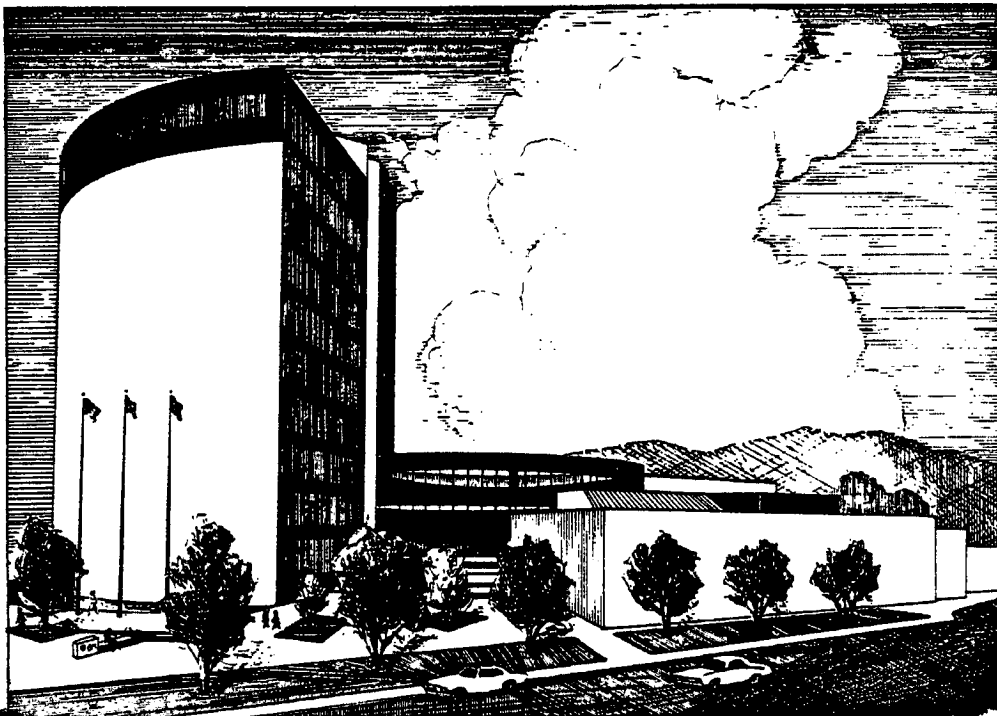




MINUTES

City of Las Vegas

BOARD OF COMMISSIONERS

COMMISSION CHAMBERS • 400 E. STEWART AVENUE • 386-6011

DATE: May 19, 1982

TIME: 9:45 A.M.

INVOCATION: Reverend Norm Schnaible
Calvary Lutheran Church

PLEDGE OF ALLEGIANCE:

BOARD OF CITY COMMISSIONERS

	PRESENT	ABSENT	EXCUSED
MAYOR BILL BRIARE	☒	☐	☐
COMM. PAUL J. CHRISTENSEN	☐	☐	☒
COMM. RON LURIE	☒	☐	☐
MAYOR PRO-TEM			
COMM. AL LEVY	☒	☐	☐
COMM. ROY WOOFER	☒	☐	☐

CITY ATTORNEY

GEORGE F. OGILVIE	☒	☐	☐
-------------------	-------------------------------------	--------------------------	--------------------------

APPROVED BY REFERENCE _____, 19__

ATTEST:

Carol A. Hawley William H. Briare
CITY CLERK MAYOR

0001

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

Gloria James &

Mildred J. Edwards, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 14 day of May, 1982, at the hour of _____ there were posted copies of a NOTICE, the attached of which is a true and correct copy, of an REGULAR MEETING of the BOARD OF CITY COMMISSIONERS OF THE CITY OF LAS VEGAS, NEVADA, to be held on the 19th day of May, 1982, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

1. In the United States Post Office (Downtown), 301 Stewart Avenue;
2. In the Federal Building, 300 Las Vegas Boulevard South;
3. In the Clark County Courthouse, 200 East Carson Avenue;
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the Court Clerk's office); and
5. On the Special Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the City Commission Chambers).

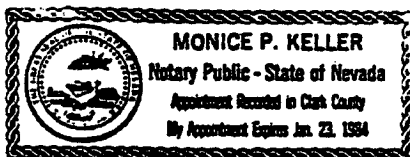
Mildred J. Edwards
SIGNATURE

General Services 1223
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

14th day of May, 1982

Monice P. Keller
NOTARY PUBLIC in and for said County
and State. My Commission expires:



AFFIDAVIT OF MAILING
CITY COMMISSION MINUTES - MAY 19, 1982

(Mailing required under the provisions of A. B. 437, NRS CHAPTER 241)

0002

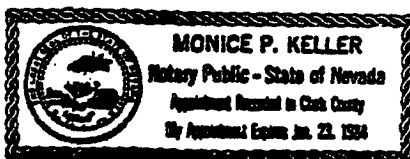
STATE OF NEVADA)
COUNTY OF CLARK } ss

Marne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 14th day of May, 1982, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a REGULAR MEETING of the BOARD OF CITY COMMISSIONERS OF CITY OF LAS VEGAS, NEVADA, to be held on the 19th of May 1982, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

Marne Perry
SIGNATURE (an employee in the Office
of the CITY CLERK)

Subscribed and sworn to before me this
14th day of May, 1982

Monice P. Keller
NOTARY PUBLIC in and for said County
and State. My Commission expires:



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0003

May 19, 1982

BOARD OF CITY COMMISSIONERS

Page 1

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

I. 9:45 A.M.

ALL MEMBERS PRESENT EXCEPT COMMISSIONER
CHRISTENSEN WHO WAS EXCUSED.

A. COMMUNITY RELATIONS

NONE

B. SPECIAL EVENTS

NONE

II. 10:00 A.M.

A. ANNOUNCEMENT RE COMPLIANCE WITH OPEN
MEETING LAW

ANNOUNCEMENT MADE

B. INVOCATION

Reverend Norm Schnaible
Calvary Lutheran Church

INVOCATION GIVEN BY
REVEREND NORM SCHNAIBLE
CALVARY LUTHERAN
CHURCH

C. PLEDGE OF ALLEGIANCE

PLEDGE GIVEN

APPROVED AGENDA ITEM

Ashley Hall

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

0004

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY

JERRY J. CAHILL, DIRECTOR

*CONSENT AGENDA

All matters listed under Items A and B are considered to be routine by the City Commission and may be enacted by one motion. However, any item may be discussed if a Commission member or citizen so requests.

*A. CHILD CARE FACILITY APPLICATIONS (Approved by the Child Welfare Board)

Family Child Care Home

1. JENNIFER BACON
308 Courtney Lane
6 children days/2 nights
2. JILL DAVIDSON
6239 Santa Maria
4 children days
3. LAURA GONZALES
4929 Ronan Drive
5 children days
4. JUDITH MC AVOY
6313 Evergreen Avenue
5 children days

Lurie -
APPROVED
Items 1 thru 5
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

0005

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

*A. CHILD CARE FACILITY APPLICATIONS
(cont'd)

Family Child Care Home
(cont'd)

5. LISA FURTICELLA
245 Upland Blvd

5 children days/ 4 nights

APPROVED
See Page 2

See Page 2

*B. GAMING -- Additional

1. CALIFORNIA HOTEL & CASINO, INC

California Hotel & Casino
12 East Ogden
1 "21" Table

Lurie -
APPROVED
Items 1 thru 12
Unanimous with exception
that Commissioner Lurie
abstained on Item 8 and
Mayor Briare abstained
on Item 6.
(Christensen excused)

Staff to proceed

2. FOUR QUEENS, INC.

Four Queens Hotel & Casino
202 East Fremont
4 slots

3. GOLDEN COIN LTD., A LIMITED
PARTNERSHIP

Golden Goose Casino
20 East Fremont
14 slots

APPROVED AGENDA ITEM



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

0006

City of Las Vegas

May 19, 1982

BOARD OF CITY COMMISSIONERS

Page 4

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

*B. GAMING -- Additional
(cont'd)

4. GOLDEN NUGGET, INC.

Golden Nugget
129 East Fremont
1 Poker Table

APPROVED
See Page 3

See Page 3

5. HORSESHOE CLUB OPERATING
COMPANY

Horseshoe Club
128 East Fremont
4 Poker Tables
1 Craps Table

6. SHOWBOAT OPERATING COMPANY

Showboat Hotel & Casino
2800 East Fremont
8 slots

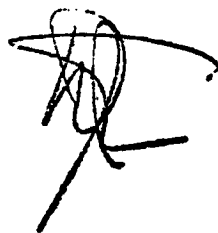
7. PUB BAR & LIQUORS, INC.

Pub Bar & Liquors
1000 A & B Tarrey Pines
2 slots

8. CASINO SERVICES

Four Queens Hotel & Casino
202 East Fremont
4 slots

APPROVED AGENDA ITEM



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0007

May 19, 1982

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

*B. GAMING -- Additional
(cont'd)

9. GOLDEN GAMES, INC.

Blue Angel Motel
2110 East Fremont
3 slots

Lucky Motel
1111 East Fremont
2 slots

Towne & Country Motel
2033 East Fremont
2 slots

10. MILLS NOVELTY COMPANY

Jerry's Liquor/Beer Bar
1604 West Oakey
1 slot

11. NEVADA COIN MACHINE COMPANY

Stanton Sales Corporation
1923 North Decatur Blvd
4 slots

12. UNITED COIN MACHINE COMPANY

Charleston West Car Wash
4820 West Charleston
3 slots

Cowboys Los Rancheros
7800 West Ann Road
5 slots

Manfredi's
4105 West Sahara
2 slots

APPROVED
See Page 3

See Page 3

APPROVED AGENDA ITEM

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

0008

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)

C. LIQUOR -- Change of Ownership

1. From: Robert James Kofal,
100%

TO: *THOMAS SANDERS
dba
SUNDOWNER TAVERN
1418 East Fremont
General On-Off Sale

Thomas Lee Sanders,
100%

*Subject to the provisions of the
Planning, Building, and Fire codes
and Health Department regulations

D. LIQUOR -- Change of Ownership/ Change of Business Name/Change of Location

1. From: The Boxcar
300 Wall Street

Boxcar Enterprises,
Inc. --

George Wah Sam, Pres.
Dir, 50%

Mary E. Christfield,
Secy, Treas, Dir,
50%

TO: *CALIXTO LEDON
dba
NIBBLERS
220 East Charleston
Beer/Wine On-Sale

Calixto Ramon Ledon,
100%

*Subject to the provisions of the
Planning, Building, and Fire codes
and Health Department regulations

Lurie -
APPROVED, subject to
the provisions of the
Planning, Building,
and Fire codes and
Health Department
regulations.
Unanimous
(Christensen excused)

Staff to proceed

Lurie -
APPROVED, subject to
the provisions of the
Planning, Building,
and Fire codes and
Health Department
regulations.
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

0009

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

E. LIQUOR -- Change of Ownership/
Change of Business Name

1. From: Blue Garden, Inc.
dba
Blue Garden

Thomas John Van Eyk,
Pres, Secy, Treas,
Dir, 100%

TO: PAUL HSUEH
dba
THE TREASURY CHINESE
RESTAURANT
5000 West Charleston
Beer/Wine On-Sale

Paul Hsueh, 100%

WITHDRAWN FROM
AGENDA

F. LIQUOR -- Change of Business Name

1. From: Alpha Beta Store #482

TO: ALPHA BETA COMPANY
dba
SKAGGS-ALPHA BETA #482
4420 East Bonanza Road
General Off-Sale

Alpha Beta Company, a
wholly-owned subsidiary
of American Stores
Company --

American Stores Co. --
L.S. Skaggs, Chmn of
Board & Chief Exec
Officer et al

Alpha Beta Company --
Thomas W. Field, Jr.,
Pres, Chief Exec
Officer and Dir
et al

Lurie -
APPROVED
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 11, 1982

TO: The Board of City Commissioners

FROM: *[Signature]*
DON SAYLOR, DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- MAY 19, 1982 COMMISSION AGENDA
LIQUOR -- Change of Ownership/Change of Business NamePURPOSE/BACKGROUND

Item, "E", 1.

Appearing on the May 19, 1982 agenda is a request for a change of ownership and change of business name on a Beer/Wine On-Sale liquor license from Paul Hseuh, dba The Treasury Chinese Restaurant, located at 5000 West Charleston Boulevard.

This item has received an "unfavorable" police report.

Additional confidential investigative reports will be submitted by Special Investigations Section to the Mayor and Commissioners prior to the meeting.

FISCAL IMPACTRECOMMENDATIONS

[Signature]
Jerry J. Cahill, Director
Department of Business Activity

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-2-10

Agenda Item

III E 1

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0011

May 19, 1982

BOARD OF CITY COMMISSIONERS

Page 8

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

G. LIQUOR -- Approval of Additional Corporate Officer

1. THE PEN CORPORATION
dba
THEE PLACE
2511 Teddy Drive
General On-Off Sale License

From: Joseph R. Melanson,
sole officer,
stockholder

TO: Joseph R. Melanson,
Pres
Eileen Theresa Melanson,
Secy, Treas

Lurie -
APPROVED
Unanimous
(Christensen excused)

Staff to proceed

H. LIQUOR -- Approval of Managers

1. ALBERTSON'S, INC.
dba
ALBERTSON'S FOOD CENTER #660
3600 West Sahara Avenue
General Off-Sale License

Store Director:
Robert Martin Smith

2. MARTIN COOPER
dba
MISSISSIPPI RIBS
2101 South Decatur Blvd
General On-Sale Restaurant
Limited

Manager:
Frank Adolph Comparoni

Lurie -
APPROVED
Items 1 thru 3
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

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BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

H. LIQUOR -- Approval of Managers
(cont'd)

3. LAS VEGAS RACQUET BALL CLUB, INC.
dba
LAS VEGAS RACQUET BALL CLUB
1070 East Sahara Avenue
Non-Profit Club General

General Manager:
Thomas Isaac Essa

APPROVED
See Page 8

See Page 8

I. LIQUOR & GAMING -- Change of Ownership

1. From: William E. Pritchett,
100%

TO: *HIGHLANDER PARTNERSHIP
dba
THE HIGHLANDER BAR
1926 South Western
General On-Off Sale
Gaming: 5 Business-
Owned Slots
5 Operator
Slots

Highlander Partnership,
a general partnership -
Harriet Ruth Dempsey,
50%
John Joseph Mc Carten,
50%

Lurie -
APPROVED, subject to
the provisions of the
Planning, Building,
and Fire codes and
Health Department
regulations. Also,
subject to final
gaming approval on
5/20/82.
Unanimous
(Christensen excused)

Staff to proceed

*Subject to the provisions of the
Planning, Building, and Fire codes
and Health Department regulations

Also, subject to final State
gaming approval on 5/20/82

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

0013

May 19, 1982

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)J. GAMING -- New

1. LOYAL ORDER OF MOOSE, LAS
VEGAS LODGE #1763
dba
LOYAL ORDER OF MOOSE, LAS
VEGAS LODGE #1763
1600 Gragson Drive
Gaming: 4 Business-Owned Slots

Responsible Licensee:
Lloyd Meyer Kelly

Lurie -
APPROVED
Items 1 and 2
Unanimous with exception
that Commissioner
Woofter abstained on
Item 1.
(Christensen excused)

Staff to proceed

2. JUDY NELSON
dba
SUNSET LOUNGE
1027 South Main Street
Gaming: 9 Operator Slots

Judy Nelson, 100%

K. GAMING -- Change of Location/
Approval of Administrator &
Key Employee

1. From: 4952 Procyon

John Hussor, 100%
(deceased)

Lurie -
APPROVED
Unanimous
(Christensen excused)

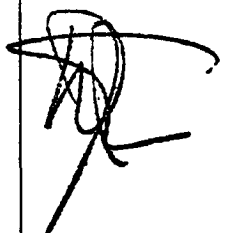
Staff to proceed

TO: ELIZABETH ZUPANCIC
dba
J & H VENDING COMPANY
3652 Procyon
Slot Operator

Elizabeth A. Zupancic,
Special Administrator
of the Estate of
John Hussor

Key Employee:
Frank J. Zupancic

APPROVED AGENDA ITEM



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

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May 19, 1982

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

L. PRIVATE DETECTIVE LICENSE -- New

1. *DUBER INDUSTRIAL SECURITY, INC.
dba
DUBER INDUSTRIAL SECURITY, INC.
222 Las Vegas Blvd North
Donald Clark Duber, Pres,
Dir, 50%
John William Ruppel, V. P.
Kenneth Lawrence Duber, Secy,
Treas, Dir, 50%

Qualifying Agent:
Donald William Charleboix, Jr.

*Subject to the provisions of the
Planning, Building, and Fire codes

2. *TOM WESTMORELAND
dba
VEGAS INVESTIGATIONS
333 North Rancho, #631

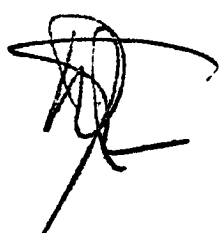
Tom Wayne Westmoreland, 100%

*Subject to the provisions of the
Planning, Building, and Fire codes

Lurie -
APPROVED
Items 1 and 2
subject to the
provisions of the
Planning, Building,
and Fire codes.
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

0015

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

M. PRIVATE DETECTIVE LICENSE --
Approval of Additional Corporate
Officers

1. MASTER SECURITY SERVICES, INC.
dba
MASTER SECURITY SERVICES, INC.
1020 East Charleston Blvd

From: Donald Hoke, Jr., Pres,
Treas, Dir
Elizabeth Hoke, Secy,
Dir

TO: Donald E. Hoke, Jr.,
Pres, Dir
John L. Barr, V. P.,
Dir
Elizabeth F. Hoke,
Secy, Dir
Margueritte Fitzgerald,
Treas, Dir

Lurie -
APPROVED
Items M and N
Unanimous
(Christensen excused)

Staff to proceed

N. BURGLAR ALARM LICENSE -- New

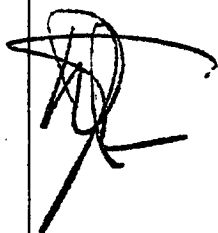
1. MASTER SECURITY SERVICES, INC.
dba
MASTER SECURITY ALARMS
1020 East Charleston Blvd

Donald E. Hoke, Jr., Pres,
Dir
John L. Barr, V. P., Dir
Elizabeth F. Hoke, Secy, Dir
Margueritte Fitzgerald, Treas,
Dir

APPROVED
See Item M Above

Staff to proceed

APPROVED AGENDA ITEM



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

0016

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

O. SECONDHAND LICENSE/FIREARMS PERMIT -- New

1. *UNIFORMS, INC.

dba
UNIFORMS, INC.
1070 South Commerce
Class III-D

Robert Charles Helmer, Pres,
Dir, 49%
Diane Loraine Helmer, V. P.,
Secy, Treas, Dir, 51%

*Subject to the provisions of the
Planning, Building, and Fire codes

Lurie -
APPROVED, subject to
the provisions of the
Planning, Building,
and Fire codes.
Unanimous
(Christensen excused)

Staff to proceed

P. FIREARMS PERMIT -- New

1. CHARWILL, INC.

dba
CHRISTENSEN SHOOTERS SUPPLY
3979 West Charleston Blvd

Donald George Charley, Pres,
Dir, 50%
Edna Mae Willson, Secy, Treas,
Dir, 50%

Lurie -
APPROVED
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

May 19, 1982

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)Q. SPECIAL EVENT LIQUOR LICENSE

1. CHRIST CHURCH EPISCOPAL

Location: 2000 Maryland Pkwy

Date: October 16, 1982

Responsible Licensee:
Frank E. ScottLurie -
APPROVED
Items 1 thru 3
Unanimous
(Christensen excused)

Staff to proceed

2. EASTER SEAL SOCIETY FOR
CRIPPLED CHILDREN AND ADULTS
OF NEVADA, INC.

Location: 2411 E. Bonanza

Dates: May 29, 30, and 31,
1982Responsible Licensee:
Henry G. Nogiec

3. FRIENDS OF RAINBOW

Location: 800 Brush Street

Date: July 7, 1982

Responsible Licensee:
Bill Waltermire

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

May 19, 1982

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Commission Action

Department Action

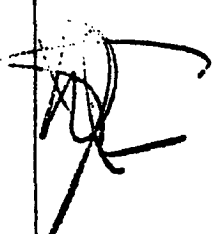
III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)R. LIQUOR -- Request for Extension
of Inactive Status

1. MONEY TREE, INC.
dba
JOLLY TROLLEY CASINO
2440 Las Vegas Blvd South
General On-Off Sale License

Donald Pettit, 52%
Richard Pettit, 48%(Closed 12/1/81. Extension for
3/1/82 to 6/1/82 approved 2/17/82.
Request for extension of inactive
status for three-month period:
6/1/82 to 9/1/82.)Lurie -
APPROVED
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM



City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: DOON SAYLOR, DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- MAY 19, 1982 COMMISSION AGENDA
LIQUOR -- Request for Extension of Inactive Status

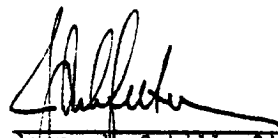
PURPOSE/BACKGROUND

Item, "R", 1.

Standard request for extension of inactive status on liquor license as follows:

1. Money Tree, Inc. dba Jolly Trolley Casino

Copy of letter requesting extension is attached.


for Jerry J. Cahill, Director
Department of Business Activity

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-2-10

Agenda Item

III. R 1

6/6/82 Original to Jerry Cahill

CITY COMMISSION MINUTES - MAY 19, 1982

0020

LAW OFFICES

Albright, McGimsey & Stoddard

A PROFESSIONAL CORPORATION

QUAIL PARK SUITE D-4

801 SOUTH RANCHO DRIVE

LAS VEGAS, NEVADA 89106

TELEPHONE

AREA CODE 702

384-7111

G. VERN ALBRIGHT
WILLIAM L. MCGIMSEY
WILLIAM H. STODDARD
WHITNEY B. WARNICK
G. MARK ALBRIGHT

May 5, 1982

The Mayor and Board of
City Commissioners
c/o Department of Business
Activities
400 E. Stewart Avenue
Las Vegas, Nevada 89101

Re: Money Tree, Inc., doing business as
Jolly Trolley Casino, 2440 Las Vegas
Boulevard South - L04-138-4-00406

Gentlemen:

The undersigned is the duly appointed and qualified Trustee of Money Tree, Inc., doing business as Jolly Trolley Casino, in Bankruptcy No. BK-LV-79-956. The undersigned was appointed Trustee on December 1, 1981. The undersigned herewith makes application to maintain the above referenced liquor license in an inactive status from the period June 1, 1982 to September 1, 1982.

The reason for the request for this extension of inactive status is to maintain the license as an asset of the Debtor until some determination can be made as to the most appropriate course of action for the undersigned as Trustee.

Very truly yours

ALBRIGHT, MCGIMSEY & STODDARD

William L. McGimsey

William L. McGimsey
Trustee

MONEY TREE, INC.

Donald Pettit

Donald Pettit
President

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 0021

BOARD OF CITY COMMISSIONERS

Page 16

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV(a). ADMINISTRATIVE AGENDA
RUSSELL W. DORN, CITY MANAGER

A. DISCUSSION AND POSSIBLE ACTION ON
ACCEPTANCE OF DONATED LAND TO BE
HELD FOR THE METROPOLITAN POLICE
DEPARTMENT.

Lurie
Agreement and
Resolution ADOPTED
as recommended by
City Manager.
Unanimous
(Christensen excused)

City Manager to
proceed

Mayor Briare and Commissioners discussed the Brinley School Swimming Pool issue. Mayor requested the City Manager to advise the Chairman of the County Commission that the maintenance of the pool is the responsibility of Clark County by virtue of a contract entered into between the School District and Board of County Commissioners on October 24, 1974. Said contract is in effect until 1999. (The City Commission on January 20, 1982, voted against approving a contract to take over the Brinley Pool.)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 14, 1982

TO: The Board of City Commissioners

FROM: 
RUSSELL W. DORN
CITY MANAGERSUBJECT: DISCUSSION AND POSSIBLE ACTION ON ACCEPTANCE OF DONATED LAND TO BE HELD FOR
THE METROPOLITAN POLICE DEPARTMENT.PURPOSE/BACKGROUND

A reputable individual of high standing in this community, who wishes to remain anonymous, has offered to donate a two-lot parcel of real property located in the City of Las Vegas to the Las Vegas Metropolitan Police Department. The donor intends for the property to be sold and the proceeds of the sale to be utilized by Metro for the purchase of a specific type of vehicle and equipment.

Under the provisions of NRS 280, the Las Vegas Metropolitan Police Department does not have the legal authority to own real property. Therefore, Metro and the donor have requested that the City of Las Vegas accept the property on behalf of Metro and when it is sold, turn over the proceeds of the sale to them. The Las Vegas Metropolitan Police Department will take full responsibility for the sale of the property.

The attorney for the donor has transferred title to the city. Acceptance of the property by the city is necessary to complete the transaction.

The attached Agreement between Metro and the City of Las Vegas details the terms of the transaction as indicated above.

FISCAL IMPACT

There will be no cost to the city for this transaction.

RECOMMENDATIONS

The City Manager recommends that the Board of Commissioners accept the donated land on behalf of the Las Vegas Metropolitan Police Department and give them the proceeds of the sale when the property is sold. The Commission should approve the attached Agreement and Resolutions.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

1584

1543947

2-1

AGREEMENT

THIS AGREEMENT is made this 19th day of May, 1982, by and between the CITY OF LAS VEGAS, NEVADA (hereinafter referred to as "City"), a municipal corporation and the LAS VEGAS METROPOLITAN POLICE DEPARTMENT (hereinafter referred to as "Metro"), a legal entity created pursuant to Chapter 280, Nevada Revised Statutes.

W I T N E S S E T H:

WHEREAS, the City is the donee of certain real property comprising two lots in the Meadows Addition conveyed to the City by an anonymous donor on condition that the proceeds of any sale of this property be transferred to Metro; and

WHEREAS, Metro is to receive said net proceeds of any sale of said property.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereby agree as follows:

1. City shall merely hold title to said property until such time as Metro procures a purchaser therefor. City shall execute all documents necessary to effect the transfer of ownership by sale to said purchaser. City shall convey to Metro the net proceeds from said transfer.

2. Metro shall take full responsibility for arranging

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2-2

for a sale of said property and shall bear all expenses, if any, associated with said sale. Metro shall make no demand on the City for any net proceeds from the sale of said property prior to final close of escrow or final settlement of said sale.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF LAS VEGAS

LAS VEGAS METROPOLITAN
POLICE DEPARTMENT

*approved
C2
5/18/82*

By William H. Briare By John D. McCarthy
WILLIAM H. BRIARE, Mayor JOHN D. MCCARTHY, Sheriff

ATTEST:

ATTEST:

Carol A. Hawley
CAROL ANN HAWLEY, City Clerk

James C. Lien
JAMES C. LIEN, Manager, Fiscal
Affairs Bureau

WHEN RECORDED MAIL TO:
CITY CLERK - CITY HALL
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

RECORDED
JUN 23 1982
RECORDED

CITY OF LAS VEGAS

JUN 23 3 42 PM '82

RECORDED
JUN 23 1982
RECORDED

1543947

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 0025

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

Page 17

PHONE 386-6011

ITEM

Commission Action

Department Action

IV(b). DEPARTMENT OF FINANCIAL MANAGEMENT
MARVIN A. LEAVITT, CPA, DIRECTOR

*CONSENT AGENDA

All matters listed under Item A are considered to be routine by the City Commission and may be enacted by one motion. However, any items may be discussed if a Commission member or citizen so requests.

A. SERVICE AND MATERIAL WARRANTS/PAYROLL WARRANTS/OTHER WARRANTS AND INVESTMENTS

1. Service and Material Warrants
In the amount of \$3,737,069.21
2. Payroll Warrants
In the amount of \$700,103.88
3. Other Warrants and Investments
In the amount of \$981,703.37

Lurie -
APPROVED
Items 1 thru 3
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

CITY OF LAS VEGAS
Warrant Register Summaries Recap

SERVICE & MATERIAL WARRANTS AND OTHER WARRANTS

NO.	THRU	VOID	AMT. \$	DESCRIPTION
L409824		VOID	(10.05)	VOID
A410826			(25.00)	VOID
J503626			(859.32)	VOID
E1872			147,634.04	Comm Dev Block Grant
D121036			245,681.04	Service & Material
E121037	E121038		630,000.00	Bank Trans
E319716			31,040.56	Repurchase Agreement
E503829	E503830		1,119.16	CETA
E503831	E503832		318.75	Bond & Int Redemption
E503833	E503837		459,025.92	Service & Material
E503838	E503876		78,750.63	CETA
E503877			16,435.27	Service & Material
E503878	E503953		62,840.23	CETA
E503954	E504339		3,016,821.35	Service & Material
E943860			30,000.00	Wire Transfer

Total Service & Material \$ 3,737,069.21Total Other \$ 981,703.37**PAYROLL WARRANTS**

NO.	THRU	VOID	AMT. \$	DESCRIPTION
060257	061834		700,103.88	P/E 4-24-82

Total Payroll \$ 700,103.88**TOTAL NET AMOUNT \$ 5,418,876.46**

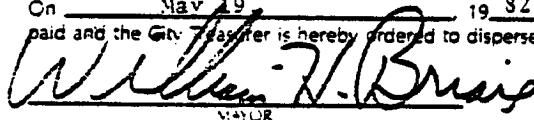
I hereby certify that I have audited the above warrants:
 and approve same for payment as being in compliance with all applicable laws, to the best of my knowledge and belief.

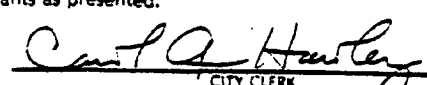

 DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED: 

CITY MANAGER

On May 19, 19 82, The Board of City Commissioners ordered the above warrants
 paid and the City Treasurer is hereby ordered to disperse the warrants as presented.


 MAYOR

ATTEST: 

CITY CLERK

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

002'

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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ITEM

Commission Action

Department Actio

IV. (c) DEPARTMENT OF PERSONNEL
& EMPLOYEE RELATIONS

MIKE COOL, DIRECTOR

AUTHORIZATION TO FILL BUDGETED
VACANCIES - CRITICAL HIRES - CITY
FUNDED - FULL TIME

<u>Dept/Class</u>	<u>Monthly Salary</u>	<u>Justification</u>
GS/Vehicle Services Automotive Mechanic (Replacement)	\$1485.	Makes major and minor repairs to a variety of City-owned auto- motive equipment
City Attorney Deputy City Attorney (Replacement)	\$1666.	Performs legal research; drafts opinions, court pleadings, and ordinances; serves as legal counsel for vari- ous City depart- ments
Fire Services Communications Specialist (Two Positions) (Replacements)	\$1197.	Receives emer- gency calls and dispatches proper equipment

Lurie -
APPROVED
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 11, 1982TO:
The Board of City CommissionersFROM:
Ashley Hall
Deputy City ManagerSUBJECT:
DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS - AUTHORIZATION TO FILL BUDGETED VACANCIESPURPOSE/BACKGROUND

The following information is submitted with reference to Items 1 - 3 under Agenda Item IV. (c).

Automotive Mechanic - to replace employee who retired

Deputy City Attorney - to replace employee who resigned

Communications Specialist (Two Positions) - to replace employees who resigned

FISCAL IMPACT

All of the above positions are included in the 1981-82 budgets of the requesting departments. There are no additional non-budgeted expenses associated with any of these positions.

RECOMMENDATIONS

The Department of Personnel & Employee Relations has indicated that all of the above are in order. The City Manager's Office concurs with requesting departments' recommendations, the staff analyses, and recommends approval of filling the positions at this time.

RECOMMENDED

Mike Cool
Mike Cool, Director
Personnel & Employee Relations

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-2-10

Agenda Item

IV. (c) 1 - 3

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

002

May 19, 1982

Page 19

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV (g) DEPARTMENT OF GENERAL SERVICES

DAN R. PILKINGTON, DIRECTOR

*CONSENT AGENDA

All items listed under Items *A and *B are considered to be routine by the City Commission, and may be enacted by one motion. However, any item may be discussed if a Commission member or citizen so requests.

PURCHASING AND CONTRACTS DIVISION

*A. AWARD OF BIDS

1. 2 Four Door Sedans
Department of Fire Services
2. Replacement Equipment for Fire Engines
Department of Fire Services
3. Recreation Equipment
Department of Recreation & Leisure Activities
4. Reroof Fire Station No. 6 and No. 7
Department of Public Services
5. Filter Service (Annual FY 82-83)
Department of Public Services
6. Asphaltic Concrete (Annual FY 82-83)
Department of Public Services
7. Gravel (Annual FY 82-83)
Department of Public Services
8. Gear Oil (Annual FY 82-83)
Department of Public Services

Lurie -
APPROVED Items 1
thru 16 as recommended.
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 18, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

1. <u>BID TITLE:</u>	TWO AUTOMOBILES, FOUR DOOR SEDANS (REPLACEMENT)	<u>BID NUMBER:</u>	82.2100.17
<u>ITEM:</u>	CAPITAL EQUIPMENT	<u>ESTIMATE:</u>	\$16,000.00
<u>DEPARTMENT:</u>	FIRE SERVICES	<u>INVITATIONS MAILED:</u>	12
<u>FUNDING:</u>	FIRE SERVICES - VEHICLE SERVICES FUND	<u>RESPONSES RECEIVED:</u>	4

NEED FOR PURCHASE

THESE VEHICLES ARE NECESSARY TO SUPPORT FIRE SERVICES AND ARE TO BE USED BY BATTALION CHIEFS. THIS PURCHASE IS TO REPLACE VEHICLE NUMBERS 1270 AND 1271, 1974 CHEVROLET, FOUR DOOR SEDANS.

BID ABSTRACT SUMMARY

	<u>MODEL</u>	
FLETCHER JONES, Las Vegas, Nevada	IMPALA	\$16,880.60
FAIRWAY CHEVROLET, Las Vegas, Nevada	IMPALA	\$17,237.18
PETE FINDLAY OLDS, Las Vegas, Nevada	DELTA 88	\$18,273.80
WARTHEN BUICK, Las Vegas, Nevada	LE SABRE	\$19,317.22

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

FLETCHER JONES, Las Vegas, NV \$16,880.60

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 81-82. FUNDS ARE AVAILABLE IN THE FIRE SERVICES - VEHICLE SERVICES FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Don R. Pilkington
Don R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 1
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

2. BID TITLE: EQUIPMENT FOR FIRE APPARATUS (REPLACEMENT) BID NUMBER: 82.2100.18

ITEM: CAPITAL EQUIPMENT ESTIMATE: \$8,000.00

DEPARTMENT: FIRE SERVICES INVITATIONS MAILED: 15

FUNDING: GENERAL REVENUE SHARING RESPONSES RECEIVED: 9

NEED FOR PURCHASE

THE NEED FOR THIS PURCHASE STEMS FROM THE REQUIREMENT TO EQUIP FIRE APPARATUS WITH NEW FIRE FIGHTING EQUIPMENT THAT MEETS OR EXCEEDS CURRENT O.S.H.A. STANDARDS AND FIRE INSURANCE GRADING STANDARDS.

BID ABSTRACT SUMMARY

		ITEM NOS. 1 & 2	ITEM NOS. 3 & 4
CAPITAL FIRE EQUIPMENT	SACRAMENTO, CA	\$ 5,275.00	\$ 165.00 PARTIAL
MATLICK ENTERPRISES	TUCSON, AZ	\$ 5,820.05	\$ 802.35
HALPRIN SUPPLY	LOS ANGELES, CA	\$ 6,085.00	\$ 657.60
O'NEILL SEAGRAVE	GLENBROOK, NV	\$ 6,025.00	\$ 792.00
THUNDERBIRD SALES	PHOENIX, AZ	\$ 6,550.75	\$ 910.68
WARDLAW FIRE	LA HABRA, CA	\$ 6,675.00	\$ 801.00
W. S. DARLEY	MELROSE PARK, IL	\$ 7,364.75	\$ 905.55
NEVADA FIRST AID	LAS VEGAS, NV	\$ 9,271.40	\$ 905.55
MASTER PROTECTION	LAS VEGAS, NV	\$12,550.00	\$1,143.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

CAPITAL FIRE EQUIPMENT	SACRAMENTO, CA - ITEM NOS. 1 & 2	\$ 5,275.00
HALPRIN SUPPLY	LOS ANGELES, CA - ITEM NOS. 3 & 4	\$ 657.60
TOTAL AWARD		\$ 5,932.60

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 81-82. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN THE REVENUE SHARING.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 2
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

3. <u>BID TITLE:</u>	BARBEQUE GRILLS, PICNIC TABLES, AND BLEACHERS	<u>BID NUMBER:</u>	82.2650.3
<u>ITEM:</u>	CAPITAL EQUIPMENT	<u>ESTIMATE:</u>	\$45,000.00
<u>DEPARTMENT:</u>	RECREATION AND LEISURE ACTIVITIES	<u>INVITATIONS MAILED:</u>	25
<u>FUNDING:</u>	CAPITAL PROJECT FUND	<u>RESPONSES RECEIVED:</u>	4

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO SUPPORT THE ED FOUNTAIN PARK EXPANSION AND THE
NEWLY DEVELOPED STEWART PLACE PARK.

BID ABSTRACT SUMMARY

	ITEM NO.:	1	2	3	4	5
WALT RANKIN & ASSOC.	LA MESA, CA	\$1,560.00	\$4,920.00	\$4,750.00	NO BID	\$4,500.00
RADCO	GLENDALE, AZ	\$3,199.84	NO BID	\$5,380.00	\$23,908.00	NO BID
FARRELL M. SMITH	TEMPE, AZ	\$1,952.00	NO BID	\$5,450.00	NO BID	NO BID
ROBERT WIDEN CO.	PRESCOTT, AZ	\$1,600.00	NO BID	\$5,000.00	\$28,490.00	NO BID

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

WALT RANKIN & ASSOC.	LA MESA, CA	ITEM NOS. 1, 2, 3 AND 5	\$15,730.00
RADCO	GLENDALE, AZ	ITEM NO. 4	\$23,908.00
TOTAL AWARD			\$39,638.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 81-82. NO IMPACT ON CURRENT BUDGET. FUNDS ARE
AVAILABLE IN THE CAPITAL PROJECT FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED
ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 3
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

4. <u>BID TITLE:</u>	REROOFING FIRE STATIONS NO. 6 AND NO. 7	<u>BID NUMBER:</u>	82.3550.14
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$15,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	36
<u>FUNDING:</u>	GENERAL REVENUE SHARING	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO RESTORE THE ROOFS ON FIRE STATIONS NO. 6 AND NO. 7 TO A WEATHERPROOF CONDITION.

BID ABSTRACT SUMMARY

HOWARD ROOFING CO.	LAS VEGAS, NV	\$ 9,848.00
B & H URETHANE SYSTEMS	LAS VEGAS, NV	\$12,688.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

HOWARD ROOFING CO.	LAS VEGAS, NV	\$ 9,848.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 81-82. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE FROM GENERAL REVENUE SHARING.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 4
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

5. <u>BID TITLE:</u>	AIR FILTER SERVICE CONTRACT (ANNUAL FY 82-83)	<u>BID NUMBER:</u>	82.9999.1
<u>ITEM:</u>	SERVICE	<u>ESTIMATE:</u>	\$8,875.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	10
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	4

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE SYSTEMATIC MAINTENANCE ON AIR FILTERS USED ON AIR CONDITIONING EQUIPMENT LOCATED IN ALL CITY BUILDINGS.

BID ABSTRACT SUMMARY

WESTERN FIRE PREVENTION	LAS VEGAS, NV	\$ 8,525.13
S & S FILTER MFG.	LAS VEGAS, NV	\$ 9,386.55
AIR FILTER SERVICE	LAS VEGAS, NV	\$ 9,427.79
JACK'S AIR, INC.	NORTH LAS VEGAS, NV	\$12,372.44

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

WESTERN FIRE PREVENTION	LAS VEGAS, NV	\$ 8,525.13
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 82-83. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

States Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 5
IV (g)

City of Las Vegas

0035

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

6. <u>BID TITLE:</u>	ASPHALTIC CONCRETE CONTRACT (ANNUAL FY 82-83)	<u>BID NUMBER:</u>	82.9999.2
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$604.25 UNIT PRICE (\$35,000 ANNUALLY)
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	29
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	5

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE MATERIALS FOR THE DEPARTMENT OF PUBLIC SERVICES TO MAINTAIN AND REPAIR CITY OF LAS VEGAS STREETS.

BID ABSTRACT SUMMARY

WELLS CARGO, INC.	LAS VEGAS, NV	\$ 539.00 UNIT PRICE
LAS VEGAS PAVING	LAS VEGAS, NV	\$ 590.72 UNIT PRICE
INDUSTRIAL ASPHALT	LAS VEGAS, NV	\$ 802.50 UNIT PRICE
DAN C. SMITH CO.	HENDERSON, NV	\$ 902.71 UNIT PRICE
NEVADA ROCK & SAND	LAS VEGAS, NV	\$1,103.60 UNIT PRICE

STAFF RECOMMENDATION OF AWARDTHAT THE BID BE AWARDED TO:

WELLS CARGO, INC.	LAS VEGAS, NV	\$ 539.00 UNIT PRICE
LAS VEGAS PAVING	LAS VEGAS, NV	\$ 590.72 UNIT PRICE
INDUSTRIAL ASPHALT	LAS VEGAS, NV	\$ 802.50 UNIT PRICE
DAN C. SMITH CO.	HENDERSON, NV	\$ 902.71 UNIT PRICE
NEVADA ROCK & SAND	LAS VEGAS, NV	\$1,103.60 UNIT PRICE

THE GEOGRAPHICAL AREA OF THE CITY OF LAS VEGAS IS SUCH THAT IT IS IN THE CITY'S BEST INTERESTS TO AWARD A CONTRACT TO ALL BIDDERS AND THEN USE THE BIDDER WHO IS CLOSEST TO THE NEEDED WORK SITE WITH PRICE AND OTHER FACTORS CONSIDERED. THIS CONTRACT HAS BEEN AWARDED TO MULTIPLE CONTRACTORS IN THIS MANNER FOR THE PAST THREE CONSECUTIVE YEARS.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 82-83. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-3-10

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 6
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

7. <u>BID TITLE:</u>	BASE MATERIAL CONTRACT (ANNUAL FY 82-83)	<u>BID NUMBER:</u>	82.9999.3
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$7.00 UNIT PRICE (\$35,000 ANNUALLY)
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	12
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	5

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE MATERIALS FOR THE DEPARTMENT OF PUBLIC SERVICES TO MAINTAIN AND REPAIR CITY OF LAS VEGAS STREETS.

BIO ABSTRACT SUMMARY

WELLS CARGO, INC.	LAS VEGAS, NV	\$6.58 UNIT PRICE
NEVADA ROCK & SAND	LAS VEGAS, NV	\$6.58 UNIT PRICE
BONANZA MATERIALS	HENDERSON, NV	\$6.68 UNIT PRICE
LAS VEGAS PAVING	LAS VEGAS, NV	\$7.42 UNIT PRICE
ARC MATERIALS	LAS VEGAS, NV	\$7.78 UNIT PRICE

STAFF RECOMMENDATION OF AWARDTHAT THE BID BE AWARDED TO:

WELLS CARGO, INC.	LAS VEGAS, NV	\$6.58 UNIT PRICE
NEVADA ROCK & SAND	LAS VEGAS, NV	\$6.58 UNIT PRICE
BONANZA MATERIALS	HENDERSON, NV	\$6.68 UNIT PRICE
LAS VEGAS PAVING	LAS VEGAS, NV	\$7.42 UNIT PRICE
ARC MATERIALS	LAS VEGAS, NV	\$7.78 UNIT PRICE

THE GEOGRAPHICAL AREA OF THE CITY OF LAS VEGAS IS SUCH THAT IT IS IN THE BEST INTERESTS TO AWARD A CONTRACT TO ALL BIDDERS AND THEN USE THE BIDDER WHO IS CLOSEST TO THE NEEDED WORK SITE WITH PRICE AND OTHER FACTORS CONSIDERED. THIS CONTRACT HAS BEEN AWARDED TO MULTIPLE CONTRACTORS IN THIS MANNER FOR THE PAST THREE CONSECUTIVE YEARS.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 82-83. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 7
IV (g)

City of Las Vegas

003'

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

8. <u>BID TITLE:</u>	GEAR OIL CONTRACT (ANNUAL FY 82-83)	<u>BID NUMBER:</u>	82.9999.7
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$9,350.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	7
<u>FUNDING:</u>	SANITATION	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THE NEED FOR THIS PURCHASE STEMS FROM THE MAINTENANCE LUBRICATION REQUIREMENTS FOR HEAVY EQUIPMENT LOCATED AT THE WASTEWATER TREATMENT PLANT.

BID ABSTRACT SUMMARY

JAMES PETROLEUM	LAS VEGAS, NV	\$8,640.00
D & G OIL	LAS VEGAS, NV	\$8,916.00
CHEM OIL & TIRE	LAS VEGAS, NV	\$9,696.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

JAMES PETROLEUM	LAS VEGAS, NV	\$8,640.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 82-83. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 8
IV (g)

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0038

May 19, 1982

Page 20

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

PURCHASING & CONTRACTS DIVISION CONT'D

*A. AWARD OF BIDS CONTINUED

9. Reflective Material (Annual FY 82-83)
Department of Public Services
10. Chemicals (Annual FY 82-83)
Department of Public Services
11. Chemicals (Annual FY 82-83)
Department of Public Services
12. Litter Abatement (Annual FY 82-83)
Department of Public Services
13. Street Repair (Annual FY 82-83)
Department of Public Services
14. Fire Engine - Replacement
Department of Fire Services
15. Paint (Annual FY 82-83)
Department of Public Services
16. Eastern Ave. - Bonanza Road to Owens Ave.
Department of Public Services

APPROVED
See Page 19

See Page 19

*B. PURCHASE ORDER APPROVAL

1. Identification Equipment
Department of Detention and Correctional
Services

Lurie -
APPROVED as
recommended.
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

9. <u>BID TITLE:</u>	GLASS SPHERES (ANNUAL FY 82-83)	<u>BID NUMBER:</u>	82.9999.8
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$9,275.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	19
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	4

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE A REFLECTIVE MATERIAL TO BE MIXED WITH THE PAINTS USED TO STRIPE VEHICLE TRAVEL LANES ON CITY OF LAS VEGAS STREETS.

BID ABSTRACT SUMMARY

POTTERS INDUSTRIES	ANAHEIM, CA	\$7,877.10
CATAPHOTE	JACKSON, MS	\$8,092.70
FLEX-O-LITE	ST LOUIS, MO	\$9,727.20
BAUER COATINGS	LOS ANGELES, CA	\$9,800.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

POTTERS INDUSTRIES	ANAHEIM, CA	\$7,877.10
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 82-83. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 9
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

10. <u>BID TITLE:</u>	LIQUID ALUMINUM SULFATE (ANNUAL FY 82-83)	<u>BID NUMBER:</u>	82.9999.10
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$920,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	32
<u>FUNDING:</u>	SANITATION	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO SUPPORT REMOVAL OF SOLID WASTE FROM WASTEWATER AT THE SANITATION PLANT. THIS REMOVAL IS NECESSARY DUE TO ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS.

