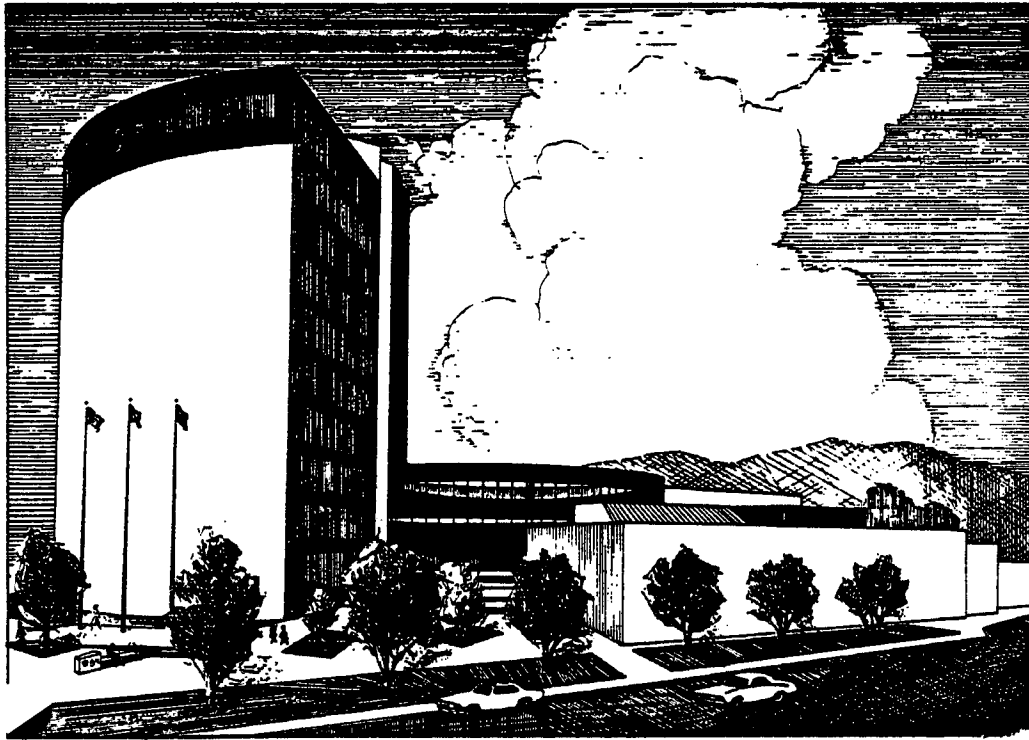




MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: September 7, 1983

TIME: 9:45 A.M.

INVOCATION: Reverend Joel Rivers
Southside Christian Church

PLEDGE OF ALLEGIANCE: Given

BOARD OF CITY COMMISSIONERS

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

CITY ATTORNEY

GEORGE F. OGILVIE	☐	☐	☒
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APPROVED BY REFERENCE December 21, 1983

ATTEST:

Carol A. Hawley
CITY CLERK

William A. Briare
MAYOR

0001

AGENDA*City of Las Vegas*

September 7, 1983

Page 1

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

1000

I. 9:45 A.M.

EXCUSED: MAYOR BRIARE, COUNCILMAN
LEVY AND CITY ATTORNEY GEORGE OGILVIE.
CHIEF DEPUTY CITY ATTORNEY JAN STEWART
WAS ACTING CITY ATTORNEY.A. COMMUNITY RELATIONSPRESENT: MAYOR PRO-TEM LURIE, COUNCIL-
MEN CHRISTENSEN AND NOLEN.B. SPECIAL EVENTS

II. 10:00 A.M.

A. ANNOUNCEMENT RE COMPLIANCE WITH OPEN
MEETING LAW

ANNOUNCEMENT MADE --

B. INVOCATIONReverend Joel Rivers
Southside Christian ChurchINVOCATION GIVEN BY
REV. JOEL RIVERS.C. PLEDGE OF ALLEGIANCE

PLEDGE GIVEN

APPROVED AGENDA ITEM

Ashley Hall

AFFIDAVIT OF POSTING

0002

(Posting required under the provisions of 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 1st day of September, 1983, at the hour of 9:00 AM there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on 7th day September, 1983, 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 Council Chambers)

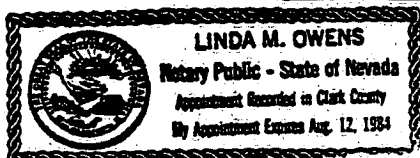
Joanne Perry
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

1st day of September, 1983

Linda M. Owens
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 8/12/84



CITY COUNCIL MINUTES - SEPTEMBER 7, 1983
AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

0003

STATE OF NEVADA)
COUNTY OF CLARK) ss

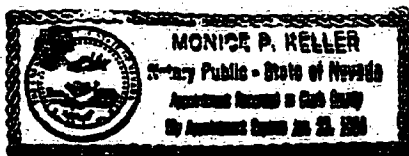
LAURIE DECUNZO, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 1st day of September, 1983, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 7th of September, 1983, 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). and Addendum No. 1

Laurie DeCunzo
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this

1st day of September, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 1/23/84



(Posting required under the provisions of NRS CHAPTER 241)

0004

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 1st day of September, 1983, at the hour of 3:00 P.M. there were posted copies of ADDENDUM NO. 1 to the AGENDA (NOTICE), of a REGULAR MEETING of the CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, to be held on the 7th day of September, 1983, 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 Council Chambers)

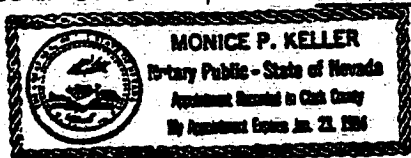
Joanne Perry
SIGNATURE

CITY CLERK'S OFFICE
DEPARTMENT

Subscribed and sworn to before me this

1st day of September, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 1/23/84



AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0005

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ADDENDUM ITEM NO. 1 TO THE AGENDA OF THE MEETING OF THE LAS VEGAS CITY COUNCIL ON WEDNESDAY, SEPTEMBER 7, 1983, BEGINNING AT 10 A.M. IN THE COUNCIL CHAMBERS, 400 EAST STEWART AVENUE, LAS VEGAS, NEVADA.

ADMINISTRATIVE AGENDA

C. DISCUSSION AND POSSIBLE ACTION ON THE SELECTION OF A NEW CITY MANAGER.

DEPARTMENT OF BUSINESS ACTIVITY

P. LIQUOR -- NEW - (1) BEIRUT ENTRANCE, INC. dba ARABIAN NIGHTS RESTAURANT, 226-228 W. SAHARA, BEER/WINE ON-SALE LICENSE; FADL ABDALLAH HAGEALI, PRES, DIR, 100%, SUBJECT TO THE PROVISIONS OF THE PLANNING, FIRE CODES AND HEALTH DEPARTMENT REGULATIONS.

AGENDA*City of Las Vegas*

0006

September 7, 1983

Page 2

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITYJERRY J. CAHILL, DIRECTOR*CONSENT AGENDA

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

*A. LIQUOR -- Additional

1. LARRY'S LARIAT, INC.

Larry's Fireside Inn
3535 North Rancho
1 Bar

2. UNIVERSAL FAMILY PALACE, INC.

Miss Kitty's
111 Las Vegas Blvd South
1 Bar

3. SUNDANCE ASSOCIATES, A LIMITED PARTNERSHIP

Sundance Hotel & Casino
301 East Fremont
1 Bar

*B. GAMING -- Additional

1. GAUGHAN SOUTH, INC.

Ambassador East Casino
916 East Fremont
4 slots

Nolen -
APPROVED Items 1
thru 3..
Unanimous
(Briare and Levy
excused)

Staff to proceed

Nolen -
APPROVED Items 1
thru 18.
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM



AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0007

September 7, 1983

Page 3

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

2. CALIFORNIA HOTEL & CASINO

California Hotel & Casino
12 East Ogden
2 slots

APPROVED
See Page 2

Staff to proceed

3. FRIENDLY CLUB, INC.

Friendly Club
101 East Fremont
22 slots

4. HORSESHOE CLUB OPERATING
COMPANY

Horseshoe Club
128 Fremont
1 Craps Table

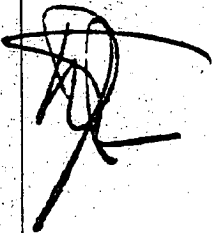
5. GEMINI, INC.

Lady Luck Casino
206 North 3rd Street
30 slots

6. SUNDANCE ASSOCIATES, A
LIMITED PARTNERSHIP

Sundance Hotel & Casino
301 East Fremont
2 slots
3 Poker Tables

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

September 7, 1983

Page 4

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)*B. GAMING -- Additional
(cont'd)APPROVED
See Page 2

Staff to proceed

7. EXBER, INC.

Western Hotel & Casino
899 East Fremont
7 slots

8. DENNY'S, INC.

Denny's Restaurant
2201 West Sahara Avenue
1 slot9. KEG ROOM, A NEVADA
CORPORATIONThe Keg Room
2365 East Bonanza
3 slots

10. ROZ BOL, INC.

Road Runner Saloon
4425 East Stewart
3 slots

11. L.R.P., INC.

Social Circle Bar
235 North Eastern
4 slots

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

0009

September 7, 1983

Page 5

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)*B. GAMING -- Additional
(cont'd)APPROVED
See Page 2

Staff to proceed

12. RANCH LIQUORS, INC.

Ukulele Lounge
617-619 Las Vegas Blvd North
1 slot

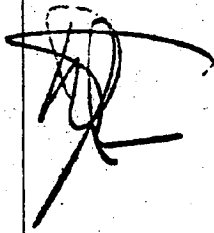
13. AMERICAN COIN MACHINE COMPANY

Atomic Liquors
917 Fremont Street
1 slotCrystal Palace Billiards
2411 East Bonanza, #2A
1 slotDon't Ask
3601 West Sahara
3 slotsSundowner Tavern
1418 East Fremont
1 slot

14. AUTOMATIC AMUSEMENTS OF L. V.

Alfonso's Restaurant &
Coffee Shop
1946 East Charleston Blvd
3 slotsHard Hat Cocktail Lounge
1675 Industrial Road
8 slots

APPROVED AGENDA ITEM



AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0010

September 7, 1983

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 6

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

APPROVED
See Page 2

Staff to proceed

15. CARDIVAN COMPANY

Toots Cocktail Lounge
417 Las Vegas Blvd South
1 slot

16. CASINO ELECTRONICS, INC.

Hi-View Market
2029 North "H" Street
2 slots

17. NEVADA COIN MACHINE COMPANY

Paula K's Clean & Brite
Laundromat
804 North Decatur, #P
1 slot

18. WESTRONICS, INC.

Friendly Club
101 East Fremont
2 slots

Sundance Hotel & Casino
301 East Fremont
2 slots

APPROVED AGENDA ITEM



AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0011
September 7, 1983

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 7

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

C. LIQUOR -- New

1. *PAUL WEINER
dba
WINECELLAR RESTAURANT
2513 Teddy Drive, #1

Beer/Wine On-Sale License

Paul W. Weiner, 100%

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

Christensen -
APPROVED subject
to provisions.
Unanimous
(Briare and Levy
excused)

Staff to proceed
Paul W. Weiner was
present.

D. LIQUOR -- Change of Ownership

1. From: George & Charles Prock,
a Partnership

TO: *I & J, INC.
dba
RED DAWG SALOON
6138-6144 W. Charleston

General On-Off Sale
License

Ibrahim Olmeztoprak,
Pres, Dir, 50%
James F. Burns, V. P.,
Secy, Treas, Dir, 50%

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

Christensen -
APPROVED subject
to provisions.
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

0012

September 7, 1983

Page 8

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)E. LIQUOR -- Change of Ownership/
Change of Business Name1. From: A Taste of Roma
Margaret Morales,
100%TO: *MARIA ONKST
dba
VILLA DESTINO
230 West Sahara AvenueBeer/Wine On-Sale
License

Maria Anne Onkst, 100%

*Subject to the provisions of the
Planning, and Fire codes and
Health Department regulationsChristensen -
APPROVED subject
to provisions.
Unanimous
(Briare and Levy
excused)

Staff to proceed

1005

F. LIQUOR -- Approval of Key
Employees1. UNIVERSAL FAMILY PALACE, INC.
dba
MISS KITTY'S
111 Las Vegas Blvd South

General On-Sale License

Key Employees:
Dennis Dale Sinatra, Talent
Coordinator
Paul P. Sinatra, Entertain-
ment Director
Duane Paul Sinatra, Stage
Director

ABEYANCE

9/21/83 Agenda

Dennis Dale
Sinatra, Paul P.
Sinatra and Duane
Paul Sinatra
appeared for the
application.Atty./Licensee
Gerald Gillock
appeared.Lt. Ron Neimann
appeared to
represent LVMPD.

APPROVED AGENDA ITEM

City of Las Vegas

0013

AGENDA DOCUMENTATION

Date: August 26, 1983

TO: The City Council

FROM: DON SAYLOR
DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- SEPTEMBER 7, 1983 CITY COUNCIL AGENDA
LIQUOR -- Approval of Key EmployeesPURPOSE/BACKGROUND

Item, "F", 1.

Appearing on the Department of Business Activity portion of the agenda is a request for approval of three key employees of Miss Kitty's, 111 Las Vegas Boulevard South, as follows:

Dennis Dale Sinatra	Talent Coordinator
Paul P. Sinatra	Entertainment Director
Duane Paul Sinatra	Stage Director

The Special/Privileged Investigations Section, Las Vegas Metropolitan Police Department has advised that an "unfavorable" police report is being submitted on Dennis Sinatra. The confidential police reports will be furnished to the City Council members prior to the meeting.


Jerry J. Cahill, Director
Department of Business Activity

FISCAL IMPACTRECOMMENDATIONS

Agenda Item

III. F.

EXCERPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

0014

III. DEPARTMENT OF BUSINESS ACTIVITY

F. LIQUOR - APPROVAL OF KEY EMPLOYEES

1. UNIVERSAL FAMILY PALACE, INC. dba MISS KITTY'S

PAGE 1

MAYOR PRO-TEM LURIE: Item F, Liquor - Approval of key employees. Universal Family Palace, Inc. dba Miss Kitty's. Are the applicants present today? Would you like to come forward? As you know, Gerry, we have three of the applicants-- one has an unfavorable police report. Have you had a chance to review the police report?

GERALD GILLOCK: Yes, we have, Mr. Chairman. We've reviewed it and we're prepared to respond to the Commission and explain the one unfavorable report at this time.

MAYOR PRO-TEM LURIE: Okay. Why don't you start explaining -- then we'll have some questions from the Board. Give your name and address for the record please.

GERALD GILLOCK: Mr. Chairman, my name is Gerald Gillock and I'm here appearing on behalf of Universal Family Palace and also on behalf of the applicants -- key employees applicants. The unfavorable report, as I understand it, is for Mr. Dennis Paul Sinatra. Dennis Sinatra is the gentleman here in the light beige suit. Mr. Sinatra is married. He's got two children. He was the manager of Northbeach Leathers Stores for the last ten years, both in Las Vegas and in San Francisco. When he was in San Francisco, he managed two different stores there -- was sent out here to open the Las Vegas store in the Fashion Show Mall. We have a letter from them indicating that his performance was of the highest standard possible. He is a homeowner in our community and owns some homes in other communities as well and the unfavorable report centers around what happened in 1969 when he was in high school. When he was in high school, he was 19 years old and following a football game, he and some of the fellows that were on the football team with Mr. Sinatra got into a girls' dormitory -- took a vacuum cleaner, a sanitary napkin machine and a pencil sharper. At that time, they took his license number when they were leaving the scene. He was later apprehended that evening and apparently, there may have been some scuffles because I understand there was some indication that he was interfering with the officer. Since that time, there's been absolutely nothing on his record. In reviewing the report, I'm sure this is mentioned. We'll see that since that date, his record is totally 100% clear. Now the officer in reviewing the report with us, indicated that the problem was the fact that he did not list that; but Mr. Sinatra was told, as he will testify to you and members of this Commission, that in 1969 after he was going through the court proceedings, which by the way we may be able to determine still, shows an open disposition on the charge. He was told that after ten years there would

EXCERPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

III. DEPARTMENT OF BUSINESS ACTIVITY

F. LIQUOR - APPROVAL OF KEY EMPLOYEES

1. UNIVERSAL FAMILY PALACE, INC. dba MISS KITTY'S

0015

PAGE 2

GERALD GILLOCK:

be no record of his arrest, that his slate would be wiped clean because he specifically asked the officials if this record would, in fact, follow him and he was told that it would not. This occurred in Gage County, New York. I feel that we also have present these other two brothers who can testify as to his character. I think that certainly, Metro's investigation was thorough because of the nature of the application and I think that had there been any other charges subsequent to that, they would have turned them up and I would submit to this Council that this is not justification for a man who is now an adult, has a wife and family, has proven himself as a prudent business manager in our community for the last three years. It's certainly not justification to withhold granting him a key employee position with Universal Family Palace.

MAYOR PRO-TEM LURIE:

Gerry, has he been doing any of the hiring and firing and daily decision making of the operation while he's been going through the investigation?

GERALD GILLOCK:

He's not been. They've been working at the Universal Family Palace and they have not participated in the management decisions or in the overall decision making process of that particular business. He has been working in there as a talent coordinator, working with the director of the stage show only during the course of this investigation. They've been in there daily since we've submitted the application, but the overall management of the firm has been done by Mr. Tom Upton and myself.

COUNCILMAN CHRISTENSEN:

I can appreciate your comments that these things happened when he was in high school and so forth; but as I understand the questionnaire, it states, "Have you ever been arrested. It doesn't state, "Has your record ever been cleared?"-- all these things. The question is, "Have you ever been arrested," and when you put on an answer to the question "no", I've never been arrested that's not true. I believe that the record is cleared and it's been wiped clean by the act of a judge and so forth. This tells me that in 1983 as an adult he said, "No, I've never been arrested, " which was not a truthful statement.

GERALD GILLOCK:

Councilman, that question was asked of Mr. Sinatra by the officer at the time we reviewed the report. At the time we went, we had no indication that there was any negative aspect to this report at all and certainly, I think, Mr. Sinatra was as much dismayed that that was there as anybody because he was told that he had a clean record. I mean, Councilman, in all proceedings -- even in the State of Nevada, a person commits a crime and the slate

EXCERPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

III. DEPARTMENT OF BUSINESS ACTIVITY

F. LIQUOR - APPROVAL OF KEY EMPLOYEES

1. UNIVERSAL FAMILY PALACE, INC. dba MISS KITTY'S

0016

PAGE 3

- GERALD GILLOCK: has been wiped clean. If the records have been sealed, then there is no arrest for the record -- I mean for any purpose. In fact --
- COUNCILMAN CHRISTENSEN: Are you talking arrests or are you talking conviction or are you talking charges and so forth?
- GERALD GILLOCK: I'm talking on any case where a record has been sealed and Mr. Stewart can correct me if I'm wrong, but I think that in any case where the court has stated that they are wiping the record clean, that there is no record of any arrests whatsoever. In fact, the officer from Metro when we were being interviewed for this application -- when we were sitting down with the detective, he said, "If -- you should contact Rochester, New York, and get this wiped off your record and then you will not have to list it as having been arrested." He specifically stated that to us at the time and so I think that as counsel it really wasn't listed on the application. I don't think -- Mr. Sinatra is here and he can speak for himself that there's certainly no attempt to defraud either a computerized research system or this Commission in any way.
- COUNCILMAN CHRISTENSEN: Well, I think you have to recognize that there's a difference between what we're talking about -- this courtroom and what we're talking about as license suitability. It's a different set of rules. As far as the record being wiped clean, as far as the court's concerned, that's one thing; but when you specifically ask a person in a background investigation for a suitability for license, "Have you ever been arrested?" -- that's a very straightforward clear question, "Have you ever been arrested?" Then the answer should be, "Yes, I was arrested." It was a teenage charge and the record has been wiped clean. Then there's no question about it. Then everybody knows. Everybody knows exactly where everybody is on it; but to say, "No, I've never been arrested," even if it's been wiped clean, it's not really a true statement. That's like saying, "No, I've never been in a hospital," simply because you have been in a hospital but you were cured. That doesn't mean that you don't have to say you've never been to a hospital.
- GERALD GILLOCK: I agree with what you're saying, Councilman. My point is that as an attorney I may understand that and as a Councilman you may understand that but to someone that's been specifically told that their record has been wiped clean and they're not educated in the rules of license applications, they're not educated in the rules of hearings, what they're guilty of --

EXCERPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

III. DEPARTMENT OF BUSINESS ACTIVITY

F. LIQUOR - APPROVAL OF KEY EMPLOYEES

1. UNIVERSAL FAMILY PALACE, INC. dba MISS KITTY'S

0017

PAGE 4

- COUNCILMAN CHRISTENSEN: But I would think it would be the other way around. Normally, a person that doesn't have the legal training would answer a question straightforward. Only the person with the legal training would know that now I'm legally allowed to lie about this application and that I think is the other way around.
- GERALD GILLOCK: Well, I don't think, Councilman -- I don't think his intention is to lie or deceive this Council. I'm sure that there was no effort. Otherwise, I'm sure there would be other things on his record that would substantiate the fact that he is a bad person and there is nothing. And I would turn it over to the Council if they have questions of either of the three.
- MAYOR PRO-TEM LURIE: Councilman Nolen has a question.
- COUNCILMAN NOLEN: Jan, do you have a application where he applied for licensing?
- LT. RON NEIMANN: Do I have it with me? No, I don't.
- COUNCILMAN NOLEN: What application was used to -- the same one that would be on a work card? Just like the normal one that anybody applies for on a work card -- the one they fill out?
- LT. RON NEIMANN: For a licensing application -- it's a licensing application.
- JAN STEWART: It's different.
- COUNCILMAN NOLEN: How is that question asked?
- LT. RON NEIMANN: It was answered in the negative.
- COUNCILMAN NOLEN: No, what I'm saying is the question asked on the written application that he fills out?
- LT. RON NEIMANN: That's correct. We ask for that information.
- COUNCILMAN NOLEN: And it wasn't just verbal? It was done in writing?
- LT. RON NEIMANN: The arrest wasn't on there. In fact, the applicant answered "No" to "Have you ever been arrested?"
- COUNCILMAN NOLEN: How much trouble is it to get that application down here?
- MAYOR PRO-TEM LURIE: It's the same one like we have --
- COUNCILMAN NOLEN: I think it's different than that. This is on another issue.

