing of all things necessary to the proper operation and maintenance of such motor buses and motor bus lines.

B. At the expiration of twenty years from the date hereof, renegotiation shall be commenced for the purpose of granting an additional twenty-five year franchise on terms and conditions mutually agreed upon and for the benefit of the public.

SECTION 2. EXTENSION BY ANNEXATION. Upon the annexation of any territory to the City, any operation of the Company that may at the time of annexation be conducted within the annexed territory shall thereafter be subject to all the terms of this franchise as though it were an extension made hereunder.

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C. The City Commission may recommend routes and schedules under this franchise, which the company shall have the right to institute within a period of thirty days after written notice or, in the alternative, to show adequate cause at a regularly scheduled meeting of the City Commission why such route or routes, schedule or schedules should not be instituted.

D. An up-to-date schedule of all routes shall be on file in the office of the City Clerk at all times.

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F. The Company shall make available for distribution to passengers on all buses printed schedules and route maps, which shall be kept accurate and up-to-date.

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In addition to any other reports now or hereafter required by law, the Company shall file with the City Commission annually, or sooner, a detailed operating statement for the previous calendar year, showing income, expenditures, profit and operating ratio and the basis required by the Public Service Commission of the State of Nevada.

The Company shall be entitled to earn 6 percent on its gross operating revenue.

SECTION 9. LOCAL OPERATIONS. Local operations of said Company shall be maintained in the City of Las Vegas, Nevada, under a separate entity and under a separate accounting system and maintenance system.

SECTION 10. EMPLOYEES. Residents of Clark County who can qualify physically, mentally and morally as safe and reliable motor bus operators, mechanics, and like employees shall be employed in preference to others.

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PASSED, ADOPTED AND APPROVED this 16th day of July, 1965.

APPROVED:

(s) Oran K. Gragson
ORAN K. GRAGSON, Mayor

ATTEST:

(s) Edwina M. Cole
EDWINA M. Cole,
City Clerk

Those voting in favor of the foregoing ordinance:

Commissioners Whipple, Stewart, Fountain, Mirabelli and Mayor Gragson

Those voting "Nay": None

Absent: None

APPROVED:

Legal Notice

(s) Oran K. Gragson
ORAN K. GRAGSON, Mayor

ATTEST:

(s) Edwin M. Cole
EDWINA M. Cole,
City Clerk

(SEAL)

July 19, 26