BID ABSTRACT SUMMARY

THATCHER CHEMICAL	SALT LAKE CITY, UT	\$850,310.00
STAUFFER CHEMICAL	LOS ANGELES, CA	\$920,000.00
ALLIED CHEMICAL	MORRISTOWN, NJ	\$926,469.90

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

THATCHER CHEMICAL	SALT LAKE CITY, UT	\$850,310.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 82-83. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda ItemSECTION A PAGE 10
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

11. <u>BID TITLE:</u>	LIQUID CHLORINE CONTRACT (ANNUAL FY 82-83)	<u>BID NUMBER:</u>	82.9999.11
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$87,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	11
<u>FUNDING:</u>	SANITATION	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THE NEED FOR THIS PURCHASE STEMS FROM THE REQUIREMENTS PLACED ON THE CITY OF LAS VEGAS BY THE ENVIRONMENTAL PROTECTION AGENCY TO MAINTAIN SPECIFIC STANDARDS FOR TREATMENT OF WASTE WATER.

BID ABSTRACT SUMMARY

<u>BID ITEM:</u>		<u>NO. 1</u>	<u>NO. 2</u>
JONES CHEMICAL	HENDERSON, NV	\$72,900.00	\$6,462.75
FOREMOST - MCKESSON	LAS VEGAS, NV	NO BID	\$7,262.50

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

JONES CHEMICAL	HENDERSON, NV	\$79,362.75
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 82-83. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Jan R. Pilkington
Jan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 11
IV (g)

City of Las Vegas

0042

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

12. <u>BID TITLE:</u>	LITTER ABATEMENT CONTRACT	<u>BID NUMBER:</u>	82.9999.12
<u>ITEM:</u>	SERVICE	<u>ESTIMATE:</u>	\$120.00 UNIT PRICE (\$45,000.00 ANNUAL)
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	6
<u>FUNDING:</u>	REIMBURSABLE BY PROPERTY OWNERS	<u>RESPONSES RECEIVED:</u>	1

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO CLEAN UP PROPERTY LEFT UNATTENDED BY OWNERS. THE CITY OF LAS VEGAS BY ORDINANCE ESTABLISHED THAT OWNERS OF PROPERTY LOCATED WITHIN THE CITY OF LAS VEGAS SHALL MAINTAIN THAT PROPERTY EVEN IF IT IS UNOCCUPIED.

BID ABSTRACT SUMMARY

WAYNE'S TRUCKING	LAS VEGAS, NV	\$110.00 UNIT PRICE
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STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

WAYNE'S TRUCKING	LAS VEGAS, NV	\$110.00 UNIT PRICE (ESTIMATED ANNUAL USAGE \$39,750.00)
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 82-83. NO IMPACT ON CURRENT BUDGET. ALL COSTS ARE REIMBURSABLE THROUGH THE CITY OF LAS VEGAS BILLING ANY PROPERTY OWNER WHO'S PROPERTY REQUIRES THIS SERVICE.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 12
IV (g)

City of Las Vegas

0043

AGENDA DOCUMENTATION

Date: May 7, 1982

TO:

The Board of City Commissioners

FROM:

ASHLEY HALL,
DEPUTY CITY MANAGER

SUBJECT:

AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

13. <u>BID TITLE:</u>	STREET REPAIR CONTRACT (ANNUAL FY 82-83)	<u>BID NUMBER:</u>	82.9999.15
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$250,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	24
<u>FUNDING:</u>	STREETS (100% REIMBURSABLE)	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO CONTROL THE METHODS AND COSTS INVOLVED IN REPAIR OF CITY STREETS DUE TO PRIVATE CONTRACTOR AND PUBLIC UTILITIES CUTTING EXISTING PAVEMENT FOR UTILITY AND CONSTRUCTION PURPOSES.

BID ABSTRACT SUMMARY

WOMACK CONSTRUCTION	LAS VEGAS, NV	\$229,100.00
LAS VEGAS PAVING	LAS VEGAS, NV	\$275,125.00
RICO PAVING AND GRADING	LAS VEGAS, NV	\$282,575.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

WOMACK CONSTRUCTION	LAS VEGAS, NV	\$229,100.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 82-83. NO IMPACT ON CURRENT BUDGET. ALL EXPENDITURES ARE 100% REIMBURSABLE THROUGH ASSESSMENT PERMITS.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 13
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

14. <u>BID TITLE:</u>	1,250 G.P.M. FIRE ENGINE (REPLACEMENT)	<u>BID NUMBER:</u>	82.2100.16
<u>ITEM:</u>	CAPITAL EQUIPMENT	<u>ESTIMATE:</u>	\$106,000.00
<u>DEPARTMENT:</u>	FIRE SERVICES	<u>INVITATIONS MAILED:</u>	31
<u>FUNDING:</u>	FIRE SERVICES - VEHICLE SERVICES	<u>RESPONSES RECEIVED:</u>	6

NEED FOR PURCHASE

THE NEED FOR THIS PURCHASE STEMS FROM THE REQUIREMENT OF REPLACING FIRST LINE FIRE FIGHTING COMBAT EQUIPMENT ON A PRE-SCHEDULED BASIS TO RETAIN THE CITY'S CURRENT FIRE INSURANCE RATING.

BID ABSTRACT SUMMARY

SUPERIOR FIRE APPARATUS	HELENA, MT	\$105,669.00
GRUMMAN EMERGENCY	SACRAMENTO, CA	\$110,820.00
AMERICAN LAFRANCE	ELMIRA, NY	\$110,874.00
NEVADA DIESEL SERVICE	LAS VEGAS, NV	\$111,901.00
FMC VAN PELT	OAKDALE, CA	\$115,922.00
THUNDERBIRD SALES	PHOENIX, AZ	\$119,820.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

SUPERIOR FIRE APPARATUS	HELENA, MT	\$105,669.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 81-82. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN FIRE SERVICES - VEHICLE SERVICES FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Don R. Pilkington
Don R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 14
IV (g)

City of Las Vegas

0045

AGENDA DOCUMENTATION

Date: May 7, 1982TO:
The Board of City CommissionersFROM:
ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

15. <u>BID TITLE:</u>	TRAFFIC LANE AND CURB PAINT (ANNUAL FY 82-83)	<u>BID NUMBER:</u>	82.9999.17
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$80,475.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	12
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE PAINT FOR TRAFFIC LANE IDENTIFICATION AS WELL AS IDENTIFICATION OF RESTRICTED CURB USAGE THROUGHOUT THE CITY OF LAS VEGAS.

BID ABSTRACT SUMMARY

PERVO PAINT	LOS ANGELES, CA	\$70,805.00
PRISMO	EAST POINT, GA	\$78,860.00
BALTIMORE PAINT	BALTIMORE, MD	\$71,905.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

PERVD PAINT	LOS ANGELES, CA	\$70,805.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 81-82 AND 82-83. NO IMPACT ON CURRENT BUDGET.
FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 15
IV (g)

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

16. <u>BID TITLE:</u>	EASTERN AVENUE - BONANZA ROAD TO OWENS AVENUE	<u>BID NUMBER:</u>	82.3550.43
<u>ITEM:</u>	CAPITAL PROJECT	<u>ESTIMATE:</u>	\$407,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	30
<u>FUNDING:</u>	REGIONAL TRANSPORTATION COMMISSION	<u>RESPONSES RECEIVED:</u>	4

NEED FOR PURCHASE

THE NEED FOR THIS PURCHASE STEMS FROM THE ROAD SURFACE CONDITIONS PRESENTLY
ENCOUNTERED ON EASTERN FROM BONANZA ROAD TO OWENS AVENUE.

BID ABSTRACT SUMMARY

		<u>BID GROUP IA</u>	<u>ADDITIVE ITEM</u>	<u>BID GROUP II</u>	<u>TOTAL</u>
LAS VEGAS PAVING	LAS VEGAS, NV	\$313,367.00	\$14,600.00	\$45,053.15	\$373,020.15
SO. NEVADA PAVING	LAS VEGAS, NV	\$364,810.00	\$14,600.00	\$45,349.15	\$424,759.15
NEVADA ROCK & SAND	LAS VEGAS, NV	\$361,717.00	\$18,250.00	\$45,263.15	\$425,230.15
WELLS CARGO	LAS VEGAS, NV	\$341,722.50	\$14,600.00	\$44,357.15	\$400,679.65

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

SUBJECT TO APPROVAL BY CLARK COUNTY BOARD OF COMMISSIONERS MEETING ON JUNE 1, 1982:

LAS VEGAS PAVING	LAS VEGAS, NV	\$373,020.15
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 81-82. PROJECT IS FUNDED BY THE REGIONAL
TRANSPORTATION COMMISSION.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED
ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-2-10

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 16
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 7, 1982

TO: The Board of City Commissioners

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - BOARD OF CITY COMMISSION MEETING - MAY 19, 1982
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. PURCHASE ORDER APPROVAL

1. <u>ITEM:</u>	CAPITAL EQUIPMENT	<u>PURCHASE REQUEST:</u>	2400-047
<u>DESCRIPTION:</u>	FINGERPRINT COMPARISON DEVICE	<u>FUNDING:</u>	GENERAL FUND
<u>DEPARTMENT:</u>	DETENTION AND CORRECTIONAL SERVICES	<u>ESTIMATE:</u>	\$7,500.00

NEED FOR PURCHASE

THE NEED FOR THIS PURCHASE STEMS FROM THE REQUIREMENT TO ACCURATELY IDENTIFY AND PERMANENTLY RECORD NECESSARY PHYSICAL DATA ON ALL INMATES SENTENCED TO THE CITY OF LAS VEGAS MISDEMEANANT FACILITY. SOLE SOURCE.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

COMPARITOR SYSTEMS	LOS ANGELES, CA	\$7,500.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 81-82. NO IMPACT ON CURRENT BUDGET. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INDICATED THAT THIS ITEM IS IN ORDER BASED ON THE RECOMMENDATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENDATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE APPROVED.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Dan R. Pilkington
Dan R. Pilkington, Director
Department of General Services

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0048

May 19, 1982

Page 21

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV (h). DEPARTMENT OF PUBLIC SERVICES

DONALD E. DONOVAN, P.E., DIRECTOR

*CONSENT AGENDA

All matters listed under Items A, B, C, D, and E, recommended for approval by the staff, are considered to be routine by the City Commission and may be enacted by one motion. However, any item may be discussed if a Commission member or citizen so requests.

*A. APPROVAL OF SUBDIVISION MAPS

It is recommended that the following final maps be approved subject to posting of bonds and signing of agreements and plans within thirty days. All engineering designs are being processed.

1. Marion View. (Brandt Construction - property generally located on the southwest corner of Owens Ave. and Marion Dr., No. of lots: 65, No. of acres: 10.74, Zoned R-CL)

Lurie -
APPROVED Items A
thru E as recommended.
Unanimous
(Christensen excused)

Staff to proceed

2. Reversionary Map of a Portion of Suncrest Meadows Unit 2. (Brandt Construction - property generally located on the west side of Lorenzi Blvd., south of Craig Rd.)

See Above

See Above

3. Suncrest Gardens #1 (Brandt Construction - property generally located on the southwest corner of Craig Rd. and Lorenzi Blvd. - No. of lots: 68, No. of acres: 11.82, Zoned R-CL)

See Above

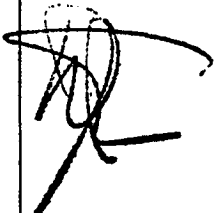
See Above

4. Renaissance Cottages No. 1. (Renaissance Development Co., Inc. - property generally located on the southwest corner of Harris Ave. and Sandhill Rd., No. of lots: 126, No. of acres: 19.6, Zoned R-CL)

See Above

See Above

APPROVED AGENDA ITEM



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0049

May 19, 1982

Page 22

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV (h). DEPARTMENT OF PUBLIC SERVICES (Continued)

*A. APPROVAL OF SUBDIVISION MAPS (Continued)

5. Quail Park III, Phase 1. (Johnny Ribeiro - property generally located on the north side of W. Charleston Blvd., west of Shetland Rd., No. of lots: 42, No. of acres: 4.65, Zoned PR & CD)

Lurie -
APPROVED Items A
thru E as recommended
Unanimous
(Christensen excused)

Staff to proceed

6. Quail Park III, Phase 2. (Johnny Ribeiro - property generally located on the north side of W. Charleston Blvd., west of Shetland Rd., No. of lots: 42, No. of acres: 4.65, Zoned PR & CD)

*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

All offsite improvements on the following subdivisions have been completed in accordance with agreements and City standards except for the final correction list.

1. Tanglewood Tract 1. (Nevada Savings & Loan - property generally located on the northwest corner of Torrey Pines Dr. and Smoke Ranch Rd., No. of lots: 100, No. of acres: 20, Zoned RPD-8)

See Above

See Above

2. Tanglewood Tract 2. (Nevada Savings & Loan - property generally located on the northwest corner of Torrey Pines Dr. and Smoke Ranch Rd., No. of lots: 171, No. of acres: 20, Zoned RPD-8)

See Above

See Above

3. New West No. 1. (New West Land Corp. - property generally located on the northwest corner of Michael Way and Smoke Ranch Rd., No. of lots: 83, No. of acres: 19, Zoned R-1)

See Above

See Above

APPROVED AGENDA ITEM

CITY COMMISSION MINUTES - MAY 19, 1982
INTER-OFFICE MEMORANDUM

June 14, 1982

TO:

CITY CLERK

FROM:

CITY ENGINEER

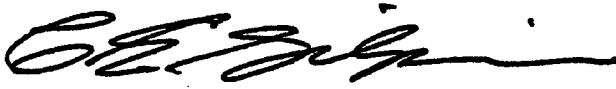
SUBJECT:

RELEASE OF SUBDIVISION BOND

COPIES TO:

CHUCK TURK
WILLIAM J. PURVIS
DOUG PETERSON

On May 19, 1982 the City Commission accepted the improvements for Tanglewood Tract 1 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the department of Public Services. It is recommended that the Cash Deposit Agreement with Valley Bank of Nevada be release to the Subdivider.



C. E. Gilpin, P.E.
City Engineer

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 0051

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Commission Action

Department Action

IV (h). DEPARTMENT OF PUBLIC SERVICES (Continued)

*C. RELEASE OF BOND

All offsite improvements have been completed, inspected, and accepted. The bond may be released.

1. Location: Northwest corner of Commerce St. and St. Louis Ave.
Use: Sidewalk, alley paving, alley gutter
Builder: Bob Stupak dba Vegas World Hotel
Surety Co.: Fidelity and Deposit Co. of Maryland
Amount: \$7,500.00
Bond No.: 9384307 (CLV 20-80)

Lurie -
APPROVED Items A
thru E as recommended
Unanimous
(Christensen excused)

Clerk to notify
Staff to proceed

2. Location: 332 So. Sixth St.
Use: Street lights, sidewalk, alley paving
Builder: Carl Volkmar
Surety Co.: None (Cash Deposit)
Amount: \$5,400.00
Bond No.: CLV 36-81

See Above

Staff to proceed

*D. RELEASE OF CONTRACT RETENTION

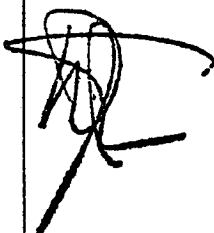
All work has been completed in accordance with contract plans and specifications and the work has been inspected.

1. Bid No.: 81.2550.33
Contractor: Cooke & Kerzetski Construction Company
For: City of Las Vegas Jail Annex Renovation
Notice of Completion: April 22, 1982
Release Date: May 27, 1982

See Above

Clerk to notify

APPROVED AGENDA ITEM



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

0052

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Commission Action

Department Action

IV (h). DEPARTMENT OF PUBLIC SERVICES (Continued)

*D. RELEASE OF CONTRACT RETENTION (Continued)

2. Bid No.: 82.3550.21
Contractor: Blanchard Construc-
tion Company
For: Misdemeanant Deten-
tion Facility, Founda-
tions, Walls, and
Fence

Notice of
Completion: April 26, 1982
Release Date: May 31, 1982

3. Bid No.: 82.0600.4
Contractor: Waynes Trucking
For: Removal and Disposal
of Structures

Notice of
Completion: April 21, 1982
Release Date: May 26, 1982

Lurie -
APPROVED Items A
thru E as recommended
Unanimous
(Christensen excused)

Clerk to notify

See Above

See Above

*E. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Grant Deed
From: The Bible Way
Fellowship
To: City of Las Vegas
For: Portion of Sec. 13,
T20S, R60E and Sec.
18, T20S, R61E
Roberta Lane
(4/29/82)

See Above

Staff to proceed

2. Right of Way Grant for Drainage
Purposes

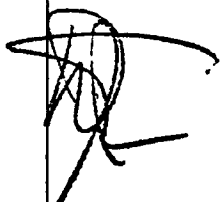
From: William E. Hoppe and
Joyce C. Swessel Co.,
Administrators for
the Estate of Claire
E. Hoppe

To: City of Las Vegas
For: Portion of NE $\frac{1}{4}$, Sec.
12, T20S, R60E
Drainage easement
(4/19/82)

See Above

See Above

APPROVED AGENDA ITEM



RESOLUTION OF ACCEPTANCE OF Quit Claim Deed

On motion of Commissioner Lurie, and carried unanimously, the following Resolution is adopted, and order made:

BE IT RESOLVED, this 19th day of May, 1982, by the Board of Commissioners of the City of Las Vegas, County of Clark, State of Nevada, that the Deed, dated the 17th day of May, 1982,

~~XXXXXXXXXX~~ Recorded as Instrument Number 1525993 in Official Record Book 1566 on May 18, 1982 in the Office of the County Recorder, Clark County Nevada

to the City of Las Vegas, County of Clark, State of Nevada, and that the real property described therein be, and is hereby accepted, for the purposes of Land Acquisition; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be attached to said Deed, and that the same be recorded in the Office of the County Recorder of the County of Clark, State of Nevada, and this resolution be filed in the records of this Board.

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

I, Carol Ann Hawley, City Clerk, of the City of Las Vegas, County of Clark, State of Nevada, hereby certifying the foregoing to be a full, true and correct copy of the Resolution accepting the Deed attached hereto duly adopted at a regular meeting of the Board of Commissioners held on the 19th day of May, 1982.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal this 19th day of May, 1982

Carol Ann Hawley
Clerk of the City of Las Vegas

By _____ Deputy

FCR: Land Acquisition

RESOLUTION OF ACCEPTANCE OF Grant Bargain Sale Deed

On motion of Commissioner Lurie, and carried unanimously, the following Resolution is adopted, and order made:

BE IT RESOLVED, this 19th day of May, 1982, by the Board of Commissioners of the City of Las Vegas, County of Clark, State of Nevada, that the Deed, dated the 17th day of May, 1982,

~~XXXXXXXXXX~~ Recorded as Instrument No. 1525994 In Official Record Book 1566 on May 18, 1982 in the Office of the County Recorder, Clark County Nevada

to the City of Las Vegas, County of Clark, State of Nevada, and that the real property described therein be, and is hereby accepted, for the purposes of Land Acquisition; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be attached to said Deed, and that the same be recorded in the Office of the County Recorder of the County of Clark, State of Nevada, and this resolution be filed in the records of this Board.

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

I, Carol Ann Hawley, City Clerk, of the City of Las Vegas, County of Clark, State of Nevada, hereby certifying the foregoing to be a full, true and correct copy of the Resolution accepting the Deed attached hereto duly adopted at a regular meeting of the Board of Commissioners held on the 19th day of May, 1982.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal this 19th day of May, 1982

Carol A. Hawley
Clerk of the City of Las Vegas

By _____ Deputy

FOR: Land Acquisition

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0055

May 19, 1982

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BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV (h). DEPARTMENT OF PUBLIC SERVICES (Continued)

*E. ACCEPTANCE OF RIGHT OF WAY ITEMS
(Continued)

3. Grant Deed
From: Fletcher Jones
To: City of Las Vegas
For: Portion of SE $\frac{1}{4}$, Sec.
8, T21S, R61E
Rancho Rd. (2/22/82)

Lurie -
APPROVED Items A
thru E as recommended
Unanimous
(Christensen excused)

Staff to proceed

F. APPROVAL OF TRAFFIC AND PARKING ITEMS

Resolutions to amend Title X (Traffic)
of the City of Las Vegas Municipal Code
as follows:

1. Request by Mr. Herbert B. Pastor for
a bus zone at 20 and 32 East Fremont
Street.
2. Request by Traffic Engineering for
the removal of parking on the west side
of Rancho Drive from Charleston Blvd. to
Oakey Blvd.
3. Stop Sign Recommendations
 - a. "I" Street at Adams Avenue
 - b. Adams Avenue at "J" Street
 - c. "I" Street at Madison Avenue

Woofter -
APPROVED Items 1
thru 3 as recommended.
Unanimous
(Christensen excused)

Staff to proceed

G. REPORTS/ACTION

1. Replacement of stamped concrete pave-
ment on Main St. at Fremont St.
2. Approval of agreement for the reloca-
tion of a billboard on Rancho Rd.
3. Request by Marvin B. Herrin for an
Encroachment Agreement for a block wall
and landscaping at 1515 E. Oakey Blvd.

Item G-1
Lurie - Staff
directed to have
Centel pay all costs
of pavement replacement.
Unanimous
(Christensen excused)

Staff to proceed

Item G-2
Lurie - APPROVED
Agreement.
Unanimous
(Christensen excused)

Staff to proceed

Item G-3
Lurie -
APPROVED Items 3 &
4 as recommended.
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

RESOLUTION

WHEREAS, Ordinance No. 1589 allows for the additions and corrections of schedules pertaining to TITLE X of the City Code to be done by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the Traffic Engineer that the following additions and corrections be made in said schedules; and

NOW, THEREFORE, be it resolved by the Board of City Commissioners of the City of Las Vegas, Nevada, that the following schedules pertaining to TITLE X of the City Code be amended as follows:

Schedule 18-V, page 45, be amended to include the following as a Five Minute Bus Loading Zone:

First Street - West side - North of Fremont Street (Five minute bus loading zone);

Schedule 17-III, page 25, be amended to include the following as No Parking At Any Time:

Rancho Drive - West side - from Charleston Boulevard to Oakey Boulevard

Schedule 14-II, be amended to include the following as stops required:

on 'I' Street at Adams Avenue

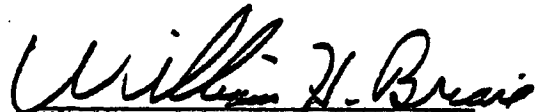
on Adams Avenue at 'J' Street

on 'I' Street at Madison Avenue

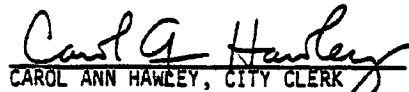
Schedule 14-II, be amended to delete the following as stops required:

on Madison Avenue at 'I' Street

PASSED, ADOPTED AND APPROVED THIS 19th day of May 1982.


WILLIAM H. BRIARE, MAYOR

ATTEST:


CAROL ANN HAWCEY, CITY CLERK

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 5, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR,
DEPUTY CITY MANAGER

SUBJECT: REQUEST BY MR. HERBERT B. PASTOR FOR A BUS ZONE AT 20 AND 32 EAST FREMONT STREET

PURPOSE/BACKGROUND

A request (attached) has been received from Mr. Herbert Pastor for a five minute bus loading zone in front of the Golden Goose Casino at 20 East Fremont Street and at Sassy Sally's Casino at 32 East Fremont Street.

Fremont Street carries substantial volumes of traffic, especially during peak tourist periods and the traffic lanes and parking lanes on Fremont Street are relatively narrow. Therefore, loading zones for larger vehicles, such as busses, have been placed on the side streets that intersect Fremont Street. It was recommended by the Traffic Engineering staff that the bus zone be located on the west side of First Street north of Fremont Street adjoining Sassy Sally's Casino. This would provide the requested bus zone and also would not interfere with the traffic flow on Fremont Street.

The Traffic and Parking Commission discussed the overall problem concerning tour buses in the downtown area and requested that staff conduct a study of the situation. The Traffic and Parking Commission recommended that a 5 minute loading zone on First Street be approved on a temporary basis until the study has been completed.

FISCAL IMPACT

None. In the attached letter Mr. Herbert Pastor stated that he would pay for the costs of installation.

RECOMMENDATIONS

At the April 22, 1982 Traffic and Parking Commission meeting, the Commission unanimously recommended approval of a five minute bus loading zone on the west side of First Street north of Fremont Street, as a temporary measure until completion of the tour bus study. A resolution is attached. Staff concurs.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐


DONALD E. DONOVAN, P.E.
DIRECTOR OF PUBLIC SERVICES

Status Due: _____

Agenda Item 5/19/82

IV (h). F. 1

GOLDEN GOOSE CASINO

0058

CASINO CENTER

20 East Fremont Street • Las Vegas, Nevada 89101

Telephone (702) 385-4774

March 18, 1982

Mr. Alfred Bossi, Chief
Traffic Engineering Division
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Mr. Bossi:

I am writing to request designation of a five minute bus loading zone in front of the Golden Goose Casino, 20 East Fremont Street, and Sassy Sally's Casino, 32 East Fremont Street. Creation of such a zone is critical to the expansion of our business and will be beneficial to the City of Las Vegas and the State of Nevada through increased taxable gaming revenues directly related to this change.

There is little question that Las Vegas has begun to feel the effects of the recessionary economic climate of the country, as evidenced in the recent employee layoffs at the Las Vegas Convention and Visitors Authority and throughout most segments of the local business community. At present, we are all attempting to do whatever is required to make the revenue picture brighter.

We have watched our downtown neighbors grow and expand through the addition of new facilities and highrise towers to their properties. During this period, the steady flow of traffic, which is beneficial to all of us on Fremont Street, has been interrupted on a project-by-project basis. We have no objections to this, as we are pleased to watch our downtown neighbors grow and prosper.

However, the nature of physical growth undertaken recently at properties such as the Sundance, Union Plaza and Four Queens, to name a few, is something we are not able to initiate for our properties at this time. In that we are not currently able to increase our business through increasing our facilities, we must increase the volume of our business. It is this option which we are attempting to pursue.

Implementation of a bus program at the Golden Goose and Sassy Sally's Casinos has helped us to accomplish this goal. Through our bus program, we are bringing in visitors from outlying areas, and we are also bringing in

Mr. Bossi
March 18, 1982
Page two

customers from the Strip, who might not otherwise visit downtown and contribute to its economy.

We are asking your assistance in creating a bus loading zone in front of the Golden Goose and Sassy Sally's to make our effort possible. We will be pleased to underwrite all signage and painting costs involved in this change.

At present, a three minute passenger loading zone exists in the area under discussion on Fremont Street. Our professional casino management team currently supervises and expedites each bus passenger loading and unloading in this zone. However, it has been found that a period of three to five minutes is required to load or unload each bus, which carries an average of thirty seven passengers.

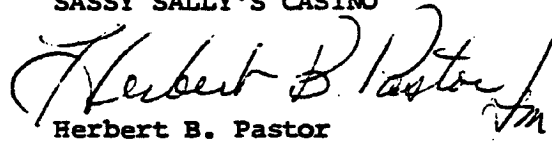
In that we wish only to comply with the law, we are asking your assistance in bringing about City designation of a five minute bus loading zone in front of the Golden Goose and Sassy Sally's. All buses will be required to vacate the bus loading zone immediately following loading or unloading, and diligent supervision by our casino management personnel will assure that this is done.

Creation of a five minute bus loading zone in front of the Golden Goose and Sassy Sally's Casinos will be beneficial not only to the continued growth and success of the two casinos, but to downtown Las Vegas and to an increase in needed tax revenues, as well.

We seek and appreciate your personal attention to this urgent request. Thank you for your prompt action on this matter.

Very truly yours,

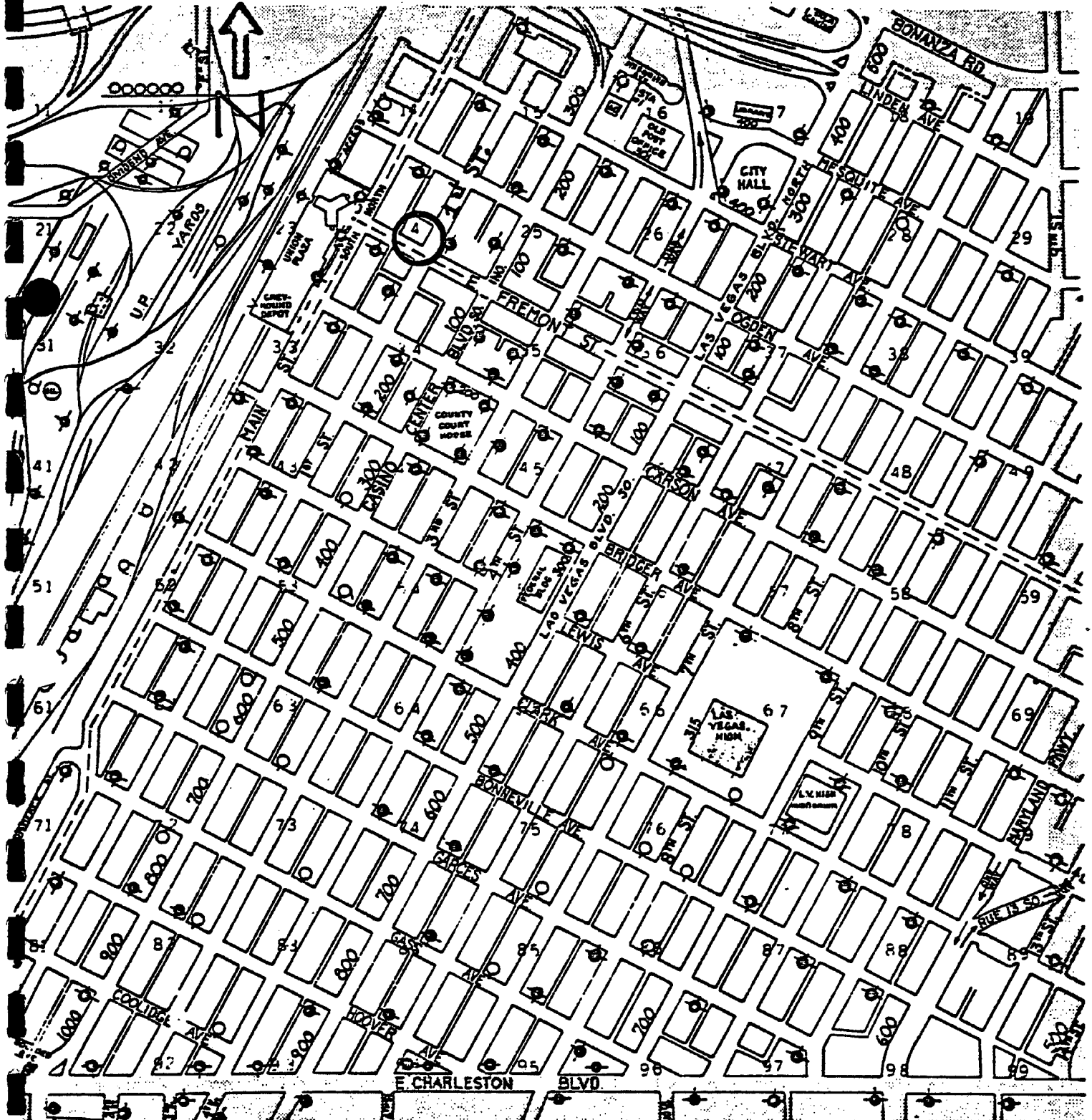
GOLDEN GOOSE CASINO AND
SASSY SALLY'S CASINO


Herbert B. Pastor

HBP:tm

cc: The Honorable William Briare
Commissioner Ron Lurie

REQUEST BY MR. HERBERT B. PASTOR FOR A BUS ZONE
AT 20 AND 32 EAST FREMONT STREET



*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 5, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR,
DEPUTY CITY MANAGERSUBJECT: REQUEST BY TRAFFIC ENGINEERING FOR THE REMOVAL OF PARKING ON THE WEST SIDE
OF RANCHO DRIVE FROM CHARLESTON BOULEVARD TO OAKLEY BOULEVARD.PURPOSE/BACKGROUND

The Traffic Engineering Division has requested the removal of parking on the west side of Rancho Drive from Charleston Boulevard to Oakley Boulevard to install four travel lanes to accommodate increased traffic volumes. Presently, there are only two travel lanes on Rancho Drive from Oakley Boulevard to Charleston Boulevard, which is inadequate to handle the existing traffic volumes. The removal of on-street parking on the west side of Rancho Drive will enable four travel lanes to be installed.

Notices were sent to thirteen property owners of record in the subject area. On the notices it was indicated that no response would indicate an affirmative response. As of the writing of this report, there were two responses in favor of the prohibition of parking and two responses against it.

FISCAL IMPACT

The Traffic Engineering Division will implement the removal of parking at a cost of \$725. Funds are available in the F.Y. 1981-82 Division budget.

RECOMMENDATIONS

At the April 22, 1982 Traffic and Parking Commission meeting, the Commission unanimously recommended approval of the removal of parking on the west side of Rancho Drive from Charleston Boulevard to Oakley Boulevard. A resolution is attached. Staff concurs.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐


DONALD E. DONOVAN, P.E.
DIRECTOR OF PUBLIC SERVICES

Status Due: _____

79-3-10

Agenda Item 5/19/82
IV (h). F. 2

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 5, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR,
DEPUTY CITY MANAGER

SUBJECT: STOP SIGN RECOMMENDATIONS

PURPOSE/BACKGROUND

The following intersections were studied by conducting traffic counts, reviewing past accident experience, and analyzing sight distance. The resulting data was compared to warrants established in the Manual on Uniform Traffic Control Devices, which the City must follow according to Nevada Revised Statute 484.781. The conclusions of the studies were recommendations that stop signs be installed at the following locations:

- A. 'I' Street at Adams Avenue.
This intersection is presently uncontrolled. Stop signs are warranted to control the 'I' Street approaches at Adams Avenue.
- B. Adams Avenue at 'J' Street.
This intersection is presently uncontrolled. Stop signs are warranted to control the Adams Avenue approaches to 'J' Street.
- C. 'I' Street at Madison Avenue.
Presently the Madison Avenue approaches are stopped at 'I' Street, but Madison Avenue carries the heavier volume of traffic. The stop signs should be switched to stop the 'I' Street approaches, instead.

FISCAL IMPACT

The Traffic Engineering Division will install the stop signs at the three intersections at a cost of \$300. Funds are available in the F.Y. 1981-82 Division Budget.

RECOMMENDATIONS

At the April 22, 1982 Traffic and Parking Commission meeting, the Commission unanimously recommended approval of the installation of stop signs (A.) on 'I' Street at Adams Avenue, (B.) on Adams Avenue at 'J' Street, and (C.) on 'I' Street at Madison Avenue. A resolution is attached. Staff concurs.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

DONALD E. DONOVAN, P.E.
DIRECTOR OF PUBLIC SERVICES

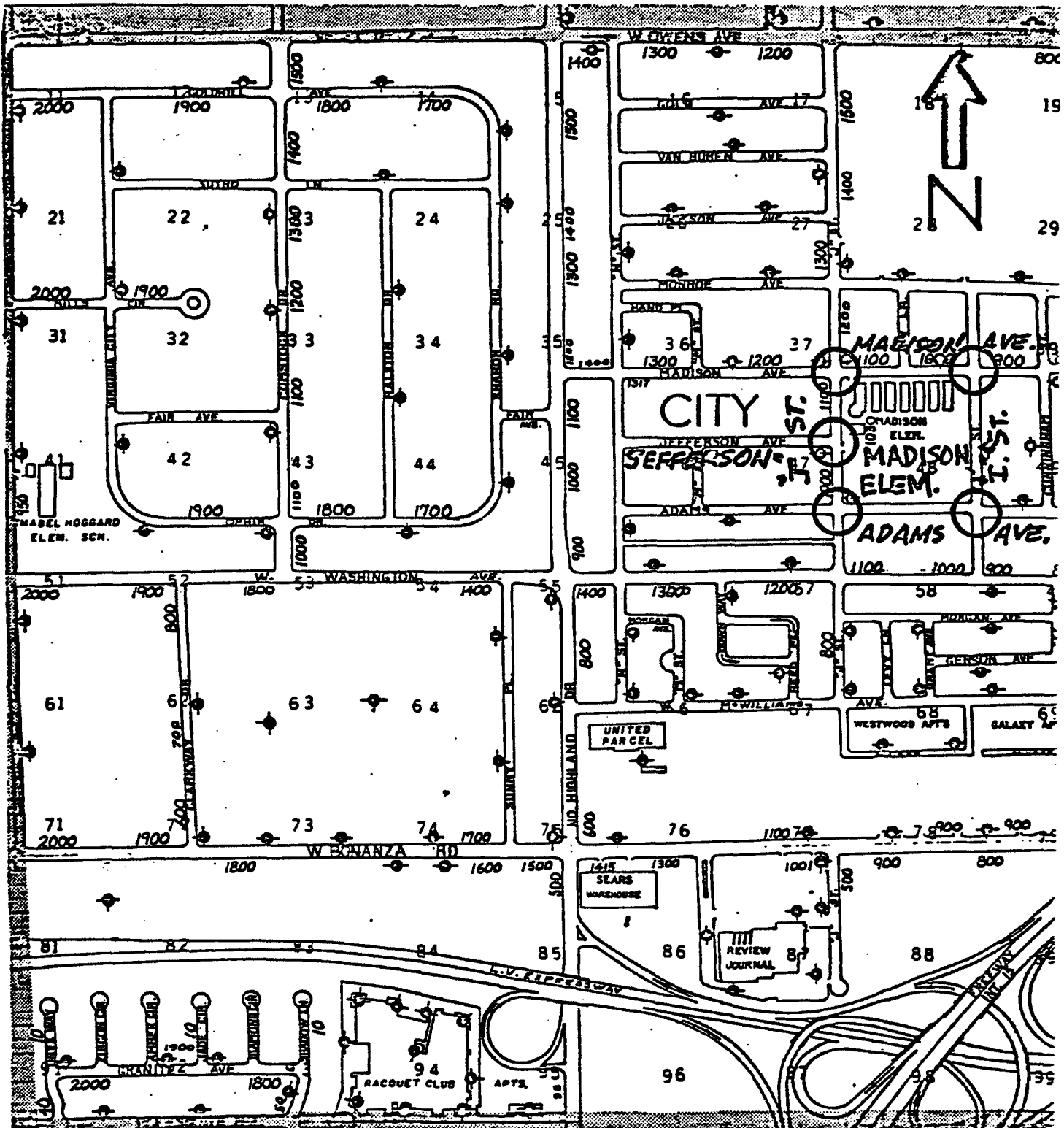
Agenda Item 5/19/82

IV (h). F. 3

CITY COMMISSION MINUTES - MAY 19, 1982
INTERSECTION STUDIES AT:

I St. and Adams Ave.
J St. and Adams Ave.
I St. and Madison Ave.
J St. and Madison Ave.
J St. and Jefferson Ave.

0064



City of Las Vegas

AGENDA DOCUMENTATION

Date: May 5, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REPLACEMENT OF STAMPED CONCRETE PAVEMENT ON MAIN ST. AT FREMONT ST.

PURPOSE/BACKGROUND

Central Telephone Co. is in the process of placing underground telephone conduit along Main Street. The installation of the conduit will require removal of a 6 foot portion of the stamped concrete pavement on Main Street at the Fremont Street intersection. This particular section is badly cracked and is presently deteriorating. Rather than having a 6 foot patch, it would be better to replace the entire 20 foot section.

Staff requested Central Telephone Co. to obtain bids for removal and replacement of a 6 foot wide section, and obtain an estimate for the additional cost to remove and replace the entire section. Their bid shows:

Remove and replace full width:	\$20,000
Less 6 foot width:	<u>10,000</u>
Participation by City:	\$10,000

FISCAL IMPACT

\$10,000 is available from Ad Valorem Tax Capital Improvement Fund.

RECOMMENDATIONS

The Director of Public Services recommends that the entire 20 foot wide section of stamped pavement be removed and replaced and that Central Telephone Co. be authorized to remove the entire stamped concrete section and the City reimburse Central Telephone Co. in the amount of \$10,000, or one-half of the full cost, whichever is less.


DONALD E. DONOVAN, P.E.
Director of Public ServicesDISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-3-10

Agenda Item 5/19/82

IV (h). G. 1

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 4, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF AGREEMENT FOR THE RELOCATION OF A BILLBOARD ON
RANCHO RD.PURPOSE/BACKGROUND

The City Commission previously approved the vacation of Rigel St. (VAC 23-80) from Sirius Ave. to a point on the west right-of-way line of Rancho Rd. extended. As a condition of the vacation, it was required that the applicant, Fletcher Jones, enter into a written agreement with the City of Las Vegas to relocate the billboard which presently exists in the future Rancho Rd. alignment at no cost to the City. This agreement was prepared in the City Attorney's office and Mr. Jones has signed the document.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commission approve the Agreement and authorize the Mayor, on behalf of the City Commission, to execute the Agreement.

DISPOSITIONApproved ☐
Disapproved ☐
Held ☐

Status Due: _____

70-9-10


DONALD E. DONOVAN, P.E.
Director of Public Services

Agenda Item 5/19/82

IV (h). G.2.

1 AGREEMENT

2
3 THIS AGREEMENT entered into this 19th day of May,
4 1982, by and between the CITY OF LAS VEGAS, NEVADA (hereinafter
5 referred to as the "CITY OF LAS VEGAS") and FLETCHER JONES.

6 W I T N E S S E T H:

7 WHEREAS, the CITY OF LAS VEGAS desires to obtain addi-
8 tional right-of-way for the extension of Rancho Road as indicated
9 in Exhibit "A", attached hereto and incorporated herein as a part
10 of this Agreement; and

11 WHEREAS, title and possession of this additional right-
12 of-way is presently in the name of FLETCHER JONES; and

13 WHEREAS, FLETCHER JONES is presently the owner of the
14 real property to the west and east of Rigel Avenue as indicated
15 in Exhibit "B", attached hereto and incorporated herein as part of
16 this Agreement; and

17 WHEREAS, FLETCHER JONES as owner of the property to the
18 east and west of Rigel Avenue desires to obtain title and possession
19 to that portion of Rigel Avenue indicated in red on Exhibit "B";
20 and

21 WHEREAS, the parties hereto have agreed that in return
22 for the vacation of Rigel Avenue by the CITY OF LAS VEGAS, title
23 and possession to that right-of-way legally described in Exhibit
24 "C", attached hereto and incorporated herein as a part of this
25 Agreement, shall be conveyed to the CITY OF LAS VEGAS as a condition
26 to the validity of the vacation; and

27 WHEREAS, presently there is located in the right-of-way
28 a double-faced sign of substantial size which needs to be relocated
29 prior to construction of Rancho Road on the property to be acquired
30 by this Agreement; and

31 WHEREAS, FLETCHER JONES, as a condition of and in consid-
32 eration of the vacation of Rigel Avenue by the CITY OF LAS VEGAS

1 has agreed, at his own expense, to remove or relocate this sign.

2 NOW, THEREFORE, IT IS MUTUALLY AGREED by and between
3 the parties, the following covenants, terms and conditions:

- 4 1. That the CITY OF LAS VEGAS execute and record an Order of
5 Vacation vesting title and possession of the real property
6 designated as "Rigel Avenue" and indicated in red on Exhibit
7 "B" in the name of FLETCHER JONES.
- 8 2. That FLETCHER JONES execute and record a Grant Deed conveying
9 to the CITY OF LAS VEGAS that right-of-way legally described
10 in Exhibit "C".
- 11 3. That FLETCHER JONES, subsequent to the vacation of Rigel
12 Avenue and as a condition to the continued validity of said
13 vacation by the CITY OF LAS VEGAS, hereby agrees to remove
14 or relocate any and all signs presently located in that right-
15 of-way, described in Exhibit "C" which is to be obtained by
16 the CITY OF LAS VEGAS from FLETCHER JONES.
- 17 4. That the removal or relocation of the existing signs in their
18 present location shall be at the sole expense of FLETCHER
19 JONES.
- 20 5. That the removal or relocation shall be commenced within
21 thirty (30) days after notice from the CITY OF LAS VEGAS
22 requesting said removal or relocation and shall be completed
23 within a reasonable time thereafter. For purposes of compu-
24 tation, the thirty (30) day period commences to run on the
25 date that the notice is deposited with the United States
26 Postal Service, postage prepaid and addressed in the following
27 manner:
28 FLETCHER JONES
29 444 S. Decatur Boulevard
Las Vegas, Nevada 89107
- 30 6. That it is the intent of the parties hereto that the burden
31 of removing or relocating this sign shall run with the title
32 and possession of the adjoining land owned by FLETCHER JONES

1 as indicated in Exhibit "B", and that said burden shall be
2 binding upon the heirs, assigns, and transferees to this
3 property.