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

GERALD GILLOCK: The question specifically says, "Have you ever been arrested?" and the answer was simply put in there, "No." That's the way the application was answered.

COUNCILMAN NOLEN: So, it wasn't just the thing as you stated before that the officer asked him and he said, "No." He actually put it in writing.

GERALD GILLOCK: No, I didn't say that. What I said is in reviewing the application after this came back, we sat down with the officer. After the application came back with the report of the earlier arrest, he called us, as it is a policy of the City to come in and respond to that particular question, and after Mr. Sinatra was set down with the officer and myself and his two brothers and they said that they found a record of an arrest and that's when he was told quite plain that there was no record of it. So that's the basis for the answer. I think Mr. Sinatra's here if you have some questions of him as to whether or not he was intending to deceive anyone. I don't believe he was. He's not that type of a person.

MAYOR PRO-TEM LURIE: Maybe you'd like to say something for the record? State your name and address for the record too, please.

DENNIS DALE SINATRA: Dennis Dale Sinatra, 4315 Colvert Hill Court, Las Vegas, Nevada. What Mr. Gillock is saying was correct. When I was arrested and put on probation, I talked to my probation officer and asked, will I have a record for the rest of my life because of this. He distinctly told me that if you're a first offender, after a ten year period your record is clean -- your slate will be clean. Now, I don't deny what I was doing when I filled that application out, that I sat there and put an answer "No" or "Yes" on the application. I was caught between two questions. Do I put down "Yes, I was" or do I think back what he told me about my record being clean. I don't deny putting "No" on the application. I'm finding out right now it was a mistake. I called back home and talked to my mother and had her look up my record at Gates County Courthouse and it took her attorney quite awhile to find it. They had to go in the cellar and clean out a lot of things to find the record and it was stated there as a no disposition. It showed no charges or nothing and I just left it stand. I told Gerry what happened and I'm thinking myself maybe on going to the Governor of New York for a full pardon, because I don't want to live in Nevada as an ex-felon considering it was a high school prank and have to walk around this town as an ex-felon. So, I'm going to write to the Governor of New York for a full pardon. That's all I can say. Thank you.

EXCERPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

III. DEPARTMENT OF BUSINESS ACTIVITY

F. LIQUOR - APPROVAL OF KEY EMPLOYEES

1. UNIVERSAL FAMILY PALACE, INC. dba MISS KITTY'S

0019

PAGE 6

MAYOR PRO-TEM LURIE: Any questions?

JAN STEWART: Mayor Pro-Tem.

MAYOR PRO-TEM LURIE: Jan.

JAN STEWART: I don't have a question but I think for the record we need to introduce the police report into the record and ask that it be held in custody of the Metropolitan Police Department, so that it'll be a part of our record. The other matter is -- is that alright, Mayor Pro-Tem?

MAYOR PRO-TEM LURIE: Pardon me?

JAN STEWART: Will the record be -- will that be entered as part of the record?

MAYOR PRO-TEM LURIE: Yes, the report that we have from Metropolitan Police Department will be entered as part of the record.

JAN STEWART: The other matter has come up before. I don't have the cases here but in states such as Nevada where you can clean a criminal record by going back into court and requesting your record be wiped out or expunged or whatever they call it, that condition when it is removed is removed for the purposes of registering as an ex-felon for there has been penalties in subsequent criminal actions, but it does not relieve any applicant from obligation to not only list the arrest but the conviction, and I think the first case arose in California, involved a doctor who was seeking a licensing and they had a similar question on his application and the California Supreme Court stated that he must answer that question on this kind of an application. The same issue came up in Nevada Supreme Court. They followed the California case. So the result of it is this. When you have this kind of a license application that's a privileged application, it requires you to disclose past criminal conduct even though it may have been eliminated for other purposes in criminal justice system. You're still obligated to list on this application.

MAYOR PRO-TEM LURIE: Thank you, Jan. Metro, do you have anything else you'd to made into the record?

LT. RON NEIMANN: No, nothing other than what's on the report.

MAYOR PRO-TEM LURIE: Okay, thank you.

EXCERPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

III. DEPARTMENT OF BUSINESS ACTIVITY

F. LIQUOR - APPROVAL OF KEY EMPLOYEES

1. UNIVERSAL FAMILY PALACE, INC. dba MISS KITTY'S

0020

PAGE 7

GERALD GILLOCK:

Mr. Lurie, one thing in final response is that I would say, specifically, at the time for Mr. Stewart's benefit. At the time we met with Metro, he specifically stated that should he get his record clean from that point, on he would not have to list it on any time of licensing application and my point is there was no intentional intent to deceive this Commission. This man is of good character -- is a married man and deserves to have this particular license bestowed by the City. There's no reason not to.

MAYOR PRO-TEM LURIE:

Any further questions from the Board concerning the applicant? What's the action the Board wishes to take this morning? Doesn't seem like the Board wishes to take any action on this application this morning, so we'll hold this item over until our meeting of the 21st when we have a full Board.

GERALD GILLOCK:

In the meantime, Mayor, we will provide you with the courthouse records that we're in the process of obtaining from the east.

MAYOR PRO-TEM LURIE:

That will be fine.

END OF EXCERPT

AGENDA*City of Las Vegas***0021**

September 7, 1983

Page 9

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)G. LIQUOR -- Approval of Franchise Managers

1. SOUTHLAND CORPORATION
dba
7-ELEVEN FOOD STORE #24172
4401 North Rancho

Beer/Wine Off-Sale License

Franchise Managers:
John and Catherine Francis,
100%, jointly as husband
and wifeNolen -
APPROVED
Unanimous
(Briare and Levy
excused)

Staff to proceed

H. LIQUOR & GAMING -- Approval of Manager/Stockholder

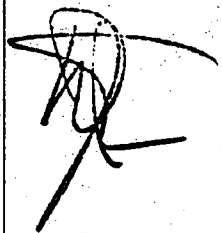
1. GOLDEN GATE PARTNERSHIP
dba
GOLDEN GATE
#1 Fremont Street

General On-Sale License
Nonrestricted GamingManager/Stockholder:
Craig Ghelfi, General Manager,
1%Nolen -
APPROVED
Unanimous
(Briare and Levy --
excused)

Staff to proceed

Craig Ghelfi was
present.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

0022

September 7, 1983

Page 10

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

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

1. LEOPOLD DANIHEL
dba
SULINDA BY GASLIGHT
2035 Las Vegas Blvd South

Restricted Gaming: 5 slots

Leopold Danihels, 100%
2. MICHAEL & LAURETTA ZARVIAN
dba
7-ELEVEN FOOD STORE #22939
1624 South Decatur

Restricted Gaming: 3 slots

Michael Zarvian, 50%
Lauretta D. Zarvian, 50%

Nolen -
APPROVED Items 1
and 2.
Unanimous
(Briare and Levy
excused)

Staff to proceed

J. GAMING -- Change of Location

1. From: 236 West Wyoming

TO: GOLDEN GAMES, INC.
dba
GOLDEN GAMES, INC.
3413 Industrial Road

Slot Operator License

Morris Golden, Sole
Officer, Dir, 100%
John Maravich, Key
Employee

Nolen -
APPROVED
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

0023

September 7, 1983

Page 11

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)K. GAMING -- Change of Corporate Structure

1. CASINO ELECTRONICS, INC.
dba
CASINO ELECTRONICS
3101 W. Spring Mountain Rd, #1

Slot Operator License

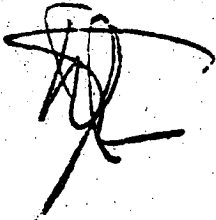
From: Colin E. Foster, Pres,
Secy, Dir, 25%
Leona Foster, V. P.,
Treas, Dir, 25%
Alfred H. Wilms, 50%

TO: Colin E. Foster, Pres,
Treas, Dir, 5%
Leona Foster, V. P.,
Dir, 5%
Alfred H. Wilms, 10%
Omega Enterprises,
Inc., 80% --
Stanley E. Fulton,
Pres, Dir, 25%
Elizabeth Fulton,
Secy, Treas, 25%
Alfred H. Wilms,
V. P., Dir, 50%

Nolen -
APPROVED
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM



0024

AGENDA*City of Las Vegas*

September 7, 1983

Page 12

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)L. PRIVATE PATROLMAN LICENSE -- New

1. SPECIALIZED SECURITY SERVICES, INC.
dba
SPECIALIZED SECURITY SERVICES, INC.
1500 East Tropicana, Suite 125

James Lee Fleshood, Pres.,
Dir, 100%

Nolen -
APPROVED
Unanimous
(Briare and Levy
excused)

Staff to proceed

James Lee
Fleshood was
present.M. SPECIAL EVENT LIQUOR LICENSES

1. CHRIST CHURCH EPISCOPAL

Location: 2000 Maryland Pkwy

Date: October 15, 1983

Responsible Licensee:
Frank Scott
Union Plaza Hotel & Casino

Nolen -
APPROVED Items 1..
thru 4.
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

September 7, 1983

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

Page 13

PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)M. SPECIAL EVENT LIQUOR LICENSES
(cont'd)APPROVED
See Page 12

Staff to proceed

2. KNIGHTS OF COLUMBUS, LAS VEGAS COUNCIL #2828

Location: 205 No. 10th Street

Date: October 8, 1983

Responsible Licensee:
David S. Causey
Knights of Columbus, Las
Vegas Council #28283. LAS VEGAS SINGLES COUNCIL

Location: 3333 W. Washington

Date: September 24, 1983

Responsible Licensee:
John T. Wasserburger
Nevada Beverage Company4. MINT GUN CLUB

Location: Floyd Lamb Park

Dates: September 21, 22,
23, 24 & 25, 1983Responsible Licensee:
Andrew M. Zorne
Mint Hotel & Casino

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

0026

September 7, 1983

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 14

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)N. SPECIAL EVENT GAMING LICENSE

1. WOMEN'S AMERICAN ORT

Location: #1 Main Street

Date: October 2, 1983

Type: Pan Tournament

Nolen -
APPROVED
Unanimous
(Briare and Levy
excused)

Staff to proceed

O. LIQUOR -- Request for Approval
of Nonoperational Status

1. ROLLOW KIMBALL

dba

SPORTSMAN'S TIME OUT
1511 South Main Street

General On-Sale License

Rollow D. Kimball, 100%

Nolen -
APPROVED
Unanimous
(Briare and Levy
excused)

Staff to proceed

Applicant's
representative
was present.(Nonoperational status for period
6/9/83 to 9/9/83 approved 6/1/83.
Request for approval of extension
for additional three-month period:
9/9/83 to 12/9/83.)

APPROVED AGENDA ITEM

City of Las Vegas

0027

AGENDA DOCUMENTATION

Date: August 26, 1983

TO: The City Council

FROM: DON SAYLOR
DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- SEPTEMBER 7, 1983 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational Status

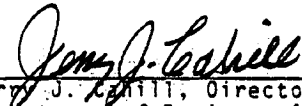
PURPOSE/BACKGROUND

Item, "0", 1.

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

1. Rollow O. Kimball, dba Sportsman's Time Out

A copy of letter requesting extension is attached.


Jerry J. Lashille, Director
Department of Business Activity

FISCAL IMPACT

RECOMMENDATIONS

Agenda Item

III. 0.

0028

August 24, 1983

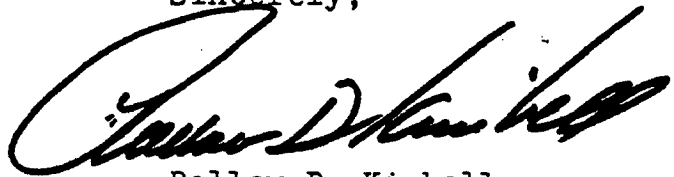
Department of Business Activity
400 East Stewart
Las Vegas, Nevada 89101

RE: Liquor License #L04-039-4-00147
(Non-operational status Sportsman Time Out Saloon)

Gentlemen:

I respectfully request that my license be extended on an inactive status for an additional ninety days and be placed on the agenda for commission consideration. I am now negotiating a purchase and I request the additional time for the new owner to be approved.

Sincerely,



Rollow D. Kimball

RDK/jlr

RECEIVED
BUSINESS ACTIVITY
Aug 25 11 40 AM '83

AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0029

September 7, 1983

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 14A

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)

1538

P. LIQUOR -- NEW

1. BEIRUT ENTRANCE, INC.
dba
ARABIAN NIGHTS RESTAURANT
226-228 West Sahara Avenue

Beer/Wine On-Sale License

Fadl Abdallah Hageali,
Pres., Dir. 100%

*Subject to the provisions of the
Planning, Fire Codes and Health
Department regulations.

NOTE: This item is to be heard
after 3:00 P.M. to comply
with the Open Meeting Law.

ADDENDUM NO. 1 - See Page 52

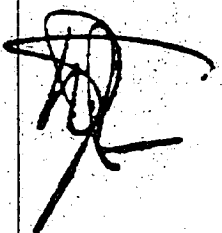
Nolen -
APPROVED subject
to provisions.
Unanimous
(Briare and Levy
excused)

(This item was heard in the afternoon
session after 3:00 P.M.)

Staff to proceed

Fadl Abdallah
Hageali appeared.

APPROVED AGENDA ITEM



AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

0030

September 7, 1983

City of Las Vegas

CITY COUNCIL

Page 15

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

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

10:27
(1)

- A. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION REQUESTING THE PLACEMENT OF AN EMERGENCY LAS VEGAS METROPOLITAN POLICE DEPARTMENT COMMUNICATION FACILITY ON GASS PEAK.

Christensen -
ADOPTED Resolution
Unanimous
(Briare and Levy
excused)

Staff to proceed

10:28

- B. DISCUSSION AND POSSIBLE ACTION ON SUGGESTIONS BY THE CITY COUNCIL AND CITY MANAGER TO DISCUSS PRESENT AND POTENTIAL INTERLOCAL AGREEMENTS WITH GOVERNMENTAL AND PRIVATE ORGANIZATIONS WHICH MAY ENHANCE THE SHARING OF SERVICES AND EQUIPMENT.

Nolen -
ABEYANCE
Unanimous
(Briare and Levy
excused)

9/21/83 Agenda

1539
1554
(3)

- C. DISCUSSION AND POSSIBLE ACTION ON THE SELECTION OF A NEW CITY MANAGER.

NOTE: This item is to be heard after 3:00 P.M. to comply with the Open Meeting Law.

ADDENDUM NO. 1 - See Page 52

Nolen -
Motion unanimously approved directing City Manager to proceed with selection per his recommendations as follows: Recruitment to be on a local, state and national level; establishment of a staff and Coordinating Committee to develop job description, place advertisements in local and national publications, i.e. ICMA, Natl. League of Cities, Wall Street Journal; development of criteria for evaluation and performance and screening of all applicants; salary to be \$45,000 to \$55,000 with City to pay moving costs not to exceed one month's salary and reasonable travel costs. The following items to be placed on the 9/21/83 Agenda:
1. Nomination of three names by each Council member and Mayor for possible appointment to a Citizens Committee who will review applications and recommend five finalists to be interviewed by the Council, and 2. Appointment of an Acting City Manager until final selection (approx. until 1/1/84). (Dorn recommended consideration of Deputy City Manager Don Saylor).
Unanimous
(Levy and Briare excused)

0031

City of Las Vegas

AGENDA DOCUMENTATION

Date: September 7, 1983TO:
The City CouncilFROM:
RUSSELL W. DORN
CITY MANAGER *Russ*SUBJECT: DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION REQUESTING THE PLACEMENT OF AN EMERGENCY
LAS VEGAS METROPOLITAN POLICE DEPARTMENT COMMUNICATION FACILITY ON GASS PEAK.PURPOSE/BACKGROUND

With the approval of more than 60% of Las Vegas area voters served by the Las Vegas Metropolitan Police Department, Metro began a \$6.2 million upgrade of their communication system. A key element in that upgrade is the positioning of a receiver and transmitter facility on Gass Peak. The proposed communication facility would be located in a proposed U.S. Fish and Wildlife Service wilderness area.

Metro has stated that a full Environmental Impact Study would take 6 months at a cost of approximately \$20,000. They believe the EIS regulation should be waived because no other alternative site is technically acceptable or economically justified; a 6 month delay would severely hamper the development of the system; the Gass Peak area is only a proposed wilderness area, and that the environmental impacts could be reduced to an acceptable level consistent with the intent of the National Environmental Policy Act.

Metro has stated that should the area indeed be designated wilderness area, they are committed to returning the Gass Peak site to its original condition.

Yesterday the Clark County Commission unanimously passed a similar resolution as is before you today.

FISCAL IMPACTRECOMMENDATIONS

It is the recommendation of the City Manager that the resolution requesting the placement of an emergency communication facility on Gass Peak be approved by the Council and forwarded to Mr. Robert Lantzen, Director of the U.S. Fish and Wildlife Service, U.S. Department of the Interior.

Agenda Item

IV. (a) - A.

RESOLUTIONREQUESTING THE PLACEMENT OF AN
EMERGENCY LAS VEGAS METROPOLITAN POLICE DEPARTMENT
COMMUNICATION FACILITY ON GASS PEAK

WHEREAS, on June 7, by an overwhelming vote of the people, the Las Vegas Metropolitan Police Department was authorized to issue municipal bonds in the amount of 6.2 million dollars for the express purpose of upgrading a deteriorating law enforcement communications network; and

WHEREAS, the placement of a multi-station radio repeater facility on Gass Peak is determined by professional radio engineers to be the only technically acceptable and economically justifiable method of accomplishing the voter mandated upgrade; and

WHEREAS, the proposed communication facility would also be within the confines of an area designated by the United States Fish and Wildlife Services as a Wilderness Study Area; and

WHEREAS, the application process to assess environmental impacts is lengthy and will severely constrain the ability of the Las Vegas Metropolitan Police Department to proceed with the community-needed and vital communication upgrade; and

WHEREAS, both the Las Vegas Metropolitan Police Department and Toiyabe chapter of the Sierra Club believe and agree that environmental impact, if any, associated with the Gass Peak Proposal can realistically be reduced to a level acceptable and consistent with the intent of the National Environmental Policy Act; and

WHEREAS, the public safety and welfare of the citizens of the City of Las Vegas are directly related to an early resolution in said application.

NOW, THEREFORE, BE IT RESOLVED that the Las Vegas City Council does fully endorse the Las Vegas Metropolitan Police Department's effort in application for Gass Peak and therefore calls upon the Director of the United States Fish and Wildlife Service, United States Department of the Interior, to cause expeditious resolution through the Regional Director's Office,

1 Portland, Oregon.
2

3 PASSED, ADOPTED, AND APPROVED this 7th day of September, 1983.
4

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6 
7 WILLIAM H. BRIARE, MAYOR
8

9 ATTEST:

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11 Carol Ann Hawley, City Clerk
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32

0034

City of Las Vegas

AGENDA DOCUMENTATION

Date: September 7, 1983

TO:

The City Council

FROM:

RUSSELL W. DORN
CITY MANAGER

Russ

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON SUGGESTIONS BY THE CITY COUNCIL AND CITY MANAGER TO DISCUSS PRESENT AND POTENTIAL INTERLOCAL AGREEMENTS WITH GOVERNMENTAL AND PRIVATE ORGANIZATIONS WHICH MAY ENHANCE THE SHARING OF SERVICES AND EQUIPMENT.