4 DATED this 19th day of May, 1982

5 William H. Briare
6 WILLIAM H. BRIARE, Mayor
7

8 ATTEST:

9
10 Carol A. Hawley
11 Carol Ann Hawley, City Clerk
12

13 Fletcher Jones
14 FLETCHER JONES
15

16 SUBSCRIBED and SWORN to before me
17 this 19th day of May, 1982.

18 Annell Schuetz
19 NOTARY PUBLIC in and for said
20 County and State
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1. ANNELL SCHUETZ
Notary Public - State of Nevada
COUNTY OF CLARK
My Appointment Expires April 21, 1985

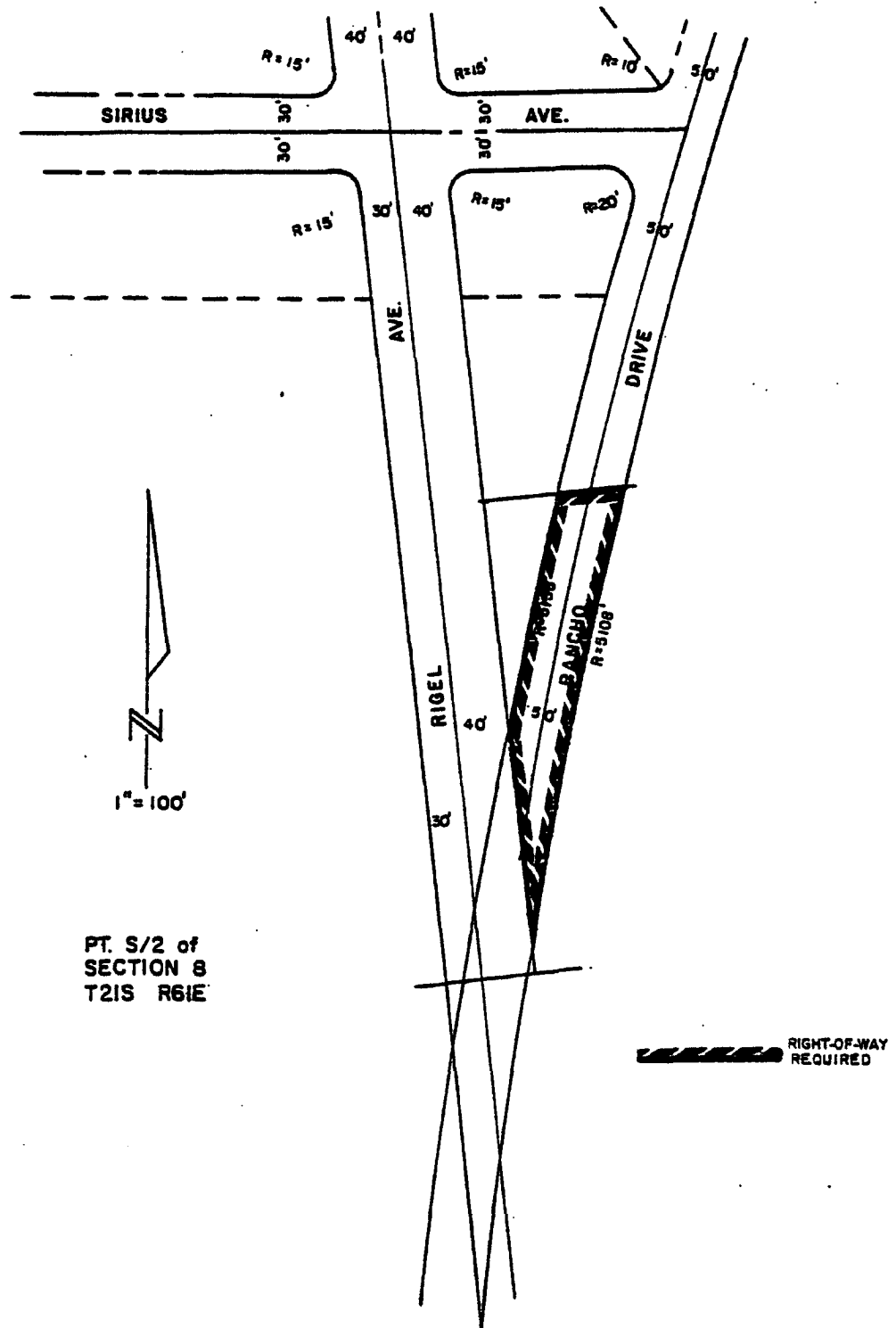
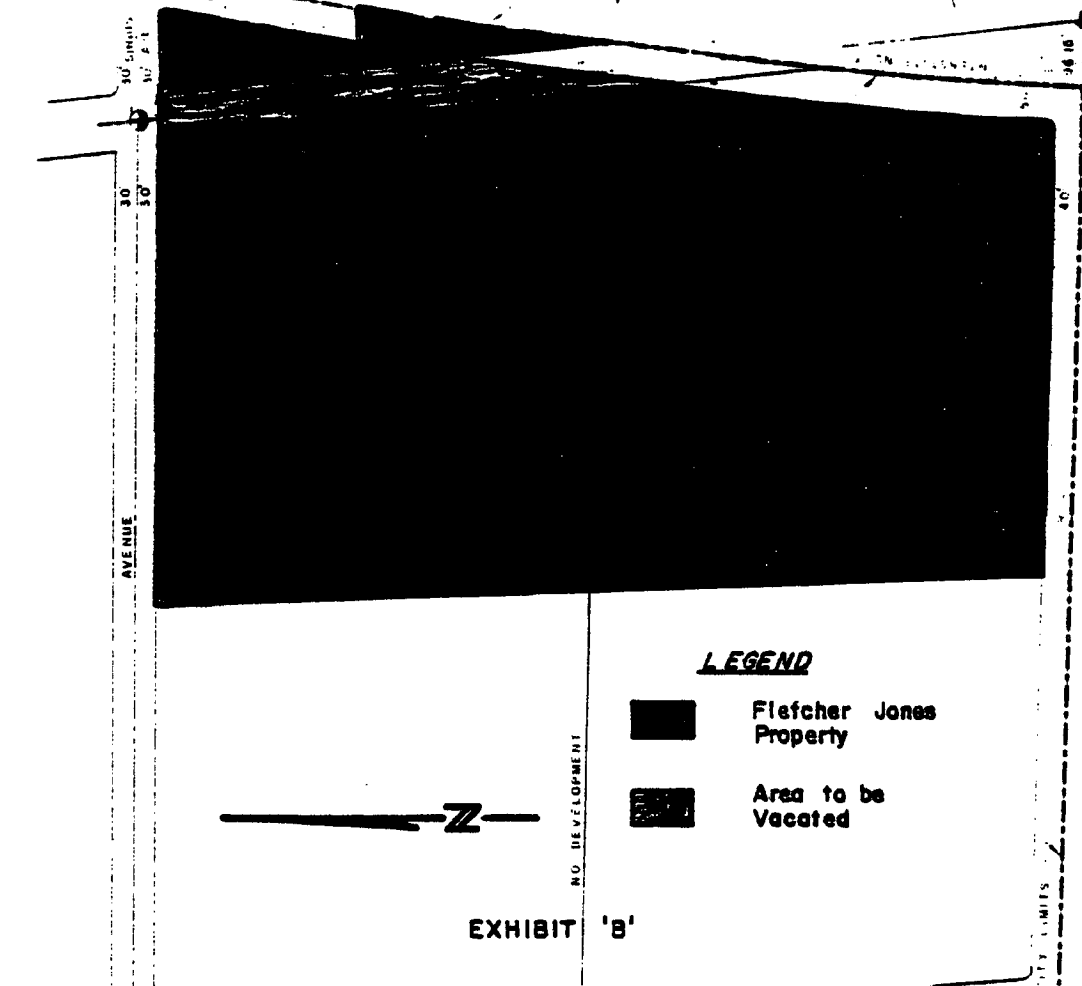


EXHIBIT 'A'



The East 50.00 feet, measured radially to the East line, of that portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 8, Township 21 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described by Deed to FLETCHER JONES recorded January 22, 1980 as Inst. No. 1135327 of Official Records of Clark County, Nevada. The parcel of land described by said Inst. No. 1135327 being described as follows:

"That portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 8, Township 21 South, Range 61 East, M.D.B. & M., described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 8;
THENCE North 88°49'22" West along the North line of said Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) a distance of 169.75 feet to a point in the Northwesterly line of the proposed Freeway;
THENCE along said Northwesterly line South 35°33'23" West a distance of 11.45 feet to the beginning of a tangent curve to the left, concave Southeast, having a radius of 5108 feet, and subtending a central angle of 24°24'47" to a point on the Easterly right-of-way line of Rigel Avenue (as conveyed to the County of Clark, by Document No. 364174, recorded June 11, 1963 in said County Official Records), distant North 3°50'16" West 13.73 feet from the South line of the North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 8, said point being the TRUE POINT OF BEGINNING;
THENCE South 86°09'44" West 40.00 feet to the North-South centerline of said Section 8;
THENCE North 3°50'16" West along said centerline a distance of 368.42 feet;
THENCE North 86°09'44" East a distance of 153.65 feet to a point on the Westerly right-of-way line of the proposed Freeway, said point being on a curve concave to the Southeast, having a radius of 5108 feet, the radial line through said point bears South 74°31'52" East;
THENCE Southwesterly along said curve through an angle of 4°19'33" an arc length of 385.65 feet to the TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM the interest in and to the Westerly 40.00 feet as conveyed to the County of Clark for road purposes by said Document No. 364174."

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 3, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: REQUEST BY MARVIN B. HERRIN FOR AN ENCROACHMENT AGREEMENT FOR A WALL AND
LANDSCAPING AT 1515 E. OAKLEY BOULEVARDPURPOSE/BACKGROUND

A request has been received from Marvin B. Herrin for an Encroachment Agreement to allow a wall and landscaping in the public right-of-way at 1515 E. Oakley Boulevard.

The existing public right-of-way between the back of curb and the property line is 25 feet. There is an existing 5' sidewalk adjacent to the back of curb. The applicant requests permission to locate a wall at the back of the 5' wide sidewalk and landscape the remaining right-of-way.

The proposed wall will be block up to one foot high, with open iron rails up to four feet high.

The applicant has signed the Encroachment Agreement which has conditions of liability and removal.

An underground sprinkler system will be installed in the landscaped areas.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commission approve the Encroachment Agreement and authorize the Mayor, on behalf of the City Commission, to execute the Agreement.

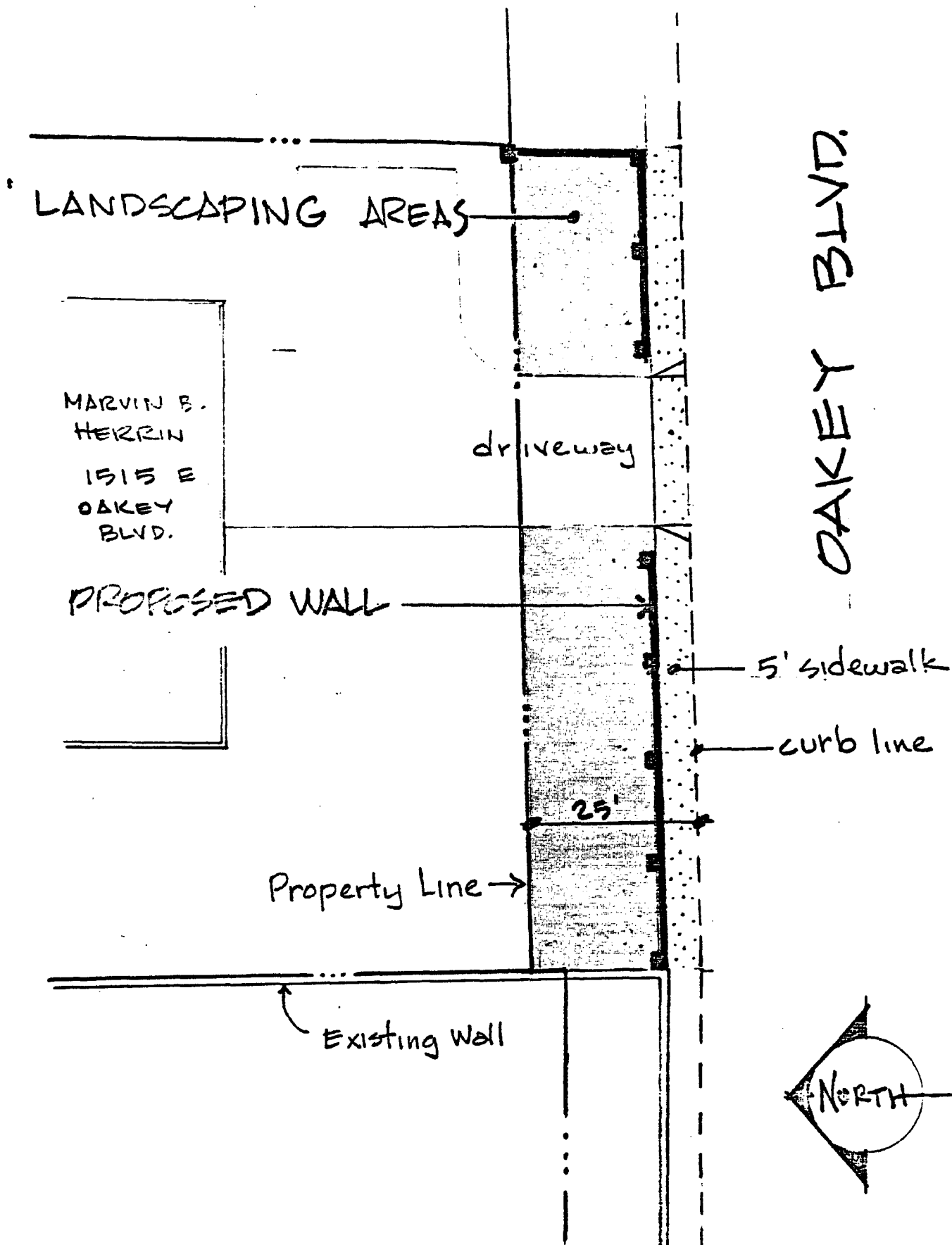
DISPOSITIONApproved ☐
Disapproved ☐
Held ☐
DONALD E. DONOVAN, P.E.
Director of Public Services

Status Due: _____

79-2-10

Agenda Item 5/19/82

IV (h). G.3.



RIGHT-OF-WAY ENCROACHMENT AGREEMENT
(Subject to City Commission Approval)

THIS AGREEMENT made at Las Vegas, Nevada, this _____ day of _____, 1982, by and between the CITY OF LAS VEGAS, NEVADA (hereinafter referred to as "LAS VEGAS") and MARVIN B. HERRIN (hereinafter referred to as "OWNER(S)").

W I T N E S S E T H :

WHEREAS, LAS VEGAS is a municipal corporation within the State of Nevada and the owner of that real property designated in Exhibit "A", attached hereto and incorporated herein as a part of this Agreement; and

WHEREAS, OWNER(S) is the owner of certain real property also designated on Exhibit "A" which adjoins the property of LAS VEGAS; and

WHEREAS, OWNER(S) presently plans to develop and improve said property in a manner which encroaches into or onto the property of LAS VEGAS; and

WHEREAS, the parties hereto intend by this Agreement to authorize and permit said encroachment by OWNER(S) into or onto the property of LAS VEGAS.

NOW, THEREFORE, in reference to OWNER'S(S') property located at 1515 E CAKEY BLVD and legally described as

SEE ATTACHED LEGAL DESCRIPTION.

OWNER(S) agrees to pay to LAS VEGAS the sum of Ten Dollars (\$10.00) in exchange for permission granted by LAS VEGAS to encroach into or onto the right-of-way located at CAKEY BLVD. Said encroachment into or onto and use of said right-of-way is shown on Exhibit "A". OWNER(S) further agrees to:

1. Remove at OWNER'S(S') sole expense, any and all improvements located in or upon the right-of-way described above within thirty (30) days after notice from LAS VEGAS is deposited with the United States Postal Service, addressed to the current property owner at the location stated above, that LAS VEGAS requires such removal; and
2. Indemnify, defend and hold harmless LAS VEGAS from any and all claims, losses, damages, suits, actions, decrees, judgments, attorney fees, court costs or any other resulting liability or claim of liability resulting from, arising out of, or related in any way to the improvements located in or upon the right-of-way.

OWNER(S) also hereby understands and agrees that these covenants will be binding upon any and all other subsequent owners, assignees, transferees or heirs who shall obtain the aforementioned real property from the present owner.

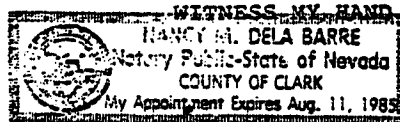
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day first hereinabove written.

Marvin B. Herrin
OWNER

OWNER

State of Nevada)
County of Clark) ss.

On April 20, 1982 before me the undersigned, a Notary Public in and for said County and State, personally appeared MARVIN B. HERRIN known to me to be the person described in and who executed the foregoing and who acknowledged to me that he did so freely and voluntarily and for the uses and purposes therein mentioned.



Nancy M. DeLaBarre
NOTARY PUBLIC in and for said
County and State

My Commission Expires: _____

Approved by City Commission on: _____

When Recorded Mail to:
CITY HALL, 400 E. Stewart Ave.
Las Vegas, Nevada 89101
Attn: Permit Desk, 3rd Floor

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

0077

City of Las Vegas

May 19, 1982

Page 26

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV (h). DEPARTMENT OF PUBLIC SERVICES (Continued)

G. REPORTS/ACTION (Continued)

4. Request by Herbert M. Jones for an Encroachment Agreement for a block wall and landscaping at 521 Maryland Parkway.

APPROVED
See Page 25

See Page 25

5. City Hall Elevator Modifications - Award of Bid.

Item G-5
Woofter - APPROVED
as recommended based
on staff's advisement.
Unanimous
(Christensen excused)

Staff to proceed

6. Approval of Agreement for construction phase of City Hall Elevator Project.

Item G-6
Woofter - APPROVED
as recommended.
Unanimous
(Christensen excused)

Staff to proceed

7. Approval of funds for a storm drain - Westcliff Dr. and Rainbow Blvd.

Item G-7
ABEYANCE
See Page 42

6/2/82 Agenda

8. Approval of Revised Cooperative Agreements - Bond Issue Projects.

Item G-8

A. Pecos Rd.

Levy -
APPROVED

Staff to proceed

B. Cedar Avenue Channel Improvements

Items A thru C
Unanimous
(Christensen and
Woofter excused)

C. Highland Avenue.

9. Approval of Engineering Services for Bond Issue Projects.

Item G-9

A. Washington Ave. Channel Improvements

Lurie -
APPROVED
Items A thru C
Unanimous
(Christensen and
Woofter excused)

Staff to proceed

B. Cedar Ave. Channel Improvements

C. Pecos Road Improvements

APPROVED AGENDA ITEM



City of Las Vegas

0078

AGENDA DOCUMENTATION

Date: May 4, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: REQUEST BY HERBERT M. JONES FOR AN ENCROACHMENT AGREEMENT FOR A BLOCK
WALL AND LANDSCAPING AT 521 MARYLAND PARKWAYPURPOSE/BACKGROUND

A request has been received from Herbert M. Jones for an Encroachment Agreement to allow a block wall and landscaping in the public right of way at 521 Maryland Parkway around an existing apartment complex that is bounded by Maryland Parkway, 13th St., Clark St., and Bonneville Ave.

The proposed block wall will be built at the back of the sidewalk and will be block 2' high and iron bars 2' high for a total height of 4'.

There is a 5 foot wide sidewalk at the back of curb on all of the streets. The right of way between the block wall and the property line will be used for landscaping.

The applicant has signed the Encroachment Agreement which has conditions of liability and removal.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commission approve the Encroachment Agreement and authorize the Mayor, on behalf of the City Commission, to execute the Agreement.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐


DONALD E. DONOVAN, P.E.
Director of Public Services

Status Due: _____

Agenda Item 5/19/82

IV (h). G.4.

CITY COMMISSION MINUTES - MAY 19, 1982

(Subject to City Commission Approval)

0079

THIS AGREEMENT made at Las Vegas, Nevada, this 5th day of April, 1982
by and between the CITY OF LAS VEGAS, Clark County, hereinafter designated as "CITY" and
HERBERT M. JONES hereinafter designated as "OWNER" (one of owners)

In reference to (our) (my) property located at Town House Gardens
521 Maryland Parkway (Maryland Parkway & Clark,
and legally described as 13th & Bonneville),
(we) (I) agree to pay to the City the sum of Ten Dollars (\$10.00) in exchange for the
City's grant to (us) (me) of the use of City-owned-right-of-way on the aforesaid streets,
for constructing and maintaining a concrete block and wrought iron fence.

street name(s)	intended use(s)
(We) (I) further agree that (we) (I) will:	
1. Remove at (our) (my) sole expense, any and all improvements located in the City owned-right-of-way within thirty (30) days after notice from the City that the City requires such removal; and	
2. Hold the City of Las Vegas harmless from any and all liability arising from claims related in any way to the improvements located in the City-owned-right-of-way; and	
3. Maintain said improvements located in the City-owned-right-of-way in a condition acceptable to the City Engineer, and repair or replace said improvements within 48 hours after notification by the City.	

(We) (I) also hereby understand and agree that the City may revoke this grant at it's option if the owner fails to maintain, repair, or replace said improvements as agreed herein.

(We) (I) also hereby understand and agree that these covenants will be binding upon any and all other owners who shall obtain the aforesaid real property from the present owner.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day first hereinabove written.

By: William H. Briare, Mayor

Attest Carol Ann Hawley, City Clerk

State of Nevada

County of CLARK

On April 5, 1982,
before me the undersigned, a Notary Public in and for said County and State, personally appeared.

HERBERT M. JONES

Owner's Signature
HERBERT M. JONES (one of Owners)

SS. Owner's Signature

When Recorded mail to:
CITY HALL, 400 E. Stewart
Las Vegas, Nevada 89101
ATTN: Permit Desk, 3rd Floor

SPACE BELOW FOR RECORDERS USE
ONLY

known to me to be the person described in and who executed the foregoing he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC in and for County & State
My Commission Expires.

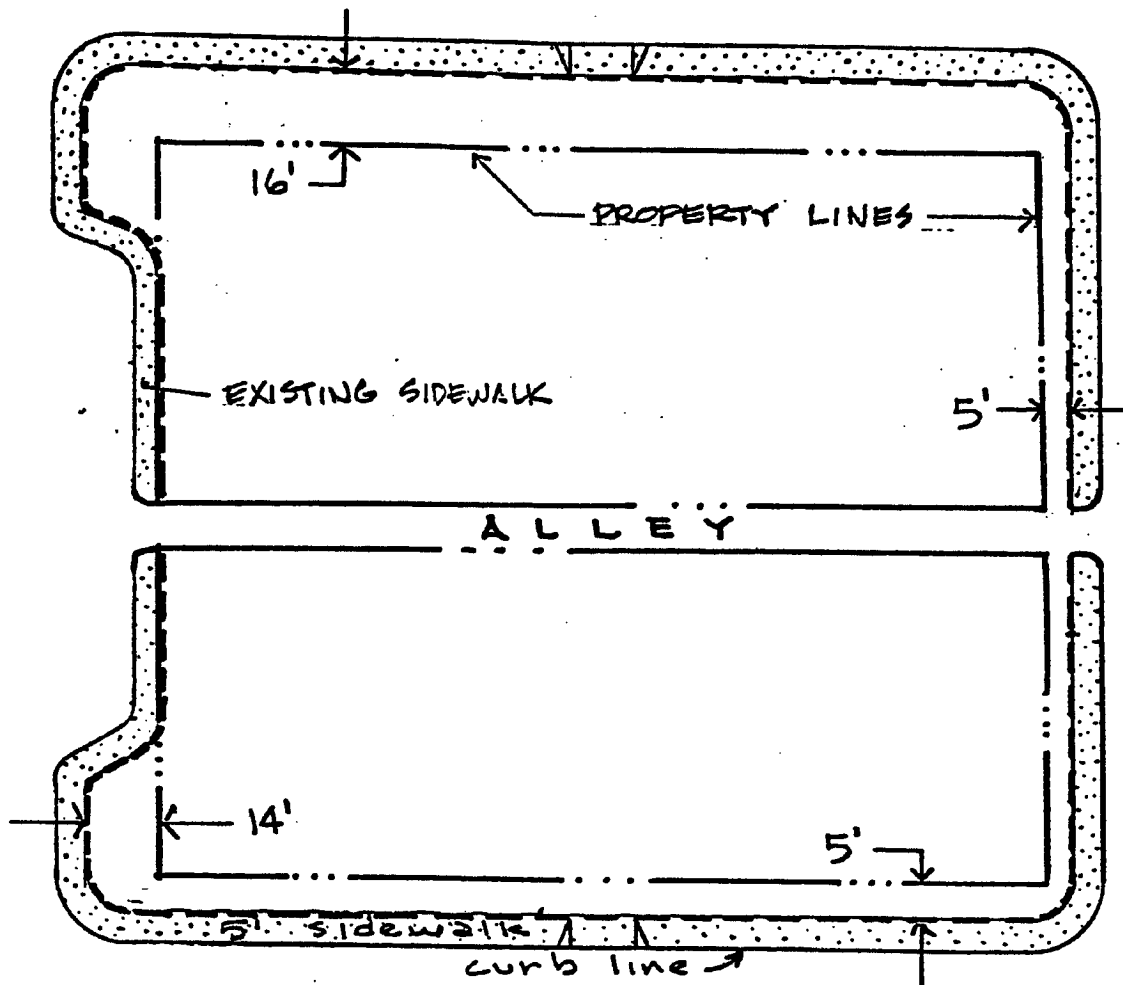
NOTARY SEAL

Approved by City Commission
on

THIRTEENTH ST.

CLARK ST.

BONNEVILLE ST.



MARYLAND PARKWAY

LEGEND

- PROPOSED WALL
- [stippled box] SIDEWALK
- ...- PROPERTY LINE



EXHIBIT A

The following actual hourly rates apply to individuals which may be assigned to this project:

J. A. Clark	\$19.83
G. J. Moore	11.48
Y. R. Barron	10.50
D. I. McGavran	8.49

The rates and individuals are subject to adjustment on the salary review dates as determined by the consultant, at which time a revised exhibit will be submitted.

of the multiplier will vary with the types of work, the organization and experience of the consulting engineering firm, and the geographic area in which its office is located. For conditions in the United States, the median multiplier was 2.5 times salary cost in 1980.

For some services, however, the 1980 median multiplier was 2.4 times salary cost, as in the case of a locally employed staff of the Consulting Engineer, when engaged primarily in field work such as inspection or resident engineering service during construction.

A higher multiplier is usually necessary for projects of short duration or small size and also for consulting services to provide recommendations based on extensive experience and special knowledge, or for expert testimony in legal proceedings. The multiplier will also vary upward with the experience and special capabilities of the consulting engineering firm.

3. *Direct Nonsalary Expenses* usually incurred in such engagements may include the following:

- a. Living and traveling expenses of principals and employees when away from the home office on business connected with the project.
- b. Identifiable communications expense, such as long-distance telephone, telegraph, cable, express charges, and postage, other than for general correspondence.
- c. Services directly applicable to the work, such as special legal and accounting expenses, special computer rental and programming costs, special consultants, borings, laboratory charges, commercial printing and binding, and similar costs that are not applicable to general overhead.
- d. Identifiable drafting supplies and stenographic supplies and expenses charged to the Client's work, as distinguished from such supplies and expenses applicable to two or more projects.
- e. Identifiable reproduction costs applicable to the work, e.g., blueprinting, photostating, mimeographing, and printing.

The above expenses, which can seldom be determined in advance with any degree of accuracy, are reimbursed by the Client at actual invoice cost; a service charge of 10% to 15% is usually added.

4. *The Consulting Engineer's overhead*, which comprises a major portion of the compensation generated by the multiplier on

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Exhibit "B"

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 13, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: CITY HALL ELEVATOR MODIFICATIONS - AWARD OF BID

PURPOSE/BACKGROUND

The Board of City Commissioners previously approved \$440,000 for the modification of the City Hall Elevators. The design and bid package was prepared by Daniel Mann Johnson and Mendenhall (DMJM).

A brief description of the bid items is as follows:

1. Bid Group I - Includes structural modifications, elevator system conformance to code requirements, shaft ventilation changes, interim maintenance, construction maintenance, 12-month guarantee period maintenance, 2-year additional maintenance contract.
2. Additive Item 1 - Replace and modify existing equipment to bring the elevator system up to the original standard of service, reliability and efficiency.
3. Additive Item 2 - Replacement of the existing control system with a solid state microprocessor control system to increase standard of service, reliability and efficiency.
4. Additive Item 3 - Installation of silicone control rectifiers.

Sealed bids were opened for the project in the General Services Conference Room on Tuesday, April 13, 1982. Two bids were received.

A summary of the bids is as follows:

<u>BID ITEM</u>	<u>Bidders</u>	
	<u>Reliable Elevator</u>	<u>U.S. Elevator</u>
Bid Group I	\$282,300	\$305,810
Additive Item 1	38,000	91,132
Additive Item 2	No Bid	130,176
Additive Item 3	No Bid	38,520

The existing elevator control system is an older relay-logic type. Most designers are now installing microprocessor control systems in facilities similar to ours (four or more elevators, 10 stories high).

Our special elevator consultant, Mr. Jim Fortune of Lerch, Bates & Associates, Inc., subcontractor to DMJM, has recommended a microprocessor control system be installed to replace the existing relay system. Mr. Fortune will be present at the Commission meeting to answer any questions the Commissioners may have.

City staff has contacted representatives of Caesars Palace, Flamingo Hilton, and the MGM Hotels, who have varying control systems, including the U.S. Elevator microprocessor system. Our conclusion is that service and efficiency will increase with use of a microprocessor control system with proper and adequate maintenance. It is also concluded from our inquiries that the U.S. Elevator microprocessor is a proven system and is being used in many new installations, such as Flamingo Hilton and MGM.

If a U.S. microprocessor system is installed in the City Hall Tower, the system should be maintained by U.S. Elevator, the manufacturer. One of the problems the City of Las Vegas has had in the past is that by law it was necessary to go to bid for maintenance services and the low bid had to be

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-3-10

Agenda Item 5/19/82

IV (h). G. 5

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 13, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: CITY HALL ELEVATOR MODIFICATIONS - AWARD OF BID

PURPOSE/BACKGROUND

the one chosen, regardless of the firm's familiarity with newer equipment. Utilizing sole source procedure, future maintenance contracts could be negotiated with U.S. Elevator.

The specifications for proper and adequate maintenance are provided in the contract documents. U.S. Elevator has provided a bid bond, and will provide a performance bond covering the maintenance portion of the contract, which indicates, without hesitation, that they can and will provide satisfactory maintenance service if awarded the contract.

Our recommendation for award to the lowest responsible and responsive bidder, U.S. Elevator of Las Vegas, will provide the latest and current elevator technology available and will provide the level of service most in keeping with the Commissioner's directive to provide the most up-to-date elevator system in the City Hall Tower.

A summary of project costs with regard to the approved \$440,000 and the staff recommendation is as follows:

Construction Cost	\$364,866
Design	19,000
Construction Supervision	<u>25,000</u>
TOTAL COST	\$408,866
Previously Approved	<u>440,000</u>
SURPLUS	\$ 31,134

FISCAL IMPACT

\$364,866 from Ad Valorem Tax Capital Improvement Revenue
71,120 from Elevator Maintenance Funds from Maintenance Division Budget
 \$435,986 TOTAL

RECOMMENDATIONS

The Director of Public Services recommends that award of contract be made to U.S. Elevator, 2614 So. Westwood Drive, Las Vegas, Nevada 89109, for Bid Group I and Additive Item 2 in the amount of \$435,986 with approval to allow contingencies not to exceed, in the aggregate, ten percent (10%) of the contract amount.

DISPOSITION

Approved ☐
 Disapproved ☐
 Held ☐

Status Due: _____


 DONALD E. DONOVAN, P.E.
 Director of Public Services

Agenda Item 5/19/82

IV (h). G. 5

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into as of the 19th day of May, 1982, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as the "CITY OF LAS VEGAS") and DANIEL, MANN, JOHNSON AND MENDENHALL, a professional partnership in the State of Nevada (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H :

WHEREAS, the CITY OF LAS VEGAS desires to provide for adequate fire protection of its public buildings for the benefit of the public in general and the governmental employees working in these buildings; and

WHEREAS, newly enacted laws and ordinances have been established which require the CITY OF LAS VEGAS to place within the City Hall Complex a fire alarm system and a fire sprinkling system for the protection of the public and governmental employees; and

WHEREAS, the CITY OF LAS VEGAS in order to provide for the installation of these newly mandated systems entered into an agreement with DANIEL, MANN, JOHNSON AND MENDENHALL dated July 10, 1981 which provided for the engineering design of a new fire alarm system and sprinkler system and for the periodic inspection of the installation of these systems for the City Hall Complex; and

WHEREAS, pursuant to an amendment to the July 10, 1981 Agreement, DANIEL, MANN, JOHNSON AND MENDENHALL agreed to inspect and review the current elevator systems in the City Hall Tower and to provide engineering designs, drawings, plans and specifications for the purpose of updating those systems in order to provide for more efficient operation and increased protection; and

WHEREAS, the CITY OF LAS VEGAS has incorporated the modifications recommended by DANIEL, MANN, JOHNSON AND MENDENHALL into a bid proposal package entitled "City Hall Elevator Modification" (Bid No. 82.3550.1) which has been submitted for public bidding (hereinafter referred to as the Elevator Modification Project; and

WHEREAS, the CITY OF LAS VEGAS desires to retain the firm of DANIEL, MANN, JOHNSON AND MENDENHALL to provide periodic inspection services of the work in progress for the purpose of determining that its recommended modifications to the elevator systems in the City Hall Tower have been properly implemented, and that construction thereof has proceeded substantially according to the plans and specifications drafted by the CONSULTANT.

NOW, THEREFORE, in consideration of the terms, conditions and covenants herein set forth, the parties agree to the following:

SECTION I: BASIC SERVICES
OF CONSULTANT

- A. During the construction phase of the Elevator Modification Project, CONSULTANT agrees to provide inspection services of the construction work in progress. Said inspection services shall consist of the following:

11/1/85

1. Make those periodic visits to the work site as deemed necessary or desirable by the CONSULTANT, to inspect the work in progress for purposes of being able to certify to the CITY OF LAS VEGAS that the construction work is proceeding substantially according to the plans and specifications.
2. Conduct operations tests as deemed necessary or desirable on the part of the CONSULTANT, or as requested by the CITY OF LAS VEGAS, to determine if the elevators and related systems perform according to the performance specifications of the contract.
3. Determine through the CONSULTANT'S best effort and judgment that all equipment installed by the contractor has been in a manner which will entitle the CITY OF LAS VEGAS to benefit from, and be covered by, all guaranties or warranties which may accompany said equipment.
4. Conduct a final inspection of the project to determine if any remaining items of the Elevator Modification Project need to be performed in order to complete the project and make, or assist therein, in the preparation of a punch list.
5. Upon completion of the project, certify to the CITY OF LAS VEGAS by executing a "Certificate of Completion" that all construction by the contractor in connection with the Elevator Modification Project has been in substantial compliance with the plans and specifications.

It is understood and agreed by the parties that the CITY OF LAS VEGAS, lacking the expertise to provide adequate inspection services, has retained the services of the CONSULTANT to provide such expertise, and that any failure or defect in the elevator system resulting from the negligent inspection, or failure to inspect as required under the provisions of this Agreement, the construction or installation of the modifications to the elevator system is hereby determined to be the responsibility of the CONSULTANT.

- B. In addition to the inspection services required under subsection A of this Section, CONSULTANT agrees to provide the following assistance to the CITY OF LAS VEGAS:
1. Compare all the bids received on the Elevator Modification Project with the cost estimates furnished by the CONSULTANT.
 2. Recommend to the CITY OF LAS VEGAS the award of the contract.
 3. Review, and approve if acceptable, the periodic pay estimates prepared by the CITY OF LAS VEGAS.
 4. Attend the preconstruction conference on the Elevator Modification Project for purposes of answering questions, or clarifying any ambiguities, concerning the plans, specifications or other pertinent documents.
 5. Review job and working drawings as submitted by the contractor for purposes of determining their substantial compliance with the plans and specifications.
 6. Provide interpretation of the plans and specifications.

7. Attend all meetings involving proposed changes in the plans and specifications of the Elevator Modification Project.
8. Attend all meetings involving proposed changes in the amount of compensation to be paid by the CITY OF LAS VEGAS to the contractor.
9. Review all change orders submitted by the contractor for the purpose of recommending to the CITY OF LAS VEGAS approval, rejection or modification thereof.
10. Provide one set of reproducible mylar "as-built" drawings within thirty (30) calendar days after the date that the CITY OF LAS VEGAS has accepted the work of the contractor.

SECTION II: RESPONSIBILITIES OF THE CITY OF LAS VEGAS

The CITY OF LAS VEGAS as part of its responsibilities under this Agreement agrees to do and perform the following:

1. Compensate the CONSULTANT in the manner set forth under Section III of this Agreement.
2. Provide access to the project site.

SECTION III: COMPENSATION AND MANNER OF PAYMENT

- A. Compensation: The CITY OF LAS VEGAS agrees to pay as compensation for performance of the services required under Section I an amount equal to (i) 2.3 times the direct personnel expenses and (ii) the reimbursable costs incurred by the CONSULTANT.

It is agreed by and between the parties that despite the CONSULTANT'S continuing obligation to perform the services under Section IA of this Agreement, the total compensation for direct personnel expenses and reimbursable costs of the CONSULTANT shall not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) without prior written authorization from the CITY OF LAS VEGAS.

1. Direct Personnel Expenses

Direct Personnel Expense is the actual salary (wage rate) paid to an employee plus thirty percent (30%) of that actual salary to cover mandatory and customary benefits. The actual salary paid to employees of the CONSULTANT which is to be in effect during the course of this Agreement is indicated on an hourly basis on Exhibit "A", attached hereto and by this reference incorporated herein as a part of this Agreement.

Mandatory and customary benefits refers to such costs as Social Security, Unemployment Compensation Insurance, Workmen's Compensation Insurance and other statutory benefits, insurance, sick leave, holidays, vacations, pension plans and other similar or customary benefits.

2. Reimbursable Costs

Reimbursable costs are in addition to the compensation to be paid to the CONSULTANT for Direct Personnel Expense. Reimbursable costs are the direct non-salary

expenses defined in Section V of ASCE Manual No. 45, 1981 Edition (page 32), a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein as a part of this Agreement. Said costs shall be reimbursed to the CONSULTANT according to the following formulas:

- (a) Living expenses shall be reimbursed at actual cost not to exceed a maximum of Fifty-Five and 00/100 Dollars (\$55.00) per day.
- (b) Travel expenses shall be reimbursed at actual cost.
- (c) All other direct non-salary expenses shall be reimbursed at actual cost plus ten percent (10%) of the actual cost to cover overhead and administrative expenses.

- B. Manner of Payment: CONSULTANT, as a prerequisite to the obligation on the part of the CITY OF LAS VEGAS for payment of any compensation or expenses as herein provided, shall submit on a monthly basis to the CITY OF LAS VEGAS invoices detailing the name of employee, the number of hours billed and the direct personnel expense rate utilized for said employee. For reimbursable costs, the invoice shall state the date of the expenditure, along with the appropriate receipts where possible, for which the CONSULTANT seeks compensation from the CITY OF LAS VEGAS. Payment of such invoices shall be on or within thirty (30) days of the date of receipt of the CONSULTANT's invoice for services of the previous month.

CONSULTANT agrees to segregate on the monthly invoice the direct personnel expenses and the reimbursable costs so as to enable the CITY OF LAS VEGAS to determine when the maximum limit of compensation imposed under Section IIIA has been reached by the CONSULTANT.

SECTION IV: TIME OF PERFORMANCE

Performance of the services provided herein shall commence with the execution date of this Agreement and shall terminate with the final acceptance and approval by the CITY OF LAS VEGAS of the completed construction work for the Elevator Modification Project.

SECTION V: TERMINATION

The CITY OF LAS VEGAS reserves the right to terminate this Agreement without cause or default on the part of the CONSULTANT immediately upon written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred upon receipt by the CONSULTANT or three days from the date that the CITY OF LAS VEGAS deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section XXVI of this Agreement, whichever is the lesser.

In the event of termination, without cause or default, the CITY OF LAS VEGAS agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination.

SECTION VI: COORDINATION

In reviewing any and all plans, specifications, maps or other documents related to the performance of this Agreement, CONSULTANT agrees to complete said review so as to not delay the performance of this Agreement, or any other agreement between the CITY OF LAS VEGAS and third parties. CONSULTANT agrees to notify the CITY OF LAS VEGAS of any and all documents in the possession of the CITY OF LAS VEGAS needed by the CONSULTANT in performing this Agreement.

SECTION VII: DEFAULT

- A. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):
1. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
 2. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (3) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
 3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
 4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for ten (10) working days after written notice to the CONSULTANT, CITY OF LAS VEGAS may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend all payments otherwise due to CONSULTANT hereunder, finish the work by such means as CITY OF LAS VEGAS may see fit, deducting from any balance due CONSULTANT the cost of finishing the work and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to CITY OF LAS VEGAS within thirty (30) days of invoicing by CITY OF LAS VEGAS, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by CITY OF LAS VEGAS' designated representative, whose certification thereof shall be made in accordance with generally accepted accounting principles and CONSULTANT shall pay all costs of such audit.

- B. In the event CITY OF LAS VEGAS is required to perform or does perform or hires others to perform any work or services because of the default of the CONSULTANT, the cost thereof, plus an additional ten percent (10%) to cover CITY OF LAS VEGAS' overhead expenses, shall be promptly paid by CONSULTANT to CITY OF LAS VEGAS.
- C. It is expressly agreed that CITY OF LAS VEGAS reserves the right to offset any and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that CITY OF LAS VEGAS might have against CONSULTANT for failure to comply with any of the terms and conditions of this Agreement.

SECTION VIII: OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, reports or other like documents given, prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this Agreement, except the original plans and specifications, are deemed to be the property of the CITY OF LAS VEGAS. It is agreed by the parties that the original plans and specifications are to remain in the possession of the CONSULTANT but that a reproducible copy of said plans and specifications shall be provided to the CITY OF LAS VEGAS for its own use. In the event of completion or termination of this Agreement, the CITY OF LAS VEGAS reserves the right to require delivery of any and all plans, drawings, specifications, reports or other like documents not in its possession. However, the CONSULTANT may retain one copy of the plans, drawings, specifications, reports or other like documents in its possession.

SECTION IX: INSURANCE

- A. CONSULTANT shall provide and maintain, and it will require its subcontractors to provide and maintain, in force and effect during the existence of this Agreement to protect himself and the CITY OF LAS VEGAS the following insurance coverage:
 - 1. Nevada Industrial Insurance or equivalent coverage acceptable to the CITY OF LAS VEGAS.
 - 2. General Comprehensive Liability Insurance in the amount of Five Million Dollars (\$5,000,000) combined single limit subject to annual aggregate of Five Million Dollars (\$5,000,000).
 - 3. Architect & Engineer's Professional Liability Insurance in the amount of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00), any one claim and in the aggregate with a deductible of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00) to be paid by the CONSULTANT.
- B. Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverage required hereunder and will furnish Certificates of Insurance to the CITY OF LAS VEGAS demonstrating the procurement of such insurance.
- C. The insurance coverage required herein must be written by a company acceptable to the CITY OF LAS VEGAS and which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the CITY OF LAS VEGAS must contain a clause to the effect that cancellations, reductions or restrictions shall not become effective until thirty (30) days after written notice to the CITY OF LAS VEGAS. In the event that any of the insurance coverage required hereunder is cancelled, reduced or restricted, the CITY OF LAS VEGAS reserves the right to terminate this Agreement.

SECTION X: INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY OF LAS VEGAS, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY OF LAS VEGAS, its officers or employees may suffer, or which may be sought against, recovered from or obtainable against the CITY OF LAS VEGAS, its officers or employees as a result of, and to the extent caused by the negligent acts or omissions of the CONSULTANT, its subcontractors or agents or anyone directly or indirectly employed by the subcontractor or agent, in fulfillment or performance of the terms, conditions or covenants of this Agreement.

It is expressly agreed that the CONSULTANT shall, at its own cost, defend any and all suits or actions that may be brought against the CITY OF LAS VEGAS, its officers or employees by reason of any act or omission against which the CONSULTANT has agreed to indemnify the CITY OF LAS VEGAS. If the CONSULTANT shall fail to do so, the CITY OF LAS VEGAS shall have the right to defend same and to charge all direct and incidental costs of such defense to the CONSULTANT, including court costs and counsel fees.

SECTION XI: ASSIGNMENT

The CITY OF LAS VEGAS and the CONSULTANT each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except neither the CITY OF LAS VEGAS nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII: WAIVER

No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by, or tentative approval or tentative acceptance by CITY OF LAS VEGAS or the failure of CITY OF LAS VEGAS to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release CONSULTANT of any of its obligations hereunder.

SECTION XIII: DESIGNATION OF REPRESENTATIVE

The Director of Public Services or his authorized representative is hereby designated as the CITY OF LAS VEGAS' representative with respect to the work to be performed under this Agreement. Said representative shall have complete authority to transmit instructions, receive information, interpret and define CITY OF LAS VEGAS' policies and decisions with respect to the services of the CONSULTANT.

SECTION XIV: CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

- A. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the work contemplated by this Agreement, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.
- B. That the CONSULTANT 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.

SECTION XV: CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work whom the CITY OF LAS VEGAS deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY OF LAS VEGAS to be contrary to the public interest, the CITY OF LAS VEGAS reserves the right to require such removal as a condition for the continuation of this Agreement.

SECTION XVI: INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the CITY OF LAS VEGAS.

SECTION XVII: APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

SECTION XVIII: COMPLIANCE WITH LAWS

The CONSULTANT shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

SECTION XIX: SEVERABILITY

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

SECTION XX: PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY OF LAS VEGAS shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION XXI: PUBLICITY

All publicity concerning the services of the CONSULTANT with respect to the performance of this Agreement shall be approved by the CITY OF LAS VEGAS.

SECTION XXII: ARBITRATION

All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, may at the option of the aggrieved party be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining 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 containing a specific reference to this Agreement and signed by the CITY OF LAS VEGAS and the CONSULTANT, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

In the event that either party demands 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, with the appointed arbitrator having all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION XXIII: CONFIDENTIALITY

CONSULTANT shall treat all information relating to the project and all information supplied to the CONSULTANT by the CITY OF LAS VEGAS as confidential and proprietary information of the CITY OF LAS VEGAS and shall not permit its release to other parties or make any public announcement or publicity releases without the CITY OF LAS VEGAS' written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

SECTION XXIV: SITE INSPECTION

CONSULTANT represents that it has inspected the location or locations of the project and all data relating thereto, and has satisfied itself as to the condition thereof and that the CONSULTANT compensation as provided for in Section III is just and reasonable compensation for performance hereunder, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith.

SECTION XXV: SUBCONTRACTS

CONSULTANT agrees to include in all professional subcontracts in connection with performance of the terms and obligations imposed under this Agreement the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY OF LAS VEGAS, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY OF LAS VEGAS, and that if the CITY OF LAS VEGAS has paid the CONSULTANT for said subcontracted work, then the subcontractors only recourse is against the CONSULTANT and not against the CITY OF LAS VEGAS, either through the institution of legal or equitable action or the attachment of any lien;
- B. A provision that the subcontractors have no more rights against the CITY OF LAS VEGAS than that of the CONSULTANT; and
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement with the exception of the insurance provisions of Section IX.A.2. and IX.A.3.; provided, however, that any deviation, modification or change in the terms, conditions or obligations of this Agreement which is requested by the subcontractor must be approved by the CITY OF LAS VEGAS in writing.

SECTION XXVI: NOTICES

Any notice required under this Agreement shall be sent to the following addresses:

CITY OF LAS VEGAS: CITY OF LAS VEGAS
Director of Public Services
400 E. Stewart Avenue
Las Vegas, Nevada 89101

CONSULTANT: DANIEL, MANN, JOHNSON &
MENDENHALL OF NEVADA
3555 South Highland Drive
Las Vegas, Nevada 89109

SECTION XXVII: MODIFICATION

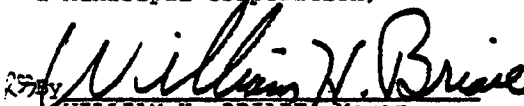
All modifications or amendments to this Agreement are null and void unless reduced to writing and signed by the parties hereto.

SECTION XXVIII: ENTIRE AGREEMENT

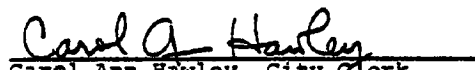
The Agreement documents constitute the entire Agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in such Agreement documents are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

CITY OF LAS VEGAS, NEVADA
a Municipal Corporation,


WILLIAM H. BRIARE, Mayor

ATTEST:


Carol Ann Hawley, City Clerk

DANIEL, MANN, JOHNSON &
MENDENHALL OF NEVADA


James A. Clark, AIA - Manager

ATTEST:

Secretary

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 6, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF AGREEMENT FOR CONSTRUCTION PHASE OF
CITY HALL ELEVATOR PROJECTPURPOSE/BACKGROUND

The Board of City Commissioners previously authorized the expenditure of \$19,000 for architectural/engineering services for the design phase of the City Hall Elevator Renovation Project.

The City's consultant, Daniel, Mann, Johnson and Mendenhall (DMJM), has completed the design phase of the bid package for the renovation of the City Hall elevators.

The Board of City Commissioners subsequently authorized the expenditure of \$421,000 for the construction phase of the City Hall Elevator Renovation Project.

Based on the technical nature of the project, and high degree of specialization in the elevator field, consultant services for the construction inspection phase of the project is recommended.

DMJM has submitted a proposal to perform the work, and staff has negotiated a fee of \$25,000 for this service (to be billed at an hourly rate).

The City Attorney's office has prepared a Consultant Agreement (attached) for the inspection and quality control work during the construction of the City Hall Elevator Modifications for a fee not to exceed \$25,000.

Previously authorized	\$440,000
Design (DMJM)	-19,000
Total for construction phase	\$421,000
Less construction supervision	-25,000
Balance available for construction	\$396,000

FISCAL IMPACT

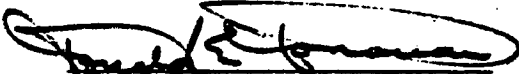
\$25,000. Funds are available from the Ad Valorem/Capital Improvement Fund.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commissioners approve the contract and authorize the Mayor, on behalf of the Commission, to execute the agreement.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐


DONALD E. DONOVAN, P.E.
Director of Public Services

Status Due: _____

79-2-10

Agenda Item 5/19/82

IV (h). G.6.

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 6, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF FUNDS FOR A STORM DRAIN - WESTCLIFF DRIVE AND RAINBOW BOULEVARD

PURPOSE/BACKGROUND

The City has received numerous complaints from the area residents, and from Albertson's supermarket regarding the nuisance water in the area of Westcliff Drive and Rainbow Boulevard.