PURPOSE/BACKGROUND

This will be an oral presentation given by the City Manager.

FISCAL IMPACT

RECOMMENDATIONS

Agenda Item

IV.(a) - B

0035

City of Las Vegas

AGENDA DOCUMENTATION

Date: September 7, 1983

TO:
The City Council

FROM:
RUSSELL W. DORN
CITY MANAGER

Russ

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE SELECTION OF A NEW CITY MANAGER

PURPOSE/BACKGROUND

This will be an oral presentation given by the City Manager.

FISCAL IMPACT

RECOMMENDATIONS

Agenda Item

IV.(a) - C

0036

AGENDA*City of Las Vegas*

September 7, 1983

Page 16

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council 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 Council and may be enacted by one motion. However, any items may be discussed if a Council 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 \$3,097,984.36
2. Payroll Warrants
In the amount of \$787,381.17
3. Other Warrants and Investments
In the amount of \$582,215.12

Nolen -
APPROVED Items 1
thru 3.
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

CITY OF LAS VEGAS

Warrant Register Summaries Recap

0037

SERVICE & MATERIAL WARRANTIES AND OTHER WARRANTIES

[illegible]

Total Service & Material \$ 3,097,984.36

Total Other \$ 582,215.12

PAYROLL WARRANTS

NO.	TRF#	AMT \$	DESCRIPTION
115235	116937	787,381.17	PP/E Aug. 13, 1983

Total Payroll \$ 787,381.17

TOTAL NET AMOUNT \$ 4,467,580.65

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.

M. J. [Signature]
DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED: [Signature]
CITY MANAGER

On September 19, 1983 The Board of City Commissioners ordered the above warrants paid and the City Treasurer is hereby ordered to disperse the warrants as presented.

William N. Brais
MAYOR

ATTEST: Carl A. Hanley
CITY CLERK

AGENDA*City of Las Vegas*

September 7, 1983

CITY COUNCIL

Page 17

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

IV. (c) DEPARTMENT OF PERSONNEL &
EMPLOYEE RELATIONS

MICHAEL P. COOL, DIRECTOR

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

<u>Dept/Class</u>	<u>Monthly Salary</u>	<u>Justification</u>
Fire Services Firefighter Trainee (Sixteen positions; Twenty-one retired Firefighters since July 1, 1983 - request replacement of sixteen vacant and budgeted positions only)	\$1197.	To maintain full minimum manning requirements at all City stations
Detention & Correctional Services Detention Specialist (Replacement of three vacant and budgeted positions)	\$1345.	Assists in the supervision of inmates in the City of Las Vegas detention facilities
Municipal Court Jr. Office Assistant (Replacement of three vacant and budgeted positions)	\$ 929.	Performs a vari- ety of clerical duties and assists at the counter
Municipal Court Data Entry Operator (Replacement of two vacant and budgeted positions)	\$1104.	Responsible for daily computer entry of all traffic cita- tions issued by Metro, Highway Patrol, Motor Carrier, and Parking Enforce- ment personnel

Christensen -
APPROVED as recom-
mended by staff.
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

AGENDA*City of Las Vegas*

0039

September 7, 1983

Page 18

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

IV. (c) DEPARTMENT OF PERSONNEL &
EMPLOYEE RELATIONS

MICHAEL P. COOL, DIRECTOR

(Continued)

<u>Dept/Class</u>	<u>Monthly Salary</u>	<u>Justification</u>
Municipal Court Judicial Services Officer (Replacement of one vacant and budgeted position)	\$1280.	Assists in the release from custody and supervision of persons charged with or con- victed of mis- demeanor offenses

APPROVED
See Page 17

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

0040

AGENDA DOCUMENTATION

Date: September 7, 1983

TO:

The City Council

FROM:

MICHAEL P. COOL, DIRECTOR
PERSONNEL & EMPLOYEE RELATIONS

SUBJECT:

VACANCY REPORT

PURPOSE/BACKGROUND

At your Council meeting of August 17th, an amended final budget was adopted that reduced the general fund by 5.4 million dollars, requiring the elimination of several budgeted positions by the Budget Officer.

Since August 17th, no vacant positions have been filled, while eighteen (18) new vacancies have occurred, making the total number of sixty-three (63) vacant, regular, full-time budgeted positions as of this date.

FISCAL IMPACT

The total dollar savings realized through vacancies remaining in the amended final budget to date is \$178,689. If the positions that are currently vacant were to remain vacant for the remainder of fiscal year 1983-84, the estimated total savings for the fiscal year would be \$1,183,160.

RECOMMENDATIONS

Agenda Item

IV.C.

City of Las Vegas

AGENDA DOCUMENTATION

Date: August 31, 1983TO:
The City CouncilFROM:
ASHLEY HALL
DEPUTY CITY MANAGERSUBJECT:
DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS - AUTHORIZATION TO FILL BUDGETED VACANCIESPURPOSE/BACKGROUND

The following is submitted under Agenda Item IV. (c)

Firefighter Trainee (Sixteen positions; twenty-one retired Firefighters since July 1, 1983 - request replacement of sixteen vacant and budgeted positions only)

Detention Specialist - replacement of three vacant and budgeted positions.

Junior Office Assistant - replacement of three vacant and budgeted positions.

Data Entry Operator - replacement of two vacant and budgeted positions.

Judicial Services Officer - replacement of one vacant and budgeted position.

FISCAL IMPACT

All of the above positions are included in the 1983-'84 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

Michael P. Cool
Michael P. Cool, Director
Personnel & Employee Relations

Agenda Item

IV. (c)

AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0042

September 7, 1983

Page 19

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

10:46

IV. (d) DEPARTMENT OF FUNDS COORDINATION -
RICHARD B. BLUE, JR., DIRECTOR

A. RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LAS VEGAS AUTHORIZING THE DEPARTMENT OF
FUNDS COORDINATION TO SUBMIT AN APPLICATION
TO HUD FOR ITS "312" PROGRAM

Christensen -
ADOPTED Resolution
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

0043

City of Las Vegas

AGENDA DOCUMENTATION

Date: August 29, 1983

TO: The City Council

FROM: ASHLEY HALL
DEPUTY CITY MANAGERSUBJECT: RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE DEPARTMENT OF FUNDS COORDINATION
TO SUBMIT AN APPLICATION TO HUD FOR ITS "312" PROGRAMPURPOSE/BACKGROUND

The Department of Housing and Urban Development has available funds in its "312" Rental Rehabilitation Program. Under the "312" Rental Rehab Program, loans can be made to owners of multifamily structures numbering 5-99 units for the purposes of bringing these structures up to standard.

This program is limited to the HUD approved Neighborhood Strategy Areas I & II. It should be noted that the City is responsible for submitting the 312 application on behalf of the property owner.

If the City is to proceed with this application, the responsibilities of the City should be noted:

1. The City of Las Vegas, and not the property owner(s), is responsible for processing the 312 loan.
2. The City of Las Vegas, and not the property owner(s), is responsible for monitoring the rehabilitation of the property to insure compliance with Federal requirements.
3. The City of Las Vegas, through its Community Development Block Grant Program, may be required to provide "front" money to cover the costs of inspection reports, preliminary title reports, final title reports, appraisal costs, all of which is recoverable once the application is approved.

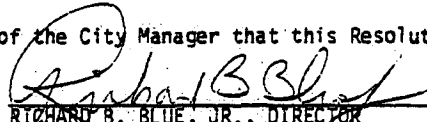
FISCAL IMPACT

If successful, HUD could make available monies to renovate suitable properties which are currently an eyesore in the community.

Amount requested: \$123,408.00.

RECOMMENDATIONS

It is the recommendation of the Office of the City Manager that this Resolution be approved.


RICHARD B. BLUE, JR., DIRECTOR
DEPARTMENT OF FUNDS COORDINATION

Agenda Item

IV. (d) A.

1 RESOLUTION OF THE CITY COUNCIL AUTHORIZING
2 THE DEPARTMENT OF FUNDS COORDINATION TO
3 SUBMIT AN APPLICATION TO THE DEPARTMENT OF
4 HOUSING AND URBAN DEVELOPMENT FOR ITS "312"
5 PROGRAM

6 WHEREAS, the United States Department of Housing and Urban
7 Development is soliciting proposals from eligible applicants to participate
8 in the Section 312 Low Interest Rehabilitation Loan Program of the National
9 Housing Act of 1937, as amended;

10 WHEREAS, the City of Las Vegas is a Community Development Block
11 Grant Entitlement City; and

12 WHEREAS, the City of Las Vegas supports and conducts a housing
13 rehabilitation program; and

14 WHEREAS, the City of Las Vegas has two eligible neighborhoods with
15 multifamily properties in need of rehabilitation; and

16 WHEREAS, Community Development Block Grant Entitlement Cities are
17 eligible to submit proposals.

18 NOW, THEREFORE, BE IT RESOLVED THAT:

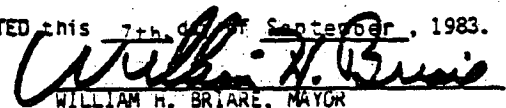
19 1. The Department of Funds Coordination is authorized to prepare
20 and submit a proposal for participation in the Department of Housing
21 and Urban Development, Section "312" Program.

22 2. The Department of Funds Coordination is authorized to administer
23 the "312" Program in the City of Las Vegas.

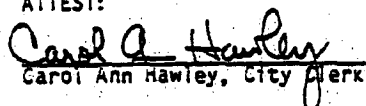
24 3. A portion of the City's Community Development Block Grant
25 funds will be used to cover costs of various title reports and appraisal
26 costs, all of which are recoverable through the program.

27 4. The amount and type of financing provided under this Program
28 will be dependent upon the economics of the specific project and structure
29 of the City's program.

30 PASSED, APPROVED AND ADOPTED this 7th day of September, 1983.

31 
32 WILLIAM H. BRIARE, MAYOR

33 ATTEST:

34 
35 Carol Ann Hawley, City Clerk

AGENDA*City of Las Vegas*

September 7, 1983

Page 20

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

IV (g) DEPARTMENT OF GENERAL SERVICESDAN R. PILKINGTON, DIRECTOR***CONSENT AGENDA**

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

PURCHASING & CONTRACTS DIVISION***A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS**

1. Elevator Maintenance Contract
Department of Business Activity
2. Office Machine Maintenance Contract
Department of General Services
3. Word Processing Equipment Maintenance Contract
Department of General Services

***B. PURCHASE ORDER APPROVAL**

1. Professional Services Contract
Municipal Court

Nolen -
APPROVED Items A
and B as recommended by staff.
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

AGENDA DOCUMENTATION

Date: AUGUST 26, 1983TO:
The City CouncilFROM:
ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - SEPTEMBER 7, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. BIO TITLE: 36-MONTH ELEVATOR MAINTENANCE CONTRACT FOR MUNICIPAL PARKING RAMPS BID NUMBER: 83.9999.16

ITEM: SERVICE ESTIMATE: \$43,200.00

DEPARTMENT: BUSINESS ACTIVITY INVITATIONS MAILED: 11

FUNDING: MUNICIPAL PARKING RESPONSES RECEIVED: 5

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO ASSURE THAT THE ELEVATORS AT THE MUNICIPAL PARKING RAMPS OPERATE AT OPTIMUM CAPABILITY AND MEET ALL REQUIRED SAFETY CODES.

BIO ABSTRACT SUMMARY

			<u>TOTAL COST</u>	<u>TOTAL POINTS</u>
U. S. ELEVATOR	LAS VEGAS	NV	\$23,464.80	28,900
RELIABLE ELEVATOR	LAS VEGAS	NV	\$29,592.00	23,300
MONTGOMERY ELEVATOR	LAS VEGAS	NV	\$34,128.00	18,600
WESTINGHOUSE ELEVATOR	LAS VEGAS	NV	\$35,136.00	7,900
MARQUIS ELEVATOR	LAS VEGAS	NV	\$45,648.00	11,950

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BIO BE AWARDED TO:

U. S. ELEVATOR LAS VEGAS NV \$23,464.80 TOTAL COST
28,900 POINTS

FISCAL IMPACT

FUNOS BUOGETEO FOR FISCAL YEAR 83-84. FUNOS ARE AVAILABLE IN THE MUNICIPAL PARKING FUNO.

RECOMMENDATIONS

THE DEPARTMENT OF GENERAL SERVICES HAS INOICATEO THAT THIS ITEM IS IN ORDER BASEO ON THE RECOMMENOATIONS OF THE USING AGENCIES.

IT IS THE RECOMMENOATION OF THE OFFICE OF THE CITY MANAGER THAT THIS ITEM BE AWARDEO.

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

Agenda Item

SECTION A PAGE 1
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: AUGUST 26, 1983TO: The City CouncilFROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - SEPTEMBER 7, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

2. <u>BID TITLE:</u>	ANNUAL IBM TYPEWRITER MAINTENANCE CONTRACT	<u>BID NUMBER:</u>	83.9999.30
<u>ITEM:</u>	SERVICE	<u>ESTIMATE:</u>	\$18,000.00
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	6
<u>FUNDING:</u>	VARIOUS	<u>RESPONSES RECEIVED:</u>	1

NEED FOR PURCHASE

THE NEED FOR THIS SERVICE IS BASED UPON THE REQUIREMENT OF REPAIRING AND MAINTAINING IBM TYPEWRITERS THROUGHOUT THE VARIOUS LOCATIONS OF THE CITY OF LAS VEGAS.

BID ABSTRACT SUMMARY

THE ALTERNATIVE TYPEWRITER SERVICES	LAS VEGAS NV	\$13,386.00
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STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

THE ALTERNATIVE TYPEWRITER SERVICES	LAS VEGAS NV	\$13,386.00
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AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT AN ADDITIONAL TWELVE (12) MONTHS AT THE END OF THE ORIGINAL CONTRACT IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. 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.

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

Agenda Item

SECTION A PAGE 2
IV (g)

0048

City of Las Vegas

AGENDA DOCUMENTATION

Date: AUGUST 26, 1983

TO: The City Council

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - SEPTEMBER 7, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

3. <u>ITEM:</u>	SERVICE	<u>PURCHASE REQUEST:</u>	1231-3066
<u>DESCRIPTION:</u>	MAINTENANCE ON WORD PROCESSING EQUIPMENT	<u>FUNDING:</u>	GENERAL FUND
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>ESTIMATE:</u>	\$10,135.00

NEED FOR PURCHASE

THE NEED FOR THIS PURCHASE STEMS FROM THE REQUIREMENT TO MAINTAIN EIGHT (8) PIECES OF HIGHLY TECHNICAL ELECTRONIC WORD PROCESSING EQUIPMENT USED THROUGHOUT THE CITY'S ADMINISTRATIVE OFFICES.

THE CITY DOES NOT HAVE PERSONNEL TRAINED TO PROVIDE THE LEVEL OF SERVICE NECESSARY AND THE COST BENEFIT RATIO TO TRAIN CITY PERSONNEL IS BEYOND REASONABLE CONSIDERATION.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

QUALITY BUSINESS EQUIPMENT	LAS VEGAS	NV	\$10,135.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. 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.

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

Agenda Item

SECTION A PAGE 3
IV (g)

City of Las Vegas

0049

AGENDA DOCUMENTATION

Date: AUGUST 31, 1983

TO: The City Council

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - SEPTEMBER 7, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. PURCHASE ORDER APPROVAL

1. <u>ITEM:</u>	PROFESSIONAL SERVICES	<u>PURCHASE REQUEST:</u>	0300-2024
<u>DESCRIPTION:</u>	DESIGN OF A COMPREHENSIVE CASE MANAGEMENT SYSTEM	<u>FUNDING:</u>	GENERAL FUND
<u>DEPARTMENT:</u>	MUNICIPAL COURT	<u>ESTIMATE:</u>	\$19,950.00

NEED FOR PURCHASE

THIS PURCHASE ORDER IS NECESSARY TO OBTAIN THE PROFESSIONAL SERVICES OF A QUALIFIED INDIVIDUAL WHO WILL DESIGN, INSTALL AND TRAIN CITY PERSONNEL IN THE USE OF A COMPREHENSIVE CASE MANAGEMENT SYSTEM.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

DIANE M. ZAMMITO	LAS VEGAS	NV	\$19,950.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. 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.

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

Agenda Item

SECTION 8 PAGE 1
IV (g)

0050

CONTRACT BETWEEN
CITY OF LAS VEGAS
AND
DIANE M. ZAMMITO

THIS AGREEMENT, made and entered into this 12th day of September, 1983, but effective as of the 11th day of September, 1983, by and between City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as the "CITY"). and Diane M. Zammito (hereinafter referred to as "ZAMMITO");

W I T N E S S E T H :

WHEREAS, the CITY desires to design and install a comprehensive case management system to better support the day-to-day operating activities of the Court and to allow it to minimize the use of CITY resources; and

WHEREAS, the CITY desires to obtain the services of an individual with judicial software development background as it pertains to the proposed case management system(s); and

WHEREAS, ZAMMITO desires to contract with the CITY to assist in the development and implementation of the case management system(s), and training of CITY persons thereon.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by the parties as follows:

SECTION ONE

GENERAL PROVISIONS

ZAMMITO will provide assistance to the CITY in the development, design and implementation of Court Automated System(s), including an Automated Court Case Management System.

0051

1 The assistance to be provided is outlined under Section Two -
2 Performance.

SECTION TWO

PERFORMANCE

- 3
4
5 A. The CITY and ZAMMITO mutually agree that the
6 services outlined below shall begin September 11,
7 1983, and shall terminate June 30, 1984, unless
8 terminated sooner pursuant to the provisions of
9 Section Three hereof.
- 10 B. ZAMMITO, acting as a consultant for the Office of
11 the Court Administrator and the Department of
12 Management Information Services (hereinafter
13 referred to as MIS), will be responsible for the
14 development of a detailed outline of the goals,
15 tasks and objectives as agreed upon by the Office
16 of the Court Administrator and the Department of
17 MIS.
- 18 C. ZAMMITO will prepare detailed written material on
19 procedures, terms and effects of the Court Auto-
20 mated System(s) and will present this information
21 to the Court Administrator and the Department of
22 MIS.
- 23 D. ZAMMITO will further assist in the preparation of
24 a project management reporting system for the CITY
25 by developing written guidelines for a project plan
26 which will define tasks, prioritize design stages,
27 and monitor project progress.
- 28 E. ZAMMITO will assist in performing a comprehensive
29 analysis of the Court Automated System(s) that
30 would be applicable for the CITY's needs. ZAMMITO
31 will make written recommendations and verbal pre-
32 sentations which would be most applicable to the

1 goals, tasks and objectives agreed upon by the
2 Court Administrator and the Department of MIS.

3 F. ZAMMITO will assist in the analysis of an appro-
4 priate interim method for the maintenance of
5 system(s) during entry of pending caseload and
6 information not currently accessible by the
7 Department of MIS.

8 G. ZAMMITO will instruct and participate in training
9 of Court/CITY personnel on the automated system(s).

10 H. ZAMMITO will perform on-site activities for a
11 minimum of eight (8) hours per week for the period
12 of this contract.

13 I. ZAMMITO will submit recommendations in writing
14 throughout the course of analysis, systems design,
15 training and implementation of the Court Automated
16 System(s).

17 SECTION THREE

18 RIGHT OF TERMINATION

19 The CITY and ZAMMITO mutually agree that this contract
20 and the rights and obligations thereunder may be terminated by
21 either party, without cause, through written notice to the other
22 party of no less than ten (10) days prior to either party's
23 intended termination of the contract. ZAMMITO's right to com-
24 pensation, as hereinafter provided, shall terminate as of the
25 effective date of such termination.

26 SECTION FOUR

27 PAYMENT FOR PERFORMANCE

28 The CITY and ZAMMITO mutually agree that payment for
29 performance of services as outlined under Section Two, subsections
30 A through I, shall be made according to the following payment
31 schedule:

- 32 1. Twenty one (21) equal payments of \$950.00 to be

1 scheduled consistent with the approval and process-
2 ing procedures of the CITY, Department of Financial
3 Management.

- 4 2. Payments to be processed only on the written
5 approval of the Court Administrator, upon review
6 of progress and completion of work during each
7 work period.
8 3. Total payment for the full term of this contract
9 shall be \$19,950.00.
10 4. Should this contract terminate prior to June 30,
11 1984, payment shall be made on a proportionate
12 basis with the written approval of the Court
13 Administrator.

14 SECTION FIVE

15 AMENDMENTS

16 The CITY and ZAMMITO mutually agree that this contract
17 may be amended at any time upon mutual written consent of both
18 parties.

19 SECTION SIX

20 NON-ASSIGNABILITY

21 Both parties recognize that this contract is one for
22 professional services and cannot be transferred, assigned, or
23 sublet by either party without the prior written consent of the
24 other.

25 SECTION SEVEN

26 COMPLIANCE WITH STATUTES

27 ORDINANCE, AND REGULATIONS

28 The CITY and ZAMMITO mutually agree that all of the
29 terms and conditions of this contract and agreement shall be in
30 complete accord with all State or City Statutes, Ordinances,
31
32

1 and Regulations now in effect or hereinafter adopted governing
2 the legality of such contracts.

3 IN WITNESS WHEREOF, the parties have executed the
4 contract this 12th day of September, 1983.

5 CITY OF LAS VEGAS

6
7 By 
8 WILLIAM H. BRIARE, Mayor

9 ATTEST:

OK FFS 9.31.83

10 BY: RON LURIE, MAYOR PRO-TEM

11 
12 Carol Ann Hawley, City Clerk

13
14
15 
16 DIANE M. ZAMMITO

AGENDA*City of Las Vegas*

September 7, 1983

Page 21

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

10:47

IV. (h). DEPARTMENT OF PUBLIC SERVICES

DONALD E. DONOVAN, DIRECTOR

A. REPORTS/ACTION

1. Approval of emergency expenditures on the forty-five inch Sanitary Sewer Trunk Line.

Nolen -
APPROVED as recom-
mended by staff.
Unanimous
(Briare and Levy
excused)

Staff to proceed

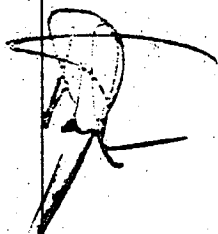
10:49

2. Approval to retain the services of G. C. Wallace, Consulting Engineers, Inc. to design and provide construction supervision on the forty-five inch (45") Sanitary Sewer Trunk Line Siphon.

Christensen -
APPROVED as recom-
mended by staff.
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED AGENDA ITEM



City of Las Vegas

0056

AGENDA DOCUMENTATION

Date: August 31, 1983

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF EMERGENCY EXPENDITURES ON THE FORTY-FIVE INCH SANITARY SEWER TRUNK LINE.

PURPOSE/BACKGROUND

The City Manager has requested that this item be presented to the Mayor and City Council.

During the recent rainstorms, a channel (Las Vegas Wash), was formed downstream of the Winterwood Golf Course. As a result, the City of Las Vegas' existing forty-five inch sanitary sewer trunk line was undermined and was in danger of collapsing. This would result in twenty million gallons a day of raw sewage going into Lake Mead.

The City Manager declared the situation an emergency and TAB Construction, Inc. was called in to temporarily shore-up the line. Further undermining occurred during the next rainstorm a week later. G. C. Wallace, Consulting Engineers, Inc. and TAB Construction, Inc. were utilized to design and construct a support to more permanently stabilize the line. The line has not ruptured and no sewage has leaked from the line.

FISCAL IMPACT

Estimated costs to date are \$135,000. Funds are available in the Sanitation Fund.

RECOMMENDATIONS

The Director of Public Services recommends that the Mayor and City Council approve the expenditure of the above amount to cover the cost of the work accomplished during the emergency situation.


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

Agenda Item 9/7/83

IV. (h). A. 1.

0057

City of Las Vegas

AGENDA DOCUMENTATION

Date: August 31, 1983TO:
The City Council

FROM:

DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL TO RETAIN THE SERVICES OF G.C. WALLACE, CONSULTING ENGINEERS, INC. TO
DESIGN AND PROVIDE CONSTRUCTION SUPERVISION ON THE FORTY-FIVE INCH SANITARY SEWER
TRUNK LINE SIPHON.PURPOSE/BACKGROUND

During the recent rainstorms, the City of Las Vegas' existing forty-five inch (45") sanitary sewer trunk line to the City's Wastewater Treatment Plant was undermined by flood waters. The County of Clark Public Works Department has future plans to construct an improved channel through the area of the City's forty-five inch line. At that time it will be necessary for the line to be relocated beneath the bottom of the channel. This can be accomplished by the construction of a siphon.

G. C. Wallace, Consulting Engineers, Inc., a local firm, is thoroughly familiar with the sewer problem and the drainage in the area. A fee has been negotiated with G. C. Wallace representatives for the preparation of plans, specifications, cost estimate, and construction supervision for the immediate construction of a siphon. The design can be completed within sixty calendar days of issuance of a notice to proceed.

The City Attorney is in approval of the attached agreement.

FISCAL IMPACT

Estimated cost for consulting services is \$65,000. Funds are available in the Sanitation Fund. It is estimated that the total project will cost approximately \$315,000.

RECOMMENDATIONS

The Director of Public Services recommends that the City Council approve the expenditure of \$315,000 with a 10% contingency to be administered by the Director of Public Services, and authorize the Mayor, on behalf of the City Council, to execute a contract with G. C. Wallace, Consulting Engineers, Inc.


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

Agenda Item 9/7/83

IV. (h). A. 2.

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into as of the 7th day of September, 1983 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, the CITY OF LAS VEGAS plans to construct a sanitary sewer siphon at the crossing of the Las Vegas Wash, north of Vegas Valley Drive (hereinafter referred to as the "PROJECT"); and

WHEREAS, the CITY OF LAS VEGAS desires to retain the services of a consultant, as more fully set forth below, to prepare the plans, specifications and other contract documents for the construction of the Project.

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree to the following terms and conditions set forth in Sections I through VI and to the Supplemental Terms, Sections I through XXI, set forth in Exhibit "A", attached hereto and incorporated hereby by this reference as a part of this Agreement. As used hereinafter, the term "Agreement" refers both to Sections I through VI of this Agreement and to the Supplemental Terms attached hereto as Exhibit "A".

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: CONSULTANT agrees to designate an individual, licensed as a Professional Engineer by the State of Nevada, to act as the Project Engineer (responsible engineer in charge) responsible for the following services:

1. The Preliminary Phase

- (a) Consult with the CITY OF LAS VEGAS and the County of Clark 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 utilities affected by the PROJECT.
- (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 any existing data in the CITY OF LAS VEGAS' files.

0059

(c) Prepare a schematic layout, and preliminary construction cost estimate for the PROJECT.

(d) Prepare preliminary hydraulic calculations for the proposed Las Vegas Wash Sewer Siphon.

2. The Design Phase

(a) Make recommendations as to topographic surveys and design soils investigations that may be required to confirm existing data in the CITY OF LAS VEGAS' files. If said recommendations are accepted and approved by the CITY OF LAS VEGAS, perform the recommended surveys and soils investigations under Section IB herein.

(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.

(c) Prepare plans, drawings and specifications for all proposed PROJECT work.

(d) Provide the CITY OF LAS VEGAS with two (2) sets of completed plans and specifications for review purposes at 50% and 100% design completion stages.

(e) Assist the CITY OF LAS VEGAS in coordinating with utility companies and regulatory agencies. 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 thirty (30) 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.

3. The Construction Phase

(a) Assist the CITY OF LAS VEGAS, when necessary, in the interpretation of the plans, specifications of other contract documents, including all modifications or amendments thereof.

(b) Review all proposed changes in the plans, specifications or other contract documents, if so requested by the CITY OF LAS VEGAS, for the purpose of recommending approval or disapproval of the proposed change.

- (c) Consult with and advise the CITY OF LAS VEGAS as to the progress of the PROJECT.
- (d) Prepare elementary and supplementary sketches to the plans and specifications when necessary to resolve problems due to actual field conditions encountered.
- (e) Consult with and advise the CITY OF LAS VEGAS as to the acceptability of any and all subcontractors, or other persons or organizations, proposed by the contractor and also as to the acceptability of substitute materials or equipment proposed by the contractor.
- (f) Check all construction drawings, shop and erection drawings submitted by the contractor for compliance with the design concept of the CONSULTANT.
- (g) Review laboratory, shop and mill test reports on materials and equipment.
- (h) Conduct such periodic visits to the PROJECT site during the critical or important stages of construction, or during the non-critical or non-important stages if so necessary, in order to observe and determine if the executed work and the work in progress is proceeding in a timely manner, according to the plans, specifications and other contract documents, and to discover and report any defects or deficiencies in the work which are revealed during the periodic visit.
- (i) Conduct a final inspection, through the Project Engineer, with the CITY OF LAS VEGAS, of the completed PROJECT and, if necessary, develop or assist in the development of a punch list of those items remaining to be performed by the contractor in order for the PROJECT to be accepted by the CITY OF LAS VEGAS. CONSULTANT agrees to perform any subsequent inspections, if so requested, to determine if the punch list items have been completed by the contractor.
- (j) Issue a certificate of substantial completion upon completion of the Project warranting to the CITY OF LAS VEGAS that the CONSULTANT has performed each and every duty and obligation on its part to be performed under this Agreement and assuring to the CITY OF LAS VEGAS that to the best of its knowledge, information and belief, based upon its inspections and observations during the course of such performance, the PROJECT has been constructed according to the plans and specifications, or any modification or amendment thereto, approved by the CITY OF LAS VEGAS.

B. Special Services

- (a) Perform field surveys as required to establish local bench marks.
- (b) If requested by the CITY OF LAS VEGAS, prepare right-of-way drawings and documents based on sketches and information provided by the CITY OF LAS VEGAS.

0061

- (c) Perform construction surveying and staking.
- (d) Perform daily construction inspection during times that actual construction work is in progress. (Ninety (90) calendar days of inspection assumed).
- (e) Provide inspection by an engineer at critical points of construction. (Six (6) four (4) hour visits to the jobsite assumed).
- (f) Perform on-site soils and materials testing during design and construction. This item includes field density and laboratory testing.
- (g) Prepare as-built drawings. This item includes compiling notes and sketches as the construction progresses.

SECTION II: COMPENSATION AND MANNER OF PAYMENT

- A. Compensation: As consideration for the engineering services described in Section I, the CITY OF LAS VEGAS agrees to compensate the CONSULTANT as follows:

- (1) Section IA: For the services required and provided under this section compensation shall be in the lump sum amount of TWENTY EIGHT THOUSAND and No/100 DOLLARS (\$28,000.00), payable in monthly installments as provided under subsection B of this Section.
- (2) Section IB: For the services required and provided under this Section compensation shall be based on the current hourly rate schedule for those employees of the CONSULTANT utilized in the performance of this Agreement. For services performed by others under subcontract to CONSULTANT, the fee shall be 1.10 x the direct cost of providing these services. The estimated fee for each item listed under Subsection B is as follows:

<u>ITEM</u>	<u>ESTIMATED FEE</u>
(a)	1,600.00
(b)	500.00
(c)	4,000.00
(d)	25,000.00
(e)	1,400.00
(f)	4,000.00
(g)	500.00

TOTAL ESTIMATED FEE \$37,000.00
(Section I, Subsection B)

Compensation under Section I, Subsection B shall not exceed Thirty-Seven Thousand and no/100 Dollars (\$37,000.00) without prior written approval of the CITY OF LAS VEGAS.

B. Manner of Payment:

- (1) 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 relate to the total amount of services to be provided under the contract.
- (2) 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 Section I, Subsection A of this Agreement within sixty (60) 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. The time of performance for Section I, Subsection B will be as required by the construction period but will not extend beyond June 30, 1984. 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: 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 insurance coverage:

- (1) State Industrial System Insurance as required by Chapter 616 of the Nevada Revised Statutes. Such industrial insurance shall be obtained and maintained for the benefit of the CONSULTANT, its partners, associates, agents, employees, officers or anyone else involved in and during the performance of this Agreement. The CONSULTANT agrees and understands that the CITY OF LAS VEGAS, its officers or employees shall not be responsible for any claims or suits in law or equity occasioned by, or as a result of, the CONSULTANT'S failure to comply with the provisions of this paragraphs.

It is understood and agreed by the CONSULTANT, as a means of insuring compliance with the requirements of this paragraph, that final payment of the CONSULTANT'S compensation hereunder shall be withheld until the CITY OF LAS VEGAS verifies that all claims or suits for industrial insurance coverage have been made by the CONSULTANT. The CITY OF LAS VEGAS reserves the right to set-off any payments made on behalf of the CONSULTANT

0063

as required by the State Industrial Insurance System against any payments due the CONSULTANT under the terms of this Agreement.

- (2) Comprehensive General Liability Insurance in the amount of \$300,000 for bodily injury for each occurrence and in the aggregate and \$100,000 property damage liability for each occurrence and in the aggregate.
 - (3) Automobile Liability Insurance, owned or non-owned automobiles, Three Hundred Thousand Dollars (\$300,000) each accident, combined single limit, with the CITY OF LAS VEGAS named as an additional insured party.
 - (4) 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). Said insurance, shall be provided and maintained 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.
- 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 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 V: 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 Avenue
Las Vegas, Nevada 89104

SECTION VI: ENTIRE AGREEMENT

The foregoing Sections I through VI, along with Sections I through XXI of the Supplemental Terms (Exhibit "A") and any other attached Exhibits constitute the entire Agreement between the parties hereto with respect to the matters covered therein.

All prior negotiations, representations and agreements not incorporated herein as a part of this Agreement are hereby cancelled by the parties.

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

APPROVED AS TO FORM:

CITY OF LAS VEGAS, NEVADA
a Municipal Corporation,

By 
WILLIAM H. BRIARE, MAYOR

BY: RON LURIE, MAYOR PRO-TEM

ATTEST:


Carol Ann Hawley, City Clerk

G. C. WALLACE, CONSULTING ENGINEERS, INC.

By 
GARY J. SPINKELINK
Senior Vice President

ATTEST:

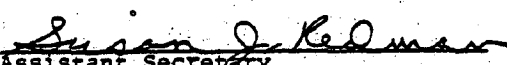

Assistant Secretary

EXHIBIT "A"

SUPPLEMENTAL TERMS

In addition to the foregoing terms, conditions and covenants, the Parties hereto agree to the following supplemental provisions:

SECTION I: 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 II: 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 the Section entitled "Notices" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A".

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 III: 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 payment of all pending invoices 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 IV: 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 in its possession.

SECTION V: 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 VI: 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 VII: 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 VIII: 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 IX: 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 X: 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 XI: 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 XII: APPLICABLE LAW

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

SECTION XIII: 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 XIV: 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 XV: 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 XVI: 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 XVII: 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 XVIII: 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 XIX: 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 the Section entitled "Compensation" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A", is just and reasonable compensation for performance hereunder, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith.

SECTION XX: 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;
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement; and
- D. A provision that the subcontractor will obtain and maintain the same insurance coverage as required of the CONSULTANT under Subsections (1), (2) and (3) of Section IV in connection with the subcontracted work.

SECTION XXI: MODIFICATION

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

AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0071

September 7, 1983

Page 22

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES

C. E. GILPIN, DIRECTOR

*CONSENT AGENDA

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

*A. APPROVAL OF SUBDIVISION MAPS

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

1. Woodcrest Unit 1 (Amended). (Collins Brothers Corp. - property generally located on the southwest corner of West-cliff Drive and Roland Wiley Drive, No. of acres: 19.6, No. of lots: 130, Zoned R-1 and R-CL)

*B. RELEASE OF CONTRACT RETENTION

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

1. RFQ No.: 3531-3377
Contractor: Fremont Construction, Inc.
For: Storage Shed on Sports Complex Building

Notice of Completion: August 12, 1983
Release Date: September 16, 1983

2. Bid No.: 83.3550.12
Contractor: General Concrete
For: NSA II Phase II Sidewalks

Notice of Completion: August 12, 1983
Release Date: September 16, 1983

Nolen -
APPROVED Items A1;
B1, 2; C1, 2, 3,
4, 5, 6 and 7 as
recommended by staff.
Unanimous
(Briare and Levy
excused)

Staff to proceed

APPROVED
See Above

Clerk to notify
and staff to
proceed.

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

0072

September 7, 1983

Page 23

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)

*C ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Grant Deed

From: Daniel P. Fredlund
and Frankie Bell
Fredlund, husband and
wife as joint tenants
To: City of Las Vegas
For: Portion of Fairview
Tract. 11th Street
(8/17/83)

Nolen -
APPROVED Items A1;
B1, 2; C1, 2, 3,
4, 5, 6, and 7 as
recommended by staff.
Unanimous
(Briare and Levy
excused)

Staff to proceed

2. Grant Deed

From: Manuel G. Corchuelo,
a single man
To: City of Las Vegas
For: Portion of Lots 21D
and 21E of Vegas
Heights Tract No. 4
Highland Ave.
(3/25/83)

3. Declaration of utilization of Bureau
of Land Management right of way.
Sec. 27, T20S, R60E and Sec. 28,
T20S, R60E. Westcliff Storm Drain and
future sewer and street purposes.4. Declaration of utilization of Bureau
of Land Management right of way.
SW-1/4, Sec. 28, T20S, R60E. Durango
Storm Drain and future sewer and
street purposes.

5. Grant Deed

From: Willis Diess and
Dorothy Diess, hus-
band and wife as
joint tenants
To: City of Las Vegas
For: Portion of Lot 16,
Block 13, South
Addition. Radius
corner Casino Center
Dr. and Coolidge Ave.
(8/18/83)

APPROVED AGENDA ITEM

AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0073

September 7, 1983
Page 24

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES (Continued)

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

6. Grant Deed
From: Comprehensive Care Corp.
To: City of Las Vegas
For: Portion of S-1/4, Sec. 1, T21S, R60E. Edmund St. (8/18/83)

7. Highway Grant
From: Los Angeles and Salt Lake Railroad Company and its Lessee, Union Pacific Railroad Company
To: City of Las Vegas
For: Owens Ave. Underpass at M.P. 335.44

Nolen -
APPROVED Items A1; B1, 2; C1, 2, 3, 4, 5, 6 and 7 as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

D. REPORTS/ACTION

1. Request for Encroachment Agreement in Duncan Circle, generally located on the northeast corner of Duncan Dr. and Edward Ave.

Nolen -
APPROVED Encroachment Agreement as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

2. Request from King's Flowers for an Encroachment Agreement at 1330 S. 4th St.

Nolen -
APPROVED Enroachment Agreement as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

3. Approval of Boulder Heights Addition Subdivision.

Nolen -
APPROVED as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

10:56

10:57

APPROVED AGENDA ITEM

0074

N.L.D. No. 4481

Audit No. _____

HIGHWAY GRANT

LOS ANGELES & SALT LAKE RAILROAD COMPANY and its lessee, UNION PACIFIC RAILROAD COMPANY, Utah corporations, herein collectively the GRANTOR, as a donation herein grants unto the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, herein the GRANTEE, subject to the conditions hereinafter contained, the right to construct, maintain, and operate a highway across that certain parcel of land and under a railroad bridge situate in the City of Las Vegas, County of Clark, State of Nevada, as shown on the print marked Exhibit A attached hereto and by this reference made a part hereof.

This grant is made subject and subordinate to the prior and continuing right and obligation of GRANTOR, its successors and assigns, to use all the property described in Exhibit A in the performance of its duty as a common carrier, and for that purpose there is reserved unto GRANTOR, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain, and use existing and future railroad tracks, facilities, and appurtenances, and existing and future transportation, communication, and pipeline facilities and appurtenances in, upon, over, across, and along said property. The GRANTOR may move equipment of all types over the grant area.

GRANTOR reserves the general right to itself, its successors and assigns, to use and to permit others to use the land described in Exhibit A for any purpose not inconsistent with the right hereby granted.

This instrument is subject to all outstanding and superior conditions, limitations, restrictions, encumbrances, easements, licenses, or interests of any person which may affect the said land; and the word "grant," as used herein, shall not be construed as a covenant against the existence of any thereof.

That if the land described in Exhibit A or any portion thereof shall cease to be a public highway, then, and in that event, the right hereby given shall as to such portion or portions, as the case may be, thereupon cease and determine, and Grantor, its successors and assigns, shall resume possession thereof the same as though this instrument had not been executed.

IN WITNESS WHEREOF, the parties hereto have executed this Highway Grant as of the _____ day of _____, 1983.

Attest:

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

Assistant Secretary

By _____
Vice President

Attest:

CITY OF LAS VEGAS

Carl A. Hawley
City Clerk

William H. Bruns
Mayor

I, the undersigned, Clerk of the City of Las Vegas,
Nevada, hereby certify that the foregoing agreement was exe-
cuted by the Mayor and City Clerk pursuant to authority granted
by a resolution adopted at a meeting of the City Council on
_____.