Albertson's Market has proposed a plan to intercept the surface flow at the end of Creekside Lane as it enters the west edge of the shopping center and then carry it in an underground storm drain to the existing drain located north of Westcliff Drive west of Rainbow Boulevard.

The gutter flows along Westcliff Drive are a serious inconvenience to heavy traffic in and out of the shopping center and at the intersection of Westcliff Drive and Rainbow Boulevard. An intercepting storm drain therefore will be a benefit to the general traveling public.

Albertson's Market has had plans prepared and intends to open bids during the last week in May.

The cost estimate for the installation of the storm drain is \$31,000 to \$34,000. Staff has reviewed the cost estimate and found it reasonable.

Albertson's Market is willing to pay for 50 percent (50%) of the cost of the drain.

FISCAL IMPACT

\$17,000, one-half of the estimated cost of the project.
Funds are available in the Sanitation Fund.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commission approve City participation in the amount of one-half of the actual construction cost, not to exceed \$17,000.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐


DONALD E. DONOVAN, P.E.
Director of Public Services

Status Due: _____

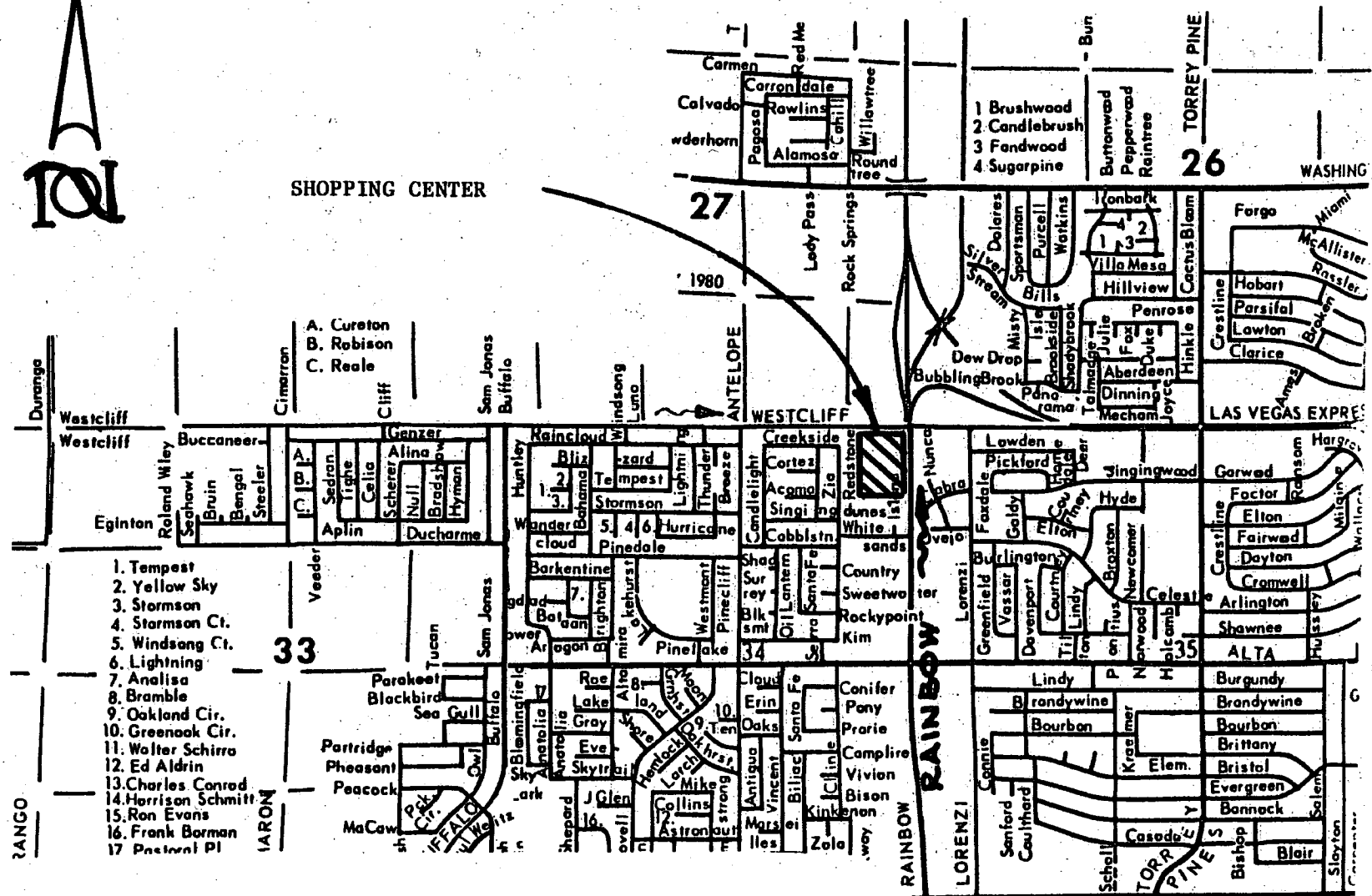
79-2-10

Agenda Item 5/19/82

IV (h). G.7.

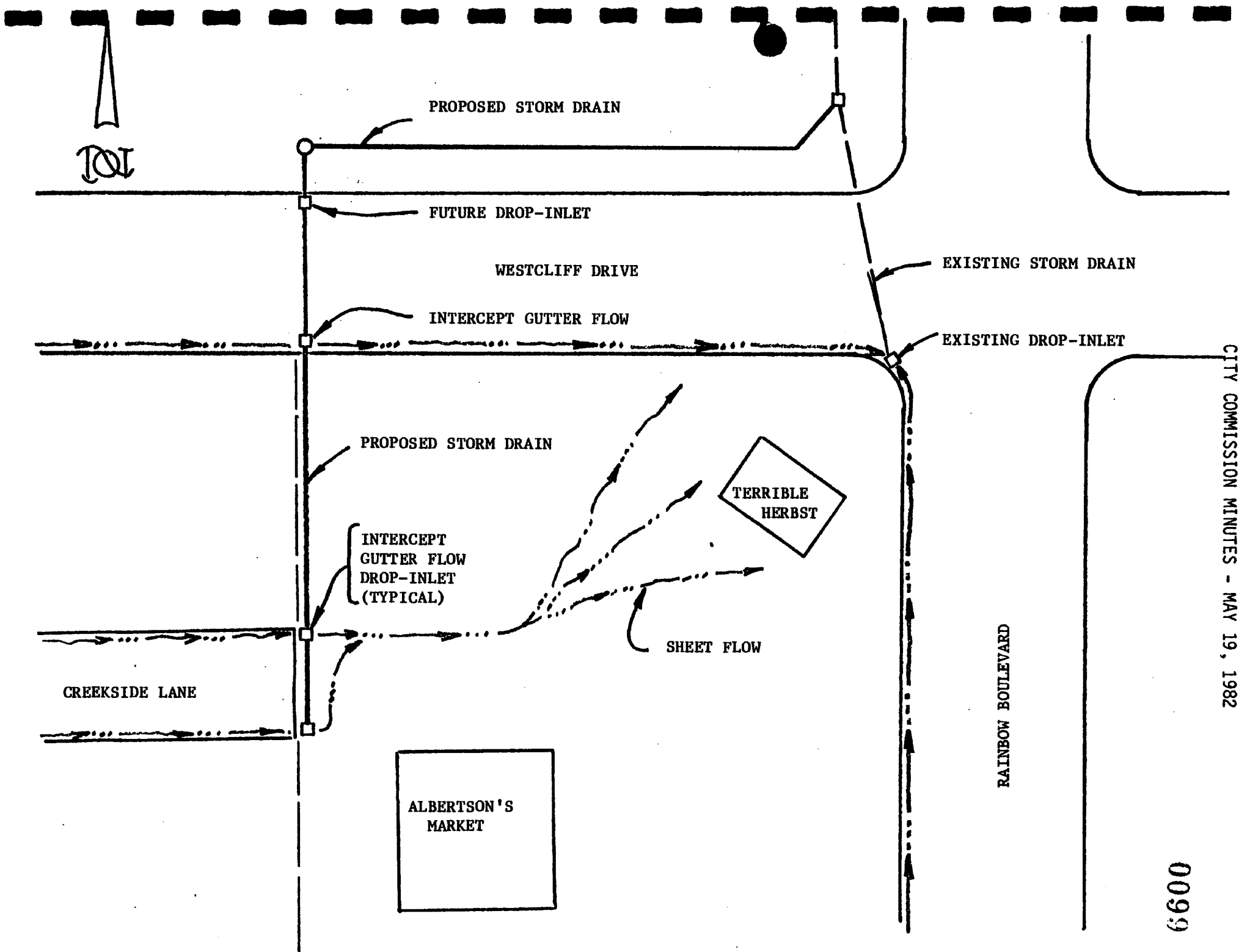


SHOPPING CENTER



ALBERTSON'S DRAINAGE

LOCATION MAP



CITY COMMISSION MINUTES - MAY 19, 1982

0099

City of Las Vegas

0100

AGENDA DOCUMENTATIONDate: May 11, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF REVISED COOPERATIVE AGREEMENTS - BOND ISSUE PROJECTS - A. PECOS ROAD;
B. CEDAR AVENUE CHANNEL IMPROVEMENTS; C. HIGHLAND AVENUE;**PURPOSE/BACKGROUND**

The Board of City Commissioners approved Cooperative Agreements for the above projects in September, 1981. Since these projects were designated as Phase II projects, Clark County has held the agreements pending the second sale of the bonds. This second sale has been approved and Clark County will now process Cooperative Agreements for the Phase II projects.

Attached are the revised Cooperative Agreements for:

- A. Pecos Road between Charleston Blvd. and Owens Ave. - \$3,821,000
- B. Cedar Ave. Channel Improvements between Pecos Road and the Las Vegas Wash - \$2,070,000
- C. Highland Ave. between Charleston Blvd. and Carey Ave. for right-of-way acquisition and design only - \$ 482,000

The City Attorney's office has reviewed these Agreements.

It is anticipated that the Board of County Commissioners will approve the Cedar Channel and the Pecos Road Cooperative Agreements at their June 1st meeting; and the Highland Avenue Agreement on June 15, 1982.

For the road projects the costs to adjust manholes, upgrade street lights, and certain clean-up activities are not reimbursable from the Bond Issue proceeds.

Estimated City of Las Vegas costs are:

Pecos Road -	\$121,000
Highland Ave.-	119,300
Total	\$240,300

FISCAL IMPACT

\$6,373,000 to be paid with proceeds of the Bond Issue.
\$240,300 funds are available from the ad valorem tax capital improvement fund.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commission approve the Cooperative Agreements, and authorize the expenditure of funds for the City of Las Vegas costs, and authorize the Mayor, on behalf of the City Commission, to execute the Agreements.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____


DONALD E. DONOVAN, P.E.
Director of Public Services

Agenda Item 5/19/82

IV (h). G. 8

COOPERATIVE AGREEMENT TO FUND

ROAD PROJECT NO. 8810292

THIS AGREEMENT, is made and entered into as of the 1st day of June, 1982 by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the CITY desires to construct the project, as hereinafter described;

WHEREAS, the COUNTY agrees to pay for said project from the proceeds of the sale of COUNTY bonds; and

WHEREAS, the parties desire to set forth the criteria for said funding.

NOW THEREFORE, in consideration of the premises and the terms contained herein, the parties agree as follows:

SECTION I - SCOPE OF PROJECT

This agreement applies to road improvements to be constructed on Pecos Road between the terminus points of Charleston Boulevard and Owens Avenue with the basic improvements to be paid for by the COUNTY consisting four travel lanes, drainage facilities, pavement markings, signs, traffic signals, safety devices and public utility modifications as hereinafter provided. Other right-of-way improvements including engineering costs pertaining thereto, consisting of curbs, gutters, sidewalks, streetlights and parking lanes will be paid for by the CITY from other sources and are not paid for by this agreement, except as hereinafter otherwise provided.

SECTION II - PROJECT COSTS

COUNTY agrees to pay for project costs within the limits specified below:

1. Preparation of right-of-way drawings, descriptions, title reports, right-of-way engineering, surveys, appraisals and negotiations at a cost not to exceed \$5,000.

2. Engineering design, drafting and preparation of contract documents at a cost not to exceed \$254,000 or 8% of the actual cost of construction, whichever is less.
3. Acquisition of right-of-way, within the CITY necessary for the project at the appraised value and not to exceed \$160,000 unless condemnation is necessary in which case reimbursement will be made in the amount of the award. Other related costs associated with right-of-way acquisition, such as escrow and recording fees will be reimbursed at actual cost to a maximum of \$1,000.
4. Relocation and/or adjustment of water and sewer facilities which are necessitated by project construction, however, no reimbursement will be made for any expansion or betterment of said facilities. Costs to relocate and/or adjust all other utilities will not be reimbursed unless the utility involved maintains a prior legal right. No reimbursement will be made for adjustment of utilities owned or operated by the CITY.
5. Cost of construction not to exceed \$3,178,000 including change orders and supplemental agreements.
6. Contract supervision, field staking, construction inspection and testing to insure compliance with contract documents at a cost not to exceed \$223,000 or 7% of the actual cost of construction, whichever is less.
7. Off-site improvements consisting of curbs, gutters, sidewalks, streetlights and parking lanes may be paid for hereunder only for the real property abutting such project which is owned by a governmental entity provided written approval for such funding is first received from the Clark County Board of Commissioners or their delegated representative(s).
8. Bond issue proceeds will not be used for any planning, survey, property appraisal, negotiation, acquisition, engineering, construction, or any other costs, which were incurred prior to the date of this agreement.
9. The obligation of developers, individuals and others to dedicate needed right-of-way for and to construct full off-site improvements along the streets, or parts thereof, to be improved as contemplated herein, as a

condition for the approval of their developments, shall remain in full force and effect and shall be enforced by the CITY. Likewise, private funds which have been deposited with the CITY by developers, individuals, or others, as an alternative to being required to construct any road improvements which are proposed to be installed hereunder, will be used to supplement the proceeds of the bond issue in the construction of the projects contemplated herein.

10. Administration and overhead costs will not be reimbursed by bond issue proceeds.
11. Bond issue proceeds will not be used to accomplish regional planning activities.

If it becomes necessary to increase any of the amounts specified above, a written request, with justification will be presented to COUNTY. If approved, a supplement to this agreement will be executed. In any event, however, the maximum amount to be paid for by the COUNTY shall not exceed the sum of \$3,821,000.

SECTION III - SPECIAL CONDITIONS

1. The CITY will provide the COUNTY with a project schedule indicating the anticipated dates for right-of-way acquisition; completion of final plans; specifications and estimates; award of contract; and completion of construction.
2. The CITY at its own discretion may use the services of consultants in the design and construction of this project and the COUNTY will not be a party to such agreement. However, the use of consultants will not entitle the CITY to additional funds beyond that specified in paragraphs 1, 2, and 6 in Section II as hereinabove set forth.
3. The CITY is responsible for the design and construction of the project and will insure all work is accomplished in accordance with professionally recognized standards.

SECTION IV - OTHER PROVISIONS

1. The current edition of the Policies and Procedures adopted by the Regional Transportation Commission will apply in developing this project unless specifically superseded by this agreement.

2. Purchases of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages indicates benefit from such a transaction would result. Title to residual property will be vested in the COUNTY and proceeds derived from the sale of these properties will be retained by the COUNTY.
3. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the Clark County Board of Commissioners or their delegated representative(s).
4. COUNTY will make a payment to the CITY each month for project costs as outlined in Section II. Invoices must identify and allocate all costs to the categories noted below:
 - A. Administration
 - B. Right-of-Way
 - 1) Engineering
 - 2) Appraisals
 - 3) Negotiations
 - 4) Land acquisition
 - 5) Legal fees, escrow, stamps, recording fees, etc.
 - C. Construction
 - 1) Inspection
 - 2) Supervision
 - 3) Contractor payments
 - D. Materials Testing
 - 1) Exploration and investigation
 - 2) Quality control
 - E. Surveying
 - 1) Location, topographic, alignment, cross sections, (all work prior to award of contract)
 - 2) Construction stakeout and control
 - F. Engineering
 - 1) Design and specifications

- 2) Drafting and plan preparation
- 3) Review and checking
- 4) Identifiable project reproduction and printing costs

G. Force Accounts

- 1) Labor
- 2) Equipment
- 3) Materials

H. Overhead

5. Accurate documentation of all work done and payments made will be maintained by the CITY for a period of three (3) years after final project approval and payment.
6. The COUNTY reserves the right to review and/or audit all records pertaining to this project both during and after project completion.
7. The CITY will be responsible for any loss, damage, liability, cost, or expense caused by the actions or inactions of its employees, consultants, contractors or agents arising under this agreement.
8. Following completion of construction of this project, the CITY shall provide maintenance and/or repairs that are necessary to protect the improvements and to provide a safe and functional facility. All costs for such work shall be borne by CITY.
9. In the event the items covered herein have not been completed to the satisfaction of the COUNTY within 3 years after the date that funds are made available for this project the COUNTY may at any time thereafter, terminate this agreement and the CITY agrees to repay all funds advanced therefor.
10. Any costs found to be improperly allocated to this project will be refunded by the CITY to the COUNTY.
11. During construction the CITY will place informational signs with dimensions of approximately four (4) feet by eight (8) feet at each end of the project. These signs will be furnished by the COUNTY and will identify this project as one being funded by the bond issue proceeds.

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12. It is understood and agreed that the function of the COUNTY in this agreement is to pay for the improvements as hereinabove set forth with a portion of the proceeds of the sale of COUNTY bonds which were approved at the June 2, 1981 election. This agreement is conditioned upon the sale of such bonds and sufficient proceeds being available to pay for the project and therefore COUNTY will not process any invoices or pay CITY any money pursuant to this agreement until such bond monies are received by the COUNTY. It is further understood and agreed that the CITY is solely responsible for the design and construction of its project and will hold COUNTY harmless for any liability therefore except the funding provided by this agreement.

COUNTY OF CLARK

Date of Commission Action:

June 1, 1982

By:

Manuel J. Cortez
MANUEL J. CORTEZ, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

CITY OF LAS VEGAS

Date of Council Action:

May 19, 1982

By:

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol G. Hanley
CAROL HANLEY, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

COOPERATIVE AGREEMENT TO FUND
FLOOD CONTROL PROJECT NO. BS10630
CEDAR AVENUE CHANNEL IMPROVEMENTS

THIS AGREEMENT, is made and entered into as of the 1st day of June, 1982
by and between the County of Clark, a political subdivision of the State of Nevada,
hereinafter referred to as "COUNTY," and the City of Las Vegas, a municipal corpora-
tion, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the CITY desires to construct the project, as hereinafter described; and
WHEREAS, the COUNTY agrees to pay for said project from the proceeds of the sale
of COUNTY bonds; and
WHEREAS, the parties desire to set forth the criteria for said funding;
NOW THEREFORE, in consideration of the premises and the terms contained herein,
the parties agree as follows:

SECTION I - SCOPE OF PROJECT

This agreement applies to flood control improvements to be constructed for the
Cedar Avenue Channel between the terminus points of Pecos Road and the Las Vegas Wash
and identified as Project Number BS10630 (Cedar Avenue Channel Improvements) with the
basic improvements to be paid for by the COUNTY consisting of increasing the depth
and adding a concrete lining to the existing channel.

SECTION II - PROJECT COSTS

COUNTY agrees to pay for project costs within the limits specified below:

1. Preparation of right-of-way drawings, descriptions, title reports,
right-of-way engineering, surveys, appraisals and negotiations at a cost
not to exceed \$3,000.
2. Engineering design, drafting and preparation of contract documents at a
cost not to exceed \$159,000, or 8% of the actual cost of construction,
whichever is less.

3. Acquisition of right-of-way necessary for the project at the appraised value and not to exceed \$80,000 unless condemnation is necessary, in which case reimbursement will be made in the amount of the award. Other related costs associated with right-of-way acquisition, such as escrow and recording fees will be reimbursed at actual cost to a maximum of \$1,000.
4. Relocation and/or adjustment of water and sewer facilities which are necessitated by project construction. Costs to relocate and/or adjust all other utilities will not be reimbursed unless the utility involved maintains a prior legal right. No reimbursement will be made for adjustment of utilities owned or operated by the CITY.
5. Cost of construction not to exceed \$1,682,000 including change orders and supplemental agreements.
6. Contract supervision, field staking, construction inspection and testing to insure compliance with contract documents at a cost not to exceed \$139,000, or 7% of the actual cost of construction, whichever is less.
7. Bond issue revenues will not be used for any planning, survey, property appraisal, negotiation, acquisition, engineering, construction, or any other costs, which were incurred prior to the date of this agreement.
8. The obligation of developers, individuals and others to dedicate needed rights-of-way for and to construct channel improvements, or parts thereof, to be improved as contemplated herein, as a condition for the approval of their developments shall remain in full force and effect and shall be enforced by the CITY. Likewise, private funds deposited with the CITY by developers, individuals, or others, as an alternative to being required to construct any flood control improvements which are proposed to be installed hereunder will be used to supplement the proceeds of the bond issue in the construction of the projects contemplated herein.
9. Administration and overhead costs will not be reimbursed by bond issue proceeds.
10. Bond issue proceeds will not be used to accomplish regional planning activities.

If it becomes necessary to increase any of the amounts specified above, a written request, with justification will be presented to COUNTY. If approved, a supplement to this agreement will be executed. In any event, however, the maximum amount to be funded by the COUNTY shall not exceed the sum of \$2,070,000.

SECTION III - SPECIAL CONDITIONS

1. The CITY will provide the COUNTY with a project schedule indicating the anticipated dates for right-of-way acquisition; completion of final plans, specifications and estimates; award of contract; and completion of construction.
2. The CITY at its own discretion may use the services of a consultant in the design and construction of this project, and the COUNTY will not be a party to such agreement. However, the use of consultants will not entitle the CITY to additional funds beyond that specified in paragraphs 1, 2, and 6 in Section II as hereinabove set forth.
3. The CITY is responsible for the design and construction of the project and will insure all work is accomplished in accordance with professionally recognized standards.

SECTION IV - OTHER PROVISIONS

1. The current edition of the Policies and Procedures adopted by the Regional Transportation Commission will apply in developing this project unless specifically superceded by this agreement.
2. Purchase of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damages indicates benefit from such a transaction would result. Title to residual property will be vested in the COUNTY and revenues derived from the sale of these properties will be retained by the COUNTY.
3. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the Clark County Board of Commissioners or their delegated representative(s).
4. COUNTY will make a payment to the CITY each month for project costs as outlined in Section II. Invoices must identify and allocate all costs to the categories noted below:
 - A. Administration
 - B. Right-of-Way
 - 1) Engineering
 - 2) Appraisals
 - 3) Negotiations

- 4) Land acquisition
 - 5) Legal fees, escrow, stamps, recording fees, etc.
 - C. Construction
 - 1) Inspection
 - 2) Supervision
 - 3) Contractor payments
 - D. Materials Testing
 - 1) Exploration and investigation
 - 2) Quality control
 - E. Surveying
 - 1) Location, topographic, alignment, cross sections, (all work prior to award of contract)
 - 2) Construction stakeout and control
 - F. Engineering
 - 1) Design and specifications
 - 2) Drafting and plan preparation
 - 3) Review and checking
 - 4) Identifiable project reproduction and printing costs
 - G. Force Accounts
 - 1) Labor
 - 2) Equipment
 - 3) Materials
 - H. Overhead
- 5. Accurate documentation of all work done and payments made will be maintained by the CITY for a period of three (3) years after final project approval and payment.
 - 6. The COUNTY reserves the right to review and/or audit all records pertaining to this project both during and after project completion.
 - 7. The CITY will indemnify and hold the COUNTY harmless from and against damage, liability, cost, or expense caused by the negligence of the employees, of the CITY, its consultants, contractors or agents, arising under this agreement.
 - 8. Following completion of construction of this project, the CITY shall provide maintenance and/or repairs that are necessary to protect the improvements and to provide a safe and functional facility.

9. In the event the items covered herein have not been completed to the satisfaction of the COUNTY within 3 years after the date that funds are made available for this project, the COUNTY may at any time thereafter, terminate this agreement and the CITY agrees to repay all funds advanced therefore.
10. Any costs found to be improperly allocated to this project will be refunded by the CITY to the COUNTY.
11. It is understood and agreed that the function of the COUNTY in this agreement is to pay for the improvements as hereinabove set forth with a portion of the proceeds of the sale of COUNTY bonds which were approved at the June 2, 1981 election. This agreement is conditioned upon the sale of such bonds and sufficient proceeds being available to pay for the project, and therefore, the COUNTY will not process any invoices or pay the CITY any money pursuant to this agreement until such bond monies are received by the COUNTY. It is further understood and agreed that the CITY is solely responsible for the design and construction of its project and will hold the COUNTY harmless for any liability therefore except the funding provided by this agreement.
12. During construction the CITY will place informational signs with dimensions of approximately four (4) feet by eight (8) feet at each end of the project. These signs will be furnished by the COUNTY and will identify this project as one being funded by the bond issue proceeds.

IN WITNESSETH WHEREOF, the parties have caused this Cooperative Agreement to be executed by their duly authorized representatives the day and year first above written.

COUNTY OF CLARK

By: Manuel J. Cortez
MANUEL J. CORTEZ, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

CITY OF LAS VEGAS

By: William H. Briare
WILLIAM H. BRIARE, Mayor

Approved
5-20-82

COOPERATIVE AGREEMENT TO FUND

ROAD PROJECT NO. B810301

(HIGHLAND-DRIVE)

THIS AGREEMENT, is made and entered into as of the 1st day of June, 1982 by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, the CITY desires to construct the project, as hereinafter described; and

WHEREAS, the COUNTY agrees to fund said project from the proceeds of the sale of COUNTY bonds; and

WHEREAS, the parties desire to set forth the criteria for said funding.

NOW THEREFORE, in consideration of the premises and the terms contained herein, the parties agree as follows:

SECTION I - SCOPE OF PROJECT

This agreement applies to design and right-of-way acquisition for proposed improvements on Highland Drive between the terminus points of Charleston Boulevard and Carey Avenue consisting of four (4) travel lanes, drainage facilities, pavement markings, signs, traffic signals, safety devices and public utility modifications. The CITY may include other right-of-way improvements in the design to provide curbs, gutters, sidewalks, streetlightings and parking lanes; however, the engineering costs pertaining thereto will be paid for by the CITY from other sources and are not paid for by this agreement, except in the event the project does not proceed through construction in which case the COUNTY will pay for these engineering costs.

Upon completion of design and right-of-way acquisition, the CITY may request the COUNTY to prepare a supplemental agreement which provides funding for construction, utility adjustments and contract supervision.

SECTION II - PROJECT COSTS

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

1. Preparation of right-of-way drawings, descriptions, title reports, right-of-way engineering, surveys, appraisals and negotiations at a cost not to exceed \$20,000.00.
2. Engineering design, drafting and preparation of contract documents at a cost not to exceed \$219,000.00.
3. Acquisition of right-of-way necessary for the project at the appraised value and not to exceed \$240,000.00 unless condemnation is necessary, in which case reimbursement will be made in the amount of the award. Other related costs associated with right-of-way acquisition, such as escrow and recording fees will be reimbursed at actual cost to a maximum of \$3,000.00.
4. Bond issue revenues will not be used for any planning, survey, property appraisal, negotiation, acquisition, engineering, construction, or any other costs, which were incurred prior to the date of this agreement.
5. The obligation of developers, individuals and others to dedicate needed right-of-way for the proposed improvements, or parts thereby, as a condition for the approval of their developments shall remain in full force and effect and shall be enforced by the CITY.
6. Administration and overhead costs will not be reimbursed by bond issue revenues.
7. Bond issue revenues will not be used to accomplish regional planning activities.

If it becomes necessary to increase any of the amounts specified above, a written request, with justification will be presented to COUNTY. If approved, a supplement to this agreement will be executed. In any event, however, the maximum amount to be funded by the COUNTY shall not exceed the sum of \$482,000.00

SECTION III - SPECIAL CONDITIONS

1. The CITY will provide the COUNTY with a project schedule indicating the anticipated dates for right-of-way acquisition; completion of final plans; specifications and estimates.
2. The CITY at its own discretion may use the services of consultants in the design of this project and the COUNTY will not be a party to such agreement. However, the use of consultants will not entitle the CITY to additional funds beyond that specified in paragraphs, one (1) and two (2) in Section II as hereinabove set forth.
3. The CITY is responsible for the design and right-of-way acquisition of the project and will insure all work is accomplished in accordance with professionally recognized standards.

SECTION IV - OTHER PROVISIONS

1. The current edition of the Policies and Procedures adopted by the Regional Transportation Commission will apply in developing this project unless specifically superceded by this agreement.
2. Purchase of right-of-way in excess of that actually needed for construction will not be allowed unless a comparison between the cost of excess acquisition and needed acquisition, including damage indicates benefit from such a transaction would result. Title to residual property will be vested in the COUNTY and revenues derived from the sale of these properties will be retained by the COUNTY.
3. Administrative settlements and acceptance of counter offers involving right-of-way may only be made following a review and approval by the Clark County Board of Commissioners or their delegated representative(s).
4. COUNTY will make a payment to the CITY each month for project costs as outlined in Section II. Invoices must identify and allocate all costs to the categories noted below:
 - A. Administration

B. Right-Of-Way

- 1) Engineering
- 2) Appraisals
- 3) Negotiations
- 4) Land Acquisition
- 5) Legal fees, escrow, stamps, recording fees, etc.

C. Materials Testing (Exploration and investigation)

D. Surveying (Location, topographic, alignment, cross sections)

E. Engineering

- 1) Design and specifications
- 2) Drafting and plan preparation
- 3) Review and checking
- 4) Identifiable project reproduction and printing costs

F. Force Accounts

- 1) Labor
- 2) Equipment
- 3) Materials

G. Overhead

5. Accurate documentation of all work done and payments made will be maintained by the CITY for a period of three (3) years after final project approval and payment.
6. The COUNTY reserves the right to review and/or audit all records pertaining to this project both during and after project completion.
7. The CITY will indemnify and hold the COUNTY harmless from and against damage, liability, cost, or expense caused by the negligence of the employees of the CITY, its consultants, contractors or agents, arising under this agreement.
3. Any costs found to be improperly allocated to this project will be refunded by the CITY to the COUNTY.

9. In the event the items covered herein have not been completed to the satisfaction of the COUNTY within 2 years after the date that funds are made available for this work, the COUNTY may, at any time thereafter, terminate this agreement and the CITY agrees to repay all funds advanced therefore.

10. It is understood and agreed that the function of the COUNTY in this agreement is to pay for the design and right-of-way acquisition as hereinabove set forth with a portion of the proceeds of the sale of COUNTY bonds which were approved at the June 2, 1981 election. This agreement is conditioned upon the sale of such bonds and sufficient proceeds being available to pay for the project and therefore the COUNTY will not process any invoices or pay CITY any money pursuant to this agreement until such bond monies are received by the COUNTY. It is further understood and agreed that the CITY is solely responsible for the design and right-of-way acquisition for this project and will hold the COUNTY harmless for any liability therefore except the funding provided by this agreement.

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

Date of Commission Action:

June 1, 1982

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

CLARK COUNTY

By: Manuel J. Cortez

MANUEL J. CORTEZ, Chairman

Date of Commission Action:

May 19, 1982

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

CITY OF LAS VEGAS

By: William H. Briare

WILLIAM H. BRIARE, Mayor

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

City of Las Vegas

0117

AGENDA DOCUMENTATION

Date: May 6, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF ENGINEERING SERVICES FOR BOND ISSUE PROJECTS
A. WASHINGTON AVE. CHANNEL IMPROVEMENTSPURPOSE/BACKGROUND

The City of Las Vegas Board of Commissioners previously approved the Cooperative Agreement to build the Washington Avenue Channel Improvements with the proceeds from the June 2, 1981 Bond Issue.

Staff considered several local firms experienced in this type of work, and has negotiated a fee with Montgomery Engineers of Nevada, Las Vegas, to provide all required engineering services for the design of the Washington Avenue Channel Improvements. The design will include the preparation of plans, specifications and bid documents for the partial or total enclosure of the channel between the approximate limits of Las Vegas Boulevard and Sagman Avenue.

The City Attorney's office has prepared the agreement for these services.

FISCAL IMPACT

The total fee is not to exceed \$69,600. Funds are to be made available from the Clark County Bond Issue.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commission authorize the expenditure of \$69,600 for the engineering services and authorize the Mayor, on behalf of the City Commission, to execute the Agreement with Montgomery Engineers of Nevada.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____


DONALD E. DONOVAN, P.E.
Director of Public Services

Agenda Item 5/19/82
IV (h). G. 9. A

AGREEMENT FOR ENGINEERING SERVICES

0118

THIS AGREEMENT, made and entered into as of the 19th day of May, 1982 by and between the CITY OF LAS VEGAS, NEVADA (hereinafter referred to as the "CITY OF LAS VEGAS") and MONTGOMERY ENGINEERS OF NEVADA, INC. (hereinafter referred to as "CONSULTANT") provides for the furnishing of the engineering services for the fees as hereinafter described.

W I T N E S S E T H :

WHEREAS, it is agreed and understood by the parties hereto that the CONSULTANT is to provide the required engineering and related services to produce complete plans, specifications and other Contract Documents for the WASHINGTON AVENUE CHANNEL PROJECT (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT consists of covering or enclosing portions of the Washington Avenue Channel, plus installation and construction of street pavement, protective barriers, landscape, traffic conduit and related underground work, plus other incidental work to allow movement of traffic across the channel beginning at the uncovered portion of the Channel east of Las Vegas Boulevard North to Sagman Street.

NOW, THEREFORE, in consideration of the foregoing, the parties do mutually agree to the following terms, conditions and covenants:

SECTION I: SERVICES

Upon receipt of written authorization from the CITY OF LAS VEGAS, subsequent to the execution of this Agreement, CONSULTANT shall provide the following services:

A. Basic Services

1. The Preliminary Phase

- (a) Consult with the CITY OF LAS VEGAS to clarify and define the PROJECT requirements, review available data and discuss general scheduling requirements. Confer, as necessary, with approving and regulatory agencies and with affected utilities.
- (b) Review existing topographic and other surveys and soils investigation data and make recommendations as to other field surveys to supplement and confirm existing data in the CITY OF LAS VEGAS' files.
- (c) Provide a general economic analysis of various alternatives, if applicable, of the PROJECT.
- (d) Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits. The report may consider any problems involved and alternative solutions available, and should state the CONSULTANT'S findings and recommendations, with opinion of probable costs for the PROJECT.

2. The Design Phase.

- (a) Make recommendations for and assist the CITY OF LAS VEGAS in obtaining test borings and soil information and supervise and direct the work of the soil exploration as required to supplement and confirm existing data in the CITY OF LAS VEGAS files.
- (b) Submit monthly progress status reports to the CITY OF LAS VEGAS which discuss details of the project plans, review job progress, review cost control information and incorporate CITY OF LAS VEGAS requirements and needs.

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- (c) Prepare plan drawings and specifications for all proposed PROJECT work.
- (d) Provide the CITY OF LAS VEGAS with two (2) sets of preliminary plans and specifications for review purposes.
- (e) Assist the CITY OF LAS VEGAS in preparing engineering data and completed forms for purposes of review by regulatory agencies and legal, financial or other consultants engaged on the PROJECT. Maintain liaison with regulatory agencies to assure familiarity with the PROJECT during the design phase. Assist the CITY OF LAS VEGAS in obtaining approval of PROJECT plans and specifications. Meet with regulatory agencies as required.
- (f) Following completion of the plans and specifications, prepare a detailed construction cost estimate.
- (g) Assist the CITY OF LAS VEGAS in advertising for and obtaining bids for the PROJECT construction. Furnish the CITY OF LAS VEGAS with fifty (50) copies of plans and specifications for distribution to bidders and regulatory agencies.
- (h) Be present at the bid opening and tabulate bids received. Analyze bids and make recommendations to the CITY OF LAS VEGAS for the award of the construction contract.
- (i) Design the PROJECT so as to utilize all of the construction monies available for the PROJECT, estimated to be Eight Hundred Seventy Thousand Dollars (\$870,000.00), so that the CITY OF LAS VEGAS will obtain the maximum amount of traffic-handling and water-conducting capability from the funds set aside for this PROJECT.

3. The Construction Phase

- (a) Consult with and advise the CITY OF LAS VEGAS as to the acceptability of subcontractors and other persons and organizations proposed by the Prime Contractor or Contractors, and as to the acceptability of substitute materials and equipment proposed by the Contractor or Contractors.
- (b) Consult with and advise the CITY OF LAS VEGAS during construction; prepare elementary and supplementary sketches where required to resolve problems due to actual field conditions encountered.
- (c) Check detailed construction drawings and shop and erection drawings submitted by the Contractor for compliance with design concepts.
- (d) Review laboratory, shop and mill test reports on materials and equipment.
- (e) Make periodic visits on an average of one visit per week to the PROJECT site to observe the progress and the quality of the executed work and then inform the CITY OF LAS VEGAS.

- (f) Observe initial operation of the PROJECT, or of performance tests required by the specifications.
- (g) Make a final inspection and report on completion of the project, including recommendations concerning final payments to Contractors and release of retained percentages.

B. Special Services

1. The Design Phase

- (a) Perform engineering survey for design; establish local bench marks.
- (b) Perform soils investigation, including test borings, sampling and analysis.

SECTION II: RESPONSIBILITIES OF THE
CITY OF LAS VEGAS

It is agreed that the CITY OF LAS VEGAS will furnish the following services:

- A. Provide all criteria and full information as to its requirements for the PROJECT.
- B. Provide design flow for use in the design of PROJECT structures.
- C. Complete review of preliminary design report and submit comments to CONSULTANT within five (5) working days.
- D. Complete review of preliminary plans and specifications and submit comments to CONSULTANT within ten (10) working days.
- E. Assist the CONSULTANT by placing at his disposal all available written data pertinent to the site of the PROJECT including previous reports and any other data affecting the design and/or construction of the PROJECT.
- F. Acquire all land and rights-of-way required for the PROJECT.
- G. Guarantee access to the property and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform his services under this Agreement.
- H. Examine all studies, reports, sketches, construction cost estimates, specifications, drawings, proposals and other documents presented by the CONSULTANT to the CITY OF LAS VEGAS and shall, if required, promptly render in writing the decisions of the CITY OF LAS VEGAS pertaining thereto.
- I. Advertise for proposals from bidders, open the sealed proposals at the appointed time and place and pay for all costs incident thereto.
- J. Provide legal review of the construction contract document. Provide such accounting and insurance counseling services as are required for the PROJECT. Provide such auditing service as the CITY OF LAS VEGAS may require to ascertain how or for what purpose the Contractor has used money paid to him under the construction contract.
- K. Designate in writing a person to act as the representative of the CITY OF LAS VEGAS with respect to the CONSULTANT'S

service to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions of the CITY OF LAS VEGAS with respect to services covered by this Agreement.

- L. Give prompt written notice to the CONSULTANT whenever the CITY OF LAS VEGAS observes or otherwise becomes aware of any defect in the PROJECT.
- M. Furnish to the CONSULTANT, prior to any performance by the CONSULTANT under the Agreement, a copy of any design and construction standards the CITY OF LAS VEGAS shall require the CONSULTANT to follow in the preparation of the construction contract documents.
- N. Pay all charges made for plan checking or other fees that may be required by other agencies of the CITY OF LAS VEGAS having jurisdiction over any portion of the work, if such charges are made.

SECTION III: COMPENSATION AND MANNER OF PAYMENT

- A. Compensation: As consideration for providing the engineering design services described in Section I, the CITY OF LAS VEGAS shall pay the CONSULTANT a lump sum of \$69,600.00 or 8% of the actual construction cost, whichever is less. In the event the PROJECT is not constructed within one year of the completion of the plans and specifications, the fee will be based upon the updated, mutually agreed upon cost estimate prepared at the time of the completion of the plans and specifications.
- B. Manner of Payment: CONSULTANT, as a prerequisite to the obligation on the part of the CITY OF LAS VEGAS for payment of any compensation or expenses as herein provided, shall submit on a monthly basis to the CITY OF LAS VEGAS invoices and a detailed description of work completed, with estimates of percent of total work completed.

Payment of such invoices shall be on or within thirty (30) days of the date of approval of the CONSULTANT'S estimate of work completed during the previous month.

SECTION IV: TIME OF PERFORMANCE

Within ten (10) calendar days from delivery of notice from the CITY OF LAS VEGAS to the CONSULTANT to proceed ("Notice to Proceed"), the CONSULTANT shall commence performance of this Agreement and thereafter diligently proceed with the performance thereof to completion. CONSULTANT agrees to complete the performance of this Agreement within One Hundred Thirty-Five (135) calendar days after the date of the Notice to Proceed. With respect to the performance of the CONSULTANT of the terms, conditions and covenants herein provided, it is expressly agreed that time is of the essence.

SECTION V: TERMINATION

The CITY OF LAS VEGAS reserves the right to terminate this Agreement without cause or default on the part of the CONSULTANT immediately upon written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that

date that the CITY OF LAS VEGAS deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section XXVII of this Agreement.

In the event of termination, without cause or default, the CITY OF LAS VEGAS agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination.

SECTION VI: OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, reports or other like documents given, prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this Agreement are deemed to be the property of the CITY OF LAS VEGAS.. In the event of completion or termination of this Agreement, the CITY OF LAS VEGAS reserves the right to require delivery of any and all plans, drawings, specifications, reports or other like documents not presently in its possession.

SECTION VII: INSURANCE

- A. CONSULTANT shall provide and maintain during the existence of this Agreement for the protection of the CONSULTANT and the CITY OF LAS VEGAS, the following coverage:
1. Workmen's Compensation Insurance covering its full liability under the Workmen's Compensation Laws of the State of Nevada as required by the Nevada Industrial Commission, or equivalent coverage approved by the CITY OF LAS VEGAS.
 2. Comprehensive General Liability Insurance in the amount of \$500,000.00 for injury or death to each person, \$1,000,000.00 for each occurrence and \$500,000.00 for each claim of property damage with the CITY OF LAS VEGAS named as an additional insured party.
 3. Automobile Insurance in the amount of \$500,000.00 with the CITY OF LAS VEGAS named as an additional insured party.
- B. CONSULTANT shall provide and maintain during the existence of this Agreement, and for two years after the date of acceptance by the CITY OF LAS VEGAS of the constructed PROJECT, Professional Liability Insurance or Errors and Omissions Insurance insuring against the negligent errors and omissions committed by the CONSULTANT in the performance of this Agreement in the amount of FIVE MILLION DOLLARS (\$5,000,000).
- C. Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverage required hereunder and will furnish Certificates of Insurance to the CITY OF LAS VEGAS demonstrating the procurement of such insurance and will provide the CITY OF LAS VEGAS with a copy of the appropriate sections of the policy.
- D. The insurance coverage required herein must be written by a company which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the CITY OF LAS VEGAS must contain a clause to the effect that cancellations, reductions or restrictions shall not be made until thirty (30) days after written notice to the CITY OF LAS VEGAS. In the event that any of the insurance coverage required hereunder is cancelled, reduced or restricted, the CITY OF LAS VEGAS reserves the right to terminate this Agreement.

SECTION VIII: COORDINATION

In reviewing any and all plans, specifications, maps or other documents related to the performance of this Agreement, CONSULTANT agrees to complete said review so as to not delay the performance of this Agreement, or any other agreement between the CITY OF LAS VEGAS and third parties. CONSULTANT agrees to notify the CITY OF LAS VEGAS of any and all documents in the possession of the CITY OF LAS VEGAS needed by the CONSULTANT in performing this Agreement.

SECTION IX: DEFAULT

- A. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):
1. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein and any such default shall continue unremedied for three (3) days after written notice of such default shall have been given by CITY OF LAS VEGAS;
 2. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (3) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
 3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
 4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY OF LAS VEGAS may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend all payments otherwise due to CONSULTANT hereunder, finish the work by such means as CITY OF LAS VEGAS may see fit, deducting from any balance due CONSULTANT the cost of finishing the work and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to CITY OF LAS VEGAS within five (5) days of invoicing by CITY OF LAS VEGAS, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination, or (c) at its option, CITY OF LAS VEGAS may remedy any Event of Default and deduct the cost thereof.

The costs and expenses of completing the work of CONSULTANT shall be computed and audited by CITY OF LAS VEGAS' designated representative, whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and CONSULTANT shall pay all costs of such audit.

- B. In the event CITY OF LAS VEGAS is required to perform or does perform or hires others to perform any work or services because of the default of the CONSULTANT, the cost thereof, plus an additional ten percent (10%) to cover CITY OF LAS VEGAS' overhead expenses, shall be promptly paid by CONSULTANT to CITY OF LAS VEGAS.

SECTION X: INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY OF LAS VEGAS, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY OF LAS VEGAS, its officers or employees may suffer, or which may be sought against, recovered from or obtainable against the CITY OF LAS VEGAS, its officers or employees as a result of, or by reason of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors or agents or anyone directly or indirectly employed by the subcontractor or agent, in fulfillment or performance of the terms, conditions or covenants of this Agreement.

SECTION XI: ASSIGNMENT

The CITY OF LAS VEGAS and the CONSULTANT each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except neither the CITY OF LAS VEGAS nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XII: DESIGNATION OF REPRESENTATIVE

The Director of Public Services or his authorized representative is hereby designated as the CITY OF LAS VEGAS' representative with respect to the work to be performed under this Agreement. Said representative shall have complete authority to transmit instructions, receive information, interpret and define CITY OF LAS VEGAS' policies and decisions with respect to the services of the CONSULTANT.

CONSULTANT hereby designates Richard Leland, P.E., Principal, a professional engineer licensed within the State of Nevada, as its PROJECT representative and coordinator having responsible charge of all work performed under this Agreement. Said PROJECT representative and coordinator shall have complete authority to act on behalf of the CONSULTANT.

SECTION XIII: WAIVER

No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other

breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by, or tentative approval or acceptance by CITY OF LAS VEGAS or the failure of CITY OF LAS VEGAS to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release CONSULTANT of any of its obligations hereunder.

SECTION XIV: CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work whom the CITY OF LAS VEGAS deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY OF LAS VEGAS to be contrary to the public interest, the CITY OF LAS VEGAS reserves the right to require such removal as a condition for the continuation of this Agreement.

SECTION XV: CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

- A. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment and labor, and is experienced in and competent to perform the work contemplated by this Agreement, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.
- B. That the CONSULTANT 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.

SECTION XVI: INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the CITY OF LAS VEGAS.

SECTION XVII: APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

SECTION XVIII: COMPLIANCE WITH LAWS

The CONSULTANT shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

SECTION XIX: SEVERABILITY

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

SECTION XX: PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY OF LAS VEGAS shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION XXI: PUBLICITY

All publicity concerning the services of the CONSULTANT with respect to the performance of this Agreement shall be approved by the CITY OF LAS VEGAS.

SECTION XXII: ARBITRATION

All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, may at the option of the aggrieved party be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining 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 containing a specific reference to this Agreement and signed by the CITY OF LAS VEGAS and the CONSULTANT, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

In the event that either party demands 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, with the appointed arbitrator having all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION XXIII: CONFIDENTIALITY

CONSULTANT shall treat all information relating to the project and all information supplied to the CONSULTANT by the CITY OF LAS VEGAS as confidential and proprietary information of the CITY OF LAS VEGAS and shall not permit its release to other parties or make any public announcement or publicity releases without the CITY OF LAS VEGAS' written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

SECTION XXV: SUBCONTRACTS

CONSULTANT agrees to include in all professional subcontracts in connection with performance of the terms and obligations imposed under this Agreement the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY OF LAS VEGAS, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY OF LAS VEGAS, and that if the CITY OF LAS VEGAS has paid the CONSULTANT for said subcontracted work, then the subcontractors only recourse is against the CONSULTANT and not against the CITY OF LAS VEGAS, either through the institution of legal or equitable action or the attachment of any lien;
- B. A provision that the subcontractors have no more rights against the CITY OF LAS VEGAS than that of the CONSULTANT; and
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement with the exception of the insurance requirements of Section VII.B. unless the CITY OF LAS VEGAS has approved any deviations, changes or modifications in writing. It is understood and agreed by the parties hereto that despite the waiver of the insurance requirements of Section VII.B., said waiver shall not be construed in any manner to limit, deny or circumvent the responsibility of the CONSULTANT for the work of its subcontractor.