Carol A. Hawley
City Clerk

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On _____, 19____, before me, the undersigned, a Notary Public in and for said County and ~~State~~, personally appeared _____, known to me to be the _____ President, and _____, known to me to be the Assistant Secretary, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

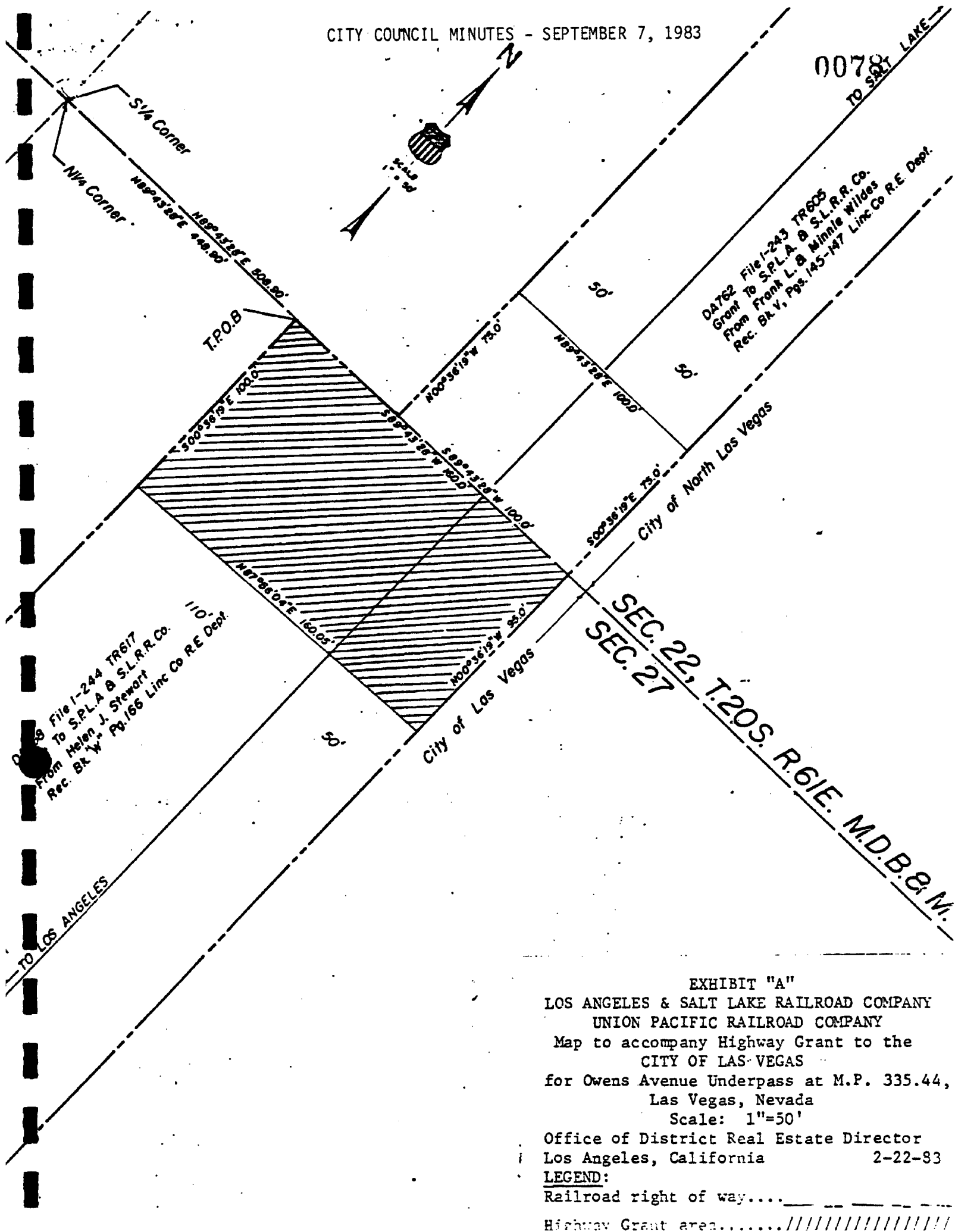


EXHIBIT "A"
 LOS ANGELES & SALT LAKE RAILROAD COMPANY
 UNION PACIFIC RAILROAD COMPANY
 Map to accompany Highway Grant to the
 CITY OF LAS VEGAS
 for Owens Avenue Underpass at M.P. 335.44,
 Las Vegas, Nevada
 Scale: 1"=50'
 Office of District Real Estate Director
 Los Angeles, California 2-22-83
LEGEND:
 Railroad right of way....
 Highway Grant area.....

City of Las Vegas

AGENDA DOCUMENTATION

Date: August 23, 1983TO: The City CouncilFROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: REQUEST FOR ENCROACHMENT AGREEMENT IN DUNCAN CIRCLE, GENERALLY LOCATED ON THE
NORTHEAST CORNER OF DUNCAN DR. AND EDWARD AVE.PURPOSE/BACKGROUND

The Developers of Duncan Acres, Keith and Kathy Galliher, request approval of a landscape median in the center of a proposed cul-de-sac.

The Developers propose to:

1. Construct a circular median, 10 feet in diameter in the cul-de-sac (see "Exhibit A").
2. Landscape the median with one mature tree (olive or palm) and shrubbery.
3. Install a sign 2 feet high by 6 feet long bearing the name of the development (see "Exhibit B").
4. Provide for maintenance and irrigation costs in the Covenants, Conditions, and Restrictions for the tract.

The plan has been reviewed by the Department of Fire Services and the Traffic Engineer.

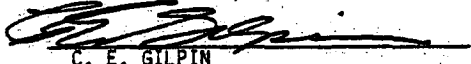
The Developer has signed the standard encroachment agreement which contains conditions of liability and removal.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council authorize the Mayor to execute the agreement.

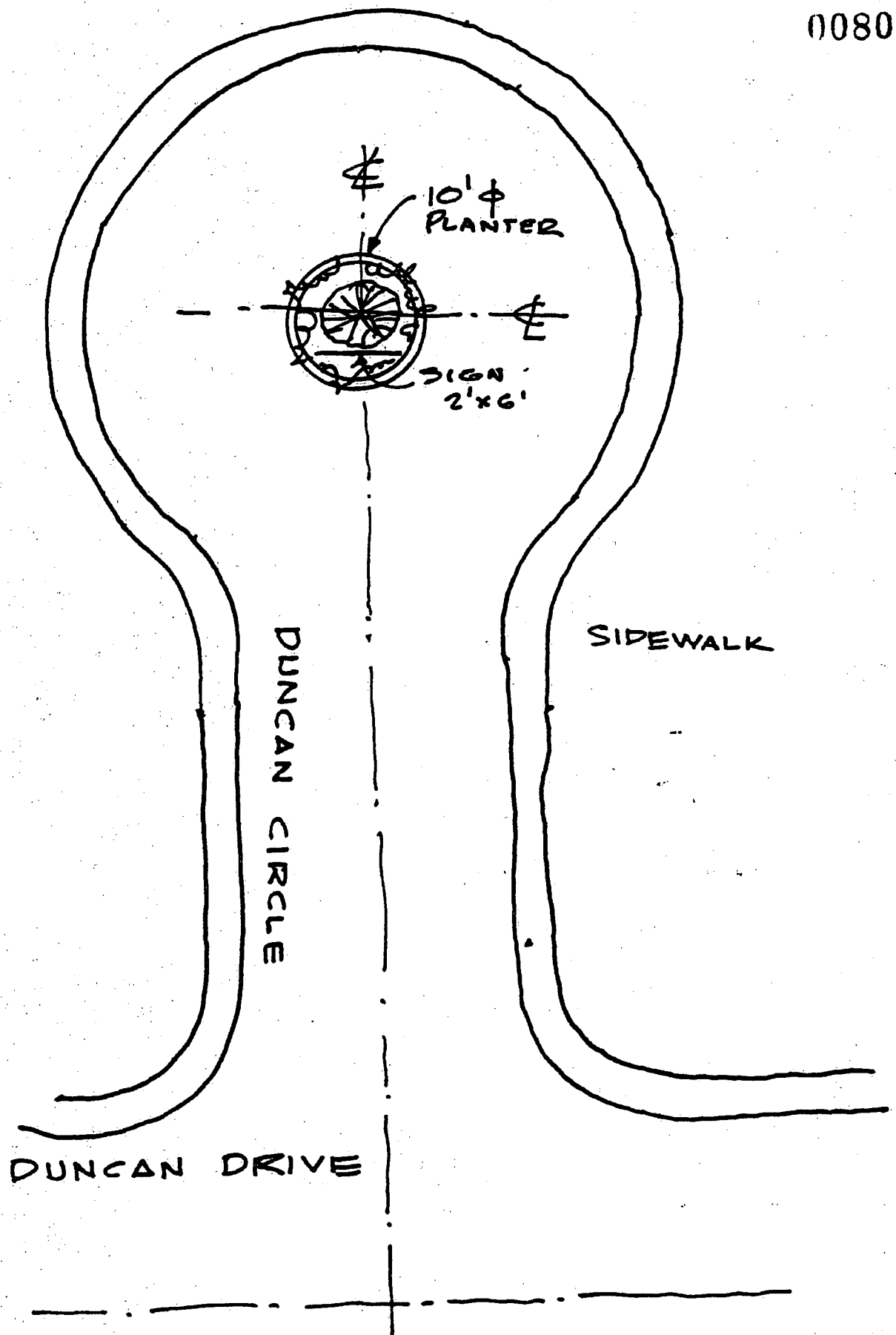

C. E. GILPIN

Director of Engineering Services

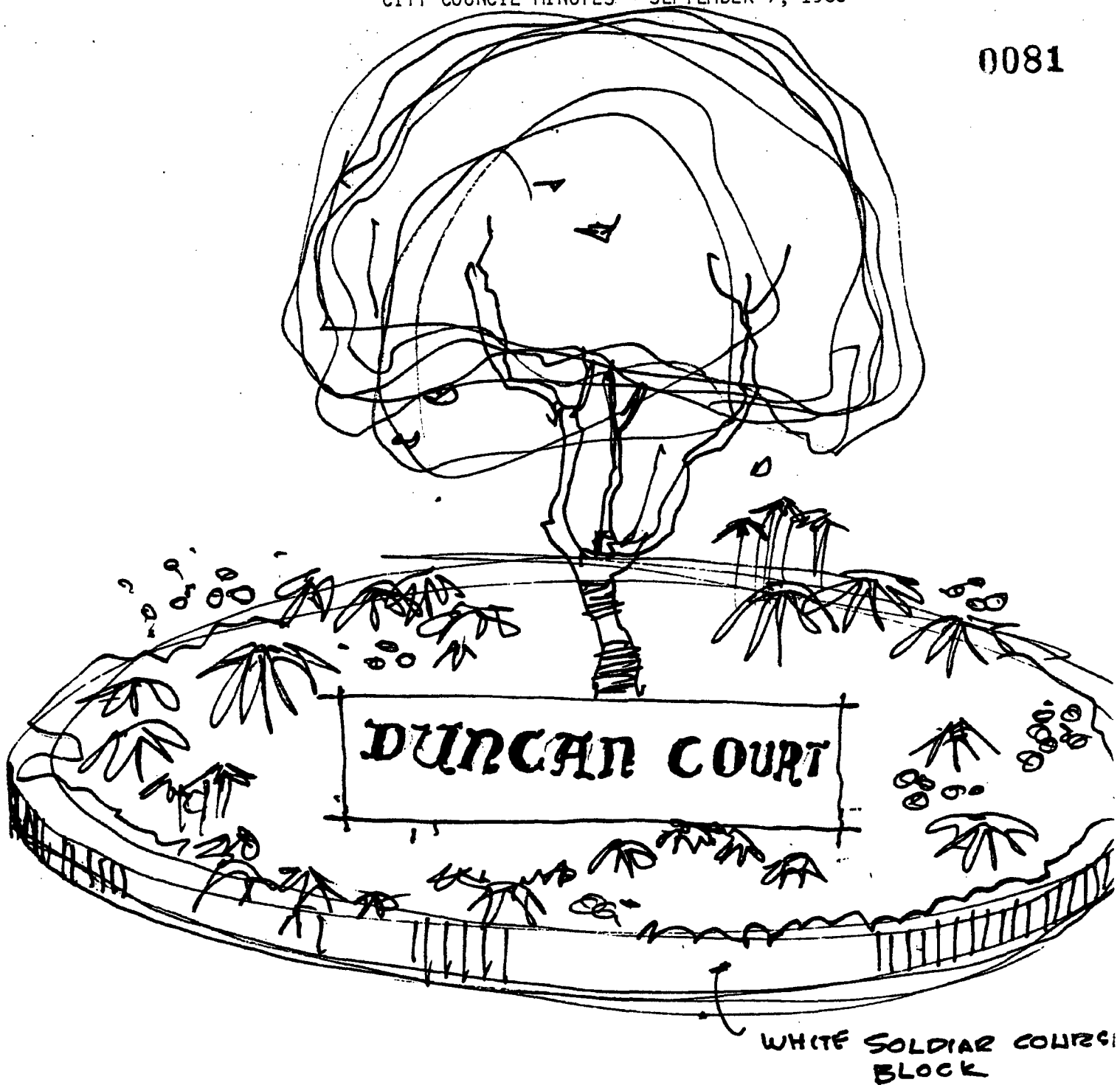
Agenda Item 9/7/83

IV (1). D. 1.

0080



0081



10' DIAMETER. PLANTER
WITH 2' X 6' SIGN
PROVIDE WATER (BUBBLER)

PERSPECTIVE

2 OF 2

City of Las Vegas

0082

AGENDA DOCUMENTATION

Date: August 23, 1983

TO:
The City Council

FROM:
DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST FROM KING'S FLOWERS FOR AN ENCROACHMENT AGREEMENT AT 1330 S. 4th ST.

PURPOSE/BACKGROUND

A request has been received from King's Flowers at 1330 S. 4th St. to allow a wooden cover over existing parking spaces on Imperial St. See attached drawing.

There is approximately 8 feet of existing right of way behind the sidewalk. The proposed parking cover will be of redwood construction with a "lattice" type open cover and will extend to approximately 2 feet back of the sidewalk.

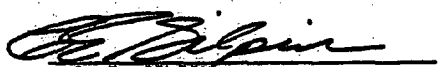
The applicant has signed the Encroachment Agreement which has conditions of liability removal, and maintenance.

FISCAL IMPACT

None.

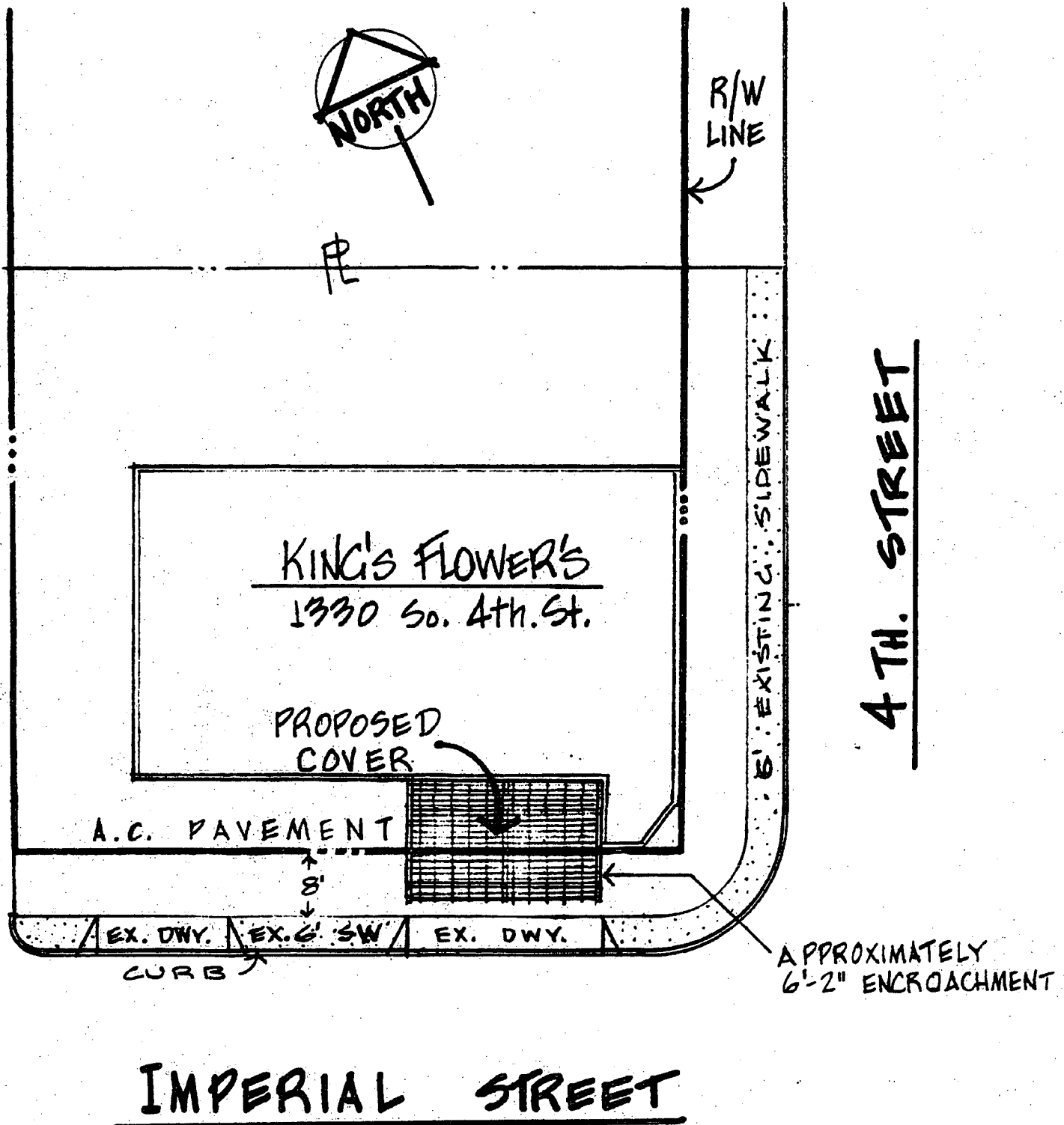
RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council authorize the Mayor to execute the Agreement.


C. E. GILPIN
Director of Engineering Services

Agenda Item 9/7/83

IV (i). D. 2.



City of Las Vegas

AGENDA DOCUMENTATION

Date: August 23, 1983TO:
The City CouncilFROM:
DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT:
APPROVAL OF BOULDER HEIGHTS ADDITION SUBDIVISIONPURPOSE/BACKGROUND

Boulder Heights Addition is a final subdivision map which was approved and recorded while the property was in the County. The Developer is Bonanza Lamb, Ltd. and the property is generally located at the Northeast corner of Lamb Blvd. and Bonanza Road.

The property has since been annexed into the City of Las Vegas.

The owner of the property now intends to develop and desires to enter into an off-site improvements agreement with the City. Staff has reviewed and approved the plans for development.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council Authorize the Mayor to execute the Agreement.


C. E. GILPIN
Director of Engineering Services

Agenda Item 9/7/83

IV (i) D. 3.

AGENDA*City of Las Vegas*

0085

September 7, 1983
Page 25CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)

10:57

D. REPORTS/ACTION (Continued)

4. Appeal of City policy prohibiting pavement cuts in newly constructed major streets - Jones Blvd. north of Eugene Ave.

Nolen -
DENIED as recommended by staff.
Unanimous
(Briare and Levy excused)

Ernie Becker, Jr. appeared.

5. Approval of agreement for construction management of Pecos Rd. from Charles-
ton Blvd. to Owens Ave.Nolen -
APPROVED Agreement as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

6. Approval of agreement for construction management of Cedar Ave. Drainage Channel and the Marion Drive Bridge between Pecos Rd. and Las Vegas Wash.

Nolen -
APPROVED Agreement as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

APPROVED AGENDA ITEM



City of Las Vegas

0086

AGENDA DOCUMENTATION

Date: August 23, 1983

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: APPEAL OF CITY POLICY PROHIBITING PAVEMENT CUTS IN NEWLY CONSTRUCTED MAJOR STREETS - JONES BLVD. NORTH OF EUGENE AVE.

PURPOSE/BACKGROUND

Construction of Jones Blvd. from Charleston Blvd. to Smoke Ranch Rd. was completed in April, 1980.

The developer of Charleston Heights 50-J (located on the east side of Jones Blvd., north of Eugene Ave.) has requested that he be allowed to make 22 pavement cuts in Jones Blvd. for the purpose of installing individual water service and fire hydrants to the development. Staff denied the request.

The developer wishes to appeal the denial and requests that the City Council approve his plan, "Exhibit A" attached.

Staff recommends "denial" of the developer's appeal and offers an alternate method of servicing the tract by placing a water main in the alley adjacent to the development, then connecting the individual lots to the new main. See "Exhibit B" attached.

FISCAL IMPACT

None.

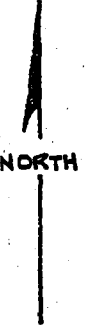
RECOMMENDATIONS

The Director of Engineering Services recommends that the appeal be denied and that the alternate plan proposed by staff be approved.


C. E. GILPIN
Director of Engineering Services

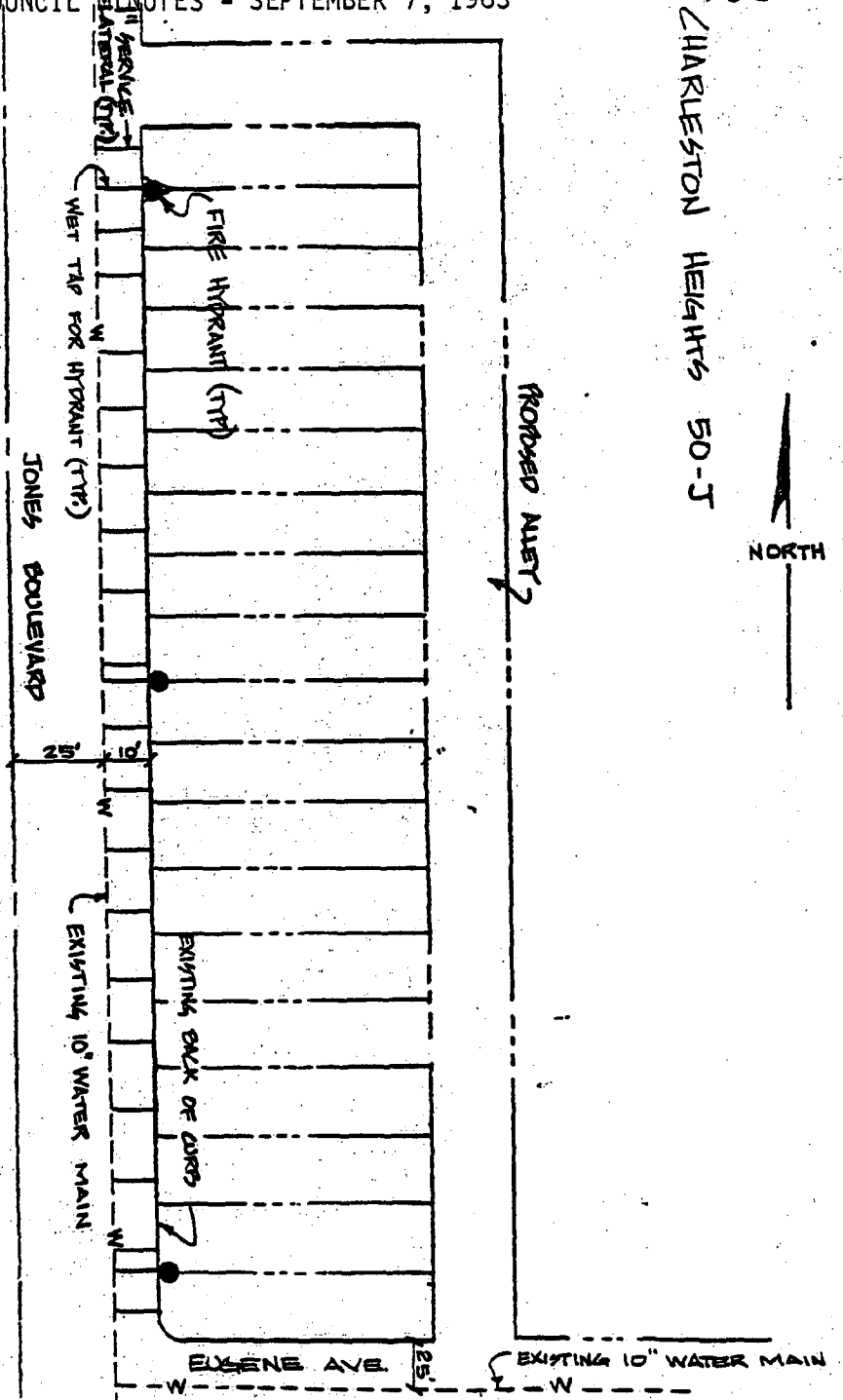
Agenda Item 9/7/83

IV (1) D. 4.



CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

EXHIBIT "A"
TOTAL NUMBER OF PAVEMENT CUTS ON JONES BLVD. = 22



5088
CHARLESTON HEIGHTS 50-5

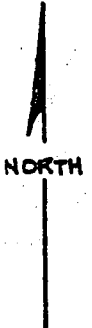
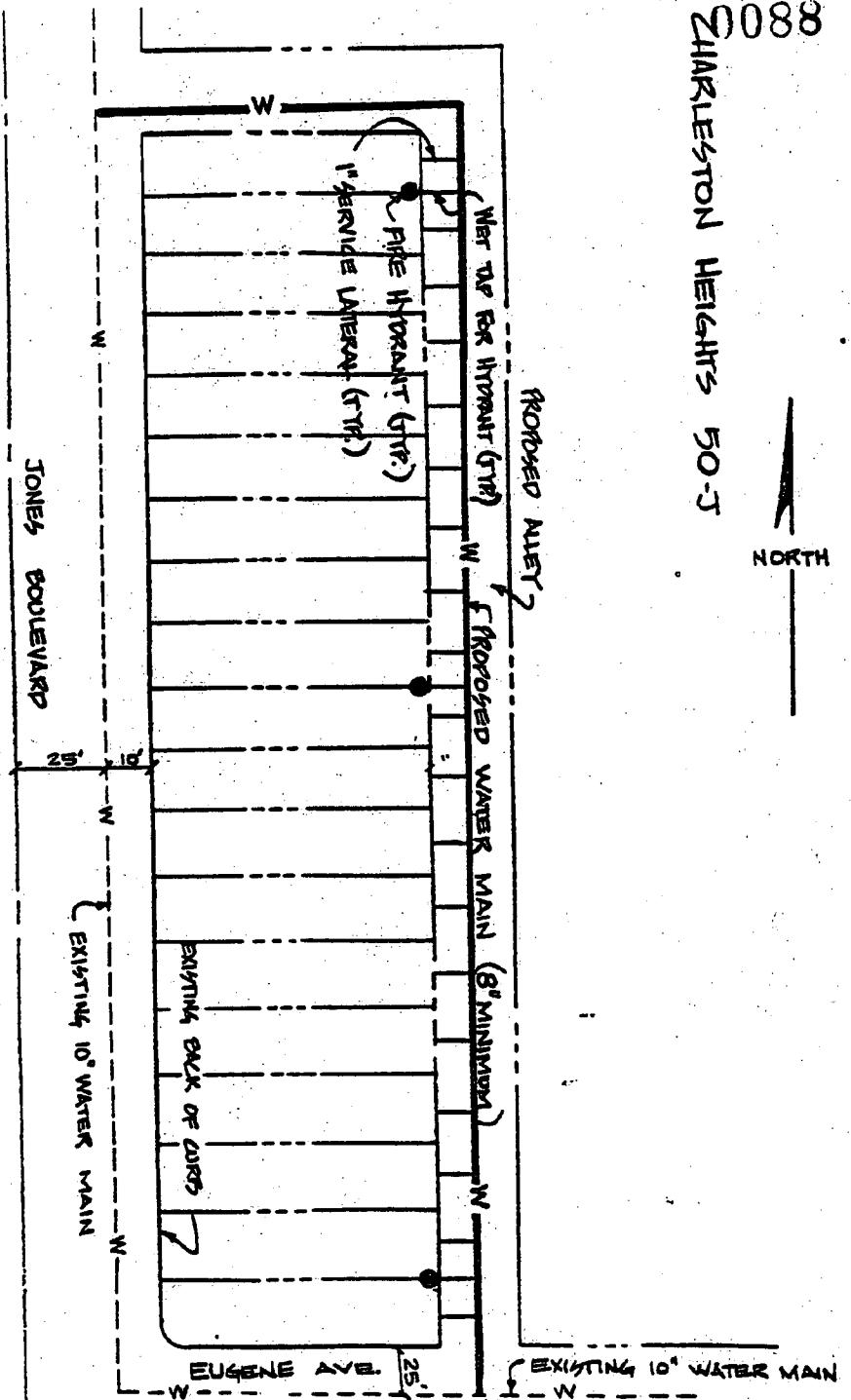


EXHIBIT "B"
TOTAL NUMBER OF PAVEMENT LOTS ON JONES BLVD. = 1



EXCERPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983 - 10:00 A.M. - PAGE 1
IV(i). DEPARTMENT OF ENGINEERING SERVICES, ITEM D. 4. APPEAL OF CITY POLICY
PROHIBITING PAVEMENT CUTS IN NEWLY CONSTRUCTED MAJOR STREETS - JONES BOULEVARD
NORTH OF EUGENE AVENUE.

MAYOR PRO-TEM LURIE:

Item 4 is an appeal of the City policy prohibiting pavement cuts in newly-constructed major streets, Jones Boulevard north of Eugene Avenue.

C. E. GILPIN:

Your Honor, there is one change in this request. Mr. Becker has presented a modification of this plan that consists substantially of doubling up on the service lines so that he proposes now nine cuts on Jones, instead of twenty-two.

MAYOR PRO-TEM LURIE:

And, Mr. Gilpin, why don't you give us staff's recommendation on the policy.

C. E. GILPIN:

The recommendation stands as it is.

MAYOR PRO-TEM LURIE:

The recommendation from staff is for denial of allowing any cuts. Mr. Becker, do you want to state your name and address for the record?

ERNIE BECKER, JR.:

Ernie Becker, Jr., 4405 West Washington. We, in about 1963, put in a 10-inch water main on Jones Boulevard in front of the property that is in question, which we're now subdividing into 19 four-unit apartment lots with an alley in the rear. They paved, I believe, Jones Boulevard in 1979, four years ago, and the water main that we put in is 10-foot off of the lip of the curb and gutter that's in Jones, which is in the parking lane, not in the two travel lanes that are northbound. We request permission to cut the nine trenches for water services and one fire hydrant to service the lots because there is already in Jones two water mains, one a 24 inch, plus the 10 we put in, and staff is requesting us now to put an additional eight-inch water line in the alley in the rear of the project, which has high-tension lines on the east edge, and according to our underground pipeline contractor, by the time we put the sewer in the alley, the water main would have to be one foot west of the dedicated alley and the water meters would have to be, if we're forced to do it, put four or five feet west of that into the parking lanes so where there would be parking behind these apartments and the water meter boxes would be hidden underneath the parking, and I believe cause a problem for cars breaking the lids and also trip and fall accidents, plus it would also cost us an additional \$10,000 to install an eight-inch water line in the alley in the rear. Mr. Gilpin and myself met with the Water District yesterday and discussed for an hour all the alternatives we could possibly think of. The Water District is going to do the cutting and patching and tapping of the services and it's -- they do not want the additional eight-inch water main as it causes a hardship for maintenance and service in the future for them. It would be quite a costly maintenance item just serving this one particular property when there is a main in front already. I would be happy to answer any questions.

EXCERPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983 - 10:00 A.M. - PAGE 2
IV(i). DEPARTMENT OF ENGINEERING SERVICES, ITEM D. 4. APPEAL OF CITY POLICY
PROHIBITING PAVEMENT CUTS IN NEWLY CONSTRUCTED MAJOR STREETS - JONES BOULEVARD
NORTH OF EUGENE AVENUE.

MAYOR PRO-TEM LURIE:

I don't know if the Commission has any questions. I just have a comment that as Chairman of the Regional Streets and Highways, we submitted a policy that we weren't going to allow any new cuts for a minimum of five years in any new streets that the RTC builds. One thing that irritates me more about building new streets is when a developer comes along and makes a cut, those patches are never put back in the same standards or quality as the initial asphalt that was laid down and it's a hazard to the motorists that's driving it and it's the problem of maintenance to the City because we are the ones that get the calls all the time. I'm not in favor of any cuts for that period of time and I'm sure that the City is recommending denial of your request based on the policy that RTC has established with this Board.

ERNIE BECKER, JR.:

My understanding is, RTC is five years and Jones is four and a half years old, so we're talking about a six-month period.

COUNCILMAN CHRISTENSEN:

What you're talking about is a six-month period before it can be asked for and then it may not be approved in six months.

MAYOR PRO-TEM LURIE:

That's right. Thank you, Commissioner. ..

ERNIE BECKER, JR.:

I also feel that there should be some thought on major streets is maybe not to be putting in the parking lanes and curb and gutter because there's quite a few vacant properties along there that don't know really how they're going to be developed and it's going to cause a hardship at a later date, I feel, in going back in and trying to develop them, plus an added expense to the cities and counties if we add a few sewer lines and three or four water mains, what happens?

COUNCILMAN CHRISTENSEN:

It just goes to show you how the situation changes, doesn't it? When I built my home, they said we couldn't tap into a main water main because that was a problem. You had to build a loop around and they wanted me to build four blocks of water main for five lots, so that we would have a loop around because water pressure would maintain better if it was looped and all this stuff and now they're saying they don't want to loop. Interesting?

ERNIE BECKER, JR.:

Well, it's not a loop. It still would be another completely extra water main.

COUNCILMAN CHRISTENSEN:

Well, it would be a loop when the next guy built it and then they can complete it on around.

EXCERPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983 - 10:00 A.M. - PAGE 3
IV(i). DEPARTMENT OF ENGINEERING SERVICES, ITEM D. 4. APPEAL OF CITY POLICY
PROHIBITING PAVEMENT CUTS IN NEWLY CONSTRUCTED MAJOR STREETS - JONES BOULEVARD
NORTH OF EUGENE AVENUE.

ERNIE BECKER, JR.: This fills in a complete block. There wouldn't be anyone using these mains at all.

COUNCILMAN CHRISTENSEN: I have a problem with those cuts in the streets. I drive over them all day long and I've hollered at our Right-of-Way people. We have a contract which we're looking at right now with paving contractors to make these repairs and then we charge it back to the contractor and try as we may, we can't get them the same height as the rest of it and there's sure a lot of streets that are all cut up. West Charleston is a fine example. West Charleston used to be a beautiful street to travel. Now it's beginning to look like Stewart Avenue when you start hitting the bumps and bouncing around and so forth.

ERNIE BECKER, JR.: In our discussion with the Water District they are quite concerned, I know, about the patching and they're instigating a program trying to --

COUNCILMAN CHRISTENSEN: It's time they did because they are the worst offenders. Their patches are the poorest in town.

ERNIE BECKER, JR.: This isn't going to be in the travel lanes; it's going to be within the parking lanes, with a 10-foot parking lane.

MAYOR PRO-TEM LURIE: Some day that parking lane will be a travel lane on Jones Boulevard when it gets completed clear out to Rancho Road.

COUNCILMAN NOLEN: I'll make a motion, Mr. Mayor Pro-Tem, that we follow the recommendation of staff.

MAYOR PRO-TEM LURIE: We have a motion to follow the recommendation of staff, which is denial. Are there any further comments or questions? All in favor say "AYE." AYE, AYE, AYE. Opposed. Motion is approved.

Voting was as follows:

"AYES" Lurie, Christensen, Nolen
"NOES" None
"EXCUSED" Briare, Levy.

*City of Las Vegas***AGENDA DOCUMENTATION**Date: August 24, 1983

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF AGREEMENT FOR CONSTRUCTION MANAGEMENT OF PECOS ROAD
FROM CHARLESTON BLVD. TO OWENS AVE.PURPOSE/BACKGROUND

In May, 1982, the City Council entered into a cooperative agreement with Clark County for the design and construction of Pecos Rd. from Charleston Blvd. to Owens Ave., a distance of 2 miles. The design for this project has been completed by G. C. Wallace Consulting Engineers, Inc.

Construction is scheduled to begin in November, 1983, and completed in July, 1984.

INCURRED COSTS:

Design and Administration: \$ 270,000

ANTICIPATED COSTS:

Construction:

S.I.D.: \$ 160,000
*City of Las Vegas Costs: 97,000
Bond Issue: 3,180,000

Total Construction 3,437,000

Construction Management, Administration and

Testing: 240,600

Total Project Cost: \$ 3,947,600

*City of Las Vegas costs consist of adjusting manholes, upgrading streetlights and relocating the sanitary sewer across the Washington Avenue Channel. These costs are not eligible for reimbursement from Bond Issue proceeds. Funds have been allocated from Ad Valorem Tax Capital Improvement funds.

We have requested and received a proposal from G. C. Wallace Consulting Engineers, Inc., to provide construction management services for a fee of \$179,000. The Department of Engineering Services has reviewed the proposal and found it acceptable.

The City Attorney's office has prepared the attached agreement.

FISCAL IMPACT

\$179,000. Funds are available from the Clark County Bond Issue.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council authorize the expenditure of \$179,000 for construction management services, with a 10% contingency to be administered by the Department of Engineering Services, and authorize the Mayor to execute the agreement with G. C. Wallace Consulting Engineers, Inc.

C. E. Gilpin
C. E. GILPIN
Director of Engineering Services

Agenda Item 9/7/83

IV(1) D. 5.

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into as of the 7th day of September, 1983, 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 G. C. WALLACE CONSULTING ENGINEERS, INC. (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the CITY OF LAS VEGAS is the governmental entity responsible for providing adequate and safe road improvements within its corporate boundaries for use by the public; and

WHEREAS, Pecos Road between Charleston Boulevard and Owens Avenue is a street located within the CITY OF LAS VEGAS which is only partially improved and is in a state of disrepair; and

WHEREAS, the CONSULTANT has entered into a contract dated May 19, 1982 with the CITY OF LAS VEGAS to produce complete plans, specifications and other Contract Documents for the improvement of Pecos Road, including the construction of storm drain facilities and a bridge structure located at the intersection of Pecos Road with the Washington Avenue Channel (hereinafter referred to as the "Project").

WHEREAS, the CITY OF LAS VEGAS desires the services of a special consultant to provide, along with other project services, continuous inspection of the construction work in progress, all necessary construction surveying, and to provide the necessary testing of materials used in the construction so as to be able to assure to the CITY OF LAS VEGAS that the Pecos Road Project has been completed in accordance with the plans and specifications; and

WHEREAS, the CITY OF LAS VEGAS considers the Project completion date critical to provide a vital north-south route for the traveling public.

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree to the following terms and conditions set forth in Sections I through VII and to the Supplemental Terms, Sections I through XXI, set forth in Exhibit "A", attached hereto and incorporated hereby by this reference as a part of this Agreement. As used hereinafter, the term "Agreement" refers both to Sections I through VII of this Agreement and to the Supplemental Terms attached hereto as Exhibit "A".

SECTION I: BASIC SERVICES OF CONSULTANT

The basic services of CONSULTANT are twofold: Project Services and Material Testing and Analysis Services.

A. Project Services: At the commencement of this project, to be initiated by the "Notice to Proceed" to the CONSULTANT, and throughout the construction phase of this Project, CONSULTANT agrees to assume full and complete responsibility for the following Project services:

1. CONSULTANT agrees to provide two on-site full-time project inspectors under the supervision and control of the CONSULTANT's Project engineer. One inspector will be assigned to, and shall be responsible for, the continuous inspection of the construction of the bridge structure and related work located at the intersection of Pecos Road with the Washington Avenue Channel, while the other inspector will be responsible for the inspection of all other work in progress on the project. Said inspection shall be for the purpose of determining if the work is proceeding according to the plans, specifications and other contracts and to protect the CITY OF LAS VEGAS against defects or deficiencies.

CONSULTANT agrees to conduct bi-weekly progress meetings at the CONSULTANT's on-site field office, to review the Contractor's progress of the work, and to help resolve any issues and concerns regarding the construction of the Project. Minutes of said on-site progress meetings shall be prepared and distributed by the CONSULTANT.

2. CONSULTANT shall recommend to the CITY OF LAS VEGAS, when necessary, interpretations of the plans, specifications and other contract documents, including all modifications or amendments thereof.
3. CONSULTANT shall prepare progress pay estimates and final payments to the contractors for the purpose of recommending approval or disapproval to the CITY OF LAS VEGAS.
4. CONSULTANT, through its Project engineer and Project inspectors, shall detail the progress of the Project through written daily reports which will be provided to the CITY OF LAS VEGAS on a weekly basis. In addition to the daily reports, CONSULTANT through its Project engineer and Project inspectors will provide weekly summaries of quality control and material testing to the CITY OF LAS VEGAS.
5. CONSULTANT agrees to perform a final inspection, through its registered professional Project engineer, with the CITY OF LAS VEGAS of the completed Project and, if necessary, develop, or assist in its development, a punch list of those items remaining to be performed by the contractor in order for the Project to be fully completed and accepted by the CITY OF LAS VEGAS. CONSULTANT agrees to perform any subsequent inspections, if so requested, to determine if the punch list items have been completed by the contractor.
6. CONSULTANT agrees to assist in the preparation thereof, of such "As-Built" drawings as required by the CITY OF LAS VEGAS.