SECTION XXVI: MODIFICATION

All modifications or amendments to this Agreement are null and void unless reduced to writing and signed by the parties hereto.

SECTION XXVII: NOTICES

Any notice required under this Agreement shall be sent to the following addresses:

CITY:

CITY OF LAS VEGAS
Director of Public Services
400 East Stewart Avenue
Las Vegas, Nevada 89101

CONSULTANT:

MONTGOMERY ENGINEERS OF NEVADA, INC.
1100 East Sahara Avenue
Las Vegas, Nevada 89104

SECTION XXVIII: ENTIRE AGREEMENT

The Agreement documents constitute the entire Agreement between the parties hereto with respect to the matters covered

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thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in such Agreement documents are hereby cancelled.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

CITY OF LAS VEGAS, NEVADA
a Municipal Corporation

By William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol A. Hawley
CAROL ANN HAWLEY, City Clerk

MONTGOMERY ENGINEERS OF NEVADA, INC.

ATTEST:

By D. Leland
Vice President

Secretary

By John Kei
Sr. Vice President

City of Las Vegas

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AGENDA DOCUMENTATION

Date: May 10, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF ENGINEERING SERVICES FOR BOND ISSUE PROJECTS
B. CEDAR AVENUE CHANNEL IMPROVEMENTSPURPOSE/BACKGROUND

Staff considered several local firms for the Cedar Avenue Channel Improvements. We have negotiated with Mundhir Eljumaaily Associates of Las Vegas, Nevada, to provide all required engineering services for the design of the project. The design will include the preparation of plans, specifications and bid documents for grading, shaping and lining the channel.

The Department of Public Services' staff has reviewed the proposal and found it acceptable.

The City Attorney's Office has prepared the agreement for these services.

FISCAL IMPACT

Total fee not to exceed \$118,160. Funds are to be made available from the Clark County Bond Issue.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commission authorize the expenditure of \$118,160 for the engineering services and authorize the Mayor, on behalf of the City Commission, to execute the Agreement with Mundhir Eljumaaily Associates, subject to funding.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

79-3-10


DONALD E. DONOVAN, P.E.
Director of Public Services

Agenda Item 5/19/82
IV. (h) G. 98

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into as of the 19th day of May, 1982 by and between the CITY OF LAS VEGAS, NEVADA (hereinafter referred to as the "CITY OF LAS VEGAS") and MUNDHIR ELJUMAILY ASSOCIATES (hereinafter referred to as "CONSULTANT:") provides for the furnishing of the engineering services for the fees as hereinafter described.

W I T N E S S E T H :

WHEREAS, it is agreed and understood by the parties hereto that the CONSULTANT is to provide the required engineering and related services to produce complete plans, specifications and other Contract Documents for the CONSTRUCTION/RECONSTRUCTION OF CEDAR AVENUE CHANNEL IMPROVEMENT PROJECT (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT consists of reconstruction and lining of the channel; new or improved roadway structures over the channel as required, plus maintenance access roads and other incidental work beginning 600 feet $\pm$ east of Pecos Road and extending to the Las Vegas Wash, a distance of approximately two (2) miles.

NOW, THEREFORE, in consideration of the foregoing, the parties do mutually agree to the following terms, conditions and covenants:

SECTION I: SERVICES

Upon receipt of written authorization from the CITY OF LAS VEGAS, subsequent to the execution of this Agreement, the CONSULTANT shall provide the following services:

A. Basic Services

1. The Preliminary Phase

- (a) Consult with the CITY OF LAS VEGAS to clarify and define the PROJECT requirements, review available data and discuss general scheduling requirements. Confer, as necessary, with approving and regulatory agencies and with affected utilities.
- (b) Review existing topographic and other surveys and soils investigation data and make recommendations as to other field surveys to supplement and confirm existing data in CITY OF LAS VEGAS' files.
- (c) Provide a general economic analysis of various alternatives, if applicable, of the PROJECT.
- (d) Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits. The report may consider any problems involved and alternative solutions available, and should state the CONSULTANT'S findings and recommendations, with opinion of probable costs for the PROJECT.

2. The Design Phase

- (a) Obtain or conduct surveys and soils investigations of the PROJECT site and make recommendations as to the need to conduct other field surveys in order to supplement and confirm existing data in CITY OF LAS VEGAS' files (if any).

- (b) Obtain test borings and soil information of the PROJECT site, and supervise and direct the work of the soil exploration as required to supplement and confirm existing data in CITY OF LAS VEGAS' files (if any).
- (c) Submit monthly progress status reports to the CITY OF LAS VEGAS which discuss details of the project plans, review job progress, review cost control information and incorporate CITY OF LAS VEGAS' requirements and needs.
- (d) Prepare plan drawings and specifications for all proposed PROJECT work.
- (e) Provide the CITY OF LAS VEGAS with two (2) sets of completed plans and specifications for review purposes at 50% and 100% completion of the design.
- (f) Assist the CITY OF LAS VEGAS in coordinating with utility companies and regulatory agencies or other engineers engaged on the PROJECT. Assist the CITY OF LAS VEGAS in obtaining approval of PROJECT plans and specifications from the County of Clark. Meet with regulatory agencies as required.
- (g) Following completion of the plans and specifications, prepare a detailed construction cost estimate.
- (h) Assist the CITY OF LAS VEGAS in advertising for and obtaining bids for the PROJECT construction. Furnish the CITY OF LAS VEGAS with fifty (50) copies of plans and specifications for distribution to bidders and regulatory agencies.
- (i) Be present at the bid opening and tabulate bids received. Analyze bids and make recommendations to the CITY OF LAS VEGAS for the award of the construction contract.

3. The Construction Phase

- (a) Consult with and advise the CITY OF LAS VEGAS as to the acceptability of subcontractors and other persons and organizations proposed by the Prime Contractor or Contractors, and as to the acceptability of substitute materials and equipment proposed by the Contractor or Contractors.
- (b) Consult with and advise the CITY OF LAS VEGAS during construction; prepare elementary and supplementary sketches where required to resolve problems due to actual field conditions encountered.
- (c) Review detailed construction drawings, shop and erection drawings submitted by the Contractor for compliance with design concepts.
- (d) Review laboratory, shop and mill test reports on materials and equipment.
- (e) Make periodic visits to the PROJECT site at intervals appropriate to the various stages of construction to observe the progress and the quality of the executed work and then inform the CITY OF LAS VEGAS.

- (f) Make a final inspection and report on completion of the PROJECT, including recommendations concerning final payments to Contractors and release of retained percentages.

B. Special Services

1. The Design Phase

- (a) Perform engineering survey for design; establish local bench marks.
- (b) Perform soils investigation, including test borings, sampling and analysis.

SECTION II: COMPENSATION AND
MANNER OF PAYMENT

- A. Compensation: As consideration for providing the engineering design services described in Section I, the CITY OF LAS VEGAS shall pay the CONSULTANT on a monthly basis for services accomplished the previous month as follows:

- 1. Office and Field Expenses: Actual salary cost (hourly rate) times 2.7 of those employees utilized in the performance of this Agreement.
- 2. Non-Salary Expenses: For non-salary expenses, payment shall be as per page 32, ASCE Manual No. 45, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein as a part of this Agreement. The service charge mentioned in Exhibit "A" shall equal ten percent (10%) of the actual invoice for direct non-salary expenses.

It is understood and agreed by the parties that despite the CONSULTANT'S continuing obligation to perform the services stated under Section I, the total compensation to be paid to the CONSULTANT shall not exceed \$118,160.00 or 8% of the actual construction cost, whichever is less. In the event the PROJECT is not constructed within one year of the completion of the plans and specifications, the final fee will be based upon an updated, mutually agreed upon cost estimate to be prepared at the time of the completion of the plans and specifications.

- B. Manner of Payment: CONSULTANT, as a prerequisite to the obligation on the part of the CITY OF LAS VEGAS for payment of any compensation or expenses as herein provided, shall submit on a monthly basis to the CITY OF LAS VEGAS invoices detailing the number of employee hours and the nature and receipts where possible, for which the CONSULTANT seeks compensation from the CITY OF LAS VEGAS.

Payment of such invoices shall be on or within thirty (30) days of the date of receipt of the CONSULTANT'S invoice for services of the previous month. The CONSULTANT shall submit on a weekly basis to the CITY OF LAS VEGAS an approved certified time sheet for services performed the previous week.

SECTION III: TIME OF PERFORMANCE

Within ten (10) calendar days from delivery of notice from the CITY OF LAS VEGAS to the CONSULTANT to proceed ("Notice to Proceed"), the CONSULTANT shall commence performance of this

Agreement and thereafter diligently proceed with the performance thereof to completion. CONSULTANT agrees to complete the performance of this Agreement within Ninety (90) calendar days after the date of the Notice to Proceed, excluding, however, from said performance period such review time as taken by the CITY OF LAS VEGAS to review the plans and specifications submitted by the CONSULTANT. . With respect to the performance of the CONSULTANT of the terms, conditions and covenants herein provided, it is expressly agreed that time is of the essence.

SECTION IV: TERMINATION

The CITY OF LAS VEGAS reserves the right to terminate this Agreement without cause or default on the part of the CONSULTANT immediately upon written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CITY OF LAS VEGAS deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section XXVI of this Agreement.

In the event of termination, without cause or default, the CITY OF LAS VEGAS agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination.

SECTION V: OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, reports or other like documents given, prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this Agreement are deemed to be the property of the CITY OF LAS VEGAS. In the event of completion or termination of this Agreement, the CITY OF LAS VEGAS reserves the right to require delivery of any and all plans, drawings, specifications, reports or other like documents not presently in its possession.

SECTION VI: INSURANCE

- A. CONSULTANT shall provide and maintain during the existence of this Agreement for the protection of the CONSULTANT and the CITY OF LAS VEGAS, the following coverage:
 1. Workmen's Compensation Insurance covering its full liability under the Workmen's Compensation Laws of the State of Nevada as required by the Nevada Industrial Commission, or equivalent coverage approved by the CITY OF LAS VEGAS.
 2. Comprehensive General Liability Insurance in the amount of \$500,000.00 for injury or death to each person, \$1,000,000.00 for each occurrence and \$500,000.00 for each claim of property damage with the CITY OF LAS VEGAS named as an additional insured party.
 3. Automobile Insurance in the amount of \$500,000.00 with the CITY OF LAS VEGAS named as an additional insured party.
- B. CONSULTANT shall provide and maintain during the existence of this Agreement, and for two years after the date of acceptance by the CITY OF LAS VEGAS of the constructed PROJECT or for four years after the date of the execution of this Agreement, whichever is less, Professional Liability Insurance or Errors and Omissions Insurance insuring against the negligent errors and omissions committed by the CONSULTANT in the performance of this Agreement in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

- C. Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverage required hereunder and will furnish Certificates of Insurance to the CITY OF LAS VEGAS demonstrating the procurement of such insurance and will provide the CITY OF LAS VEGAS with a copy of the appropriate sections of the policy.
- D. The insurance coverage required herein must be written by a company which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the CITY OF LAS VEGAS must contain a clause to the effect that cancellations, reductions or restrictions shall not be made until thirty (30) days after written notice to the CITY OF LAS VEGAS. In the event that any of the insurance coverage required hereunder is cancelled, reduced or restricted, the CITY OF LAS VEGAS reserves the right to terminate this Agreement.

SECTION VII: COORDINATION

In reviewing any and all plans, specifications, maps or other documents related to the performance of this Agreement, CONSULTANT agrees to complete said review so as to not delay the performance of this Agreement, or any other agreement between the CITY OF LAS VEGAS and third parties. CONSULTANT agrees to notify the CITY OF LAS VEGAS of any and all documents in the possession of the CITY OF LAS VEGAS needed by the CONSULTANT in performing this Agreement.

SECTION VIII: DEFAULT

- A. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):
 - 1. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
 - 2. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (3) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
 - 3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
 - 4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY OF LAS VEGAS may, without prejudice to any other remedy

it may have at law or in equity, (a) terminate this Agreement, suspend all payments otherwise due to CONSULTANT hereunder, finish the work by such means as CITY OF LAS VEGAS may see fit, deducting from any balance due CONSULTANT the cost of finishing the work if the CITY OF LAS VEGAS cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for this project and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to CITY OF LAS VEGAS within five (5) days of invoicing by CITY OF LAS VEGAS, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by CITY OF LAS VEGAS' designated representative, whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and CONSULTANT shall pay all costs of such audit.

- B. In the event CITY OF LAS VEGAS is required to perform or does perform or hires others to perform any work or services because of the default of the CONSULTANT, the cost thereof, plus an additional ten percent (10%) to cover CITY OF LAS VEGAS' overhead expenses, shall be promptly paid by CONSULTANT to CITY OF LAS VEGAS.
- C. It is expressly agreed that CITY OF LAS VEGAS reserves the right to offset any and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that CITY OF LAS VEGAS might have against CONSULTANT for failure to comply with any of the terms and conditions of this Agreement.

SECTION IX: INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY OF LAS VEGAS, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY OF LAS VEGAS, its officers or employees may suffer, or which may be sought against, recovered from or obtainable against the CITY OF LAS VEGAS, its officers or employees as a result of, or by reason of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors or agents or anyone directly or indirectly employed by the subcontractor or agent, in fulfillment or performance of the terms, conditions or covenants of this Agreement.

It is expressly agreed that the CONSULTANT shall, at its own cost, defend any and all suits or actions that may be brought against the CITY OF LAS VEGAS, its officers or employees by reason of any negligent act or omission against which the CONSULTANT has agreed to indemnify the CITY OF LAS VEGAS. If the CONSULTANT shall fail to do so, the CITY OF LAS VEGAS shall have the right to defend same and to charge all direct and incidental costs of such defense to the CONSULTANT, including court costs and counsel fees.

SECTION X: ASSIGNMENT

The CITY OF LAS VEGAS and the CONSULTANT each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except neither the CITY OF LAS VEGAS nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XI: DESIGNATION OF REPRESENTATIVE

The Director of Public Services or his authorized representative is hereby designated as the CITY OF LAS VEGAS' representative with respect to the work to be performed under this Agreement. Said representative shall have complete authority to transmit instructions, receive information, interpret and define CITY OF LAS VEGAS' policies and decisions with respect to the services of the CONSULTANT.

CONSULTANT hereby designates George Monahan, P.E., Principal, a professional engineer licensed within the State of Nevada, as its PROJECT representative and coordinator having responsible charge of all work performed under this Agreement. Said PROJECT representative and coordinator shall have complete authority to act on behalf of the CONSULTANT.

SECTION XII: WAIVER

No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by, or tentative approval or acceptance by CITY OF LAS VEGAS or the failure of CITY OF LAS VEGAS to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release CONSULTANT of any of its obligations hereunder.

SECTION XIII: CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work whom the CITY OF LAS VEGAS deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY OF LAS VEGAS to be contrary to the public interest, the CITY OF LAS VEGAS reserves the right to require such removal as a condition for the continuation of this Agreement.

SECTION XIV: CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

- A. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools,

materials, supplies, equipment and labor, and is experienced in and competent to perform the work contemplated by this Agreement, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

- B. That the CONSULTANT 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.

SECTION XV: INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the CITY OF LAS VEGAS.

SECTION XVI: APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

SECTION XVII: COMPLIANCE WITH LAWS

The CONSULTANT shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

SECTION XVIII: SEVERABILITY

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

SECTION XIX: PROHIBITION AGAINST CONTINGENT FEES.

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY OF LAS VEGAS shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION XX: PUBLICITY

All publicity concerning the services of the CONSULTANT with respect to the performance of this Agreement shall be approved by the CITY OF LAS VEGAS.

SECTION XXI: ARBITRATION

All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, may at the option of the aggrieved party be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association

then obtaining 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 containing a specific reference to this Agreement and signed by the CITY OF LAS VEGAS and the CONSULTANT, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

In the event that either party demands 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, with the appointed arbitrator having all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION XXII: CONFIDENTIALITY

CONSULTANT shall treat all information relating to the project and all information supplied to the CONSULTANT by the CITY OF LAS VEGAS as confidential and proprietary information of the CITY OF LAS VEGAS and shall not permit its release to other parties or make any public announcement or publicity releases without the CITY OF LAS VEGAS' written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

SECTION XXIII: SITE INSPECTION

CONSULTANT represents that it has inspected the location or locations of the project and all data relating thereto, including, but not limited to, soil test reports and data, and location of adjacent structures and utilities, and has satisfied itself as to the condition thereof and that the CONSULTANT compensation as provided for in Section II is just and reasonable compensation for performance hereunder, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith.

SECTION XXIV: SUBCONTRACTS

CONSULTANT agrees to include in all professional subcontracts in connection with performance of the terms and obligations imposed under this Agreement the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY OF LAS VEGAS, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work

until payment has been made by the CITY OF LAS VEGAS, and that if the CITY OF LAS VEGAS has paid the CONSULTANT for said subcontracted work, then the subcontractors only recourse is against the CONSULTANT and not against the CITY OF LAS VEGAS, either through the institution of legal or equitable action or the attachment of any lien;

- B. A provision that the subcontractors have no more rights against the CITY OF LAS VEGAS than that of the CONSULTANT; and
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement with the exception of the insurance requirements of Section VI.B. unless the CITY OF LAS VEGAS has approved any deviations, changes or modifications in writing. It is understood and agreed by the parties hereto that despite the waiver of the insurance requirements of Section VI.B., said waiver shall not be construed in any manner to limit, deny or circumvent the responsibility of the CONSULTANT for the work of its subcontractor.

SECTION XXV: MODIFICATION

All modifications or amendments to this Agreement are null and void unless reduced to writing and signed by the parties hereto.

SECTION XXVI: NOTICES

Any notice required under this Agreement shall be sent to the following addresses:

CITY:	CITY OF LAS VEGAS Director of Public Services 400 East Stewart Avenue Las Vegas, Nevada 89101
CONSULTANT:	MUNDHIR ELJUMAILY ASSOCIATES 1500 East Tropicana Suite 221 Las Vegas, Nevada 89109

SECTION XXVII: ENTIRE AGREEMENT

The Agreement documents constitute the entire Agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in such Agreement documents are hereby cancelled.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

CITY OF LAS VEGAS, NEVADA
a Municipal Corporation

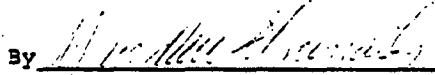

WILLIAM H. BRIARE, Mayor

ATTEST:


CAROL ANN HAWLEY, City Clerk

MUNDHIR ELJUMAILY ASSOCIATES

ATTEST:

By 

Secretary

of the multiplier will vary with the types of work, the organization and experience of the consulting engineering firm, and the geographic area in which its office is located. For conditions in the United States, the median multiplier was 2.5 times salary cost in 1980.

For some services, however, the 1980 median multiplier was 2.4 times salary cost, as in the case of a locally employed staff of the Consulting Engineer, when engaged primarily in field work such as inspection or resident engineering service during construction.

A higher multiplier is usually necessary for projects of short duration or small size and also for consulting services to provide recommendations based on extensive experience and special knowledge, or for expert testimony in legal proceedings. The multiplier will also vary upward with the experience and special capabilities of the consulting engineering firm.

3. *Direct Nonsalary Expenses* usually incurred in such engagements may include the following:

- a. Living and traveling expenses of principals and employees when away from the home office on business connected with the project.
- b. Identifiable communications expense, such as long-distance telephone, telegraph, cable, express charges, and postage, other than for general correspondence.
- c. Services directly applicable to the work, such as special legal and accounting expenses, special computer rental and programming costs, special consultants, borings, laboratory charges, commercial printing and binding, and similar costs that are not applicable to general overhead.
- d. Identifiable drafting supplies and stenographic supplies and expenses charged to the Client's work, as distinguished from such supplies and expenses applicable to two or more projects.
- e. Identifiable reproduction costs applicable to the work, e.g., blueprinting, photostating, mimeographing, and printing.

The above expenses, which can seldom be determined in advance with any degree of accuracy, are reimbursed by the Client at actual invoice cost; a service charge of 10% to 15% is usually added.

4. *The Consulting Engineer's overhead*, which comprises a major portion of the compensation generated by the multiplier on

salary cost
not direct

- a. Provision of space, including equipment, expenses specific to the project.
- b. Taxes, but excluding those on the project.
- c. Library, abstracts, technical courses.
- d. Executive and clerical salaries, reimbursement of salaries for performance, distinguishing applicable expenses, preliminary and in the project.
- e. Business cards and other promotional materials.
- f. Provision of between the project and the Client.
- g. Estimate of the project. The project is clearly a major initial minute budget item that they are defined. One of the Client's

Exhibit "A"

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 11, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF ENGINEERING SERVICES FOR BOND ISSUE PROJECTS
C. PECOS ROAD IMPROVEMENTSPURPOSE/BACKGROUND

Several local firms with experience in this type of work were considered for this project. Staff has negotiated a fee with G. C. Wallace Consulting Engineers, Inc. for the design of the Pecos Road improvements. The design will include four travel lanes, parking lanes, drainage facilities, traffic signals, curbs, gutters, sidewalks and street lights between Charleston Blvd. and Owens Avenue.

The City Attorney's office has prepared the agreement for these services.

FISCAL IMPACT

The total fee is not to exceed \$254,740.
Funds are available from the Clark County Bond Issue.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commission authorize the expenditure of \$254,740 for the engineering services and authorize the Mayor, on behalf of the City Commission, to execute the Agreement with G. C. Wallace Consulting Engineers, Inc., subject to funding.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____


DONALD E. DONOVAN, P.E.
Director of Public Services

THIS AGREEMENT, made and entered into as of the 19th day of May, 1982 by and between the CITY OF LAS VEGAS, NEVADA (hereinafter referred to as the "CITY OF LAS VEGAS") and G. C. WALLACE CONSULTING ENGINEERS, INC. (hereinafter referred to as "CONSULTANT") provides for the furnishing of the engineering services for the fees as hereinafter described.

W I T N E S S E T H :

WHEREAS, it is agreed and understood by the parties that the CONSULTANT is to provide the required engineering and related services to produce complete plans, specifications and other Contract Documents for the CONSTRUCTION/RECONSTRUCTION OF PECOS DRIVE PROJECT (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT consists of removal and reconstruction of street pavement, base and subbase; curbs, gutters and sidewalks; storm drainage facilities; street lights and traffic signals at four cross-streets, and one roadway structure over the Washington Avenue Channel and other incidental work between Charleston Boulevard and Owens Avenue, a distance of approximately two miles (±).

NOW, THEREFORE, in consideration of the foregoing, the parties do mutually agree to the following terms, conditions and covenants:

SECTION I: SERVICES

Upon receipt of written authorization from the CITY OF LAS VEGAS, subsequent to the execution of this Agreement, the CONSULTANT shall provide the following services:

A. Basic Services

1. The Preliminary Phase

- (a) Consult with the CITY OF LAS VEGAS to clarify and define the PROJECT requirements, review available data and discuss general scheduling requirements. Confer, as necessary, with approving and regulatory agencies and with affected utilities.
- (b) Review existing topographic maps, surveys and soils investigation data and make recommendations as to the need to conduct other field surveys to supplement and confirm existing data in the CITY OF LAS VEGAS' files.
- (c) Provide a general economic analysis of various alternatives, if applicable, of the PROJECT.
- (d) Prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits. The report may consider any problems involved and alternative solutions available, and should state the CONSULTANT'S findings and recommendations, with opinion of probable costs for the PROJECT.
- (e) Prepare a hydrology and hydraulic report for existing and proposed storm drain facilities and tributary drainage areas affecting the PROJECT, excluding, however, the hydrology for the Washington Avenue Channel.

2. The Design Phase

- (a) Make recommendations and obtain/provide surveys and soils investigations and make recommendations as to other field surveys to supplement and confirm existing data in the CITY OF LAS VEGAS' files (if any).

14616-7.0

- (b) Make recommendations and obtain test borings and soil information, and supervise and direct the work of the soil exploration as required to supplement and confirm existing data in the CITY OF LAS VEGAS' files (if any).
- (c) Submit monthly progress status reports to the CITY OF LAS VEGAS which discuss details of the project plans, review job progress, review cost control information and incorporate CITY OF LAS VEGAS requirements and needs.
- (d) Prepare plan drawings and specifications for all proposed PROJECT work.
- (e) Provide the CITY OF LAS VEGAS with two (2) sets of completed plans and specifications for review purposes at 50% and 100% completion of the design.
- (f) Assist the CITY OF LAS VEGAS in coordinating with utility companies and regulatory agencies or other engineers engaged on the PROJECT. Assist the CITY OF LAS VEGAS in obtaining approval of PROJECT plans and specifications from County of Clark. Meet with regulatory agencies as required.
- (g) Following completion of the plans and specifications, prepare a detailed construction cost estimate.
- (h) Assist the CITY OF LAS VEGAS in advertising for and obtaining bids for the PROJECT construction. Furnish the CITY OF LAS VEGAS with fifty (50) copies of plans and specifications for distribution to bidders and regulatory agencies.
- (i) Be present at the bid opening and tabulate bids received. Analyze bids and make recommendations to the CITY OF LAS VEGAS for the award of the construction contract.

3. The Construction Phase

- (a) Consult with and advise the CITY OF LAS VEGAS as to the acceptability of subcontractors and other persons and organizations proposed by the Prime Contractor or Contractors, and as to the acceptability of substitute materials and equipment proposed by the Contractor or Contractors.
- (b) Consult with and advise the CITY OF LAS VEGAS during construction; prepare elementary and supplementary sketches where required to resolve problems due to actual field conditions encountered.
- (c) Check detailed construction drawings, shop and erection drawings submitted by the Contractor for compliance with design concepts.
- (d) Review laboratory, shop and mill test reports on materials and equipment.
- (e) Make periodic visits to the PROJECT site at intervals appropriate to the various stages of construction to observe the progress and the quality of the executed work and then inform the CITY OF LAS VEGAS.

- (f) Make a final inspection and report on completion of the PROJECT, including recommendations concerning final payments to Contractors and release of retained percentages.

B. Special Services

1. The Design Phase

- (a) Perform engineering survey for design; establish local bench marks.
- (b) Perform soils investigation, including test borings, sampling and analysis.

**SECTION II: COMPENSATION AND
MANNER OF PAYMENT**

A. Compensation: As consideration for providing the engineering services described in Section I, the CITY OF LAS VEGAS shall pay the CONSULTANT a fee to be determined as follows:

1. If the CONSULTANT determines from study and analysis that a new storm drain need be constructed as part of this PROJECT and the Special Improvements Districts designed by the CONSULTANT as part of the PROJECT are built by the CITY OF LAS VEGAS, then the fee of the CONSULTANT shall be Two Hundred Fifty-Four Thousand Seven Hundred Forty and 00/100 Dollars (\$254,740.00).
2. If the CONSULTANT determines from study and analysis that a new storm drain need not be constructed, and the Special Improvements Districts designed by the CONSULTANT as part of the PROJECT are constructed by the CITY OF LAS VEGAS, then the fee of the CONSULTANT shall be Two Hundred Forty-Seven Thousand Two Hundred Forty and 00/100 Dollars (\$247,240.00).
3. If the Special Improvement Districts designed by the CONSULTANT as part of the PROJECT are not built by the CITY OF LAS VEGAS then the parties hereto agree to renegotiate the fee of the CONSULTANT to a mutually acceptable amount of compensation for the services of the CONSULTANT performed hereunder.
4. The fees stated in paragraphs A.1. and A.2. above are based upon the construction contract(s) for the project having a total cost not exceeding \$3,532,000. The CITY OF LAS VEGAS hereby represents to the CONSULTANT that it is the intention of the CITY OF LAS VEGAS that the cost of construction for this project be limited to \$3,532,000.

B. Manner of Payment: CONSULTANT, as a prerequisite to the obligation on the part of the CITY OF LAS VEGAS for payment of the fee provided herein, shall submit on a monthly basis invoices for the services performed the preceding month. The invoice shall request payment only in a proportionate amount of the CONSULTANT'S total fee determined by estimating the percentage that the services performed in the invoice month relates to the total amount of services to be provided under the contract.

The invoice shall describe the type of services provided for which compensation is sought by the CONSULTANT. Payment of such invoices shall be on or within thirty (30) days of the date of receipt of the CONSULTANT'S invoice.

SECTION III: TIME OF PERFORMANCE

Within ten (10) calendar days from delivery of notice from the CITY OF LAS VEGAS to the CONSULTANT to proceed ("Notice to Proceed"), the CONSULTANT shall commence performance of this

Agreement and thereafter diligently proceed with the performance thereof to completion. CONSULTANT agrees to complete the performance of this Agreement within One Hundred Twenty (120) calendar days after the date of the Notice to Proceed, excluding, however, from said performance period such review time as taken by the CITY OF LAS VEGAS to review the plans and specifications submitted by the CONSULTANT. With respect to the performance of the CONSULTANT of the terms, conditions and covenants herein provided, it is expressly agreed that time is of the essence.

SECTION IV: TERMINATION

The CITY OF LAS VEGAS reserves the right to terminate this Agreement without cause or default on the part of the CONSULTANT immediately upon written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CITY OF LAS VEGAS deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in Section XXVI of this Agreement.

In the event of termination, without cause or default, the CITY OF LAS VEGAS agrees to pay to the CONSULTANT the reasonable value for all work and services performed to the date of termination.

SECTION V: OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, reports or other like documents given, prepared or assembled by the CONSULTANT or any subcontractors which are related to the performance of this Agreement are deemed to be the property of the CITY OF LAS VEGAS. In the event of completion or termination of this Agreement, the CITY OF LAS VEGAS reserves the right to require delivery of any and all plans, drawings, specifications, reports or other like documents not presently in its possession.

SECTION VI: INSURANCE

- A. CONSULTANT shall provide and maintain, and it will require its subcontractors to provide and maintain, during the existence of this Agreement for the protection of the CONSULTANT and the CITY OF LAS VEGAS, the following coverage:
1. Workmen's Compensation Insurance covering its full liability under the Workmen's Compensation Laws of the State of Nevada as required by the Nevada Industrial Commission, or equivalent coverage approved by the CITY OF LAS VEGAS.
 2. Comprehensive General Liability Insurance in the amount of \$500,000.00 for injury or death to each person, \$1,000,000.00 for each occurrence and \$500,000.00 for each claim of property damage with the CITY OF LAS VEGAS named as an additional assured.
 3. Automobile Insurance in the amount of \$500,000.00 with the CITY OF LAS VEGAS named as an additional assured.
- B. CONSULTANT shall provide and maintain during the existence of this Agreement, and for two years after the date of acceptance by the CITY OF LAS VEGAS of the constructed PROJECT, Professional Liability Insurance or Errors and Omissions Insurance insuring against the negligent errors and omissions committed by the CONSULTANT in the performance of this Agreement in the amount of ONE MILLION DOLLARS (\$1,000,000).

- C. Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverage required hereunder and will furnish Certificates of Insurance to the CITY OF LAS VEGAS demonstrating the procurement of such insurance and will provide the CITY OF LAS VEGAS with a copy of the appropriate sections of the policy.
- D. The insurance coverage required herein must be written by a company which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the CITY OF LAS VEGAS must contain a clause to the effect that cancellations, reductions or restrictions shall not be made until thirty (30) days after written notice to the CITY OF LAS VEGAS. In the event that any of the insurance coverage required hereunder is cancelled, reduced or restricted, the CITY OF LAS VEGAS reserves the right to terminate this Agreement.

SECTION VII: COORDINATION

In reviewing any and all plans, specifications, maps or other documents related to the performance of this Agreement, CONSULTANT agrees to complete said review so as to not delay the performance of this Agreement, or any other agreement between the CITY OF LAS VEGAS and third parties. CONSULTANT agrees to notify the CITY OF LAS VEGAS of any and all documents in the possession of the CITY OF LAS VEGAS needed by the CONSULTANT in performing this Agreement.

SECTION VIII: DEFAULT

- A. The occurrence of any of the following events shall be a default by CONSULTANT hereunder (hereinafter called "Events of Default"):
 - 1. If CONSULTANT shall default in the due observance and performance of any term, condition or covenant contained herein.
 - 2. If CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated bankrupt or insolvent or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (3) if action shall be taken by CONSULTANT for the purpose of effecting any of the foregoing;
 - 3. If any warrant, execution or other writ shall be issued or levied upon any property or assets of CONSULTANT and shall continue unvacated and in effect for a period of thirty (30) days; or
 - 4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY

OF LAS VEGAS may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend all payments otherwise due to CONSULTANT hereunder, finish the work by such means as CITY OF LAS VEGAS may see fit, deducting from any balance due CONSULTANT the cost of finishing the work if the CITY OF LAS VEGAS cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for this project and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to CITY OF LAS VEGAS within five (5) days of invoicing by CITY OF LAS VEGAS, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by CITY OF LAS VEGAS' designated representative, whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and CONSULTANT shall pay all costs of such audit.

- B. In the event CITY OF LAS VEGAS is required to perform or does perform or hires others to perform any work or services because of the default of the CONSULTANT, the cost thereof, plus an additional ten percent (10%) to cover CITY OF LAS VEGAS' overhead expenses, shall be promptly paid by CONSULTANT to CITY OF LAS VEGAS.
- C. It is expressly agreed that CITY OF LAS VEGAS reserves the right to offset any and all claims made by CONSULTANT for payment of its fees hereunder or the reimbursement of additional costs it incurred, with any claims that CITY OF LAS VEGAS might have against CONSULTANT for failure to comply with any of the terms and conditions of this Agreement.

SECTION IX: INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY OF LAS VEGAS, its officers and employees from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY OF LAS VEGAS, its officers or employees may suffer, or which may be sought against, recovered from or obtainable against the CITY OF LAS VEGAS, its officers or employees as a result of, or by reason of, or arising out of the negligent acts or omissions of the CONSULTANT, its subcontractors or agents or anyone directly or indirectly employed by the subcontractor or agent, in fulfillment or performance of the terms, conditions or covenants of this Agreement.

It is expressly agreed that the CONSULTANT shall, at its own cost, defend any and all suits or actions that may be brought against the CITY OF LAS VEGAS, its officers or employees by reason of any negligent act or omission against which the CONSULTANT has agreed to indemnify the CITY OF LAS VEGAS. If the CONSULTANT shall fail to do so, the CITY OF LAS VEGAS shall have the right to defend same and to charge all direct and incidental costs of such defense to the CONSULTANT, including court costs and counsel fees.

SECTION X: ASSIGNMENT

The CITY OF LAS VEGAS and the CONSULTANT each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement, except neither the CITY OF LAS VEGAS nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION XI: DESIGNATION OF REPRESENTATIVES

The Director of Public Services or his authorized representative is hereby designated as the CITY OF LAS VEGAS' representative with respect to the work to be performed under this Agreement. Said representative shall have complete authority to transmit instructions, receive information, interpret and define CITY OF LAS VEGAS' policies and decisions with respect to the services of the CONSULTANT.

CONSULTANT hereby designates George C. Wallace, P.E., Principal, a professional engineer licensed within the State of Nevada, as its PROJECT representative and coordinator having responsible charge of all work performed under this Agreement. Said PROJECT representative or coordinator shall have complete authority to act on behalf of the CONSULTANT.

SECTION XII: WAIVER

No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by, or tentative approval or acceptance by CITY OF LAS VEGAS or the failure of CITY OF LAS VEGAS to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release CONSULTANT of any of its obligations hereunder.

SECTION XIII: CONSULTANT'S EMPLOYEES

The CONSULTANT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the CONSULTANT fails to remove any employee from the contract work whom the CITY OF LAS VEGAS deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the CITY OF LAS VEGAS to be contrary to the public interest, the CITY OF LAS VEGAS reserves the right to require such removal as a condition for the continuation of this Agreement.

SECTION XIV: CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

- A. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Agreement; that it is able to furnish the plant, tools,

materials, supplies, equipment and labor, and is experienced in and competent to perform the work contemplated by this Agreement, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

- B. That the CONSULTANT 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.

SECTION XV: INDEPENDENT CONTRACTOR

It is hereby expressly agreed and understood that in the performance of the services provided herein, the CONSULTANT and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the CITY OF LAS VEGAS.

SECTION XVI: APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

SECTION XVII: COMPLIANCE WITH LAWS

The CONSULTANT shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement, including the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

SECTION XVIII: SEVERABILITY

In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

SECTION XIX: PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the CITY OF LAS VEGAS shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION XX: PUBLICITY

All publicity concerning the services of the CONSULTANT with respect to the performance of this Agreement shall be approved by the CITY OF LAS VEGAS.

SECTION XXI: ARBITRATION

All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, may at the option of the aggrieved

party be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining 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 containing a specific reference to this Agreement and signed by the CITY OF LAS VEGAS and the CONSULTANT, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

In the event that either party demands 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, with the appointed arbitrator having all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

SECTION XXII: CONFIDENTIALITY

CONSULTANT shall treat all information relating to the project and all information supplied to the CONSULTANT by the CITY OF LAS VEGAS as confidential and proprietary information of the CITY OF LAS VEGAS and shall not permit its release to other parties or make any public announcement or publicity releases without the CITY OF LAS VEGAS' written authorization. CONSULTANT shall also require subcontractors and vendors to comply with this requirement.

SECTION XXIII: SITE INSPECTION

CONSULTANT represents that it has inspected the location or locations of the project and all data relating thereto, including, but not limited to, soil test reports and data, and location of adjacent structures and utilities, and has satisfied itself as to the condition thereof and that the CONSULTANT compensation as provided for in Section II is just and reasonable compensation for performance hereunder, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith.

SECTION XXIV: SUBCONTRACTS

CONSULTANT agrees to include in all professional subcontracts in connection with performance of the terms and obligations imposed under this Agreement the following:

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY OF LAS

VEGAS, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY OF LAS VEGAS, and that if the CITY OF LAS VEGAS has paid the CONSULTANT for said subcontracted work, then the subcontractors only recourse is against the CONSULTANT and not against the CITY OF LAS VEGAS, either through the institution of legal or equitable action or the attachment of any lien;

- B. A provision that the subcontractors have no more rights against the CITY OF LAS VEGAS than that of the CONSULTANT; and
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement with the exception of the insurance requirements of Section VI.B. unless the CITY OF LAS VEGAS has approved any deviations, changes or modifications in writing. It is understood and agreed by the parties hereto that despite the waiver of the insurance requirements of Section VI.B., said waiver shall not be construed in any manner to limit, deny or circumvent the responsibility of the CONSULTANT for the work of its subcontractor.

SECTION XXV: MODIFICATION

All modifications or amendments to this Agreement are null and void unless reduced to writing and signed by the parties hereto.

SECTION XXVI: NOTICES

Any notice required under this Agreement shall be sent to the following addresses:

CITY: CITY OF LAS VEGAS
Director of Public Services
400 East Stewart Avenue
Las Vegas, Nevada 89101

CONSULTANT: G. C. WALLACE CONSULTING
ENGINEERS, INC.
1100 East Sahara
Las Vegas, Nevada 89104

SECTION XXVII: ENTIRE AGREEMENT

The Agreement documents constitute the entire Agreement between the parties hereto with respect to the matters covered

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///

thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in such Agreement documents are hereby cancelled.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

CITY OF LAS VEGAS, NEVADA
a Municipal Corporation

By William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

G. C. WALLACE CONSULTING
ENGINEERS, INC.

By G. C. Wallace

By _____

ATTEST:

Susan J. Radman
Assistant Secretary

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

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May 19, 1982

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BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV (h). DEPARTMENT OF PUBLIC SERVICES (Continued)

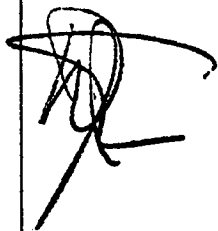
G. REPORTS/ACTION (Continued)

10. Contract Modification - Misdemeanant
Detention Facility Contract for the
construction of concrete security strip.

Lurie -
APPROVED as recom-
mended by staff.
Unanimous
(Christensen and
Woofter excused)

Staff to proceed

APPROVED AGENDA ITEM



City of Las Vegas

AGENDA DOCUMENTATION

Date: May 6, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: CONTRACT MODIFICATION - MISDEMEANANT DETENTION FACILITY CONTRACT FOR
THE CONSTRUCTION OF CONCRETE SECURITY STRIPPURPOSE/BACKGROUND

The original plans for the installation of the interior security fence called for asphalt pavement to be placed under the fence. By this proposed Change Order, an 18" wide Portland Cement concrete strip will be constructed under the 16-foot high chain link interior security fence. The construction of this strip will serve two purposes:

1. Security. The Portland Cement concrete edging significantly decreases the possibility of digging under the fence. In addition, the bottom 2" of the fencing fabric will be encased in the concrete strip.
2. Expedite construction. The smoothest, most efficient, and economical method of construction is to first place the base and asphaltic concrete pavement, then place the fence. This is time-consuming, and results in a less desirable finished job, because of the considerable hand-work necessary to prepare the ground and place and compact the base and pavement.

The Portland Cement concrete edging allows the asphalt paving contractor to work up to the concrete edging, more or less, in the normal manner.

Public Services staff has reviewed the proposal and has found it reasonable.

FISCAL IMPACT

The cost of this Change Order is \$13,942.31. Funds are available in the Misdemeanant Detention Facility's construction account.

RECOMMENDATIONS

The Director of Public Services recommends that the City Commission approve the proposed Change Order in the amount of \$13,942.31.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____


DONALD E. DONOVAN, P.E.
Director of Public Services

Agenda Item 5/19/82

IV (h). G. 10.

*Dalton Properties, Inc.*General Contractor
Lic. 152053525 SO. PROCYON AVENUE
P.O. BOX 4247
LAS VEGAS, NEVADA 89106
Phone: (702) 873-7115

April 29, 1982

City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Attention: Engineering Design

Gentlemen:

RE: Misdemeanant Detention Facility; Bid 82.3550.37

It is proposed that we place a concrete strip along the fence line. There will be 1400 L.F. at 18 inches wide by 16 inches deep, with 12 inches Type II material and 4 inches of concrete. The following is submitted:

Materials

27.5 cy concrete at \$45.47	\$ 1,250.43
78 cy Type II at 5.29	412.62

Forming Material

2800 L.F. at \$301./M	842.80
420 Form. Stakes at \$.50	210.00

Trenching

140 MH's at \$18.86	2,640.40
---------------------	----------

Forming

2 Carp - \$23.09 x 2 = \$46.18	
1 Laborer \$18.86	+18.86
Total Hours	65.04 x 66 MH's
	4,292.64

Pour/Finish

2 Laborers - 32 MH's at \$18.86	603.52
4 Masons - 64 MH's at \$21.63	1,384.32

(continued)

City of Las Vegas
Attention: Engineering Design
April 29, 1982
Page 2

Strip Forms

16 MH's at \$18.86 301.76

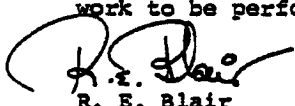
Equipment for Clean-Up

6 HRS at \$85. 510.00

General Contractor's OH/Profit 1,493.82

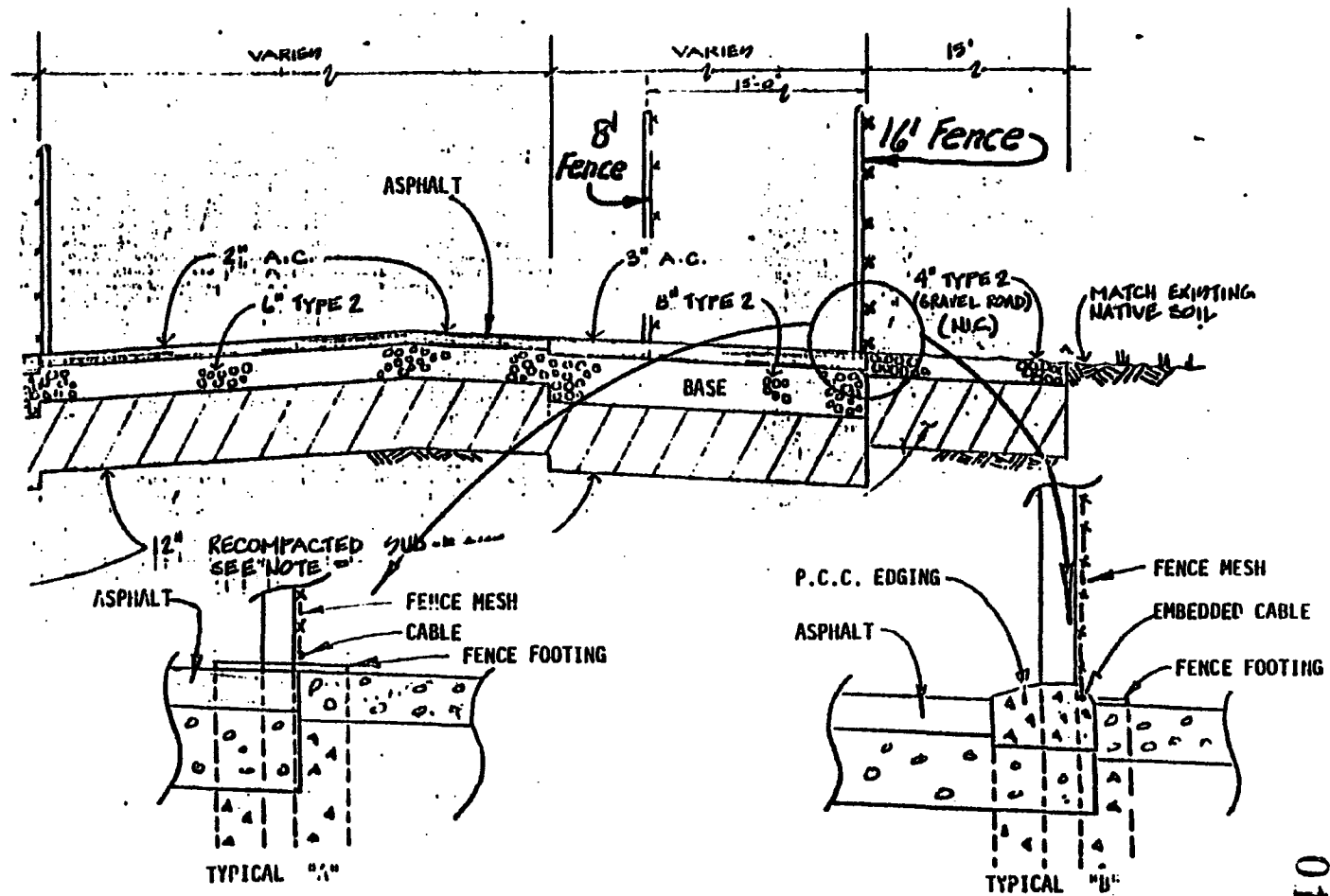
Total Proposal \$13,942.31

This proposal is forwarded for review and consideration. All work to be performed by Dalton Properties, Inc. work force.