7. CONSULTANT shall, with input from the CITY OF LAS VEGAS, review the contractor's proposed traffic detours and/or rerouting methods and methods for maintaining the safety of the public and egress and ingress to businesses and residences.
 8. CONSULTANT shall review all proposed changes in the plans, specifications or other contract documents for the purpose of recommending approval or disapproval of said changes. CONSULTANT shall assist the CITY OF LAS VEGAS in negotiations concerning said proposed changes with the contractor, and shall prepare such documentation as required.
 9. CONSULTANT agrees, upon final completion of the Project, to issue a certificate of substantial completion to the CITY OF LAS VEGAS warranting to the CITY OF LAS VEGAS that it has performed each and every duty and obligation on its part to be performed under this Agreement and assuring to the CITY OF LAS VEGAS that to the best of its knowledge, information and belief, based upon its inspections and observations during the course of such performance, the Project has been constructed without defect or deficiency and according to the plans, specifications and other contract documents, or any modification or amendment thereof, approved by the CITY OF LAS VEGAS.
- B. Quality Control Services: Throughout the course of this Project, and when determined by CONSULTANT as necessary in order to assure the quality of materials used for the construction of Project, CONSULTANT agrees to provide the following quality control services:
1. Verify design assumptions as presented in the design soils investigation report dated July 30, 1982, which would include site visits to determine if soils conditions along with Project alignment are similar to those encountered at the exploration locations.
 2. Review up to two asphalt mix designs.
 3. Perform Eveem stability tests on up to two samples of asphalt obtained from the asphalt paving batch plant.
 4. Perform expansion pressure tests on up to six samples of materials as sampled and furnished by the CITY OF LAS VEGAS.
 5. Perform field reviews and observations after the placement of aggregate base courses and after each lift of asphalt pavement.
 6. Perform soils and materials testing consultation services as may be requested by the CITY OF LAS VEGAS.
 7. Coordinate the materials testing and quality control services furnished by CITY OF LAS VEGAS personnel under Section II of this Agreement, and interpret the results of said materials test results.

8. CONSULTANT shall, at the completion of the Project, provide to the CITY OF LAS VEGAS a binder containing all of the material testing data resulting from all quality control tests performed during the course of the Project, as well as any written summaries or analyses of said tests.

C. Survey Services:

1. CONSULTANT agrees to provide a land survey crew that will be responsible for control surveying and staking of location and grade for the Project's construction, the construction staking will consist of:
 - (1) Maximum of 4 rough grade stakes at 50-foot intervals along the alignment of new street improvements, including a stake at both ends of each curb return. Stringline check of subgrade as required to assure proper gravel base material thicknesses and proper subgrade elevation.
 - (2) Maximum of 6 final grade stakes (bluetops) at 50-foot intervals (approximately 25-foot intervals within the limits of vertical curves) along the alignment of new street improvements, including a stake at the ends and center of each curb return, and including stakes within street intersections where elevations are delineated on the Drawings.
 - (3) Stakes at 50-foot intervals along back of all curb and gutter and island curb to be constructed, including a stake at the ends and center of each curb return. Check any forms prior to pouring.
 - (4) Mark existing pavement for saw-cut at all intersecting streets and at driveway transitions.
 - (5) Stakes at 50-foot intervals, and at structures for all storm drain piping; stakes placed along off-set lines chosen by the Contractor.
 - (6) Two stakes, containing horizontal and vertical control, at each storm drain catch basin location.
 - (7) Stakes at 50-foot intervals for construction of water lines.
 - (8) One stake, containing horizontal control only, at each new street light and traffic signal pole location.
 - (9) Stakes, containing horizontal and vertical control, at 50-foot intervals for construction of sewer lines.
 - (10) Two stakes, containing horizontal control only, along the centerline of the bridge structure and centerline of Pecos Road, one on each side of the bridge structure.
 - (11) Off-set stakes, containing horizontal and vertical control, along the centerline and opposite each end of the bridge abutments.
 - (12) Five stakes, containing horizontal and vertical control, for finish grade elevations at each bridge abutment.

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- (13) Six grade stakes at each approach slab to the bridge; and an additional six final grade stakes (bluetops) for the gravel base material beneath each approach slab.
 - (14) Stakes or marks at the abutments for construction of concrete slope paving beneath the bridge structure.
 - (15) One permanent bench mark in the immediate vicinity of the bridge site.
 - (16) Slope stakes at 50-foot intervals along each side of the drainage channel construction.
 - (17) Marks indicating final lift thickness at critical slope locations such as intersections, vertical curves and transverse slopes less than 1.5 percent, and at longitudinal slopes less than 0.4 percent.
- 2. CONSULTANT shall prepare all calculations necessary to perform the required survey work and provide grade sheets.
 - 3. CONSULTANT shall set reference points to existing monuments and reset monuments at completion of Project.

SECTION II: RESPONSIBILITIES OF THE CITY OF LAS VEGAS

The CITY OF LAS VEGAS agrees to provide the following certain quality control services during the course of the Project:

- 1. Obtain samples of materials and conduct sieve analyses, laboratory maximum density and optimum moisture tests, field density tests and moisture content tests as directed by the CONSULTANT to determine the suitability of the subsurface soils and aggregate bases for the Project's construction.
- 2. Conduct concrete slump tests, concrete compression tests, sieve analyses on aggregates for concrete, tests on asphaltic concrete to determine oil content (also obtain daily oil readings to correlate the percent asphalt used), viscosity verification of each batch of liquid asphalt, percent air voids, oil grade, mineral content, aggregate gradation, field density tests, straight edge verification tests, and whatever tests as directed by the CONSULTANT to determine the suitability of the materials used in the Project's construction.
- 3. Provide continuous asphalt plant inspection during batching operations, and during asphaltic concrete lay-down.
- 4. At the completion of the Project, provide to the CONSULTANT such data as is required to prepare a binder containing all of the material testing data resulting from all quality control tests performed during the course of the Project, as well as any written summaries or analyses of said tests.

SECTION III: COMPENSATION AND MANNER OF PAYMENT

A. FEES

- 1. The CITY OF LAS VEGAS agrees to compensate the CONSULTANT on an hourly fee basis for those employees utilized in the

performance of the services required under Section I of this Agreement, PROVIDED, HOWEVER, that said compensation under Section I shall not exceed the maximum figure of One Hundred Seventy-Nine Thousand Dollars (\$179,000) without prior written approval of the CITY OF LAS VEGAS. Said compensation shall be computed according to the following fee formula:

- (a) Office Personnel: Actual salary costs plus one hundred twenty five percent (125%) of said salary costs.
- (b) Field Personnel: Actual salary costs plus ninety percent (90%) of said salary costs.

Salary costs are defined on page 31 of the 1981 Edition of Manual No. 45 of the American Society of Civil Engineers (ASCE), a copy of which is attached hereto as Exhibit "B" and incorporated herein as a part of this Agreement. For purposes of this Agreement, the actual salary costs are defined as equal to 1.33 times the actual payroll expense for non-union personnel, and 1.45 times the actual payroll expense for union personnel.

Direct non-salary expenses attributable to this Agreement, described on page 32 of Exhibit "B", will be compensated at actual cost.

- 2. The CITY OF LAS VEGAS further agrees to compensate the CONSULTANT for the performance of certain outside services required under paragraph B of Section I of this Agreement in an amount equal to the actual cost for said services plus five percent (5%) of the actual cost.
- 3. The fee negotiated above under paragraph A.1 of Section II, to wit: One Hundred Seventy-Nine Thousand Dollars (\$179,000), is based upon the assumption that the need for the two on-site, full-time inspectors will be for a period of 9 man-months (7 man-months for the roadway and 2 man-months for the bridge). In the event that construction time extends longer than this estimated time, the parties agree to renegotiate the maximum figure specified above based upon the difference that the actual period of construction inspection exceeds the estimated period of construction inspection.

B. MANNER OF PAYMENT

- 1. 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 to the CITY OF LAS VEGAS invoices detailing the number of employee hours and the nature and date of the expenditures, along with the appropriate receipts where possible for which the CONSULTANT seeks compensation. Clerical work such as that provided by secretaries for the purpose of this Agreement are considered an overhead item and shall not be included in the salary cost for compensation.
- 2. Payment for CONSULTANT'S services shall be due within 30 calendar days after receipt by the CITY OF LAS VEGAS of

the monthly invoice describing the work performed and expenses incurred during the preceding month.

SECTION IV: TIME OF PERFORMANCE

Within three (3) calendar days from delivery of notice from the CITY OF LAS VEGAS to the CONSULTANT ("Notice to Proceed"), the CONSULTANT shall commence performance of this Agreement and thereafter diligently proceed with the performance thereof until construction of the Project has been completed and accepted by the CITY OF LAS VEGAS. 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: 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 insurance coverage:
1. State Industrial Insurance System Insurance covering its full liability under the State Industrial laws of the State of Nevada as required by the State Industrial Insurance Commission, or equivalent coverage approved by the CITY OF LAS VEGAS.
 2. Automobile Liability Insurance, owned or non-owned automobiles, Three Hundred Thousand Dollars (\$300,000) each accident, combined single limit, with the CITY OF LAS VEGAS named as an additional insured party.
 3. Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) insuring against the negligent acts or omissions committed by the CONSULTANT in the performance of this Agreement. Said insurance shall be provided and maintained 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.
- 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 VI: NOTICES

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

CITY OF LAS VEGAS:

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

CONSULTANT:

G.C. Wallace,
Consulting Engineers, Inc.
1100 East Sahara Avenue
Las Vegas, Nevada 89104

SECTION VII: ENTIRE AGREEMENT

The foregoing Sections I through VII, along with Sections I through XXI of the Supplemental Terms (Exhibit "A") and any other attached Exhibits constitute the entire Agreement between the parties hereto with respect to the matters covered therein.

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*
G. C. WALLACE, President

ATTEST:

Susan J. Redman
Assistant Secretary

EXHIBIT "A"

SUPPLEMENTAL TERMS

In addition to the foregoing terms, conditions and covenants, the Parties hereto agree to the following supplemental provisions:

SECTION I: 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 II: 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 the Section entitled "Notices" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A".

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 III: 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 payment of all pending invoices 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 IV: 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 in its possession.

SECTION V: 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 VI: 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 VII: 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 VIII: DESIGNATION OF REPRESENTATIVE

The Director of Engineering 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 IX: 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 X: 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 XI: 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 XII: APPLICABLE LAW

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

SECTION XIII: 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 XIV: 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 XV: 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 XVI: 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 XVII: 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 XVIII: 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 XIX: 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 the Section entitled "Compensation" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A", is just and reasonable compensation for performance hereunder, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith.

SECTION XX: 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;
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement unless the CITY OF LAS VEGAS has approved any deviations, changes or modifications in writing.

It is understood and agreed that in the event the CONSULTANT retains any subcontractor in connection with the performance of this Agreement, the CONSULTANT assumes full and complete responsibility for the acts, errors and omissions of the subcontractor in terms of the CONSULTANT'S relationship with, and responsibility to, the CITY OF LAS VEGAS.

SECTION XXI: MODIFICATION

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

CONSULTING ENGINEERING

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phase may be so indeterminate in scope that neither a lump-sum nor fixed percentage of construction cost would be an equitable basis of compensation. Furthermore, on many projects, it becomes necessary during the design phase to undertake additional experimental or investigative work, the results of which may further alter the scope of the project.

Compensation on the basis of the salary cost times an agreed multiplier is one satisfactory method of determining charges for such indeterminate assignments when the extent of engineering services is difficult to estimate at the outset. Direct nonsalary expenses are a separate item for reimbursement, usually with a service charge.

Cost plus a fixed fee contracts may also be used when the scope of work is indeterminate, provided that there are adequate provisions for adjustments of this fixed fee as the job progresses and the scope is better defined.

Defined as follows are factors pertinent to this section. (They may also apply for other types of charges for engineering services.) Thus

1. **Salary Cost** is defined herein as the cost of salaries (including sick leave, vacation, holiday, and incentive pay applicable thereto) of, e.g., principals, engineers, technicians, drafting and surveying personnel, stenographers, and clerks, for time directly chargeable to the project; plus unemployment and other payroll taxes; and contributions for social security, workmen's compensation insurance, retirement, medical, and life insurance benefits.

Salary costs as defined herein (direct payroll plus fringe benefits) averaged 135% of direct salaries for Consulting Engineering firms in 1979. (See the 1979 ASCE Salary Survey.)

Salaries or imputed salaries of partners or principals, to the extent that they perform technical or advisory services directly applicable to the project, are to be reimbursed in the same way as are other salary costs.

With this method, charges are based mainly on salaries. It is therefore advisable that the Engineer reach an agreement with the Client on salary ranges for each classification of labor chargeable, as well as on the time period after which appropriate adjustments will be made. This will help avoid future surprises, misunderstandings, or disputes.

2. **The Multiplier** which is applied to salary cost is a factor that compensates the Consulting Engineer for overhead, as defined hereinafter, plus a reasonable margin for contingencies, interest on invested capital, readiness to serve, and profit. The size

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, is not directly allocated.

- a. Provisions for office space, depreciation of equipment, and specific project expenses, and
 - b. Taxes and insurance, but excluding income tax.
 - c. Library and subscription fees, and technical and professional courses.
 - d. Executive, administrative, and clerical salaries including reimbursable salaries of personnel performing general distinguished applicable to preliminary and interest charges.
 - e. Business development and employee expenses.
 - f. Provision for contingencies between assignments on public works.
5. *Estimated Charge for Risk*
The risks assumed by the Engineer, when clearly recognized in the initial estimate, project budgeting purpose, that they do not they are to be defined.
- One reasonable method is the Client when

City of Las Vegas

AGENDA DOCUMENTATION

Date: August 24, 1983

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF AGREEMENT FOR CONSTRUCTION MANAGEMENT OF CEDAR AVE. DRAINAGE CHANNEL
AND THE MARION DRIVE BRIDGE BETWEEN PECOS RD. AND LAS VEGAS WASHPURPOSE/BACKGROUND

The City Council entered into cooperative agreements with Clark County for the design and construction of Cedar Ave. Drainage Channel a distance of 1.7 miles, on June 1, 1982 and for the construction of the Marion Drive Bridge across the Cedar Channel on December 1, 1981. The design of Cedar Ave. Drainage Channel was completed by Mundhir Eljumaily Associates and the design of the Marion Drive Bridge was done by the City of Las Vegas Engineering Services Department.

Construction is scheduled to begin on October 10, 1983 and be complete by April 20, 1984.

INCURRED COSTS:

Design and Administration: \$ 166,747

ANTICIPATED COSTS:

*Construction: 1,600,000
Construction Management,
Administration and
Testing: 146,747

Total Project Cost: \$ 1,913,494

*This figure includes \$10,000 City of Las Vegas costs for manhole adjustments and relocation of sanitary sewer lines. These costs are not eligible for reimbursement from Bond Issue proceeds. Funds have been allocated from the Sanitation Fund.

We have requested and received a proposal from Mundhir Eljumaily-Associates, to provide construction management and inspection for the combined projects for a fee of \$82,728. The Department of Engineering Services has reviewed the proposal and found it acceptable.

The City Attorney's office has prepared the attached agreement.

FISCAL IMPACT

\$82,728. Funds are available from the Clark County Bond Issue.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council authorize the expenditure of \$82,728 for construction management services, with a 10% contingency to be administered by the Department of Engineering Services, and authorize the Mayor to execute the agreement with Mundhir Eljumaily Associates.

C. E. Gilpin
C. E. GILPIN
Director of Engineering Services

Agenda Item 9/7/83

IV (i) D. 6.

CONSULTANT AGREEMENT

THIS AGREEMENT, and accompanying Supplemental Terms, made and entered into as of the 7th day of September, 1983, 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 MUNDHIR ELJUMAILY ASSOCIATES (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H :

WHEREAS, the CITY OF LAS VEGAS is the governmental entity responsible for providing adequate and safe road and storm drainage improvements within its corporate boundaries for use by the public; and

WHEREAS, the CONSULTANT is presently under contract with the CITY OF LAS VEGAS to provide the required engineering and related services to produce complete plans, specifications and other Contract Documents for the Cedar Avenue Channel Project and the Marion Drive Box Culvert Project; and

WHEREAS, the Cedar Avenue Channel and the Marion Drive Box Culvert Project (hereinafter referred to as the "Project") consists of the following: (i) channel shaping and installation of a concrete channel lining along the Cedar Avenue Channel from 600' + east of Pecos Drive to the Las Vegas Wash, (ii) the construction and reconstruction of bridges, and (iii) all other incidental and related work; and

WHEREAS, the CITY OF LAS VEGAS desires the services of a special consultant to provide the Project Services, hereinafter set forth in this Agreement for the Project.

NOW, THEREFORE, in consideration of the foregoing premises, the Parties hereto agree to the following terms and conditions set forth in Sections I through VII and to the Supplemental Terms, Sections I through XXI, set forth in Exhibit "A" and Exhibit "B", attached hereto and incorporated herein by this reference as a part of this Agreement. As used hereinafter, the term "Agreement" refers both to Sections I through VII of this Agreement and to the Supplemental Terms attached hereto as Exhibit "A" and Exhibit "B".

SECTION I: BASIC SERVICES OF CONSULTANT

The basic services of CONSULTANT are for Project Services.

- A. Project Services: At the commencement of this project as stated in the "Notice to Proceed" to the contractor and throughout the construction phase of this Project, CONSULTANT agrees to assume full and complete responsibility for the following Project services:
1. The CONSULTANT agrees to assign an engineer and a resident inspector to the Project. The assigned engineer, who will be licensed as a Professional Engineer by the State of Nevada, shall be in responsible charge of the work at all times. The assigned engineer shall spend a sufficient amount of time on-site, while the resident

inspector shall be on-site full time, in order that both can determine that the quality and progress of the work is proceeding according to the contract documents and to enforce conformity of the contractor's performance under the plans and specifications with the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements, Clark County Area, Nevada 1978, pursuant to the provisions of Section 105.12 of the aforementioned Standard Specification. The CONSULTANT will provide also periodic inspection during non-working times to insure CITY OF LAS VEGAS standards of public safety and convenience are adhered to.

2. CONSULTANT shall recommend to the CITY OF LAS VEGAS, when necessary, interpretations of the plans and specifications, including all modifications or amendments thereof.
3. CONSULTANT shall prepare progress pay estimates by individual bid groups and final payments to the contractors for approval or disapproval to the CITY OF LAS VEGAS.
4. CONSULTANT, through its registered engineer and/or resident inspector, shall detail the progress of the Project through written daily reports which will be provided to the CITY OF LAS VEGAS on a weekly basis. A monthly report (with photos) will accompany the contractor's pay estimate summarizing the stage of completion of the Project at that point in time.
5. CONSULTANT agrees to perform a final inspection, through its registered engineer and/or resident inspector with the CITY OF LAS VEGAS, of the completed Project and, if necessary, develop a punch list of those items remaining to be performed by the contractor in order for the Project to be fully completed and accepted by the CITY OF LAS VEGAS. CONSULTANT agrees to perform any subsequent inspections, if so requested, to determine if the punch list items have been completed by the contractor.
6. CONSULTANT agrees to prepare "As-Built" drawings as required by the CITY OF LAS VEGAS. CONSULTANT shall submit one (1) set of completed "As-Built" mylar reproduces to the CITY OF LAS VEGAS.
7. With input from the CITY OF LAS VEGAS, the CONSULTANT shall review the contractor's proposed traffic detours and/or rerouting methods and methods for maintaining egress and ingress to business and residences.
8. CONSULTANT shall prepare and review all proposed changes in the plans, specifications or other contract documents for the purpose of recommending approval or disapproval of said changes. CONSULTANT shall assist the CITY OF LAS VEGAS in negotiations concerning said proposed changes with the contractor.
9. CONSULTANT shall review construction methods and enforce specifications for compliance with technical specifications, progress, and payment.

10. Consultant shall review quality control data provided by the CITY OF LAS VEGAS to determine the acceptability of the test data and the materials used for the Project.
11. CONSULTANT agrees, upon final completion of the Project, to issue a letter of certification warranting to the CITY OF LAS VEGAS that it has performed each and every duty and obligation on its part to be performed under this Agreement and assuring to the CITY OF LAS VEGAS that to the best of its knowledge, information and belief, based upon its inspections, tests and observations during the course of such performance, the Project has been constructed according to the plans and specifications, or any modifications or amendment thereof, approved by the CITY OF LAS VEGAS.