R. E. Blair
Manager

REB/svw



W. Goodman
5/3/82

CITY COMMISSION MINUTES - MAY 19, 1982

Pre-Engineering ☐Preliminary ☐Final ☐ENGINEERING DESIGN DIVISION
ENGINEER'S COST ESTIMATEWork Authorization No. 0151
CLV Contract Bid No. _____
Page 1 of 1PROJECT TITLE/DESCRIPTION

Misdemeanant Detention Facility

Estimate for the Installing 18' Concrete Strip Under 16' Fence

- - Estimate assumes use of overtime - -

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Concrete	26	CY	* 44.00	* 1,144.00
2.	Type II Gravel - Material	87	CY	6.00	522.00
3.	Excavation				
	Handwork - 39 CY	64	MH	26.07	1,668.48
	Overtime Rate 26.07/Laborer MH				
	Machine and Handwork	42	CY	10.00	420.00
4.	Compact Subgrade and	3500	SF	.50	1,750.00
	Place and Compact Type 2 Base				
5.	Forming Materials 2 X 4	2,800	LF	.30	840.00
6.	Forming Labor - Overtime = 1.5	16	CH	89.05	1,424.80
	2 Carpenters @ 1.5 x 20.99 = 62.98				
	1 Laborer @ 1.5 x 17.38 = 26.07				
	Cost per Crew Hour Overtime 89.05				
7.	Pour and Finish - Overtime = 1.5	16	CH	181.98	2,911.68
	4 Finishers @ 1.5 x 21.64 = 129.84				
	2 Laborers @ 1.5 x 17.38 = 52.14				
	181.98				
8.	Strip Forms - Straight Time	8	MH	17.38	139.04
9.	Clean Up	Lump Sum	LS		300.00
	SUB-TOTAL				11,124.00
10.	PROFIT & OVERHEAD - 10%				1,112.40
	TOTAL CONSTRUCTION			X X X	* 12,236.40
	Design Engineering %				
	Construction Engineering %				
	Other %				
	Other %				
	TOTAL PROJECT			X X X	*

Calculated Chuck Kephart Date 5/3/82 Checked _____ Date _____

CHIEF OF ENGINEERING DESIGN

DATE

CITY ENGINEER

DATE

administration, I consider \$13,942 proposal by
the contractor to be in the public interest.

CE Flynn

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

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BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 28
May 19, 1982

ITEM

Commission Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

A. Approval of Contract With Clark County Library District to Provide Library Services at Adult Misdemeanant Detention Facility

Lurie -
APPROVED
Unanimous
(Christensen and
Woofter excused)

City Attorney to
proceed

B. Approval of Regional Transportation Commission Cooperative Agreement No. 98 Which Covers the Construction of Gibson Road Between Warm Springs Road and Boulder Highway.

Levy -
Agreements ADOPTED
Items B thru G
Unanimous
(Christensen and
Woofter excused)

City Attorney to
proceed.

C. Approval of Regional Transportation Commission Cooperative Agreement No. 97 Which Covers the Construction of Jones Boulevard Between Tropicana Avenue and Spring Mountain Road.

D. Approval of Regional Transportation Commission Supplemental Cooperative Agreement No. 36a Which Covers the Construction of Eastern Avenue between Sahara Avenue and Charleston Boulevard.

E. Approval of Regional Transportation Commission Supplemental Cooperative Agreement No. 37b Which Covers the Construction of Bonanza Road Between Eastern Avenue and Nellis Boulevard.

F. Approval of Regional Transportation Commission Supplemental Cooperative Agreement No. 42b Which Covers the Construction of Carey Avenue Between I-15 and Donna Street

G. Approval of Regional Transportation Commission Supplemental Cooperative Agreement No. 64b Which Covers the Construction of the Intersection of Eastern Avenue, Charleston Boulevard and Fremont Street.

City of Las Vegas

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AGENDA DOCUMENTATION

Date: May 14, 1982

TO:
The Board of City CommissionersFROM: *John Edward Roethel*
John Edward Roethel
Deputy City AttorneySUBJECT:Approval of Contract with Clark County Library District to Provide
Library Services at Adult Misdemeanant Detention FacilityPURPOSE/BACKGROUND

The attached contract provides for library services at the Adult Misdemeanant Detention Facility. These services will be provided by the Clark County Library District, which also provides library services at the Clark County Jail.

The Library District will be responsible for providing books, both legal and general, periodicals, a copying machine, library shelving and some other equipment. The Library District will also provide a librarian at the Detention Facility twenty hours per week.

FISCAL IMPACT

\$13,225.00 during FY '81-'82
\$7,390.00 during FY '82-'83

RECOMMENDATIONS

It is recommended that the Board of Commissioners approve this contract and authorize the Mayor to sign on behalf of the City of Las Vegas.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

V-A

1 CONTRACTUAL AGREEMENT FOR LIBRARY SERVICES

2
3 THIS AGREEMENT, made and entered into this 20th day of
4 May, 1982, by and between the City of Las Vegas (hereinafter
5 referred to as "City") and the Clark County Library District of
6 Clark County, Nevada (hereinafter referred to as "District").

7 W I T N E S S E T H

8 WHEREAS, District is currently serving the Las Vegas,
9 Nevada metropolitan area with library services; and

10 WHEREAS, City is seeking to implement library services
11 and facilities in the Las Vegas Misdemeanant Detention Facility
12 (hereinafter referred to as "Detention Facility") which will be
13 operated by the City's Department of Detention and Correctional
14 Services; and

15 WHEREAS, both District and City recognize the need for
16 joint cooperation and effort in providing library services to the
17 inmates of the Detention Facility.

18 NOW, THEREFORE, it is agreed as follows:

19 1. That the City and the District will provide library
20 services and facilities to the inmates of the Detention Facility
21 on the premises of said facility in the manner contained herein.

22 2. That this Agreement shall become effective on the
23 20th day of May, 1982, or upon its adoption thereafter.

24 3. That said Agreement shall terminate June 30, 1983,
25 or sooner should either party seek to terminate said Agreement
26 and provide written notice of same six (6) months prior to such
27 termination.

28 4. District will order and provide circulating items,
29 reference collection items and periodicals that conform with the
30 applicable Standards of the American Correctional Association/
31 American Library Association Joint Committee on Institutional
32 Libraries.

1 5. District will order and provide a law collection as
2 directed by City, subject to the budgetary restrictions of this
3 Agreement, a copy of said list, comprising the law collection, is
4 marked Exhibit "A", attached hereto and incorporated herein by
5 reference. District does not warrant that said list conforms
6 with all applicable Standards of the American Correctional
7 Association/American Library Association Joint Committee on
8 Institutional Libraries, nor do they warrant that it is a full
9 "Law Library."

10 6. District will order and provide capital outlay
11 items to properly equip the library, that conform with applicable
12 Standards of the American Correctional Association/American
13 Library Association Joint Committee on Institutional Libraries,
14 on the premises of the Detention Facility. Capital outlay items
15 are specified in the document entitled "Proposed Budget,"
16 Exhibit "D", attached hereto and incorporated herein by
17 reference. All capital outlay items purchased by District for
18 use in the Detention Facility become the property of the City.

19 7. District will provide qualified employees of the
20 District to perform the necessary services that fully conform
21 with all applicable Standards of the American Correctional
22 Association/American Library Association Joint Committee on
23 Institutional Libraries. Such personnel shall not be employees
24 of the City. City reserves the right to consult with District
25 with regard to the selection of personnel hired by the District
26 to perform the necessary service under this Agreement.

27 8. District will pay, when due, all Social Security,
28 Federal Income Tax, Unemployment Compensation and other taxes and
29 payroll deductions required by law or contract for or on behalf
30 of their employees.

31 9. District shall provide adequate library services
32 that shall be made available to all inmates. Library sources may

1 be supplemented by the entire collection of local, regional and
2 state libraries, law libraries and inter-library loan. Where it
3 is appropriate, the resources of the Sub-regional Library for the
4 Blind and Physically Handicapped shall be utilized. Library ser-
5 vices provided shall, at a minimum include:

- 6 a. Materials responsive to the interest and educa-
7 tional needs of users;
- 8 b. Information service to locate facts needed;
- 9 c. A distinct library setting.

10 10. District shall ensure to the best of its ability in
11 conjunction with City, that the library facilities shall conform
12 with all applicable Standards of the American Correctional
13 Association/American Library Association Joint Committee on
14 Institutional Libraries.

15 11. It is specifically understood and agreed to by and
16 between City and District that the library facilities provided
17 for in the herein Agreement are subject to the Library Bill of
18 Rights adopted June 18, 1948, amended February 1, 1961, June 27,
19 1967, and January 23, 1980, by the American Library Association
20 Council, a copy of such Bill of Rights is attached hereto, in-
21 corporated herein by reference and marked Exhibit "B". Said
22 Agreement is further subject to the Nevada Library Association,
23 Intellectual Freedom in Libraries, a Statement of Policy, adopted
24 1976, a copy of which is attached hereto, incorporated herein by
25 reference and marked Exhibit "C". Both of these documents,
26 however, shall in no way impair the duty and obligation of the
27 City to maintain normal standards of prison security in connec-
28 tion with the operation of the library on the premises of the
29 Detention Facility.

30 12. District shall to the best of its ability provide
31 written policy and defined procedure that allow inmates access to
32 library services and facilities.

1 13. City will provide funding for library materials,
2 capital outlay, personnel and administrative costs in the
3 Detention Facility as follows:

4 a. For library services for the period from the 20th
5 day of May, 1982, to June 30, 1982, City will allocate funds
6 needed to implement the Detention Facility library not to
7 exceed \$13,225.00.

8 b. For the fiscal year beginning July 1, 1982, to
9 June 30, 1983, library services will be provided by District
10 with funds allocated by City not to exceed \$7,390.00. Pay-
11 ment of these funds will be made by City to District in
12 twelve (12) equal monthly installments. Payment shall be
13 made no later than the 15th of each month by City to
14 District.

15 c. In the event funds are not budgeted for the payment
16 of services provided herein, this Agreement shall expire when
17 available funds expire.

18 14. City shall provide space in the Detention Facility for
19 a library facility. City will provide power, water, sewer, gar-
20 bage collection, maintenance, and repair and custodial services.
21 Security, policy and procedures on the library facility will be
22 formulated and agreed upon by mutual consent of both parties;
23 however, it is specifically agreed and understood by and between
24 the parties that City shall provide a duly trained Correctional
25 Officer within the premises of the library facility.

26 15. City shall provide the necessary insurance for the
27 library facilities, including, but not limited to, public liabil-
28 ity, fire, property damage and other necessary insurance as
29 mutually agreed by the parties.

30 16. It is agreed between the parties hereto that this
31 is an agreement for personal and specialized services and shall
32 not be assigned by either party in any manner. All materials

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1 purchased under this Agreement by and with funds provided by City
2 shall become the property of City and shall be identified accord-
3 ingly. Any change in library services, operation or functions
4 will be decided upon by mutual consent of both parties. However,
5 it is specifically agreed and understood by and between the par-
6 ties that selection of materials for the library facility shall
7 be done by District; however, District shall consult with City in
8 regard to suggested materials. The specific hours of operation
9 of the Detention Facility library will be mutually agreed to by
10 City and District. The District will provide personnel to
11 operate the library a maximum of six days a week, fifty-two weeks
12 a year, including all holidays except Thanksgiving, Christmas and
13 New Year's Day.

14 17. Any notice required or permitted to be given
15 hereunder shall be deemed to have been given when received by the
16 party to whom it is directed by personal service, hand delivery
17 or United States mail as follows:

18 TO CITY: RUSSELL DORN, City Manager
19 400 East Stewart Avenue
Las Vegas, Nevada 89101

20 TO DISTRICT: CHARLES HUNSBERGER
21 1401 East Flamingo
Las Vegas, Nevada 89109

22 18. City does hereby covenant and agree to indemnify
23 and hold harmless the District from all fines, suits, claims,
24 demands, damages, and actions of any kind and nature, by reason
25 of any and all of District's conduct, actions and performances
26 hereunder, including, but not limited to, any fines, suits,
27 claims, demands, damages and actions arising from injury to any
28 person or damage to property arising out of the selection and
29 provision of library materials and services to inmates during the
30 period of this Agreement. City does further agree to assume all
31 risk incident to the performance of the services required
32 hereunder and shall be solely responsible and answerable for

1 damages, and for any and all actions and injuries to persons or
2 damage to property; provided, however, that City shall not be
3 responsible for the conduct, errors or omissions of employees of
4 District or other agencies except for instances in which District
5 employee actions are properly carried out at the express direc-
6 tion and under the supervision of City.

7 19. It is agreed and understood by and between the par-
8 ties hereto that District is not the agent, servant or employee
9 of the City, nor does the District occupy any status or position
10 with relation to the City other than that of an independent
11 contractor in performing the services provided for in this
12 Agreement.

13 20. A breach by City of any one of the conditions
14 and/or promises contained in this contract, at the option of the
15 District shall be considered a breach of the whole Agreement,
16 and, if so considered by the District, shall terminate this
17 Agreement, and shall render the City liable for any and all dama-
18 ges suffered by District because of such breach.

19 21. A breach by District of any one of the conditions
20 and/or promises contained in this Agreement, at the option of the
21 City shall be considered a breach of the whole Agreement, and, if
22 so considered by the City, shall terminate this Agreement, and
23 shall render the District liable for any and all damages suffered
24 by City because of such breach.

25 22. Employees of District that enter the Detention
26 Facility must conform to all applicable City policies and proce-

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1 dures conducive to good security practices; City shall have final
2 say in any case of dispute regarding security practices.

3 IN WITNESS WHEREOF, the parties hereto have executed
4 this Agreement the day and year first above written.

5 CITY OF LAS VEGAS

6
7 By William H. Briare
8 WILLIAM H. BRIARE, Mayor

9 ATTEST:

10 Carl A. Hawley

11 CLARK COUNTY LIBRARY DISTRICT
12 BOARD OF TRUSTEES

13 By Irene Fisher
14 IRENE FISHER, President

15
16
17 APPROVED AS TO FORM:

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19 Guillermo
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Exhibit "A"

LAS VEGAS MISDEMEANANT DETENTION FACILITY LAW COLLECTION

Nevada Revised Statutes
Annotations to the Nevada Revised Statutes
Nevada Digest
Nevada Reports
Las Vegas City Code
Clark County Code
Blacks Law Dictionary
Nevada Shepard's Citations

EXHIBIT 3

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

1. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
5. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
6. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

Adopted June 18, 1948
Amended February 2, 1951, June 27, 1957, and January 23,
1980.
by the ALA Council.

EXHIBIT C
NEVADA LIBRARY ASSOCIATION
1976

INTELLECTUAL FREEDOM IN LIBRARIES

A Statement of Policy

Nevada Library Association

The Nevada Library Association is directly concerned with the freedom and right to privacy of all members of a democratic society to use what materials they will in the course of making the social, educational, and political judgments on which society is based. We are further agreed that the right to privacy of library patrons is of utmost importance. Without such freedom, the very fabric of democracy is in danger. It is a professional obligation of librarians to give highest priority to the freedom of inquiry and to observe the charges in the Library Bill of Rights and the American Library Association Freedom to Read statement with the utmost integrity.

The Association, as a matter of principle, opposes any legislation at the state, local, and school district levels which might place library collections in jeopardy, restrict, prejudice, or interfere with free and unbiased collection and acquisition of library materials, or which might otherwise restrict the basic concept of the freedom of use or inquiry.

The Association, as a matter of principle and policy, opposes any proposed or actual restrictions imposed on whatever parties or individuals upon the selection, acquisition, maintenance, administrative and dissemination of library materials, and with similar restrictions on cultural activities or educational programs in libraries and other institutions.

The Association is concerned with affecting liaison between local and other organizations which support the freedom to read. The Association is concerned with educating librarians and the general public to the philosophy inherent in the Library Bill of Rights and the American Association Freedom to Read statement. The Association supports the concept of the library user's right to privacy and materials, as a vital principle, that official or unofficial surveillance, without due process, of library circulation records represents a violation of intellectual freedom and the traditional right of free inquiry.

Adopted, 1976

Exhibit "D"

Proposed Budget for the Las Vegas Misdemeanant Detention Facility
-1982/83 FY LIBRARY-

<u>Salaries:</u>	
5020-Part Time (20 hrs per week)	\$ 6,100.00
1. Staff coverage for vacation, sick leave, or emergency.	475.00
5230-NIC	65.00
*Subtotal:	\$ 6,640.00
 <u>Supplies:</u>	
6010-Office Supplies	\$ 450.00
 <u>Materials:</u>	
7310-Dues & Subscriptions	\$ 550.00
8040-Other Capital Equipment	2,900.00
8040-Books	9,775.00
*Subtotal:	\$13,225.00
 Ending Fund Balance	 \$ 300.00
 Total:	 \$20,615.00

NOTE: All tables and chairs are to be provided by the Las Vegas Misdemeanant Detention Facility.

-EXPLANATION OF BUDGET-

<u>Office Supplies:</u>	Photocopy material.	\$ 250.00
	Office supplies	200.00
		\$ 450.00
 <u>Materials:</u> (Capital Equipment)		
	Photocopy machine (1 year lease)	\$ 1,500.00
	Desk	125.00
	Chair	75.00
	Shelving	1,200.00
		\$ 2,900.00
 <u>Materials:</u> (Books)		
	Reference	\$ 700.00
	Paperbound collection (setup and 1 year update)	6,000.00
	Legal collection (setup and 1 year update)	3,075.00
		\$ 9,775.00

NOTE: The Library will be open all holidays except Thanksgiving, Christmas, and New Year's Day.

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 17, 1982

TO: The Board of City Commissioners

FROM:

CITY ATTORNEY *[Signature]*

SUBJECT: Cooperative Agreement No. 98 -- Gibson Road between Warm Springs Road and Boulder Highway

PURPOSE/BACKGROUND

Regional Transportation Commission Cooperative Agreement No. 98 provides for the design and right-of-way acquisition for roadway improvements in Gibson Road between Warm Springs Road and Boulder Highway. Since this project lies partially within the corporate boundaries of the City of Henderson and partially in the unincorporated area of Clark County, Henderson and the County have agreed that this contract will be administered and paid for exclusively by that City, subject to reimbursement for design costs, in an amount not to exceed \$40,000, right-of-way drawings, title reports and appraisals, in an amount not to exceed \$7,500.00, and right-of-way acquisition costs, in an amount not to exceed \$200,000.00, by the Regional Transportation Commission.

Therefore, the only action required of the City of Las Vegas by this Agreement is its approval thereof as a participating member of the Regional Transportation Commission.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Cooperative Agreement No. 98 be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

DISPOSITION

Approved ☐
 Disapproved ☐
 Held ☐

Status Due: _____

70-2-10

Agenda Item

V-B

98

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Henderson, a municipal corporation, the City of North Las Vegas, a municipal corporation, and the City of Las Vegas, a municipal corporation.

WHEREAS, pursuant to Chapter 373 Nevada Revised Statutes, a project thereunder to design and purchase right-of-way for roadway improvements for Gibson Road between Warm Springs Road and Boulder Highway, being located partially within the City of Henderson and partially within the County, has been approved by the Regional Transportation Commission.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the Regional Transportation Commission of Clark County authorizes the City of Henderson to proceed with design and purchase of right-of-way of this project as follows:

SECTION I - SCOPE OF PROJECT

This cooperative agreement applies to improvements associated with Gibson Road between Warm Springs Road and Boulder Highway. The basic improvement made will result in a two travel lane street including drainage facilities, traffic control features such as signals, and pavement markings.

SECTION II - PROJECT COSTS

The Regional Transportation Commission of Clark County agrees to provide funding for project costs according to Section 6.1 REIMBURSABLE COSTS of the Policies and Procedure Manual of the Regional Transportation Commission within the limits specified below:

1. The preliminary engineering and design costs not to exceed \$40,000 or 8% of the construction cost, whichever is less.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required and obtain the appraisals at a cost not to exceed \$7,500.

3. The acquisition cost of the right-of-way not to exceed \$200,000. Reimbursable expenses incurred for the right-of-way acquisition not to exceed \$9,000.
4. The total cost of this contract shall not exceed \$256,500 which includes all the above items.

A written request must be made to the Regional Transportation Commission of Clark County and a supplemental agreement approved to increase any of the amounts noted above prior to payment of any additional funds.

SECTION III - GENERAL

- 1) The title sheet of both the plans and specifications shall show the Regional Transportation Commission of Clark County as the funding agency.
- 2) Preliminary engineering and design work shall be performed by the City of Henderson.
- 3) The right-of-way appraisals shall be approved by the Regional Transportation Commission and the Clark County Commissioners prior to proceeding with acquisition.
- 4) The City of Henderson shall acquire the necessary right-of-way.
- 5) The items covered must be completed to the satisfaction of the Regional Transportation Commission of Clark County prior to June 30, 1983. The Regional Transportation Commission may, at anytime thereafter, terminate this agreement and require all sums advanced to the City of Henderson be repaid.

APPROVED AS TO LEGALITY:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action

April 20, 1982

CLARK COUNTY

Manuel Cortez
MANUEL CORTEZ, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

CITY COMMISSION MINUTES - MAY 19, 1982

CITY OF HENDERSON

0177

Date of Council Action:

May 17, 1982

Leroy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy J. Vondenbrink
DOROTHY VONDENBRINK, City Clerk

Date of Council Action:

May 19, 1982

CITY OF NORTH LAS VEGAS

Theron H. Goynes
JAMES SERSTRAND, Mayor
Or/ Theron H. Goynes, Mayor Pro Tempore

ATTEST:

Esther J. Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

May 19, 1982

CITY OF LAS VEGAS

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol G. Hawley
CAROL HAWLEY, City Clerk

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 18, 1982TO: The Board of City CommissionersFROM: CITY ATTORNEYSUBJECT: Cooperative Agreement No. 97 -- Jones Boulevard between
Tropicana Avenue and Spring Mountain Road**PURPOSE/BACKGROUND**

Regional Transportation Commission Cooperative Agreement No. 97 provides for the design and construction of roadway improvements in Jones Boulevard between Tropicana Avenue and Spring Mountain Road. Since this project lies wholly within the unincorporated area of Clark County, it will be administered and paid for exclusively by the County, subject to reimbursement for design, field staking, construction inspection and testing, in an amount not to exceed \$89,000.00, right-of-way drawings, title reports and appraisals, in an amount not to exceed \$2,000.00, right-of-way acquisition costs, in an amount not to exceed \$36,000.00, and construction costs, in an amount not to exceed \$596,000.00, by the Regional Transportation Commission.

Therefore, the only action required of the City of Las Vegas by this Agreement is its approval thereof as a participating member of the Regional Transportation Commission.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 97 be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

78-2-10

Agenda Item _____

V-C

COOPERATIVE AGREEMENT FOR REGIONAL
TRANSPORTATION COMMISSION FUNDING

THIS Agreement made and entered into as of the 20th day of April, 1982, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, the CITY OF HENDERSON, a municipal corporation, the CITY OF LAS VEGAS, a municipal corporation and the CITY OF NORTH LAS VEGAS, a municipal corporation.

W I T N E S S E T H

WHEREAS, the Regional Transportation Commission of Clark County, hereinafter referred to as "Commission," was created by county ordinance as authorized by Chapter 373 of the Nevada Revised Statutes; and

WHEREAS, The Commission has approved the funding of Jones Boulevard between Tropicana Avenue and Spring Mountain Road hereinafter referred to as "Project," from the proceeds of the county excise tax on motor vehicle fuel.

NOW, THEREFORE, in consideration of the promises and the covenants and conditions herein contained the parties agree as follows:

SECTION I - SCOPE OF PROJECT

1. That the Project shall be funded, within the limits set forth in Section II - Project Costs, from the proceeds of the county excise tax on motor vehicle fuel with the basic improvements to consist of: four travel lanes, roadway drainage facilities, median islands, traffic control features such as signals and pavement markings.
2. That the COUNTY OF CLARK, hereinafter referred to as "Entity," shall be the party that will administer and supervise the Project as set forth in the current Policies and Procedures Manual of the Commission except as may be specifically superseded by the terms of this Agreement.

SECTION II - PROJECT COSTS

0180

1. The engineering costs for design, field staking, construction inspection and testing will be reimbursed not to exceed \$89,000 or 15% of the construction cost, whichever is less. No preliminary engineering and design work completed prior to the date of this Agreement shall be reimbursed.
2. Preparation of right-of-way drawings, descriptions, title reports of the right-of-way required, obtain the appraisals, and right-of-way acquisition expenses at a cost not to exceed \$2,000.
3. The acquisition cost of the right-of-way not to exceed \$36,000.
4. The total construction cost not to exceed \$596,000 including change orders and force accounts, etc.
5. The total amount to be funded pursuant to this Agreement shall not exceed the sum of \$723,000 which includes all of the above items.

A written request must be made to the Commission and a supplemental agreement approved to increase any of the amounts noted above prior to payment of any additional funds.

SECTION III - GENERAL

1. The title sheet of both the plans and specifications shall show the Commission as the funding agency.
2. Preliminary engineering and design work shall be performed by the Entity.
3. The right-of-way appraisals shall be approved by the Commission and the Board of Clark County Commissioners prior to proceeding with acquisition.
4. The Entity shall acquire the necessary right-of-way.
5. If the Entity must acquire any right-of-way for the Project by eminent domain the Entity shall be reimbursed for all monies which it is

required to pay pursuant to order or judgment made by the Court any other provision of this Agreement notwithstanding. This paragraph does not apply to stipulated settlements in eminent domain which are in excess of the authorized appraisals unless the same are first approved by the Regional Transportation Commission and Board of County Commissioners.

6. The construction of said Project shall be by private contractor. The construction contract for said Project shall be let by the Entity after duly advertising for bids in accordance with N.R.S. 332, Local Government Purchasing Act.
7. Construction costs shall be paid directly to the contractor based on estimates prepared by the Entity.
8. Change orders not in excess of \$10,000 each may be authorized by the Entity, not to exceed an aggregate of 10% of the base bid, whichever is less. The Commission must approve for eligibility of funding.
9. Field staking and construction inspection shall be performed by the Entity.
10. Upon completion of the construction of the Project it shall be maintained by the Entity. In the event a portion of the Project shall be within the jurisdictional boundary of another Party to this Agreement that Party shall maintain the portion of the Project which is included within its jurisdictional boundary. No funding is provided by this Agreement for such maintenance.
11. The Project herein funded must be completed to the satisfaction of the Commission prior to March 1, 1984. The Commission may, at any time thereafter, terminate this Agreement and require the Entity to repay to the Commission all sums advanced pursuant to this Agreement.
12. It is understood and agreed that the purpose of this Agreement is to fund the Project as hereinabove set forth. It is further understood and agreed that the Entity is responsible for the design and construction of the Project and will hold the other Parties to this Agreement and the Commission harmless for any liability therefore except the funding provided by this Agreement.

CITY COMMISSION MINUTES - MAY 19, 1982

SECTION IV - SPECIAL CONDITIONS

0182

A special improvement district will be formed in conjunction with the Project. Sidewalks, curbs, gutters, street lights, and an eleven foot parking lane will be incorporated into the design of the project.

COUNTY OF CLARK

Date of Commission Action:

April 20, 1982

By

Manuel Cortez
MANUEL CORTEZ, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

APPROVED AS TO FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

CITY OF HENDERSON

Date of Council Action:

May 17, 1982

By

Leroy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy A. Vondensbrink
DOROTHY VONDENBRINK, City Clerk

CITY OF LAS VEGAS

Date of Commission Action:

May 19, 1982

By

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Hawley
CAROL HAWLEY, City Clerk

CITY OF NORTH LAS VEGAS

Date of Council Action:

May 19, 1982

By

Theron H. Goynes
JAMES SEASTRAND, Mayor

Or: Theron H. Goynes, Mayor Rps Tempore

ATTEST:

Esther M. Borden
ESTHER M. BORDEN, City Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 18, 1982

TO: The Board of City Commissioners

FROM: CITY ATTORNEY *[Signature]*

SUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement No. 36a -- Eastern Avenue between Sahara Avenue and Charleston Boulevard

PURPOSE/BACKGROUND

In June of 1971, the participating members of the Regional Transportation Commission approved and executed a cooperative agreement for the construction of Eastern Avenue between Sahara Avenue and Charleston Boulevard within the City of Las Vegas. Reevaluation of the project reveals that certain costs inherent therein have increased and, accordingly, the financial commitments relative to the right-of-way acquisition costs provided for in said agreements now require adjustment.

The Supplemental Cooperative Agreement before you increases the amount of the right-of-way costs for which the City of Las Vegas is entitled to reimbursement from the Regional Transportation Commission to a total of \$49,784.23.

FISCAL IMPACT

Since the increased costs will be fully reimbursed to the City, there will be no ultimate fiscal impact.

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 36a be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

DISPOSITION

Approved ☐
 Disapproved ☐
 Held ☐

Status Due: _____

#36a

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Henderson, a municipal corporation, the City of North Las Vegas, a municipal corporation, and the City of Las Vegas, a municipal corporation.

WHEREAS, pursuant to Chapter 373 Nevada Revised Statutes, a project thereunder to purchase right-of-way and to design and construct roadway improvements for Eastern Avenue between Sahara Avenue and Charleston Boulevard being located wholly within the City of Las Vegas, has been approved by the Regional Transportation Commission.

WHEREAS, pursuant thereto, during June, 1971, a Cooperative Agreement was entered into between the County of Clark and the City of Las Vegas; and

WHEREAS, reevaluation of the project and recent financial conditions of the participating governmental entities has shown that financial commitments of said entities to the project now require adjustment.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually understood and agreed as follows:

1. Section 2 of the agreement shall be changed to read:

2. The CITY shall prepare the necessary right-of-way drawings and descriptions of the right-of-way required for this project and obtain the appraisals. The CITY shall acquire the necessary right-of-way and the Regional Transportation Commission will reimburse the City the actual cost, not to exceed the appraised value for each parcel, plus total expenses incurred. The total cost to the Regional Transportation Commission excluding the right-of-way acquisition shall not exceed \$49,784.23.

The appraisals shall be approved by the Regional Transportation Commission and the COUNTY before proceeding with acquisition.

CITY COMMISSION MINUTES - MAY 19, 1982

0185

APPROVED AS TO LEGALITY:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:
April 20, 1982

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

CLARK COUNTY

Manuel Cortez
MANUEL CORTEZ, Chairman

Date of Council Action:
May 17, 1982

ATTEST:

Dorothy Wendenbrink
DOROTHY WONDENBRINK, City Clerk

CITY OF HENDERSON

Leroy Zike
LEROY ZIKE, Mayor

Date of Council Action:
May 19, 1982

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

CITY OF NORTH LAS VEGAS

James Seastrand
JAMES SEASTRAND, Mayor
Or/ Theron E. Coyne, Mayor Pro Tempore

Date of Commission Action:
May 19, 1982

ATTEST:

Carol Hawley
CAROL HAWLEY, City Clerk

CITY OF LAS VEGAS

William H. Briare
WILLIAM H. BRIARE, Mayor

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 17, 1982

TO: The Board of City Commissioners

FROM:

City Attorney *[Signature]*

SUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement No. 37b -- Bonanza Road between Eastern Avenue and Nellis Boulevard

PURPOSE/BACKGROUND

In June of 1971, the participating members of the Regional Transportation Commission approved and executed a cooperative agreement for the construction of Bonanza Road between Eastern Avenue and Nellis Boulevard within the City of Las Vegas. The original agreement was subsequently amended in February of 1972. Reevaluation of the project reveals that certain costs inherent therein have increased and, accordingly, the financial commitments relative to the engineering costs provided for in said agreement, as amended, now require adjustment.

The Supplemental Cooperative Agreement before you increases the amount of the design engineering costs for which the City of Las Vegas is entitled to reimbursement from the Regional Transportation Commission to a total of \$161,922.42.

FISCAL IMPACT

Since the increased costs will be fully reimbursed to the City, there will be no ultimate fiscal impact.

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 37b be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

DISPOSITION

Approved ☐
 Disapproved ☐
 Held ☐

Status Due: _____

79-2-10

Agenda Item

V-E

#37b

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Henderson, a municipal corporation, the City of North Las Vegas, a municipal corporation, and the City of Las Vegas, a municipal corporation.

WHEREAS, pursuant to Chapter 373 Nevada Revised Statutes, a project thereunder to purchase right-of-way and to design and construct roadway improvements for Bonanza Road between Eastern Avenue and Nellis Boulevard being located wholly within the City of Las Vegas, has been approved by the Regional Transportation Commission; and

WHEREAS, pursuant thereto, during June, 1971 and amended February, 1972, a Cooperative Agreement was entered into between the County of Clark, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson; and

WHEREAS, the construction of this project is being funded from Clark County Road Bond proceeds; and

WHEREAS, reevaluation of the project and recent financial conditions of the participating governmental entities has shown that financial commitments of said entities to the project now require adjustment.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually understood and agrees as follows:

1. Section 1 of the agreement shall be changed to read:

1. All preliminary engineering and design work for said project shall be performed by the City of Las Vegas, and all costs for same shall be reimbursed by the Regional Transportation Commission of Clark County not to exceed \$161,922.42.

CITY COMMISSION MINUTES - MAY 19, 1982

0188

APPROVED AS TO LEGALITY:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

April 20, 1982

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

CLARK COUNTY

Manuel Cortez
MANUEL CORTEZ, Chairman

Date of Council Action:

May 17, 1982

ATTEST:

Dorothy Wendenbrink
DOROTHY WONDENBRINK, City Clerk

CITY OF HENDERSON

Leroy Zike
LEROY ZIKE, Mayor

Date of Council Action:

May 19, 1982

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

CITY OF NORTH LAS VEGAS

Theron H. Goynes
JAMES SEASTRAND, Mayor
Or/ Theron H. Goynes, Mayor Pro Tempore

Date of Commission Action:

May 19, 1982

ATTEST:

Carol G. Hawley
CAROL HAWLEY, City Clerk

CITY OF LAS VEGAS

William H. Briare
WILLIAM H. BRIARE, Mayor

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 17, 1982

TO: The Board of City Commissioners

FROM: CITY ATTORNEY *George F. Gilman*

SUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement No. 42b -- Carey Avenue between I-15 and Donna Street

PURPOSE/BACKGROUND

In November of 1971, the participating members of the Regional Transportation Commission approved and executed a cooperative agreement for the construction of Carey Avenue between I-15 and Donna Street. Since this project lies wholly within the corporate boundaries of the City of North Las Vegas, it was to be and will continue to be administered and paid for by that City, subject to reimbursement from the Regional Transportation Commission. The original agreement was subsequently amended in December of 1974.

Reevaluation of the project reveals that certain costs inherent therein have increased and, accordingly, the financial commitments relative to the right-of-way acquisition expenses and costs provided for in said agreement now require adjustment.

The Supplemental Cooperative Agreement before you increases the amount of the expenses for right-of-way drawings, descriptions and appraisals to which the City of North Las Vegas is entitled to reimbursement from the Regional Transportation Commission to a total of \$14,917.94 and increases the amount of the right-of-way acquisition costs for which the City of North Las Vegas is entitled to reimbursement from the Regional Transportation Commission to a total of \$49,735.00.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 42b be approved and that the mayor be authorized to execute the same on behalf of the City of Las Vegas.

DISPOSITION

Approved ☐
 Disapproved ☐
 Held ☐

Status Due: _____

79-3-10

Agenda Item

V-F

#42b

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Henderson, a municipal corporation, the City of North Las Vegas, a municipal corporation, and the City of Las Vegas, a municipal corporation.

WHEREAS, pursuant to Chapter 373 Nevada Revised Statutes, a project thereunder to purchase right-of-way and to design and construct roadway improvements for Carey Avenue between I-15 and Donna Street being located wholly within the City of North Las Vegas, has been approved by the Regional Transportation Commission; and

WHEREAS, pursuant thereto, during November, 1971, as amended December, 1974, a Cooperative Agreement was entered into between the County of Clark, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson; and

WHEREAS, reevaluation of the project and recent financial conditions of the participating governmental entities has shown that financial commitments of said entities to the project now require adjustment.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually understood and agrees as follows:

1. Section 3 of the agreement shall be changed to read:

3. The CITY shall prepare the necessary right-of-way drawings and descriptions of the right-of-way required for this project and obtain the appraisals at a cost to the Regional Transportation Commission not to exceed \$14,917.94 including expenses incurred acquiring the right-of-way.

The appraisals shall be approved by the Regional Transportation Commission and the COUNTY before proceeding with acquisition.

CITY COMMISSION MINUTES - MAY 19, 1982

The CITY shall acquire the necessary right-of-way. The Regional Transportation Commission will reimburse the CITY up to \$49,735 for the purchase of the right-of-way.

0191

APPROVED AS TO LEGALITY:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

April 20, 1982

CLARK COUNTY

Manuel Cortez
MANUEL CORTEZ, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

CITY OF HENDERSON

Date of Council Action:

May 17, 1982

Leroy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy Vondenerink
DOROTHY VONDENERINK, City Clerk

CITY OF NORTH LAS VEGAS

Date of Council Action:

May 19, 1982

James Sealstrand
JAMES SEALSTRAND, Mayor

Or/ Theron H. Goynes, Mayor-Pro Tempore

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

CITY OF LAS VEGAS

Date of Commission Action:

May 19, 1982

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Hawley
CAROL HAWLEY, City Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 18, 1982

TO: The Board of City Commissioners

FROM:

CITY ATTORNEY *[Signature]*

SUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement No. 64b -- Intersection of Eastern Avenue, Charleston Boulevard and Fremont Street

PURPOSE/BACKGROUND

In July of 1977, the participating members of the Regional Transportation Commission approved and executed a cooperative agreement for the construction of intersection improvements and necessary approaches at Eastern Avenue, Charleston Boulevard and Fremont Street within the City of Las Vegas. The original agreement was subsequently amended to add the State of Nevada as a participant in August of 1977.

Reevaluation of the project reveals that certain costs inherent therein have increased and, accordingly, the financial commitments relative to the engineering costs and right-of-way acquisition expenses provided for in said agreement, as amended, now require adjustment.

The Supplemental Cooperative Agreement before you increases the amount of the design and construction engineering costs to which the City of Las Vegas is entitled to reimbursement from the Regional Transportation Commission to a total of \$166,546.35, increases the amount of the expenses for right-of-way drawings, descriptions and appraisals which the City of Las Vegas is entitled to reimbursement from the Regional Transportation Commission to a total of \$7,429.08 and increases the amount of State participation in the costs of the project to a total of \$440,080.50.

FISCAL IMPACT

Since the increased costs will be fully reimbursed to the City, there will be no ultimate fiscal impact.

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 64b be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

V-G

#64b

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Henderson, a municipal corporation, the City of North Las Vegas, a municipal corporation, and the City of Las Vegas, a municipal corporation.

WHEREAS, pursuant to Chapter 373 Nevada Revised Statutes, a project thereunder to construct intersection improvements and necessary approaches, at Charleston Boulevard, Eastern Avenue and Fremont Street being located partially within the City of Las Vegas, and partially within Clark County, has been approved by the Regional Transportation Commission; and

WHEREAS, pursuant thereto, during July, 1977, a Cooperative Agreement was entered into between the County of Clark, the City of Las Vegas, the City of North Las Vegas, the City of Henderson, and the State of Nevada Department of Transportation; and

WHEREAS, reevaluation of the project and recent financial conditions of the participating governmental entities has shown that financial commitments of said entities to the project now require adjustment.

WITNESSETH

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually understood and agreed as follows:

1. Section 1 of the agreement shall be changed to read:

1. All preliminary engineering, design work, field staking together with construction inspection including all necessary testing to ensure compliance with the specifications shall be performed by the City. Costs in performing such services shall be reimbursed by Regional Transportation Commission not to exceed \$166,546.35.

2. Section 6 of the agreement shall be changed to read:

6. The CITY shall prepare the necessary right-of-way drawings and descriptions of the right-of-way required for this project and obtain the appraisals at a cost to the Regional Transportation Commission not to exceed \$7,429.08 including acquisition expenses incurred excepting the cost of the right-of-way. Regional Transportation Commission will reimburse the CITY the appraised value of each parcel unless pursuant to a judgement of condemnation, then the judgement shall prevail. The CITY shall acquire the necessary right-of-way.

3. Section 11 of this agreement shall be deleted.

4. Section 22 of this agreement shall be changed to read:

The maximum participation by the State shall not exceed \$410,080.50 including change orders.

APPROVED AS TO LEGALITY:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

April 20, 1982

CLARK COUNTY

Manuel Cortez
MANUEL CORTEZ, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

CITY OF HENDERSON

Date of Council Action:

May 17, 1982

Leroy Zirk
LEROY ZIRK, Mayor

ATTEST:

Dorothy Wendenbrink
DOROTHY WONDENBRINK, City Clerk

CITY COMMISSION MINUTES - MAY 19, 1982

CITY OF NORTH LAS VEGAS

0195

Date of Council Action:

May 19, 1982

Theron H. Goynes
JAMES SERSTRAND, Mayor

Or/ Theron H. Goynes, Mayor Pro Tempore

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

CITY OF LAS VEGAS

Date of Commission Action:

May 19, 1982

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Hawley
CAROL HAWLEY, City Clerk

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 196

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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ITEM

Commission Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

- A. BILL NO. 82-21 - REMOVES CERTAIN RESTRICTIONS WHICH PRESENTLY APPLY TO NON-PROFIT CLUB GENERAL LIQUOR LICENSES.
Committee: Commissioners Levy and Woofter
1st Publication: Review-Journal, 5/12/82
Committee Recommendation:
Adoption at the 5/19/82 City Commission meeting.

Levy -
Second Reading and
BILL ADOPTED AS
AMENDED (1st Amend.)
Unanimous
(Christensen excused)

Clerk to proceed
with second
publication.

- B. BILL NO. 82-22 - ORDINANCE LEVYING ASSESSMENTS, SPECIAL IMPROVEMENT DISTRICT NO. 429. IMPROVEMENTS: IMPROVEMENTS INCLUDE THE INSTALLATION OF CONCRETE CURBS AND GUTTERS, SIDE-WALKS AND STREET LIGHTING. LOCATION: ON WASHINGTON AVENUE FROM MAIN STREET TO LAS VEGAS BOULEVARD. STEP REQUIREMENT.
Committee: Commissioners Levy and Woofter
1st Publication: Review-Journal, 5/12/82
Committee Recommendation:
Adoption at the 5/19/82 City Commission meeting as per First Amendment.

Levy -
Second Reading and
BILL ADOPTED as per
First Amendment.
Unanimous
(Christensen excused)

Clerk to proceed
with second
publication.

APPROVED AGENDA ITEM

Ashley Hall

AFFIDAVIT OF POSTING

0197

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss
CITY OF LAS VEGAS)

Thomas Young, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 5th day of May, 1982, at the hour of 8:45 there were posted copies of a NOTICE, the attached of which is a true and correct copy, of an INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 P.M. on Monday, May 10, 1982, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

1. In the United States Post Office (Downtown), 301 Stewart Avenue;
2. In the Federal Building, 300 Las Vegas Boulevard South;
3. In the Clark County Courthouse, 200 East Carson Avenue;
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the Court Clerk's office); and
5. On the Special Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the City Commission Chambers).

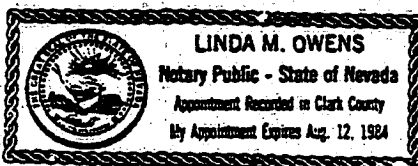
Thomas Young
SIGNATURE

Monroe S. Service
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

5th day of MAY, 1982

Linda M. Owens
NOTARY PUBLIC in and for said County
and State. My Commission expires:



AFFIDAVIT OF MAILING

019

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

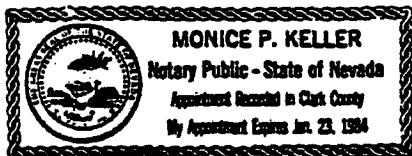
Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 5th day of May, 1982, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 P.M. on Monday May 10, 1982, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, of which the attached is a true and correct copy, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

Loretta A. Hall
SIGNATURE (an employee in the Office
of the CITY CLERK)

Subscribed and sworn to before me this

5th day of May, 1982

Monice P. Keller
NOTARY PUBLIC in and for said County
and State. My Commission expires:



N O T I C E

MAY 5, 1982 0199

The following Bills, proposed for adoption by the Board of City Commissioners of the City of Las Vegas, Nevada, will be the subject of PUBLIC COMMENT before the respective Recommending Committees, at the hour of 4:00 P.M., Monday, May 10, 1982, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 82-21 - REMOVES CERTAIN RESTRICTIONS WHICH PRESENTLY APPLY TO NON-PROFIT CLUB GENERAL LIQUOR LICENSES.

Committee: Commissioners Levy and Woofter

- B. BILL NO. 82-22 - SPECIAL IMPROVEMENT DISTRICT NO. 429; STEP REQUIREMENTS (ORDINANCE LEVYING ASSESSMENTS); LOCATION: ON WASHINGTON AVENUE FROM MAIN STREET TO LAS VEGAS BOULEVARD; IMPROVEMENTS: THE IMPROVEMENTS INCLUDE THE INSTALLATION OF CONCRETE CURBS AND GUTTERS, SIDEWALKS AND STREET LIGHTING.

Committee: Commissioners Levy and Woofter

- C. BILL NO. 82-23 - SPECIAL IMPROVEMENT DISTRICT NO. 426; STEP REQUIREMENTS (ORDINANCE LEVYING ASSESSMENTS); LOCATION: CHARLESTON BOULEVARD FROM APPROXIMATELY 6TH STREET TO 10TH STREET; IMPROVEMENTS: THE IMPROVEMENTS INCLUDE THE INSTALLATION OF STREET LIGHTING, STANDARD CONCRETE SIDEWALKS AND STANDARD COMMERCIAL DRIVEWAY OPENINGS.

Committee: Commissioners Levy and Woofter

ALL INTERESTED PERSONS ARE INVITED TO ATTEND

(Attendance will be noted and a tape recording of the proceedings will be kept on file in the office of the City Clerk until final disposition of any proposed Bill.)

(Copies of the above Bills can be obtained through the office of the City Clerk, Monday through Friday, 8:00 A.M. to 5:00 P.M.)

CITY OF LAS VEGAS

Date

0200

INTER-OFFICE MEMORANDUM

May 11, 1982

TO:

FILE

FROM:

Linda
LINDA M. OWENS
Deputy City Clerk

SUBJECT:

RECOMMENDING COMMITTEE MEETING -
MAY 10, 1982

COPIES TO:

Agenda Blue Books for 5/19/82
City Attorney
Community Planning & Development Dept.
Business Activity
Public Services
Metropolitan Police Dept.
Building & Safety

MEETING HELD: 4:00 P.M., May 10, 1982, City Manager's Conference Room - 10th Floor, City Hall. Meeting adjourned at 4:08 P.M.

PRESENT: Commissioner Levy
Commissioner Woofter
Russell Dorn, City Manager
Don Saylor, Deputy City Manager
Jan Stewart, Deputy City Attorney
Jerry Ashenfelter, Deputy Director Business Activity
Jerry Ralya, Las Vegas SUN
Linda Owens, Deputy City Clerk
Sandra Davis, Deputy City Clerk

A. BILL NO. 82-21 - REMOVES CERTAIN RESTRICTIONS WHICH PRESENTLY APPLY TO NON-PROFIT CLUB GENERAL LIQUOR LICENSES.

Committee: Commissioners Levy and Woofter

No one spoke in opposition to this bill. Committee recommends adoption at the 5/19/82 City Commission Meeting.

B. BILL NO. 82-22 - SPECIAL IMPROVEMENT DISTRICT NO. 429; STEP REQUIREMENTS (ORDINANCE LEVYING ASSESSMENTS); LOCATION: ON WASHINGTON AVENUE FROM MAIN STREET TO LAS VEGAS BOULEVARD; IMPROVEMENTS: THE IMPROVEMENTS INCLUDE THE INSTALLATION OF CONCRETE CURBS AND GUTTERS, SIDEWALKS AND STREET LIGHTING.

Committee: Commissioners Levy and Woofter

Deputy City Attorney Jan Stewart, stated that on page 7, line 27, the blank needed to be filled in with 9% as the interest rate and on the first page of the notice where it says 7%, it should read 9%. No one spoke in opposition to this bill. Committee recommended adoption as per changes at the 5/19/82 City Commission Meeting.

Recommending Committee

May 10, 1982

Page 2

- C. BILL NO. 82-23 - SPECIAL IMPROVEMENT DISTRICT NO. 426; STEP REQUIREMENTS (ORDINANCE LEVYING ASSESSMENTS); LOCATION: CHARLESTON BOULEVARD FROM APPROXIMATELY 6TH STREET TO 10TH STREET; IMPROVEMENTS: THE IMPROVEMENTS INCLUDE THE INSTALLATION OF STREET LIGHTING, STANDARD CONCRETE SIDEWALKS AND STANDARD COMMERCIAL DRIVEWAY OPENINGS.

Committee: Commissioners Levy and Woofter

Deputy City Attorney Jan Stewart, advised that on page 7, line 1, the interest rate is 9% and on the notice, line 30, should be 9%. No one spoke in opposition to this bill. Committee recommended adoption as per the changes at the 5/19/82 City Commission Meeting.

City of Las Vegas

0202

AGENDA DOCUMENTATION

Date: May 3, 1982

TO: The Board of City Commissioners

FROM:

CITY ATTORNEY

SUBJECT: Bill No. 82-21 -- Removes certain restrictions which presently apply to non-profit club general liquor licenses

PURPOSE/BACKGROUND

When the City's new liquor control ordinance was adopted on October 17, 1980, it provided that non-profit club general licenses could not be transferred and that the holder of each such license which was in existence at that time would have through October 31, 1983, in which to comply with all of the elements of the definition of "non-profit club". The elements of that definition are that the licensee must (i) be a non-profit corporation, a non-profit association or a non-profit organization which is organized or qualified to do business and operating under the laws of the State of Nevada, (ii) maintain a tax exempt status granted by the United States Internal Revenue Service (iii) have at the time of application for its license and continuously maintain thereafter a bona fide membership of at least 100 dues paying members over the age of 21 years, (iv) have been in continuous existence for at least two years prior to the application for its license and (v) own or lease and operate or maintain a club house, club room or meeting room in a permanent location. The purpose of the prohibition against transferability and the requirement of compliance with the "non-profit club" definition was to deter the proliferation of club licenses, to assist the Department of Business Activity in the administration and enforcement of the liquor control ordinance as it relates to club licenses and to prevent club licenses from being used to circumvent the provisions of the liquor control ordinance which applied to general on-sale licenses.

It is now felt, however, that these restrictions may be somewhat too severe as they apply to club licenses which were in existence on the date of the adoption of the new liquor control ordinance and that the same objectives could be achieved if the ordinance provided that such a license is transferable only to a corporation, association or organization which has the same organizational structure as the transferor and the use and location are restricted to a use which is similar to that conducted by the transferor at the time of transfer and to the location which was occupied by the transferor for such use at the time of transfer. Bill No. 82-21, therefore, replaces the absolute prohibition against the transferability of a non-profit club license with the modified restriction on transferability last mentioned and repeals the requirement of compliance with the definition of "non-profit club".

FISCAL IMPACTRECOMMENDATIONS

It is recommended that the Board of City Commissioners take the appropriate steps to adopt this Ordinance.

DISPOSITION

Approved ☐
 Disapproved ☐
 Held ☐

Status Due: _____

Agenda Item

VI - A

City of Las Vegas

AGENDA DOCUMENTATION

Date: April 26, 1982

TO: The Board of City Commissioners

FROM: GEORGE F. OGILVIE
City AttorneySUBJECT: BILL NO. 82-22 ORDINANCE LEVYING ASSESSMENTS - SPECIAL IMPROVE-
MENT DISTRICT NO. 429PURPOSE/BACKGROUND

S.I.D. NO.

429

STEP NO.

25D - Ordinance Levying Assess-
ments

IMPROVEMENTS

Improvements include the in-
stallation of concrete curbs
and gutters, sidewalks and
street lighting.

LOCATION

On Washington Avenue from
Main Street to Las Vegas
BoulevardFISCAL IMPACTRECOMMENDATIONSIt is recommended that the Board of City Commissioners take the
appropriate steps to adopt this Ordinance.DISPOSITIONApproved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

VI - B

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0204
May 19, 1982

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Commission Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES
(Continued)

- C. BILL NO. 82-23 - ORDINANCE LEVYING ASSESSMENTS, SPECIAL IMPROVEMENT DISTRICT NO. 426 IMPROVEMENTS: IMPROVEMENTS INCLUDE THE INSTALLATION OF STREET LIGHTING, STANDARD CONCRETE SIDEWALKS AND STANDARD COMMERCIAL DRIVEWAY OPENINGS. LOCATION: CHARLESTON BOULEVARD FROM APPROXIMATELY 6TH STREET TO 10TH STREET. STEP REQUIREMENT.

Committee: Commissioners Levy and Woofter

1st Publication: Review-Journal, 5/12/82

Committee Recommendation:

Adoption at the 5/19/82 City Commission meeting as per First Amendment.

Levy -
Second Reading and
BILL ADOPTED as per
First Amendment.
Unanimous
(Christensen excused)

Clerk to proceed
with second
publication.

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

AGENDA DOCUMENTATION

Date: April 26, 1982

TO: The Board of City Commissioners

FROM: GEORGE F. OGILVIE
City AttorneySUBJECT: BILL NO. 82-23 ORDINANCE LEVYING THE ASSESSMENTS - SPECIAL
IMPROVEMENT DISTRICT NO. 426PURPOSE/BACKGROUND

S.I.D. NO.

426

STEP NO.

25D - Ordinance Levying Assessments.

IMPROVEMENTS

Improvements include the installation of street lighting, standard concrete sidewalks and standard commercial driveway openings.

LOCATION

Charleston Boulevard from approximately 6th Street to 10th Street.

FISCAL IMPACTRECOMMENDATIONS

It is recommended that the Board of City Commissioners take the appropriate steps to adopt this Ordinance.

DISPOSITIONApproved ☐
Disapproved ☐
Held ☐

Status Due: _____

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0206

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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May 19, 1982

ITEM

Commission Action

Department Action

VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE

A. Bill No. 82-24 -- Annexation No. A-15-80(A)

Property Located: North side of Sahara Ave.
approximately 600 feet
west of Jones Boulevard

Petitioned By: Nevada Power Company

Acreage: Approximately 0.50 acres

Zoned: R-E (County classification)
N-U (City equivalent)

Sponsored by: Commissioner Ron Lurie

First Reading and
Referred -
Lurie & Levy

5/24/82 Agenda
Recommending
Committee

B. Bill No. 82-25 -- Revised Title X, Chapter 35 on Rock Concerts as part of recodification.

Sponsored by: Commissioner Ron Lurie

First Reading and
Referred and -
Lurie & Levy

5/24/82 Agenda
Recommending
Committee

C. Bill No. 82-26 -- Revises Chapter regulating Bath Houses as part of recodification

Sponsored By: Commissioner Ron Lurie
Commissioner Al Levy

First Reading and
Referred -
Lurie & Levy

5/24/82 Agenda
Recommending
Committee

D. Bill No. 82-27 -- Revises Chapter on Retail Demonstration Merchandise Sales Stores to conform with licensing procedure established by recodification

Sponsored by: Commissioner Ron Lurie

First Reading and
Referred -
Lurie & Levy

5/24/82 Agenda
Recommending
Committee

E. Bill No. 82-28 -- Amends Vacation Certificate Chapter to make it consistent with LVC Title V, Chapter 4 which applies to all privileged businesses

Sponsored By: Commissioner Ron Lurie

First Reading and
Referred -
Lurie & Levy

5/24/82 Agenda
Recommending
Committee

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0207

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE May 19, 1982
PHONE 386-6011

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ITEM

Commission Action

Department Action

VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE (cont.)

F. Bill No. 82-29 -- Eliminates ambiguity with respect to business license fee for real estate brokers.

Sponsored by: Commissioner Ron Lurie

First Reading and
Referred -
Lurie & Levy

5/24/82 Agenda
Recommending
Committee

G. Bill No. 82-30 -- Amends the City Code to delete wood shingles and shakes as roofing materials on all buildings except single family dwellings unless they are fire retardant treated.

Sponsored By: Commissioner Ron Lurie

First Reading and
Referred -
Lurie & Levy

5/24/82 Agenda
Recommending
Committee

H. Bill No. 82-31 -- Amends City's Fire Code by removing provision relating to fire hydrant setbacks.

Sponsored by: Commissioner Paul Christensen

First Reading and
Referred -
Christensen & Lurie

5/24/82 Agenda
Recommending
Committee

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0208

May 19, 1982

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS

- A. PUBLIC HEARING on the improvement of certain streets and parts thereof and proposed assessments within the proposed Las Vegas, Nevada, SPECIAL IMPROVEMENT DISTRICT NO. 420.

Location: On Jones Boulevard north from approximately Charleston Boulevard to Evergreen and from Vegas Drive to Smoke Ranch Road.

Improvements: Improvements consist of parking lanes, driving lanes, curbs and gutters, sidewalks and street lights.

Lurie -
APPROVED SID #420
Unanimous
(Christensen excused)

Staff to proceed
Jim Gist presents information.

No one appeared in opposition.

APPROVED AGENDA ITEM

Ashley Hall

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOFER
AL LEVY

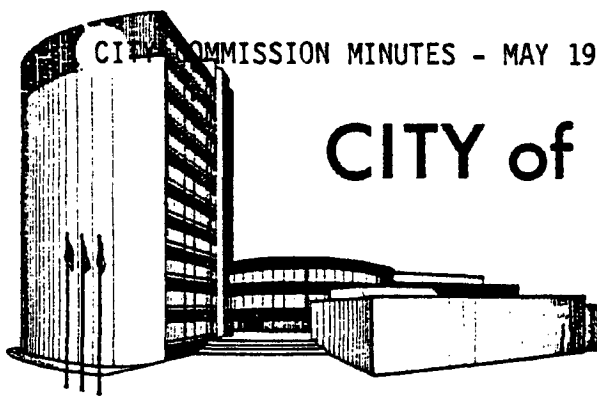
CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL DORN

CITY COMMISSION MINUTES - MAY 19, 1982

0209

CITY of LAS VEGAS



C E R T I F I C A T E

STATE OF NEVADA)
COUNTY OF CLARK) ^{ss}

To the Board of Commissioners of the City of Las Vegas, Nevada

I hereby certify and report that the foregoing is the Assessment Roll and assessments made by me pursuant to your Resolution adopted on the 21st day of April 1982 for the purpose of paying that part of the costs which you decided should be paid and borne by special assessments for Improvement District No. 420, that in making such assessments, I have, as near as may be, and according to my best judgment, conformed in all things to the direction contained in your Resolution hereinbefore referred to.

C. E. Gilpin, P.E.
City Engineer

Dated this 21st day of April 1982 at Las Vegas, Nevada



1 NOTICE OF FILING OF ASSESSMENT ROLL FOR LAS VEGAS, NEVADA, SPECIAL
2 IMPROVEMENT DISTRICT NO. 420; OF THE OPPORTUNITY TO FILE WRITTEN
3 OBJECTIONS TO THE ASSESSMENTS CONTAINED THEREIN; AND OF THE PRO-
4 TEST HEARING THEREON.

5 NOTICE IS HEREBY GIVEN that the assessment roll for
6 Las Vegas, Nevada, Special Improvement District No. 420, in and of
7 the City of Las Vegas, Nevada, has been prepared by the City
8 Engineer of said City, that same was filed in the Office of the
9 City Clerk on the 21st day of April, 1982, and that since said time
10 said assessment roll has been and now is on file therein and is
11 available for examination during regular office hours by any in-
12 terested person. Said Improvement District consists of:

13 UNIT NO. I

14 The improvements include the installation of a parking
15 lane on the east side of Jones Boulevard from a point 200 feet
16 north of the centerline of Evergreen Avenue and from Vegas Drive
17 to Smoke Ranch Road, in conjunction with the installation of
18 driving lanes, median islands or left turn lanes and drainage
19 facilities to be paid for with funds other than the levy of
20 assessments, to include the necessary installation, removal and
21 relocation of any and all utilities and appurtenances that are
22 deemed necessary to complete same, as more particularly shown on
23 the plats, diagrams and plans of the work and locality to be im-
24 proved, now on file in the Office of the City Clerk.

25 UNIT NO. II

26 The improvements include the installation of concrete
27 curbs and gutters, with commercial or residential driveway openings
28 as required, on the east side of Jones Boulevard from a point 200
29 feet northerly of the centerline of Charleston Boulevard to a
30 point 131 feet southerly of the centerline of Evergreen Avenue and
31 from Vegas Drive to Smoke Ranch Road, in conjunction with the
32 installation of driving lanes, median islands or left turn lanes
and drainage facilities to be paid for with funds other than the

1 levy of assessments, to include the necessary installation, removal
2 and relocation of any and all utilities and appurtenances that are
3 deemed necessary to complete same, as more particularly shown on
4 the plats, diagrams and plans of the work and the locality to be
5 improved, now on file in the Office of the City Clerk.

6 UNIT NO. III

7 The improvements include the installation of concrete
8 sidewalks on the east side of Jones Boulevard from a point 200
9 feet northerly of the centerline of Charleston Boulevard to a
10 point 131 feet southerly of the centerline of Evergreen Avenue;
11 on the west side of Jones Boulevard from Washington Avenue to
12 Vegas Drive, in conjunction with the installation of driving lanes,
13 median islands or left turn lanes and drainage facilities to be
14 paid for with funds other than the levy of assessments, to include
15 the necessary installation, removal and relocation of any and all
16 utilities and appurtenances that are deemed necessary to complete
17 same, as more particularly shown on the plats diagrams and plans
18 of the work and locality to be improved, now on file in the Office
19 of the City Clerk.

20 UNIT NO. IV

21 The improvements include the installation of street
22 lights, consisting of high pressure sodium luminaires, steel
23 standards on concrete bases and underground wiring, on the east
24 side of Jones Boulevard from a point 200 feet northerly of the
25 centerline of Charleston Boulevard to a point 131 feet southerly
26 of the centerline of Evergreen Avenue; from Vegas Drive to Smoke
27 Ranch Road; on the west side of Jones Boulevard from Washington
28 Avenue to Smoke Ranch Road, in conjunction with the installation
29 of driving lanes, median islands or left turn lanes and drainage
30 facilities on Jones Boulevard from Charleston Boulevard to Smoke
31 Ranch Road to be paid for with funds other than the levy of
32 assessments, to include the necessary installation, removal and

1 relocation of any and all utilities and appurtenances that are
2 deemed necessary to complete same, as more particularly shown on
3 the plats, diagrams and plans of the work and locality to be
4 improve, now on file in the Office of the City Clerk.

5 Such areas include all property abutting said improve-
6 ments in each assessment unit and situate within those boundaries
7 designated in Section 3 of Ordinance No. 1954 for the respective
8 assessment units.

9 The Board of Commissioners of said City will meet to
10 hear and consider objections to said assessment roll by owners
11 of said property specially benefitted by the improvements in each
12 assessment unit of said District, and proposed to be assessed, by
13 any party interested in the regularity of the proceedings in
14 making such assessments, and by all parties aggrieved by such
15 assessments, on Wednesday, 19th day of May, 1982 at 2:00 o'clock
16 P.M., at the City Hall in said City. The owner or owners of any
17 property which is assessed is such assessment roll, whether named
18 or not in such roll, may, not less than three (3) days prior to
19 said hearing, file with the City Clerk his or her objections in
20 writing.

21 Said assessments shall be due and payable at the office
22 of the City Treasurer within thirty (30) days after the ordinance
23 levying the assessments become effective without interest and with-
24 out demand; or all or any part of such assessments may, at the
25 election of the owner, be paid thereafter in ten substantially
26 equal annual installments of principal until paid in full, with
27 interest in all cases on the unpaid and deferred installments of
28 principal from the date of publication of said ordinance at a rate
29 or rates per annum which shall not exceed by more than 1% the
30 Bond Buyers Index of 20 Municipal Bonds which was most recently
31 published before the date on which the ordinance levying the
32 assessments is adopted. Penalties shall be due for delinquencies,
and all installments may be prepaid.

1 Any objection to the regularity, validity or correctness
2 of the proceedings, of said assessment roll, of the estimated
3 maximum benefits, of each assessment contained therein, and of
4 the amount thereof levied on each tract and parcel of land, shall
5 be deemed waived unless presented at the time and in the manner
6 herein specified.

7 At the time and place so designated for hearing such
8 objections, said Board of Commissioners shall hear and determine
9 all objections which have been so filed by any party interested
10 in the regularity of the proceedings in making such assessment,
11 and the correctness of such assessment, or of the amount levied
12 on any particular tract or parcel of land to be assessed, and
13 said Board of Commissioners shall have the power, in its discretion,
14 to revise, correct, confirm or set aside any assessment and to
15 order that such assessment may be made de novo.

16 DATED this 21st day of April, 1982.

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19 *Carol A. Hawley*
20 CAROL ANN HAWLEY, CITY CLERK
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ITEM

Commission Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

- B. PUBLIC HEARING on the improvement of certain streets and parts thereof and proposed assessments within the proposed Las Vegas, Nevada, SPECIAL IMPROVEMENT DISTRICT NO. 422.

Location: Both sides of Valley View Boulevard from Alta Drive extending northerly to meet the existing improvements at the Las Vegas Expressway and on north side of Alta Drive from Valley View Boulevard to meet the existing improvements approximately two hundred feet (200') west of Valley View Boulevard.

Improvements: Installation of street lighting, concrete curbs and gutters with commercial driveway openings: installation of sidewalks and pavement.

Lurie -
APPROVED SID #422
Unanimous
(Christensen excused)

Staff to proceed
Jim Gist presents information.

No one appeared in opposition.

APPROVED AGENDA ITEM

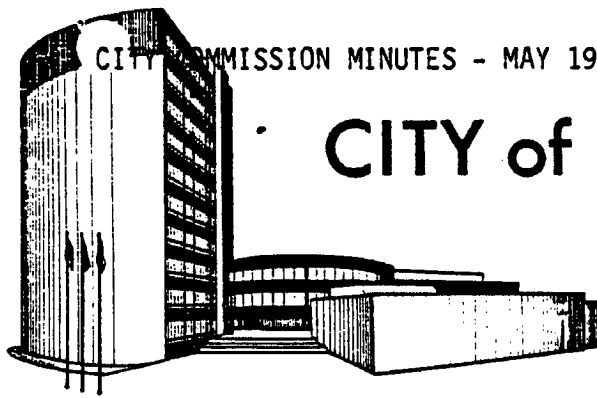
Ashley Hall

MAYOR BILL BRIARE

COMMISSIONERS
RON LURIE
PAUL J. CHRISTENSEN
ROY WOOFER
AL LEVY

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL DORN



CITY COMMISSION MINUTES - MAY 19, 1982

CITY of LAS VEGAS

0215

C E R T I F I C A T E

STATE OF NEVADA)
COUNTY OF CLARK) ^{ss}

To the Board of Commissioners of the City of Las Vegas, Nevada

I hereby certify and report that the foregoing is the Assessment Roll and assessments made by me pursuant to your Resolution adopted on the 21st day of April 1982 for the purpose of paying that part of the costs which you decided should be paid and borne by special assessments for Improvement District No. 422, that in making such assessments, I have, as near as may be, and according to my best judgment, conformed in all things to the direction contained in your Resolution hereinbefore referred to.

C. E. Gilpin, P.E.
City Engineer

Dated this 21st day of April 1982 at Las Vegas, Nevada



1 NOTICE OF FILING OF ASSESSMENT ROLL FOR LAS VEGAS, NEVADA, SPECIAL
2 IMPROVEMENT DISTRICT NO. 422; OF THE OPPORTUNITY TO FILE WRITTEN
3 OBJECTIONS TO THE ASSESSMENTS CONTAINED THEREIN; AND OF THE PRO-
4 TEST HEARING THEREON.

5 NOTICE IS HEREBY GIVEN that the assessment roll for
6 Las Vegas, Nevada, Special Improvement District No. 422, in and of
7 the City of Las Vegas, Nevada, has been prepared by the City
8 Engineer of said City, that same was filed in the Office of the
9 City Clerk on the 21st day of April, 1982, and that since said time
10 said assessment roll has been and now is on file therein and is
11 available for examination during regular office hours by any in-
12 terested person. Said Improvement District consists of:

13 The improvements include the installation of street
14 lighting, consisting of high pressure sodium luminaires and steel
15 standards with concrete bases and underground wiring; the instal-
16 lation of concrete curbs and gutters, with commercial driveway
17 openings as required, along both sides of Valley View Boulevard
18 from Alta Drive extending northerly to meet existing improvements
19 at the Las Vegas Expressway and on the North side of Alta Drive
20 from Valley View Boulevard to meet existing improvements approxi-
21 mately two hundred (200) feet west of Valley View Boulevard,
22 except where adequate improvements have already been installed;
23 the installation of standard concrete sidewalks five feet (5')
24 wide along the west side of Valley View Boulevard from Alta Drive
25 north to the Las Vegas Expressway and along the north side of
26 Alta Drive from Valley View westerly 200 feet to meet existing
27 improvements, except where adequate improvements have already
28 been installed; the installation of pavement varying in width
29 from twelve feet (12') to thirty-two feet (32') along both sides
30 of existing pavement, consisting of three inches (3") of A.C.
31 over four inches (4") of Type II gravel and five inches (5") of
32 Type I gravel, with a one and one-half inch (1 1/2") A.C. pavement
overlay over existing pavement, with a three-quarter inch (3/4")

1 open grade over entire street, on Valley View Boulevard from Alta
2 Drive northerly to meet existing improvements at the Las Vegas
3 Expressway and along the North side of Alta Drive from Valley View
4 Boulevard westerly approximately two hundred feet (200') to meet
5 existing improvements, except where adequate improvements have
6 already been installed, to include the necessary installation,
7 removal and relocation of any and all utilities and appurtenances
8 that are deemed necessary to complete same, all as more particularly
9 shown on the plats, diagrams and plans of the work and the locality
10 to be improved, now on file in the office of the City Clerk.

11 Such areas include all property abutting said improve-
12 ments in said assessment unit and situate within those boundaries
13 designated in Section 3 of Ordinance No. 1891 for the assessment
14 units.

15 The Board of Commissioners of said City will meet to
16 hear and consider objections to said assessment roll by owners
17 of said property specially benefitted by the improvements in said
18 assessment unit of said District, and proposed to be assessed, by
19 any party interested in the regularity of the proceedings in
20 making such assessments, and by all parties aggrieved by such
21 assessments, on Wednesday, 19th day of May, 1982 at 2:00 o'clock
22 P.M., at the City Hall in said City. The owner or owners of any
23 property which is assessed is such assessment roll, whether named
24 or not in such roll, may, not less than three (3) days prior to
25 said hearing, file with the City Clerk his or her objections in
26 writing.

27 Said assessments shall be due and payable at the office
28 of the City Treasurer within thrity (30) days after the ordinance
29 levying the assessments become effective without interest and with-
30 out demand; or all or any part of such assessments may, at the
31 election of the owner, be paid thereafter in ten substantially
32 equal annual installments of principal until paid in full, with

1 interest in all cases on the unpaid and deferred installments of
2 principal from the date of publication of said ordinance at a rate
3 or rates per annum which shall not exceed by more than 1½ the
4 Bond Buyers Index of 20 Municipal Bonds which was most recently
5 published before the date on which the ordinance levying the
6 assessments is adopted. Penalties shall be due for delinquencies,
7 and all installments may be prepaid.

8 Any objection to the regularity, validity or correctness
9 of the proceedings, of said assessment roll, of the estimated
10 maximum benefits, of each assessment contained therein, and of
11 the amount thereof levied on each tract and parcel of land, shall
12 be deemed waived unless presented at the time and in the manner
13 herein specified.

14 At the time and place so designated for hearing such
15 objections, said Board of Commissioners shall hear and determine
16 all objections which have been so filed by any party interested
17 in the regularity of the proceedings in making such assessment,
18 and the correctness of such assessment, or of the amount levied
19 on any particular tract or parcel of land to be assessed, and
20 said Board of Commissioners shall have the power, in its discretion,
21 to revise, correct, confirm or set aside any assessment and to
22 order that such assessment may be made de novo.

23 DATED this 21st day of April, 1982.

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27 CAROL ANN HAWLEY, CITY CLERK
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AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

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May 19, 1982

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BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

- C. VAC-4-82 - Petition of Vacation submitted by JOAN H. STEPHENS, ET AL to vacate a 5' drainage easement located adjacent to the east property line of Lots 166-177, Block 4, Lewis Homes Sahara Unit #5.

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. The City shall not be liable for any damage from flooding or other causes to these affected properties by the removal of this drainage structure.

Staff Recommendation: DENIAL

PROTESTS: 0

Levy - APPROVED as recommended by Planning Commission with Condition No. 1 amended to read as follows:

1. The City shall not be liable for any damage from flooding or other causes to these affected properties by removal of this drainage structure. Each affected property owner shall execute an agreement in the form of a covenant running with the land and which will be recorded,
 - a) releasing the City from all liability which might otherwise exist in favor of the property owner for any damage resulting from drainage problems on his or her property; and b) indemnifying and holding the City harmless from and against all claims presented by third parties which allege damages resulting from drainage problems on his or her property.

Unanimous
(Christensen excused)

Clerk to notify and Planning to proceed.

James Stephens appeared on behalf of Petition.

No one appeared in opposition.

APPROVED AGENDA ITEM

Ashley Hall

To: The Board of City Commissioners
Re: Public Hearing Agenda Items
May 19, 1982 City Commission Agenda

C. VACATION - VAC-4-82 - JOAN H. STEPHENS

The request is to vacate an improved 5' drainage easement that is located along the rear property lines on a row of lots in a single family development. The slope of the land was such that the lots could not be graded to drain to the street and for that reason, they were designed to drain to a swaled concrete drain that flows to the south end of the block to O'Bannon. The parcel of land to the east of O'Bannon is undeveloped and the drainage water is carried across this land in an open ditch. There is a 6' block wall along the rear property lines adjacent to this drainage structure. The residents feel this serves no major purpose and they would like to remove the concrete section and landscape it. They indicate the present situation requires regular cleaning and does result in odors. The Department of Public Services feels the structure should be maintained because it is the only means of drainage for these lots. The City Attorney's Office researched this matter further after the Planning Commission meeting and recommends if the vacation is approved that the condition regarding the liability of the City be expanded to read as follows:

1. Each property owner to execute a hold harmless agreement indemnifying the City of Las Vegas against any claims arising out of drainage problems from his or her property; and each property owner execute an agreement releasing the City of Las Vegas from any liability to the property owner for any damage arising out of drainage problems.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Because all the property owners want the vacation and there is minimal runoff from these properties which can be absorbed on each property. The approval was conditioned that the City be held harmless of any liability if this easement is vacated.

STAFF RECOMMENDATION: DENIAL - If vacated, there would be no means of draining these properties.

PROTESTS: 0

SEE ATTACHED LOCATION MAP

[illegible]

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CITY COMMISSION MINUTES - MAY 19, 1982

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City of Las Vegas

May 19, 1982

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

- D. VAC-5-82 - Petition of Vacation submitted by NEVADA YOUNG AMERICAN HOMES, INC. to vacate a portion of 8th Street and Gass Avenue.

Planning Commission unanimously recommends DENIAL.

Staff Recommendation: DENIAL

PROTESTS: 0

ABEYANCE

To be placed back on Agenda as soon as Major Street Amendment which would affect this property is ready for hearing

Jack Libby, Michael Gaughan, and architect appeared.

No one appeared in opposition.

APPROVED AGENDA ITEM

Ashley Hall

To: The Board of City Commissioners
Re: Public Hearing Agenda Item
May 19, 1982 City Commission Agenda

D. VACATION - VAC-5-82 - NEVADA YOUNG AMERICAN HOMES, INC.

The request involves a 10' strip of land on 8th Street and on Gass Avenue that the applicant wishes to have vacated so he can utilize it for landscaping purposes adjacent to a new commercial building where the zoning is being requested under Item "E" of the Department of Community Planning and Development section of this agenda. It was brought out at the Planning Commission meeting that Gass Avenue is on the Master Plan of Streets and Highways and this request is contrary to it. While 8th Street is not on the Master Plan, most all of the streets in this area have a right-of-way width of 80' and starting a precedent of randomly vacating portions of these streets may be detrimental because they may need to be widened in the future because of the increased traffic generated by the commercial zoning pattern in the area. Presently these streets have an improved width of 50' with 15' of unimproved right-of-way on each side except for the existing five foot wide sidewalk areas.

PLANNING COMMISSION RECOMMENDATION: DENIAL - Because this request is contrary to the Major Street Plan on Gass Avenue and all of the right-of-way may be needed on 8th Street in the future. The Commission felt the applicant's need for this landscaping could be satisfied through the City granting an encroachment agreement.

STAFF RECOMMENDATION: DENIAL - An encroachment agreement be granted on this right-of-way for landscaping purposes.

PROTESTS: 0



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City of Las Vegas

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

- E. V-62-81 - (Abeyance item from 5/5/82 agenda)
RECONSIDERATION of DENIAL of APPEAL filed by MICHAEL T. YOUNG OF YOUNG ELECTIC SIGN COMPANY to the action of the Board of Zoning Adjustment in DENYING the request of RAYMOND C. RILEY for a VARIANCE to allow a 14 x 48 foot billboard structure to an overall height of fifty-five feet (55') where a maximum height of forty-five feet (45') is allowed on property located at 1380 East Sahara Avenue in Zoning District C-1 (Limited Commercial).

Board of Zoning Adjustment unanimously recommended DENIAL. If approved, the following are recommended conditions:

1. All street improvements which are not in good condition shall be repaired as required by the Department of Public Services.
2. Dedication of the radius corner at Pardee Place and Sahara Avenue.

Staff Recommendation: DENIAL

PROTESTS: 0

(NOTE: This item was heard at the Board of City Commissioners meeting on May 5, 1982. Commissioner Levy's motion to grant appeal and approve application ended in a tie vote with Levy and Lurie voting "YES"; Briare and Christensen voting "NO.")

Lurie -
APPROVED height of
50 feet as requested.
Unanimous
(Christensen excused)

Clerk to notify
and Planning to
proceed.

Raymond Riley and
Michael Young
appeared for appl
cation.

No one appeared
in opposition.

APPROVED AGENDA ITEM

Ashley Hall

To: The Board of City Commissioners
 Re: Public Hearing Agenda Item
 May 19, 1982

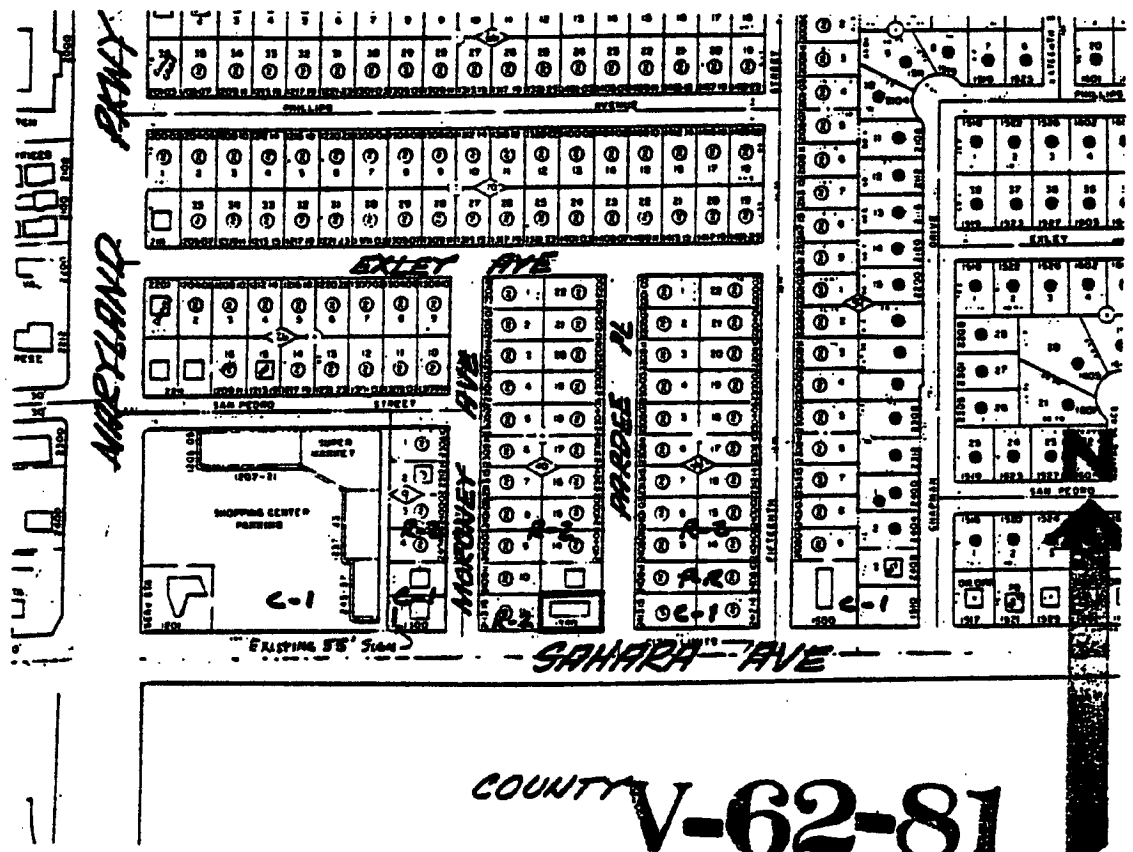
E. ABEYANCE ITEM - RECONSIDERATION OF DENIAL OF APPEAL - V-62-81

This is an abeyance item due to a tie vote action at your last meeting. This involves a reconsideration of a variance to increase the height of a billboard to 55' where a previous variance allowed a maximum of 45'. The variance requested in this application was denied by the BZA and the sign company on behalf of the property owner appealed the decision to this Commission. At the hearing the representative from Young Electric Sign Company indicated he would not be receptive to a compromise of 50'. The property owner has now obtained another sign company, Donrey Outdoor Advertising, which is interested in constructing a billboard at this location and would be receptive to a height of 50'. On this basis, the property owner is requesting that 50' be approved. The applicant contends that some of the trees on this property would be obstructing the sign at the 45' height level. A variance was approved on the billboard to the west for this applicant to a height of 55' because there was an obstruction from an adjacent on-premise sign. A variance was denied on the applicant's property to the east for a height of 55' because it was determined the sign would not be sufficiently obscured at the 40' height.

BOARD OF ZONING ADJUSTMENT DECISION: DENIAL - Insufficient justification was presented that would indicate the sign would be obstructed in the future at the 45' height level.

STAFF RECOMMENDATION: DENIAL - Insufficient justification.

PROTESTS: 0



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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

- F. V-26-82 - Appeal filed by TARJA ROSE AND LOIS M. JOHNSON to the request of Herb Lauteren for a Variance to allow a three story building where only two stories are permitted and to allow a ten foot (10') rear setback where twenty feet (20') is required on property located at 316-322 North 14th Street in Zoning District R-3, under Resolution of Intent to R-4.

Board of Zoning Adjustment unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the plot plan and elevations.
2. Conformance to the conditions of approval of Z-3-82.
3. The applicant shall be liable for any damage done to the adjoining property located at 313 North 15th Street during the construction of this project.

Staff Recommendation: DENIAL

PROTESTS: 3

Levy -
APPEAL GRANTED.
(Variance DENIED)
Unanimous
(Christensen excused)

Clerk to notify

Lois Johnson,
Tarja Rose and
Blane Carter,
Appellants,
appeared.

Herb Lauteren and
Dennis Rusk
appeared on -
behalf of Variance

APPROVED AGENDA ITEM

Ashley Hall

To: The Board of City Commissioners
 Re: Public Hearing Agenda Item
 May 19, 1982 City Commission Agenda

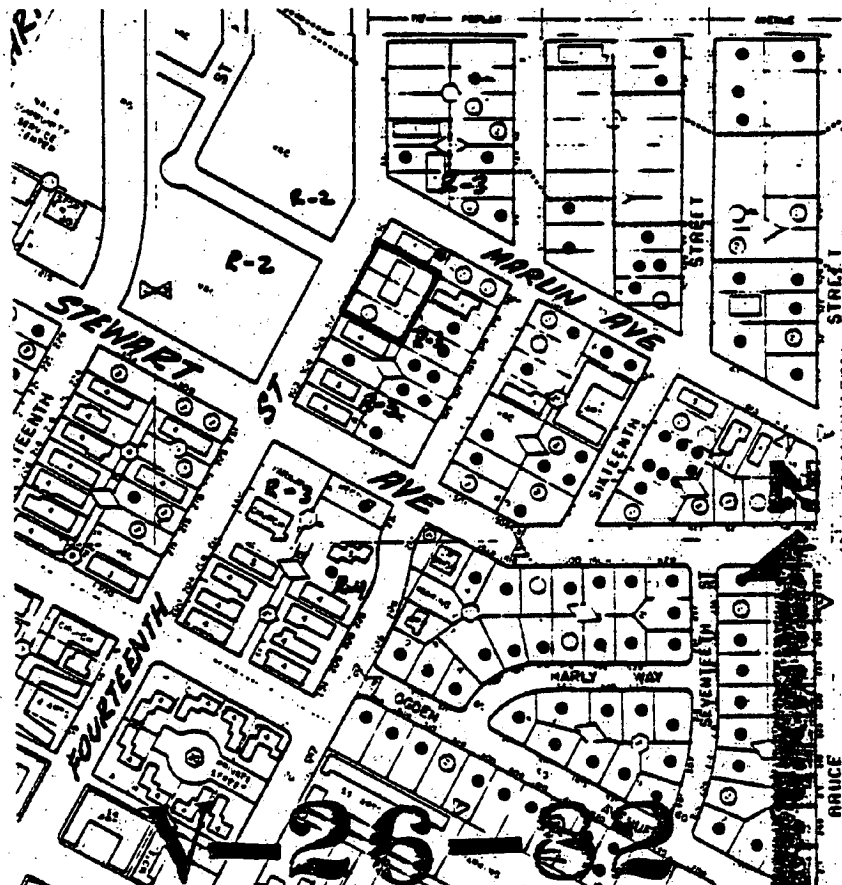
F. APPEAL FILED BY TARJA ROSE AND LOIS JOHNSON TO THE REQUEST OF HERB LAUTEREN FOR A VARIANCE - V-26-82

This is an appeal to the BZA approving a variance to allow a three-story building where only two stories are allowed and to allow a 10' rear setback where 20' is required. The property was recently approved for R-4 zoning to increase the 10 units on the property to 22. The property slopes from the front to the rear and the new construction will have only two floors visible from the street frontage. The residential properties to the east are approximately 7 to 8 feet lower than this property where the three story portion of the building will be constructed. Due to the difference in property grade, the three story structure with a reduced rear yard setback will have the appearance of approximately a four story building adjacent to it. The appellants were also concerned that the construction of this building would damage their existing block wall along the rear of their property.

BOARD OF ZONING ADJUSTMENT DECISION: APPROVAL - Because the general area will be transitioning to this higher density residential use in the future and it is justified because of the slope on this property. Further, the BZA conditioned its approval that the developer of this site be liable for any damage done to the neighbors block walls to the east.

STAFF RECOMMENDATION: DENIAL - The requested three-story building height with reduced setback would not be compatible with the adjoining residential properties to the east because of the lower grade on these properties.

PROTESTS: 3



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BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Commission Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

- G. U-16-82 - RECONSIDERATION of the action of the Board of City Commissioners in DENYING the application of ROBERT H. PARKER TRUSTEE for a Use Permit to allow a residential facility for persons on probation on property located at 1116 Ogden Avenue in Zoning District C-2.

Board of Zoning Adjustment recommended APPROVAL (4-1 Vote), subject to the following conditions:

1. Pave the alley as required by the Department of Public Services.
2. Approval by the City Commission.
3. Use be limited to a maximum of 35 persons on probation only.

Staff Recommendation: APPROVAL

PROTESTS: 93

Woofter -
APPROVED Use Permit
subject to the
following conditions:

1. A review shall
be conducted in six
months.

2. Use shall be
limited to a maximum
of 16 persons on
probation during the
six-month period.

3. The alley shall
be paved as required
by Dept. of Public
Services.

Motion carried with
Woofter, Lurie and
Levy voting "Yes,"
Briare "No," and
Christensen excused.

Clerk to notify
and Planning to
proceed.

Appearing on behalf
of Use Permit:
Barbara Durbin,
NV State Probation
Department, & Tim
Connelly, Director
Talbert House.

Appearing in
opposition:

Bill Sastaunik
216 N. 12th
Ms. Ramirez

APPROVED AGENDA ITEM

Ashley Hall

To: The Board of City Commissioners
 Re: Public Hearing Agenda Item
 May 19, 1982 City Commission Agenda

G. RECONSIDERATION OF U-16-82 - DENIAL OF A USE PERMIT FOR
ROBERT H. PARKER, TRUSTEE

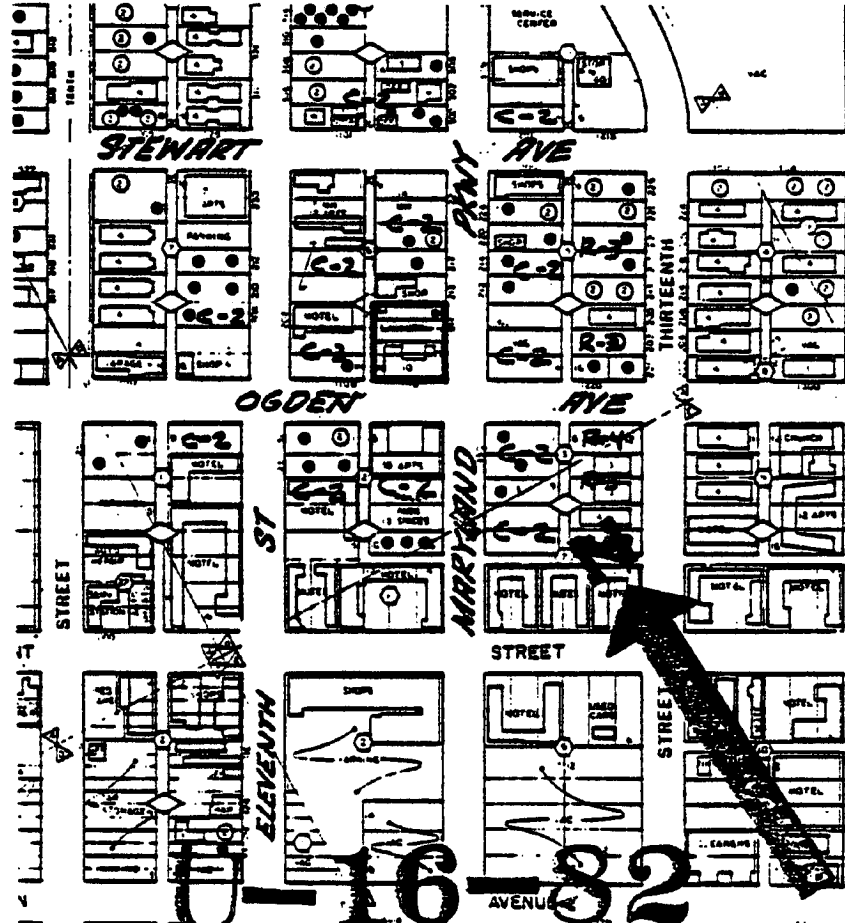
This is the public hearing for the reconsideration of the denial action on this variance for a residential facility for persons on probation. The facility is presently in operation and is located in an area that is zoned C-2 and developed with commercial uses. There is R-3 one-half block to the east where there exists medium density apartment developments. The applicant wishes to convert the existing two-story 10-unit apartment building and the commercial/apartment building along the north side of the property for this use. The persons who occupy this facility will be limited to those who have not served any jail or prison time. These probationers will be primarily first time offenders who will receive counseling on the premises and who need housing accommodations.

This is the first facility of this type to be considered from the recent ordinance amendment. These uses are limited to C-2, C-M, M and C-V zoned areas and each location is to be scrutinized to determine if it is compatible with the surrounding area.

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL - Compatible with the surrounding uses in the area.

STAFF RECOMMENDATION: APPROVAL - Compatible use for this area.

PROTESTS: Approximately 93



*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 7, 1982

TO: The Board of City Commissioners

FROM: DON J. SAYLOR, AICP
DEPUTY CITY MANAGERSUBJECT: PUBLIC HEARING AGENDA ITEMS
MAY 19, 1982 CITY COMMISSION AGENDAPURPOSE/BACKGROUND

- Item C - Vacation - VAC-4-82 - Joan H. Stephens (see backup material)
- Item D - Vacation - VAC-5-82 - Nevada Young American Homes, Inc. (see backup material)
- Item E - Abeyance Item - Reconsideration of Denial of Appeal - V-62-81
(see backup material)
- Item F - Appeal filed by Tarja Rose and Lois Johnson to the Request of
Herb Lauterbach for a Variance - V-26-32 (see backup material)
- Item G - Reconsideration of U-16-82 - Denial of a Use Permit for Robert H. Parker,
Trustee (see backup material)

FISCAL IMPACT No Funding RequiredRECOMMENDATIONS See attached

 Harold P. Foster, Director
DISPOSITION

Approved ☐

Disapproved ☐

Held ☐

Status Due: _____

Agenda Item

IX.

ITEM

Commission Action

Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR

The items listed below, where appropriate, have been reviewed by the various City departments including sanitary sewer, storm drainage, Traffic Engineering, Public Services, Fire and Building, and their comments and/or recommendations and requirements incorporated into the action.

All zoning items shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;
2. Landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license;
3. Submittal of a landscaping plan prior to or at the same time application is made for a building permit, license, or prior to occupancy;
4. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets. (Excluding single family development);
5. Satisfaction of City Code requirements and design standards of all City departments. All subdivision items shall conform to the following general conditions:

Tentative Maps:

1. Approval of the tentative map shall be for no more than twelve (12) months. If a final map is not recorded on all or a portion of the area embraced by the tentative map within twelve (12) months of the approval of

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

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Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT
DEPARTMENT (CONTINUED)

the tentative map, or an extension of time up to one year, is not granted for the tentative map, a new tentative map must be filed. If a final map is not recorded within twelve (12) months of the original approval of the tentative map, or within the extension of time of the tentative map for only a portion of the area embraced by the tentative map, the Planning Commission may require that a new tentative map be filed and approved prior to any further final maps being approved.

2. Street names to be provided in accord with the City's Street Name Policy.
3. Subject to all conditions of City departments and State Subdivision Statutes. (B) Final Maps - Conformance with the tentative map.

All Vacations shall conform to the following general conditions:

1. Satisfaction of the requirements of the various utility companies.
2. Conformance to code requirements and design standards of all City departments.
3. Vacation shall not be recorded until all of the above conditions have been met.

All Variances and/or Use Permits shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;
2. Satisfaction of City Code requirements and design standards of all City departments.

APPROVED AGENDA ITEM

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 0233

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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ITEM Commission Action Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

A. EXTENSION OF TIME - Z-23-79 - LOUDERMILK
INVESTMENTS

Extension of Time on property generally located on the northeast corner of Smoke Ranch Road and Jones Boulevard, R-1 Zone (under Resolution of Intent to C-1).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Extension of Time shall be limited to a one year time limit (expires April 18, 1983)
2. Conformance to all ordinance amendments enacted subsequent to the original approval

Staff Recommendation: APPROVAL

B. REINSTATEMENT AND EXTENSION OF TIME - Z-15-81 -
FREMONT CONSTRUCTION, INC.

Reinstatement and Extension of Time on property generally located on the northwest corner of Bridger Avenue and Maryland Parkway, R-4 Zone (under Resolution of Intent to R-5).

Planning Commission recommends DENIAL (4-3 vote). If approved, following are the recommended conditions:

1. Extension of Time shall be limited to a one year time limit (expires April 1, 1983)
2. Conformance to all ordinance amendments enacted subsequent to the original approval

Staff Recommendation: APPROVAL

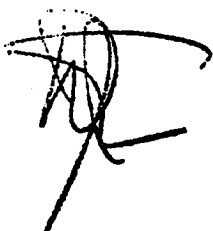
Levy -
ABEYANCE. (Motion to hold in abeyance also included Item G-7, Pg. 26, under Public Services Agenda.)
Unanimous
(Christensen excused)

6/2/82 Agenda
Applicant not present.

Levy -
APPROVED as recommended by staff.
Unanimous
(Christensen excused)

Clerk to notify a Planning to process
Keith Bunker appeared for the application.

APPROVED AGENDA ITEM



To: The Board of City Commissioners
Re: Community Planning and Development Agenda Items
May 19, 1982 City Commission Agenda

A. EXTENSION OF TIME - Z-23-79 - LOUDERMILK INVESTMENTS

This is the fourth request for an extension on the zoning for a proposed shopping center. The applicant indicates current economic conditions have prevented them from proceeding on this project.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

STAFF RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

B. REINSTATEMENT AND EXTENSION OF TIME - Z-15-81 - FREMONT CONSTRUCTION, INC.

This is the first request for an extension of time that is within the reinstatement period. The applicant was not at the meeting, consequently, the Planning Commission recommended denial of an extension for that reason.

PLANNING COMMISSION RECOMMENDATION: DENIAL - Because the applicant was not present at the meeting.

STAFF RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 0235

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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ITEM

Commission Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

C. PLOT PLAN REVIEW AND REVIEW OF CONDITION -
Z-111-77 & Z-31-73(10) - CARALYNNE RUDIN, INC.

Plot Plan Review and Review of Condition to allow a second office and additional parking in the front yard area on property located at 1414 Maryland Parkway and 1500 Maryland Parkway P-R Zones (Professional Offices & Parking).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the plot plan amended to provide a 20' setback of the driveway from the north property line.
2. Provision of five gallon Evergreens at 3' on center in the planters.
3. Perpetual access easement be recorded for the common driveway which serves the rear parking as required by the Department of Community Planning and Development.

Staff Recommendation: APPROVAL

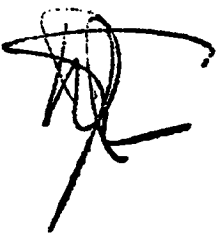
PROTEST: 1

Lurie -
APPROVED, subject
to conditions.
Unanimous
(Christensen excused)

Clerk to notify
and Planning to
Proceed.

Applicant present

APPROVED AGENDA ITEM



To: The Board of City Commissioners
 Re: Community Planning and Development Agenda Item
 May 19, 1982 City Commission Agenda

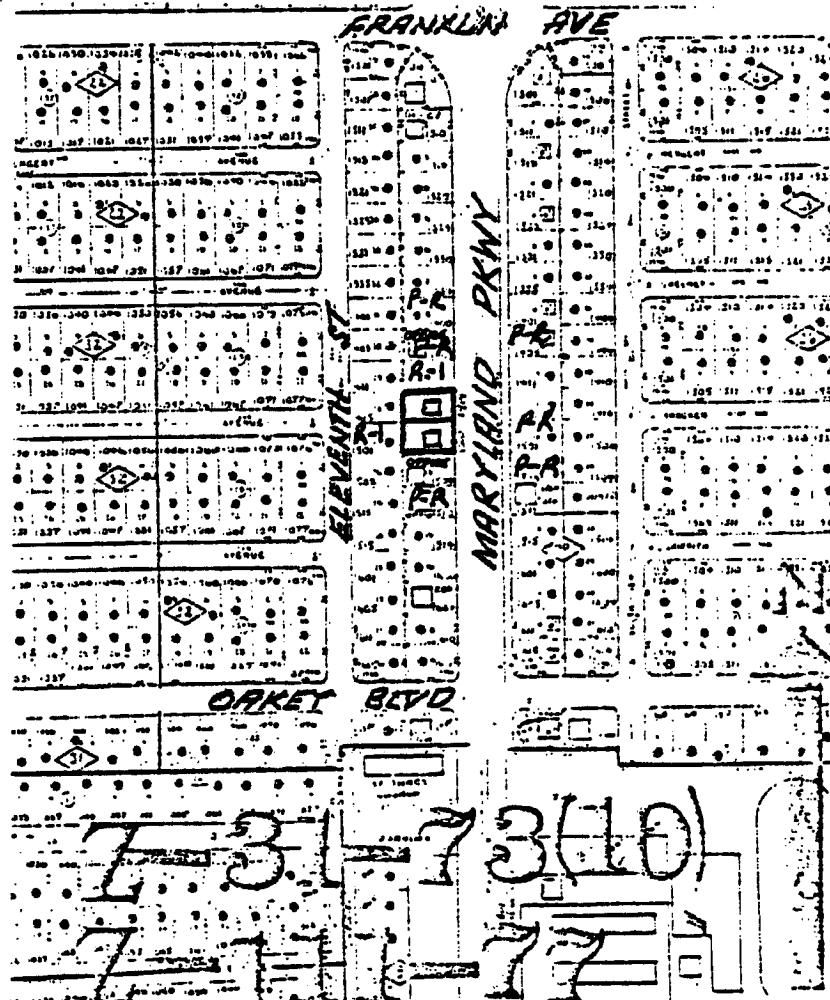
C. PLOT PLAN REVIEW AND REVIEW OF CONDITION - Z-111-77 & Z-31-73(10) - CARALYNNE RUDIN, INC.

At the time these two properties were rezoned, the required parking on the property at 1414 Maryland Parkway was partially on the lot to the south. For that reason the condition was placed on the approval that only one use be allowed on these two properties. The applicant is now intending to construct two additional parking spaces in the front yard area on the property at 1414 Maryland Parkway so it can be self-sufficient in terms of meeting the Parking Ordinance. She is proposing a second office on the property. There is a common driveway between the two properties for access to the rear parking which will have to be preserved by an easement if one of the properties is ever sold. The applicant was in agreement to providing a perpetual easement for this common driveway and to redesign the parking in the front yard area to retain as much landscaping as possible. The surrounding property owners were notified of this request.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to an easement for the common driveway to the rear parking area that is located between the two properties, and revising the parking layout.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 1



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 0237

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Commission Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

D. REVIEW OF CONDITION - Z-14-73 - SILVER STATE
YAMAHA

Review of Condition to allow covered outside storage on the rear portion of property which was not allowed on the original approval on property located at 6029 W. Charleston Boulevard C-2 Zone (General Commercial).

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. Conformance to the plot plan and elevations amended to provide opaque screening around the storage area and limited to storage only within the area shown on the plot plan.

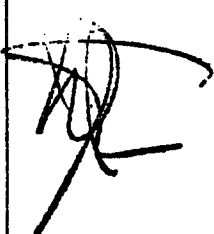
Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
APPROVED, subject to conditions.
Unanimous
(Christensen excused)

Clerk to notify a Planning to process
Atty. Carl Lovell represented applicant.

APPROVED AGENDA ITEM



To: The Board of City Commissioners
 Re: Community Planning and Development Agenda Item
 May 19, 1982 City Commission Agenda

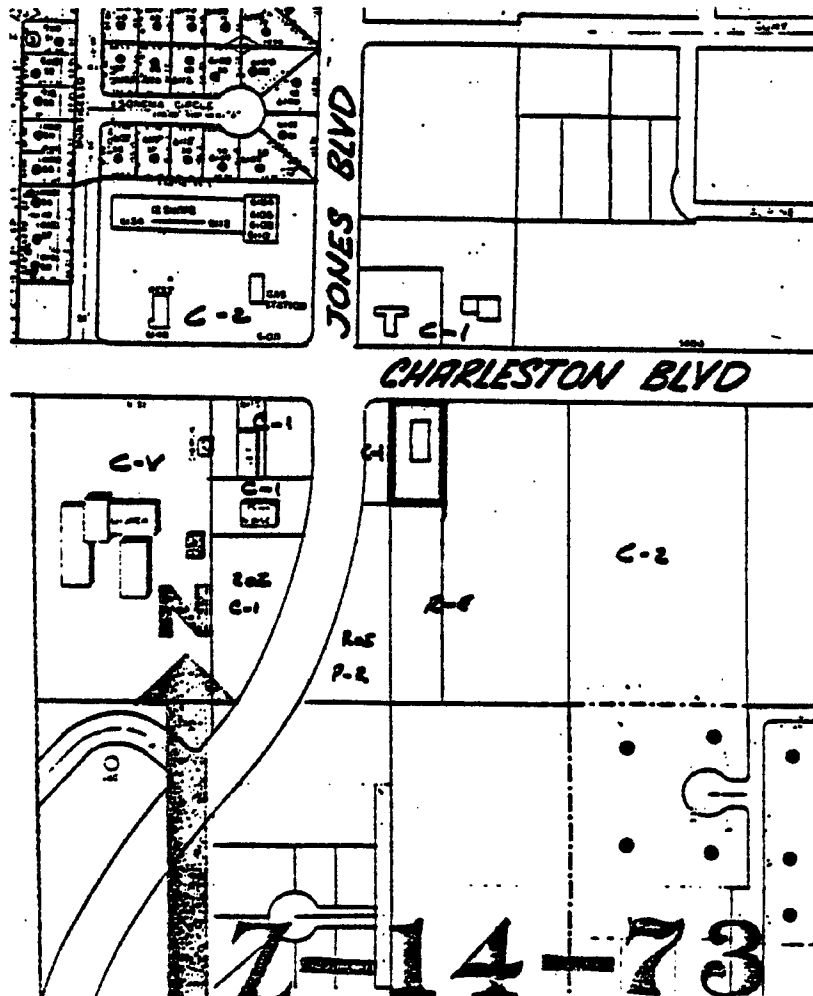
D. REVIEW OF CONDITION - Z-14-73 - SILVER STATE YAMAHA

The request is to allow covered outside storage on the rear portion of the building where the only outside use allowed was on the front portion of the property. The zoning pattern along this segment of Charleston Boulevard is for C-1, however, C-2 zoning was approved on this site so the applicant could have a new dealership for motorcycle sales and service. The C-2 zone allows outside storage, however, a condition of approval limited it to the front portion of the property where the display area is located. The applicant presently has a fenced area to the rear of the building where motorcycles are stored which is contrary to the conditions of the zoning. He would now like to roof this opaqued fenced area that screens the stored motorcycles. The surrounding property owners were notified of this change of condition.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

0239

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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ITEM

Commission Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

E. ZONE CHANGE - Z-18-82 - NEVADA YOUNG AMERICAN
HOMES, INC.

Reclassification of property generally located
on the southwest corner of 8th Street and Gass
Avenue.

From: R-4 (Apartment Residence)

To: C-1 (Limited Commercial)

Proposed Use: Offices

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent shall be restricted to
a twelve (12) month time limit.
2. Reconstruct the alley as required by the
Department of Public Services.
3. Install sidewalks and street lights on
8th Street and Gass Avenue as required
by the Department of Public Services.
4. Repair any damage done to the existing
street improvements as a result of this
development.

Staff Recommendation: APPROVAL

PROTESTS: 0

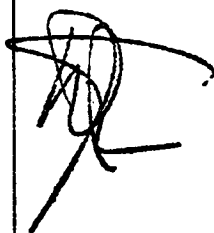
Lurie -
APPROVED, subject
to conditions as
recommended by
Planning Commission
and also subject to
Plot Plan being
approved by Planning
Commission.
Motion carried with
Levy abstaining and
Christensen excused.

Clerk to notify a
Planning to proce

Jack Libby and
Michael Gaughn
appeared on behal
of the applicatio

No one appeared i
opposition.

APPROVED AGENDA ITEM



To: The Board of City Commissioners
Re: Community Planning and Development Agenda Item
May 19, 1982 City Commission Agenda

E. ZONE CHANGE - Z-18-82 - NEVADA YOUNG AMERICAN HOMES, INC.

A resolution for C-1 zoning was approved on this site in 1979 but it expired. A three-story structure is being requested, however, at the meeting the applicant stated it would be amended to a two-story building. The building will be located close to the property lines along 8th Street and Gass with landscaping proposed in the right-of-way. The landscaping can be satisfied through an encroachment agreement, if approved by the City Commission; however, a vacation petition was filed. There is parking proposed on the westerly half of the property that will consist of 20 spaces which meets the minimum requirements of the Parking Ordinance. The general zoning pattern in this area is in transition to commercial and office use.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 0241

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Commission Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

F. ZONE CHANGE - Z-20-82 - COLLEGE PARK BAPTIST
CHURCH

Reclassification of property located at 2101
East Owens Avenue.

From: R-1 (Single Family Residence)

To: C-V (Civic)

Proposed Use: Church

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
2. Approval of the parking and driveway plan
by the Traffic Engineer.
3. Repair any damage done to the existing
street improvements during this construction.
4. Conformance to the plot plan and elevations
amended to provide a 10' front building
setback.

Staff Recommendation: APPROVAL

PROTESTS: 0

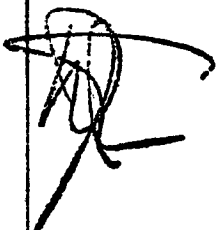
Levy -
APPROVED, subject to
conditions.
Unanimous
(Christensen excused)

Clerk to notify
and Planning to
proceed.

Applicant present

No one appeared in
opposition.

APPROVED AGENDA ITEM



To: The Board of City Commissioners
 Re: Community Planning and Development Agenda Item
 May 19, 1982 City Commission Agenda

F. ZONE CHANGE - Z-20-82 - COLLEGE PARK BAPTIST CHURCH

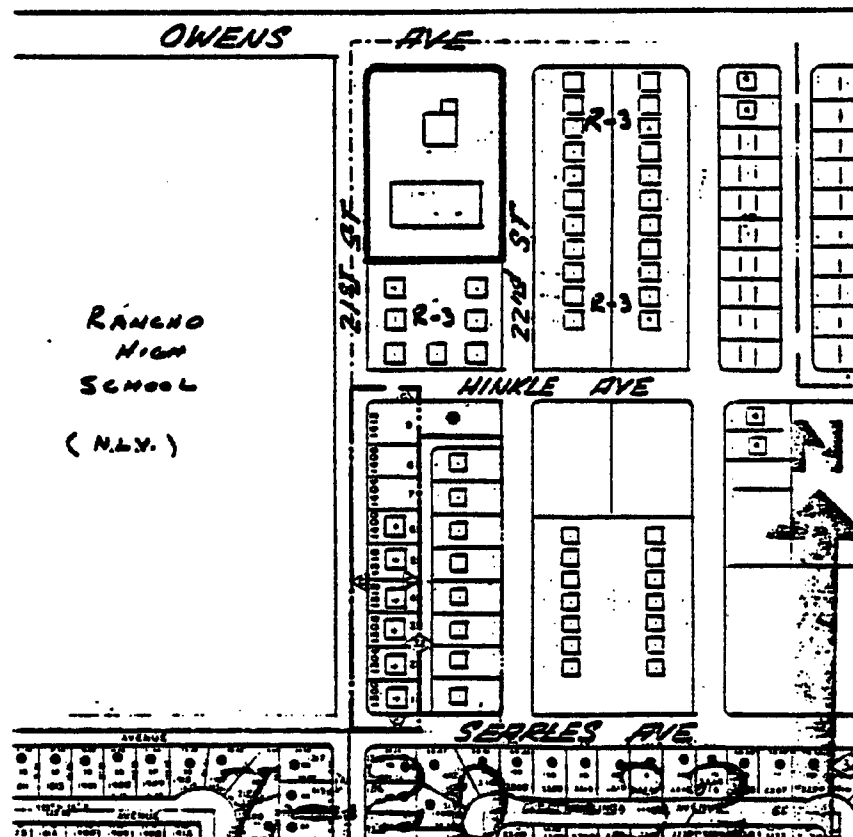
There is an existing church on this property that was approved by means of a Use Permit in 1961. The applicants are requesting C-V zoning for the new church building to be constructed within 3' of the north property line which is adjacent to Owens Avenue and within 3' of the side property line along 21st Street. The church requested this C-V zoning because there are no setback requirements in this zone except those specified by the Commission. The R-1 zone would require a 20' front setback. The present church on the property is to be converted to an educational use.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to a 10' building setback from Owens Avenue.

STAFF RECOMMENDATION: APPROVAL - Subject to a 10' building setback from Owens Avenue.

PROTESTS: 0

CITY OF NORTH LAS VEGAS



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 024

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

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ITEM

Commission Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)

G. ZONE CHANGE - Z-15-82 - BRUCE McCLENEHAN, ET AL

Reclassification of property generally located on the south side of Charleston Boulevard, 620' west of Rainbow Boulevard.

From: N-U (Non-Urban)

To: C-1 (Limited Commercial)

Proposed Use: Offices

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Application be amended to C-1 on the north 300' and R-E on the south portion.
2. Resolution of Intent shall be restricted to a twelve (12) month time limit.
3. Vacation of the patent reservation or relocate the driveway and parking area.
4. Dedication of 30' of right-of-way for Holmby Avenue as required by the Department of Public Services.
5. Approval of the parking and driveway plan by the Traffic Engineer.
6. Install street improvements on Charleston Boulevard as required by the Department of Public Services.
7. At the time of development of the central portion of this property, provisions for drainage from the westerly properties must be made as required by the Department of Public Services.

Staff Recommendation: Application be amended to P-R with R-E approved on the south 230'.

PROTESTS: 1

Levy -
APPROVED Zoning to C-1 for the north 300 feet only, subject to Conditions Nos. 2 thru 7 as recommended by Planning Commission. Unanimous (Christensen excused)

Clerk to notify and Planning to proceed.

Judy Gfanoulakis represented applicant.

No one appeared in opposition.

APPROVED AGENDA ITEM

To: The Board of City Commissioners
 Re: Community Planning and Development Agenda Item
 May 19, 1982 City Commission Agenda

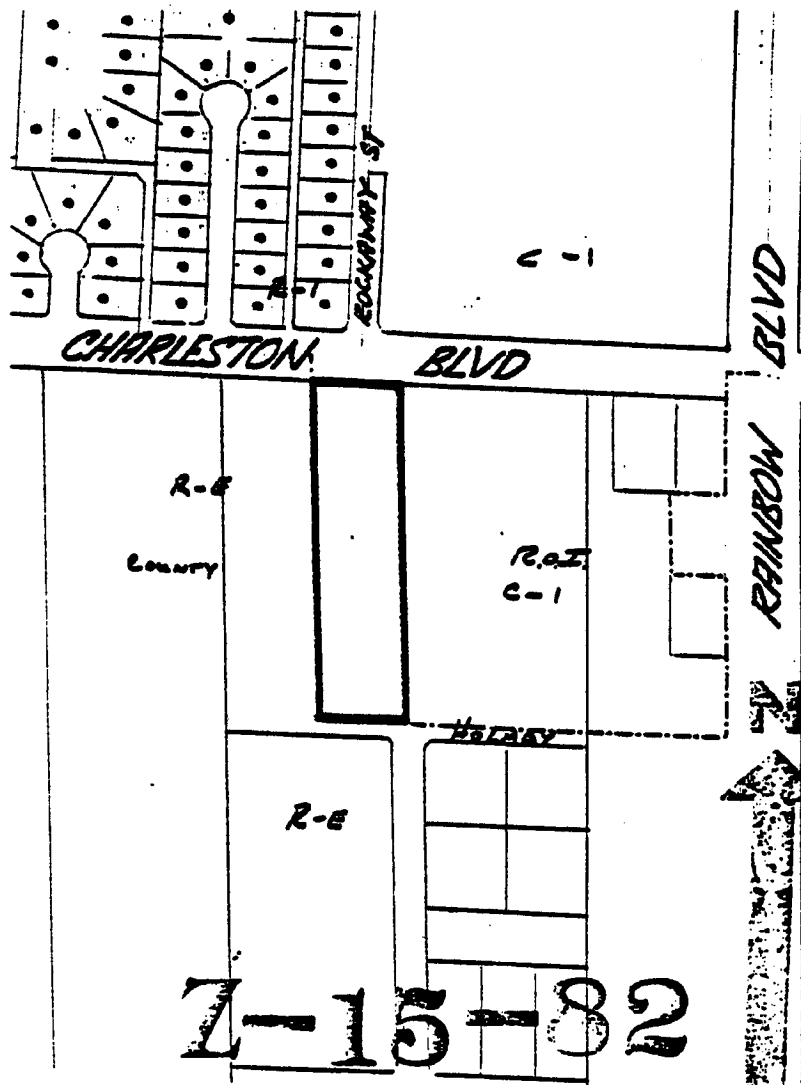
G. ZONE CHANGE - Z-15-82 - BRUCE MCCLLENHAN, ET AL

The request is for an office operation that is proposed to be expanded to include a printing shop that will require C-1 zoning. This parcel is located immediately west of an adjoining ten acre parcel that is zoned C-1 for a shopping center. To the west is R-E in the County and further west is the Hush Puppy Restaurant, which is a commercial use. To the north of Charleston are single family homes in the Charleston Rainbow Subdivision with vacant C-1 zoned land to the east of the subdivision. A representative of the applicant indicated it was only intended to request C-1 on the north 300' of this property which has a depth of approximately 600'. There is scattered R-E development to the south of this parcel.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to the application being amended to C-1 on the north 300' and R-E on the south portion.

STAFF RECOMMENDATION: Application be amended to P-R with R-E approved on the south 230'.

PROTESTS: 1



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982

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BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

H. ZONE CHANGE - Z-19-82 - KENT GREENE AND DENNIS
PULSIPHER

Reclassification of property located at 2022
West Bonanza Road.

From: R-E (Residence Estates)

To: R-3 (Limited Multiple Residence)

Proposed Use: Medium High Density
Apartments

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
2. Install sidewalk on Bonanza Road as
required by the Department of Public
Services.
3. Repair any damage done to existing street
improvements during this construction.
4. Provide fire hydrants and water flow prior
to construction.

Staff Recommendation: APPROVAL

PROTESTS: 1

Lurie -
APPROVED, subject to
conditions.
Unanimous
(Christensen excused)

Clerk to notify a
Planning to proce

Bob Downing
appeared for
application.

No one appeared i
opposition.

APPROVED AGENDA ITEM



To: The Board of City Commissioners
 Re: Community Planning and Development Agenda Item
 May 19, 1982 City Commission Agenda

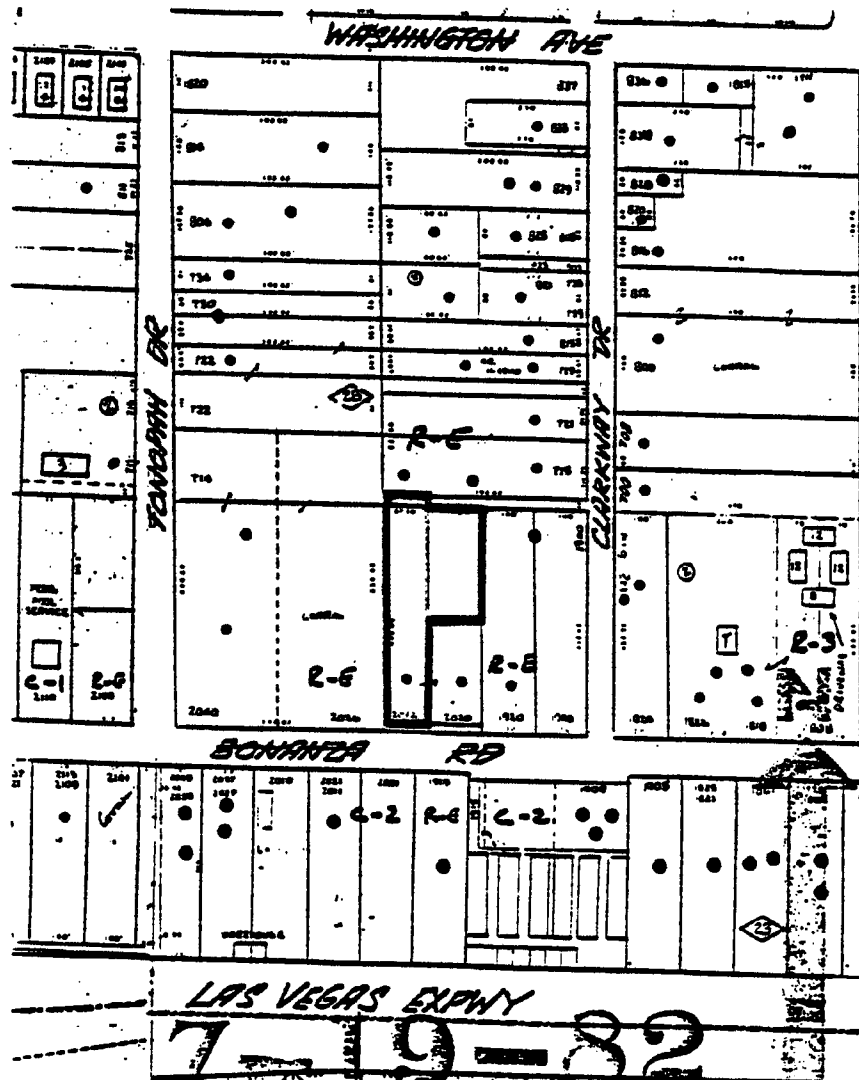
H. ZONE CHANGE - Z-19-82 - KENT GREENE AND DENNIS PULSIPHER

R-3 zoning was approved on this site in 1979 and the resolution has since expired. The request is essentially at the same density as proposed in the past. A total of 36 units are proposed that will be in two-story buildings. There will be 55 parking spaces for this development.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Compatible with the zoning pattern in the area.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 1



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 0247

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

I. ZONE CHANGE - Z-21-82 - FIRST WESTERN SAVINGS
ASSOCIATION

Reclassification of property generally
located 580' north of Charleston Boulevard,
between Lamb Boulevard and Marion Drive.

From: C-1 (Limited Commercial)

To: R-3 (Limited Multiple Residence)

Proposed Use: Medium High Density
Apartments

Planning Commission unanimously recommends
DENIAL. If approved, following are the
recommended conditions:

1. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
2. A 6' block wall shall be constructed along
the north property line measured from the
finished grade of this site.

Staff Recommendation: DENIAL

PROTESTS: 87

Woofter -
DENIED
Unanimous
(Christensen excused)

Clerk to notify

Atty. Geo. Dickers
Ron Irwin, and
Dave Weir
appeared on behalf
of the applicant.

Opposed:
Eleanor Parker
Sheryl Mantonya
James McAllister
Sal Abruscato
Jeff Lofin
Marcy Mead

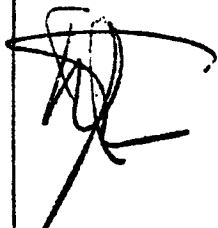
J. SET DATE FOR PUBLIC HEARING ON ANY ITEM
REQUIRING A PUBLIC HEARING THAT WAS ACTED
UPON BY THE PLANNING COMMISSION AT ITS
MAY 13, 1982 MEETING.

NONE

K. SET DATE ON ANY APPEALS FILED OR REQUIRED
PUBLIC HEARINGS FROM THE BOARD OF ZONING
ADJUSTMENT MEETING HELD APRIL 22, 1982.

NONE

APPROVED AGENDA ITEM



To: The Board of City Commissioners
 Re: Community Planning and Development Agenda Item
 May 19, 1982 City Commission Agenda

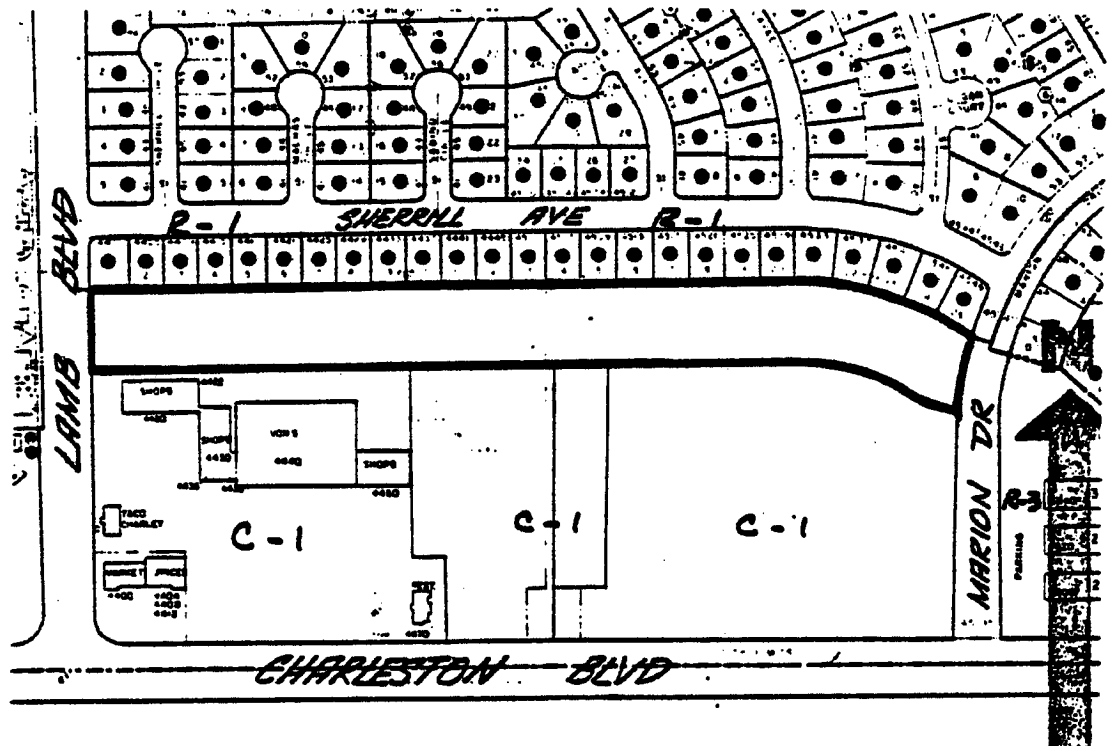
I. ZONE CHANGE - Z-21-82 - FIRST WESTERN SAVINGS ASSOCIATION

The request involves a strip of land located between a partially developed shopping center and an R-1 neighborhood subdivision to the north. This strip of land is approximately 152' deep that will allow for a 51' public street and the remainder for a row of two-story fourplexes. There are no windows proposed on the second story portion of the building adjacent to the residential properties. A total of 92 units are proposed on 23 lots that will result in a 15.9 unit per acre density on this 5.78 acre site. There is an existing 6' block wall immediately north of the improved shopping center site and a block wall exists to the rear of the adjoining residential properties. The proposed 51' street will extend between Lamb Boulevard and Marion Drive which are both on the Major Street Plan. There will be six parking spaces provided for each fourplex which is one space more than the Code requires. In the area to the east of Marion Drive is R-3 zoning along Charleston Boulevard.

PLANNING COMMISSION RECOMMENDATION: DENIAL - Because there are already a substantial number of apartments in the immediate area and for this reason the parcel should be developed on a commercial basis.

STAFF RECOMMENDATION: DENIAL - There is substantial R-3 zoning along Charleston Boulevard and if any additional R-3 is approved, it should be along the easterly portion of this neighborhood between Nellis Boulevard and the Las Vegas Wash Drainage Channel.

PROTESTS: 87

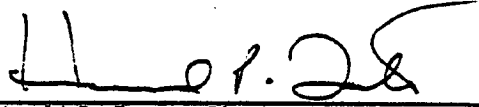


COUNTY 7-21-82

0249

*City of Las Vegas***AGENDA DOCUMENTATION**Date: May 7, 1982TO: The Board of City CommissionersFROM: DON J. SAYLOR, AICP
DEPUTY CITY MANAGERSUBJECT: COMMUNITY PLANNING AND DEVELOPMENT AGENDA ITEMS
MAY 19, 1982 CITY COMMISSION AGENDAPURPOSE/BACKGROUND

- Item A - Extension of Time - Z-23-79 - Loudermilk Investments (see backup material)
- Item B - Reinstatement and Extension of Time - Z-15-81 - Fremont Construction, Inc. (see backup material)
- Item C - Plot Plan Review and Review of Condition - Z-111-77 & Z-31-73(10) - Caralynne Rudin, Inc. (see backup material)
- Item D - Review of Condition - Z-14-73 - Silver State Yamaha (see backup material)
- Items E through I - New Rezoning Applications (see backup material)

FISCAL IMPACT No Funding RequiredRECOMMENDATIONS See Attached
Harold P. Foster, DirectorDISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

X.

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

0250
May 19, 1982

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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ITEM

Commission Action

Department Action

XI. ADDENDUM ITEMS

NONE

APPROVED AGENDA ITEM

Ashley Hall

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

May 19, 1982 0251

BOARD OF CITY COMMISSIONERS
COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Commission Action

Department Action

XII. CITIZEN PARTICIPATION

Items raised under this portion of the Agenda cannot be acted upon by the City Commission until the Notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later meeting.

NONE

MAYOR ANNOUNCED THAT THE CHAIRMAN OF THE CLARK COUNTY COMMISSION HAD AGREED TO ACCEPT RESPONSIBILITY FOR THE OPERATION OF BRINLEY POOL AND PROCEED TO MAKE IT AVAILABLE FOR THE SUMMER TO CITIZENS IN THAT AREA.

MAYOR ANNOUNCED HE WOULD BE CONTACTING COMMISSIONERS REGARDING PROPOSED COMMISSION POLICY REGARDING TIE VOTES AND AGENDA ITEM RECONSIDERATIONS.

MEETING ADJOURNED AT APPROXIMATELY 4 P.M.

APPROVED AGENDA ITEM

Ashley Hall

AGENDA*City of Las Vegas*

0252

BOARD OF CITY COMMISSIONERS**COMMISSION CHAMBERS • 400 EAST STEWART AVENUE • PHONE 386-6011****BILL BRIARE, MAYOR • COMMISSIONERS: PAUL J. CHRISTENSEN • AL LEVY • RON LURIE • ROY WOOFER****SPECIAL MEETING****BOARD OF CITY COMMISSIONERS**

There will be a Special Meeting of the Board of City Commissioners of the City of Las Vegas, Nevada on Friday, the 28th day of May, 1982, to be held in the City Manager's Conference Room, 10th Floor, City Hall Complex, 10:00 A.M., 400 East Stewart Avenue, Las Vegas, Nevada to consider the following Agenda Items:

DEPARTMENT OF BUSINESS ACTIVITY

1. LIQUOR - Request for Preliminary Approval on Change of Ownership/Change of Location/Change of Business Name.

From: Berta's Lounge, 1905 "H" Street - General On-Off Sale License,
Henry Anderson, 50%; Kenneth Thomas, 50%

To: *RUSSELL JACOBY dba INN ZONE - CHEYENNE, SW Corner of Cheyenne/Rancho,
General On-Sale License, Russell Jacoby, 100%

*Subject to the provisions of the Planning, Building & Fire Codes, and
Health Department Regulations.

ADMINISTRATIVE AGENDA - RUSSELL W. DORN, CITY MANAGER

2. Informational briefing and discussion on proposed amended Consent Decree and an amended Reclaimed Wastewater Purchase Agreement.

AFFIDAVIT OF POSTING

0253

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)

COUNTY OF CLARK) ss

Thomas Young
William Bradley, an employee of the City of Las Vegas, Nevada
 being first duly sworn, deposes and says that on the 25th day of
May, 1982, at the hour of 9:30 AM there were posted copies of
 a NOTICE, the attached of which is a true and correct copy, of an SPECIAL
 MEETING of the BOARD OF CITY COMMISSIONERS OF THE CITY OF LAS VEGAS, NEVADA,
 to be held on the 28th day of May,
 1982, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public
 Bulletin Board at the following locations:

1. In the United States Post Office (Downtown), 301 Stewart Avenue;
2. In the Federal Building, 300 Las Vegas Boulevard South;
3. In the Clark County Courthouse, 200 East Carson Avenue;
4. On the Public Bulletin Board at the Plaza Level of City Hall,
 400 East Stewart Avenue (near the entrance to the Court Clerk's
 office); and
5. On the Special Public Bulletin Board at the Plaza Level of City
 Hall, 400 East Stewart Avenue (near the entrance to the City
 Commission Chambers).

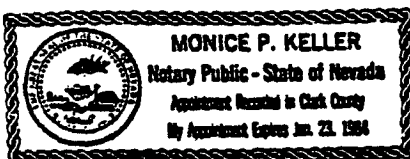
Thomas Young
William Bradley
 SIGNATURE

E.S. 1223
 DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

25th day of May, 1982

Monice P. Keller
 NOTARY PUBLIC in and for said County
 and State. My Commission expires:



CITY COMMISSION MINUTES - MAY 19, 1982
AFFIDAVIT OF MAILING

0254

(Mailing required under the provisions of A. B. 437, NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

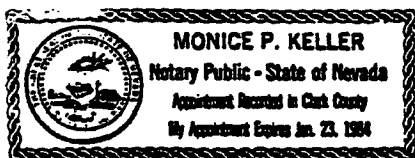
Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 25th day of May, 1982, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a SPECIAL MEETING of the BOARD OF CITY COMMISSIONERS OF CITY OF LAS VEGAS, NEVADA, to be held on the 28th of May 1982, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

Joanne Perry
SIGNATURE (an employee in the Office
of the CITY CLERK)

Subscribed and sworn to before me this

25th day of May, 1982

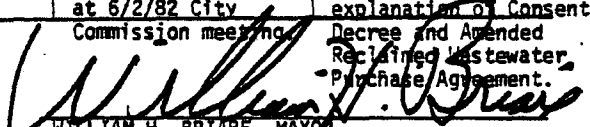
Monice P. Keller
NOTARY PUBLIC in and for said County
and State. My Commission expires:



TO: CAROL ANN HAWLEY
City Clerk, Las Vegas, Nevada

Date: May 21, 1982

CALL OF SPECIAL MEETING: A Special Meeting of the Board of Commissioners of the City of Las Vegas, Nevada, is hereby called to be held in the 10th Floor, City Manager's Conference Room of the City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada on the 28th day of May, 1982 at the hour of 10:00 A.M. to consider the following matter:

ITEM	Commission Action	Department Action
DEPARTMENT OF BUSINESS ACTIVITY	FUEL BOARD PRESENT	
1. LIQUOR - Request for Preliminary Approval on Change of Ownership/Change of Location/Change of Business Name		
From: Berta's Lounge 1905 "H" Street General On-Off Sale License Henry Anderson, 50% Kenneth Thomas, 50%	1. Lurie - APPROVED Unanimous	Staff to proceed Atty. R. Steven Young, Camelia Jacoby and Russell Jacoby were present on behalf of application.
To: *RUSSELL JACOBY dba INN ZONE - CHEYENNE SW Corner Cheyenne/Rancho General On-Sale License *Subject to the provisions of the Planning, Building and Fire Codes, and Health Department Regulations.	NOTE: The Special City Commission Meeting of May 28, 1982 was requested by Commissioner Roy Woofter due to Item 1.	
2. Informational briefing and discussion on proposed amended Consent Decree and an amended Reclaimed Wastewater Purchase Agreement.	2. Action to be taken at 6/2/82 City Commission meeting	Joe Karaganis & George Ogilvie gave detailed explanation of Consent Decree and Amended Reclaimed Wastewater Purchase Agreement.
	 WILLIAM H. BRIARE, MAYOR	

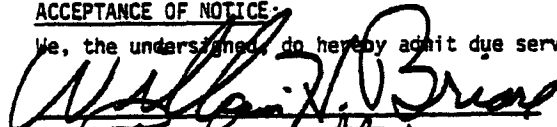
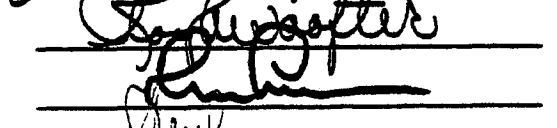
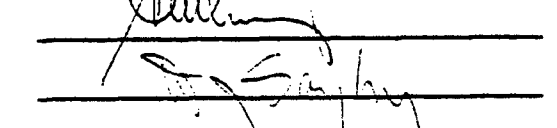
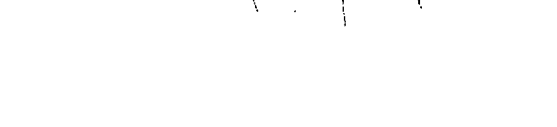
NOTICE OF SPECIAL MEETING:

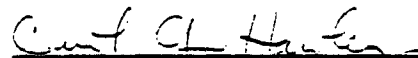
TO: William H. Briare, Mayor
Ron Lurie, Commissioner
Paul J. Christensen, Commissioner
Roy Woofter, Commissioner
Al Levy Commissioner
Russell W. Dorn, City Manager
George Ogilvie, City Attorney
Ashley Hall, Deputy City Manager
Don Saylor, Deputy City Manager

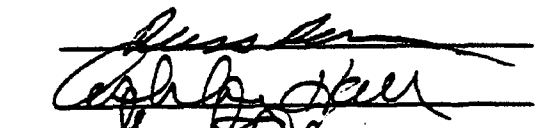
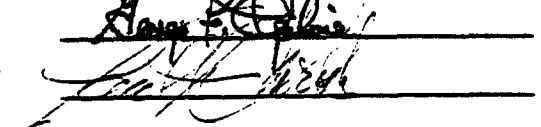
You, and each of you, will please take notice that pursuant to the above call of the Special Meeting this day issued, a Special Meeting of the Board of Commissioners of the City of Las Vegas, Nevada, will be held as stated above.

ACCEPTANCE OF NOTICE:

We, the undersigned, do hereby admit due service of the foregoing Notice of Special Meeting:


CAROL ANN HAWLEY, CITY CLERK



AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

SPECIAL MEETING

May 28, 1982 0256

Page 1

ITEM

Commission Action

Department Action

AGENDA - SPECIAL CITY COMMISSION MEETING-
TO BE HELD FRIDAY, MAY 28, 1982, AT
10:00 A.M., IN THE CITY MANAGER'S CONFER-
ENCE ROOM, 10TH FLOOR, CITY HALL,
400 E. STEWART, LAS VEGAS, NEVADA.

DEPARTMENT OF BUSINESS ACTIVITY

JERRY J. CAHILL, DIRECTOR

A. LIQUOR -- REQUEST FOR PRELIMINARY
APPROVAL ON CHANGE OF OWNERSHIP/
CHANGE OF LOCATION/CHANGE OF
BUSINESS NAME

1. From: Berta's Lounge
1905 "H" Street
General On-Off Sale

Henry Anderson, 50%
Kenneth Thomas, 50%

TO: *RUSSELL JACOBY dba
INN ZONE - CHEYENNE
SW CORNER CHEYENNE/RANCHO

General On-Sale License

Russell Jacoby, 100%

*Subject to the provisions of the
Planning, Building & Fire codes
and Health Department regulations

FULL BOARD PRESENT

Lurie -
APPROVED
Unanimous

Staff to proceed

Atty. R. Steven
Young, Camelia
Jacoby and
Russell Jacoby
were present
on behalf of
this application.

NOTE: The Special City Commission
Meeting of May 28, 1982 was
requested by Commissioner
Roy Woofter.

City of Las Vegas

0257

AGENDA DOCUMENTATION

Date: May 25, 1982

TO: The Board of City Commissioners

FROM: DON SAYLOR,
DEPUTY CITY MANAGERSUBJECT: SPECIAL CITY COMMISSION MEETING -- MAY 28, 1982
LIQUOR -- REQUEST FOR PRELIMINARY APPROVAL ON CHANGE OF OWNERSHIP/
CHANGE OF LOCATION/CHANGE OF BUSINESS NAMEPURPOSE/BACKGROUND

Appearing on the Department of Business Activity agenda for the special meeting to be held May 28, 1982, is a request from Russell Jacoby, dba Inn Zone - Cheyenne, SW corner Cheyenne/Rancho, whereby the applicant is seeking Preliminary Approval of the transfer of the license currently held by Henry Anderson/Kenneth Thomas, dba Berta's Lounge, 1905 "H" Street.

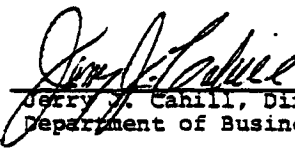
The regulations governing preliminary approval of a license found under Title 5, Chapter 4, Section 10, Las Vegas City Code, state as follows:

"The Board may grant preliminary approval of an application for a license when such approval is requested by an applicant for any good and sufficient reason. The Board may impose requirements on any such preliminary approval, and the Department shall issue the license only after all requirements are satisfied. All such requirements must be satisfied and the license issued within six months after the date of the preliminary approval unless the Board specifies a shorter or longer period in its preliminary approval."

Attached is a copy of a letter dated May 21, 1982, from R. Steven Young, attorney for Mr. Jacoby, regarding this matter. As stated, approval of the transfer of the license at this time would in effect avoid the automatic revocation of the license, due to non-operational status (Berta's Lounge has been closed since May 30, 1981).

If granted it is recommended that the preliminary approval be given for a six-month period and be made subject to the applicant complying with all Planning, Building, and Fire codes, and Health Department regulations.

It is to be noted that Mr. Jacoby plans to have the business known as the Inn Zone - Cheyenne open sometime in October 1982.


Jerry J. Cahill, Director
Department of Business Activity

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

A. 1

LAW OFFICES

R. Steven Young

A PROFESSIONAL CORPORATION

R. STEVEN YOUNG

GENE T. PORTER

0258

925 SOUTH THIRD STREET
LAS VEGAS, NEVADA 89101
702-384-4555

May 21, 1982

The Board City Commissioners
of the City of Las Vegas
225 Bridger Avenue.
Las Vegas, Nevada 89101

Re: Proposed Sale of City of Las Vegas
Privileged License for on Sale
Consumption of Liquor No. L04-110-4-00573

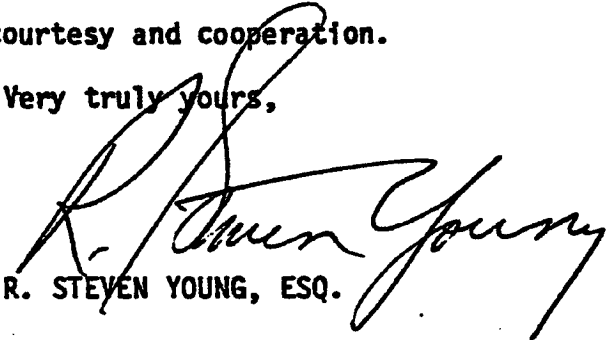
Dear Sirs:

Please consider this letter as a formal request for preliminary approval of the pending sale of the above-referenced liquor license. Please be advised that this license will expire on May 30, 1982, unless immediate action is taken. Consequently, we would very much appreciate your immediate attention and approval of this matter.

Attached hereto, is an Agreement of Sale which embodies the proposed terms regarding this transfer. If there are any questions regarding this document, please do not hesitate to contact this office immediately.

Thank you in advance for your courtesy and cooperation.

Very truly yours,


R. STEVEN YOUNG, ESQ.

RSY/kaw

AGENDA

CITY COMMISSION MINUTES - MAY 19, 1982

City of Las Vegas

SPECIAL MEETING
May 28, 1982

0259

Page 2

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV(a). ADMINISTRATIVE AGENDA
RUSSELL W. DORN, CITY MANAGER

A. Informational briefing and discussion
on proposed amended Consent Decree
and an amended Reclaimed Wastewater
Purchase Agreement.

Action to be taken
at 6/2/82 City
Commission meeting.

Joe Karaganis
and George
Ogilvie gave a
detailed explana-
tion of the
Consent Decree
and Amended
Reclaimed
Wastewater
Purchase Agreemen

MEETING ADJOURNED AT 12:00 P.M.