SECTION II:
SERVICES AND RESPONSIBILITIES OF THE CITY OF LAS VEGAS

The basic services and responsibilities of the CITY OF LAS VEGAS are threefold: Project Representatives, Survey Services, and Quality Control.

- A. Project Representative: During the construction period of this agreement, the CITY OF LAS VEGAS shall designate a Project Representative to provide the following:
 1. Provide input, along with the CONSULTANT, into the interpretation of the plans and specifications or other contract documents during the construction period.
 2. Assist in the review of shop drawings on items submitted by the contractor, to determine conformity with the requirements of the plans and specifications.
 3. Review the recommendations of the CONSULTANT with respect to the progress pay estimate and final payment to the contractor for purpose of giving final approval.
 4. Review, and approve if acceptable, the contractor's proposed performance schedule.
 5. Review, and approve if acceptable, any proposed changes by the contractor or by the CONSULTANT in the plans and specifications.
- B. Survey Services:
 1. THE CITY OF LAS VEGAS agrees to provide a construction survey crew that will be responsible for control surveying and staking of location and grade for the Project's construction as directed by the CONSULTANT.
 2. The survey crew shall prepare all calculations necessary to perform the required survey work and provide grade sheets.
 3. The survey crew shall set reference points to existing monuments and reset monuments at completion of Project.
- C. Quality Control Services: Throughout the course of this project, as recommended by CONSULTANT and at other times as deemed necessary by the CITY OF LAS VEGAS in order to

assure the quality of materials used for the construction of Project, the CITY OF LAS VEGAS will provide the following quality control services:

1. Sieve analyses, laboratory maximum density tests, field density tests and moisture content tests and whatever tests are necessary of the subsurface soils and aggregate bases in the Project area to determine suitability for the Project's construction.
2. Concrete slump tests, concrete compression tests, sieve analysis on aggregates for concrete, tests on asphaltic concrete to determine oil content (also obtain daily oil readings to correlate the percent asphalt used), percent air voids, oil grade and aggregate gradation and whatever tests which may be necessary on the materials used in construction to determine suitability for use in the Project's construction.
3. Inspect concrete plant and asphalt plant for conformance to these specifications.
4. Provide quality control test data as requested by the CONSULTANT.

SECTION III: COMPENSATION AND MANNER OF PAYMENT

- A. Definitions: For purposes of the Agreement, the following terms are defined as follows:
 1. "Salary Costs" are defined as the hourly wage rate actually paid to those particular employees utilized in the performance of this Agreement. The wage rate for each employee may be changed from time to time by the CONSULTANT during the existence of this Agreement with the prior approval of the Director of Engineering Services.
 2. "Direct Non-Salary Expenses" are as defined on page 32 of the 1981 Edition of Manual 45 of the American Society of Civil Engineers. An excerpt of page 32 is attached hereto as Exhibit "B" and by this reference incorporated herein as a part of this Agreement.
- B. Compensation Formulas: As consideration for the engineering services required under Section I, the CITY OF LAS VEGAS agrees to compensate the CONSULTANT as follows:

For the services provided the CONSULTANT shall be compensated for its (i) Salary Costs times a multiplier of 2.7, and (ii) Direct Non-Salary Expenses.
- C. Compensation Limitations: Total compensation paid to the CONSULTANT for the services required under Section I shall not exceed the following limitation:

Section I \$82,728

It is understood and agreed by the parties hereto that the CONSULTANT shall be required to provide the services stated

0114

under Section I until the performance of this Agreement is completed despite having reached the payment limits set forth above, PROVIDED, HOWEVER, that the limitation set forth with respect to Section I shall be subject to renegotiation if the performance of this Agreement, through no fault of the CONSULTANT, cannot be completed within the time period stated under Section IV.

D. 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 requesting payment as follows:

1. Salary Costs: Payment for Salary Costs shall be on a monthly basis according to the number of hours of services provided by the CONSULTANT's employees. Each month the CONSULTANT shall submit an invoice for services provided the previous month, detailing the name or position of the employee, the number of hours of work performed, the hourly rate for said employee, and the total amount of compensation broke down per individual bid groups.
2. Direct Non-Salary Expenses and Costs of Outside Services: Receipts, where possible, shall be attached to the monthly invoices for direct non-salary expenses and costs of outside services for which CONSULTANT seeks compensation from the CITY OF LAS VEGAS. Cost shall also be broke down per individual bid groups.

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 broke down as listed above.

SECTION IV: TIME OF PERFORMANCE

Unless otherwise stated by the CITY OF LAS VEGAS, this Agreement shall commence on the same date as the commencement date for the construction contract for the Cedar Avenue Project. It is anticipated that said construction contract will require one hundred ninety (190) calendar days for completion. Performance of this Agreement will coincide with the performance of that construction contract plus twenty-one (21) calendar days to allow for any delays in the performance of that contract. In the event that performance of this Agreement requires more than two hundred eleven (211) calendar days to complete, then the fee limitation agreed to for Section I shall be subject to renegotiation by the parties.

SECTION V: 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. State Industrial Insurance System covering its full liability under the industrial compensation laws of the State of Nevada as required by the Nevada Industrial Insurance Commission, or equivalent coverage approved by the CITY OF LAS VEGAS.
 2. Automobile Insurance in the amount of \$500,000 with the CITY OF LAS VEGAS named as an additional insured party.
 3. Professional Liability Insurance (Errors and Omissions Coverage) insuring against the negligent acts, errors or omissions committed by the CONSULTANT in the performance of this Agreement in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000). Said insurance shall be maintained in force and effect from the commencement date of this Agreement until two (2) years after the date of acceptance by the CITY OF LAS VEGAS of the constructed Project.
- 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 and will provide the CITY OF LAS VEGAS with a copy of the appropriate sections of the policy.
- C. 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 VI: 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 East Stewart Avenue
Las Vegas, Nevada 89101

CONSULTANT:

MUNDHIR ELJUMAILY ASSOCIATES
1500 East Tropicana
Suite 221
Las Vegas, Nevada 89109

SECTION VII: ENTIRE AGREEMENT

The foregoing Sections I through VII, along with Sections I through XXI of the Supplemental Terms (Exhibit "A") and any other attached Exhibits constitute the entire Agreement between the parties hereto with respect to the matters covered therein.

0116

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

MUNDHIR ELJUMAILY ASSOCIATES

By Mundhir Eljumaily

ATTEST:

Mundhir Eljumaily
Secretary

EXHIBIT "A"

SUPPLEMENTAL TERMS

In addition to the foregoing terms, conditions and covenants, the Parties hereto agree to the following supplemental provisions:

SECTION I: 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 II: 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 the Section entitled "Notices" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A".

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 III: 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 payment of all pending invoices 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 IV: 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 in its possession.

SECTION V: 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 VI: 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 VII: 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 VIII: DESIGNATION OF REPRESENTATIVE

The Director of Engineering 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 IX: 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 X: 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 XI: 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 XII: APPLICABLE LAW

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

SECTION XIII: 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 XIV: 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 XV: 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 XVI: 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 XVII: 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 XVIII: 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 XIX: 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 the Section entitled "Compensation" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A", is just and reasonable compensation for performance hereunder, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith.

SECTION XX: 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;
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement unless the CITY OF LAS VEGAS has approved any deviations, changes or modifications in writing.

It is understood and agreed that in the event the CONSULTANT retains any subcontractor in connection with the performance of this Agreement, the CONSULTANT assumes full and complete responsibility for the acts, errors and omissions of the subcontractor in terms of the CONSULTANT'S relationship with, and responsibility to, the CITY OF LAS VEGAS.

SECTION XXI: MODIFICATION

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

EXHIBIT "B"

SECTION OF MANUAL 45, "AMERICAN SOCIETY OF CIVIL ENGINEERS, PAGE 32
(1981 EDITION)

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.

AGENDA*City of Las Vegas*

0124

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011Page 26
September 7, 1983

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

A. Appeal of Work Card Denial:

Joseph John O'Neill

(NOTE: This item was heard at 1:45 P.M.)

Nolen -
DENIED Appeal as
recommended by
LVMPD.
Unanimous
(Briare and Levy
excused)Clerk to notify
Appellant appeared.
Atty. Bill Hammer
represented
appellant.
Lt. Ron Neimann
represented LVMPD.Report by LVMPD, SID, to Board re
appellant made part of record and on
file at LVMPD.

B. Appeal of Work Card Denial:

Keith Randall Roether

Christensen -
DENIED Appeal as
recommended by LVMPD.
Motion carried with
Lurie voting "No."
(Briare and Levy
excused)Clerk to notify.
Appellant appeared.
Lt. Ron Neimann
represented LVMPD.Report by LVMPD, SID, to Board re
appellant made part of record and
on file at LVMPD.

C. Appeal of Work Card Denial:

Marion Scott

Nolen -
DENIED Appeal as
recommended by LVMPD.
Unanimous
(Briare and Levy
excused)Clerk to notify
Appellant appeared.
Lt. Ron Neimann
represented LVMPD.Report by LVMPD, SID, to Board re
appellant made part of record and on
file at LVMPD. Letter dated 8/24/83
from The Golden Gate Hotel & Casino
to Council on file in City Clerk's Office

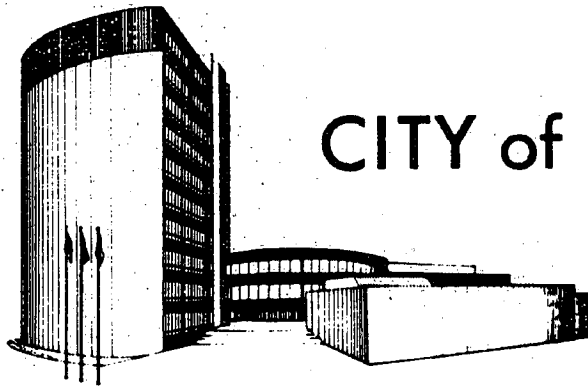
D. Appeal of Work Card Denial:

William J. Torma

ABEYANCE as requested 9/21/83 Agenda
by Appellant.

0125

MAYOR BILL BRIARE
COUNCILMEN
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN
CITY ATTORNEY
GEORGE F. OGILVIE
CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

August 25, 1983

Mr. Joseph John O'Neill
2110 Paradise Road, #15
Las Vegas, Nevada 89105

Dear Mr. O'Neill:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. Please be advised that this matter will be heard on Wednesday, September 7, 1983, at the regularly scheduled City Council meeting. This matter will be heard sometime between 10 A.M. and 12 Noon. I would advise you to be present at 10 A.M. and wait your turn. This meeting will be conducted in the Council Chambers at 400 East Stewart Avenue.

Occasionally, the City Council has been persuaded to grant a work card to an applicant through the intercession of the applicant's prospective employer. Therefore, if you think that your prospective employer would acknowledge, either in writing or personally before the City Council at your hearing, that he is aware of the reasons that your work card was originally denied and wishes to hire you anyway, I urge you to request him to do so. Also, you should bring to the hearing all other materials which you feel may assist you in your appeal.

Sincerely,

Carol Ann Hawley
LAH

CAROL ANN HAWLEY
CITY CLERK

CC: CITY ATTORNEY, METROPOLITAN POLICE DEPARTMENT - SIB

lah



0126

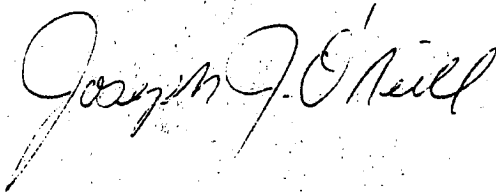
August 25, 1983

Ms. Carol Ann Hawley
City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Hawley:

This letter constitutes my formal appeal of denial of a work card by the Las Vegas Metropolitan Police Department. I wish to appeal this denial before the City Council.

Sincerely,

A handwritten signature in cursive script, reading "Joseph John O'Neill". The signature is written in dark ink and is positioned below the "Sincerely," text.

MR. JOSEPH JOHN O'NEILL
2110 PARADISE ROAD, #15
LAS VEGAS, NEVADA 89105

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

RICHARD H. BRYAN
GOVERNOR
JAMES AVANCE
CHAIRMAN
PATRICIA BECKER
MEMBER
RICHARD G. HYTE
MEMBER
IRENE F. MORROS
EXECUTIVE SECRETARY

STATE OF NEVADA
GAMING CONTROL BOARD
1150 E. WILLIAM STREET
CARSON CITY, NEVADA 89710

0127
LAS VEGAS OFFICE:
4220 S. MARYLAND PARKWAY
BUILDING D
LAS VEGAS, NEVADA 89158

RENO OFFICE:
495 APPLE STREET
RENO, NEVADA 89502

ELKO OFFICE:
ENFORCEMENT
850 ELM STREET
ELKO, NEVADA 89801

REPLY TO: Carson City
PHONE NO. (702) 885-4701

June 28, 1983

Mr. Joseph J. O'Neill
4956 Orinda Circle
Las Vegas, NV 89120

Dear Mr. O'Neill:

This hearing was held in Las Vegas on June 15, 1983.

Present: Joseph O'Neill, Appellant
Bill Hammer, Attorney for Appellant
Jack Miller, Senior Agent, Enforcement Division

FACTS

On April 19, 1983, the Board objected to the work permit of the applicant while he was employed at the Landmark as a security guard.

The reason for the objection was the prior arrest record of the appellant.

On May 9, 1983, the appellant requested a hearing.

Appellant has worked in three casinos since 1980 and has had no serious problems with employers.

Mr. Hammer checked with appellant's last employer, the Landmark, and they will rehire him when a job opening occurs.

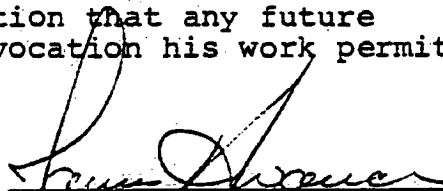
Appellant's nine arrests since 1973, were, for the most part, related to drinking or immaturity. The arrests were satisfactorily explained and there are no convictions.

Page 2

Appellant is 37 years old, married, with family health problems.
He is unemployed and has no other job skills.

DECISION

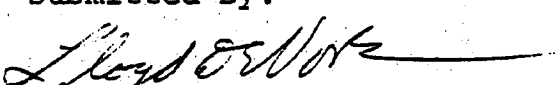
While there was sufficient reason for the objection to the appellant's work permit, it is the decision of the Board to withdraw the objection with the admonition that any future misconduct will result in immediate revocation his work permit.


JAMES AVANCE, CHAIRMAN

(Unavailable for Signature)
PATRICIA BECKER, MEMBER


RICHARD G. HYTE, MEMBER

Submitted By:


Lloyd L. DeVore
Hearing Officer

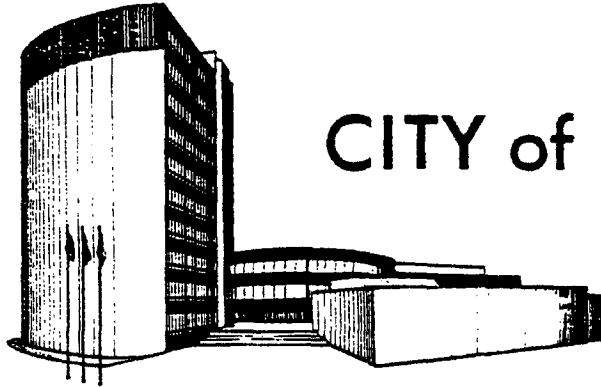
JA:PB:RGH:LD/c
Certified #P226268984

Attachment: Transcript

cc: Bill Hammer

0129

MAYOR BILL BRIARE
COUNCILMEN
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN
CITY ATTORNEY
GEORGE F. OGILVIE
CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

August 22, 1983

Mr. Keith Randall Roether
4545 Pennwood #328
Las Vegas, Nevada 89102

Dear Mr. Roether:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. Please be advised that this matter will be heard on Wednesday, September 7, 1983, at the regularly scheduled City Council meeting. This matter will be heard sometime between 10 A.M. and 12 Noon. I would advise you to be present at 10 A.M. and wait your turn. This meeting will be conducted in the Council Chambers at 400 East Stewart Avenue.

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Sincerely,

CAROL ANN HAWLEY
CITY CLERK

CC: CITY ATTORNEY, METROPOLITAN POLICE DEPARTMENT - SIB



August 22, 1983

Ms. Carol Ann Hawley
City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Hawley:

This letter constitutes my formal appeal of denial of a work card by the Las Vegas Metropolitan Police Department. I wish to appeal this denial before the City Council.

Sincerely,



Mr. Keith Randall Roether
4545 Pennwood #328
Las Vegas, Nevada 89102

MAYOR BILL BRIARE
COUNCILMEN
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN
CITY ATTORNEY
GEORGE F. OGILVIE
CITY MANAGER
RUSSELL W. DORN



0131

CITY of LAS VEGAS

August 19, 1983

Ms. Marion Scott
1000 Bullrun
North Las Vegas, Nevada 89030

Re: Work Card
APPEAL

Dear Ms. Scott:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. Please be advised that this matter will be heard on Wednesday, September 7, 1983, at the regularly scheduled City Council meeting. This matter will be heard sometime between 10 A.M. and 12 Noon. I would advise you to be present at 10 A.M. and wait your turn. This meeting will be conducted in the Council Chambers at 400 East Stewart Avenue.

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Sincerely,

CAROL ANN HAWLEY
CITY CLERK

Linda M. Owens

By
Linda M. Owens
Deputy City Clerk

CAH:LMO:MPK

cc: City Attorney; Metropolitan Police Dept. -SIB

400 EAST STEWART AVENUE • LAS VEGAS, NEVADA 89101 • (702) 386-6011



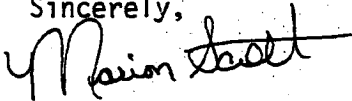
August 19, 1983

Ms. Carol Ann Hawley
City Clerk
4000 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Hawley:

This letter constitutes my formal appeal of denial of a work card by the Las Vegas Metropolitan Police Department. I wish to appeal this denial before the City Council.

Sincerely,

A handwritten signature in dark ink, appearing to read "Marion Scott", with a stylized flourish at the end.

Marion Scott
1000 Bullrun
North Las Vegas, Nevada 89030
702-649-3460



ONE FREMONT STREET
LAS VEGAS, NEVADA 89101
TELEPHONE (702) 382-6300

August 24, 1983

Las Vegas City Council
and Others Who May Be Concerned
400 E. Stewart Avenue
Las Vegas, Nevada 89101

RE: Marion Scott
SSA# 530-56-7517
1025 Sierra Vista, #13
Las Vegas, Nevada, 89109

WORK CARD

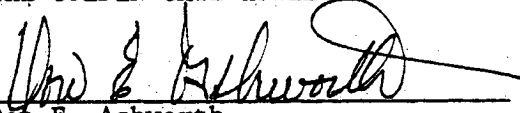
Miss Marion Scott was first employed by the Golden Gate Hotel & Casino on May 21, 1983 in the capacity of a '21' Dealer. Her service as such was satisfactory. On the 19th of August, 1983, Marion Scott lost her work card issued by the Police Department in 1981. She claims it was lost soon after her lunch hour break.

The Golden Gate requires that work cards must be shown each day at the start of the shift. Because of the loss, Marion Scott advised us of the loss and voluntarily terminated. When she went to the Sheriff's Department to replace her work card, she found against her the unlawful signature of a credit card on file. I am advised by Marion Scott that this was between she and a girlfriend. She is in the course of making restitution under the charges.

The Golden Gate will give consideration to Marion Scott for re-employment providing she has a work card and an opening and opportunity exists.

Respectfully submitted,

THE GOLDEN GATE HOTEL & CASINO

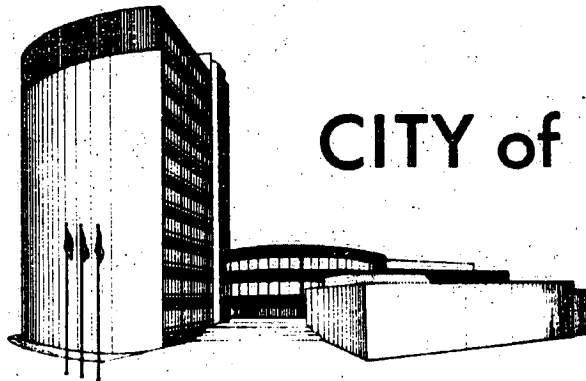

Don E. Ashworth
Comptroller

Enclosure

MAYOR BILL BRIARE
COUNCILMEN
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

August 19, 1983

Ms. Marion Scott
1000 Bullrun
North Las Vegas, Nevada 89030

Re: Work Card
APPEAL

Dear Ms. Scott:

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Sincerely,

CAROL ANN HAWLEY
CITY CLERK

Linda M. Owens

By
Linda M. Owens
Deputy City Clerk

CAH:LMO:MPK

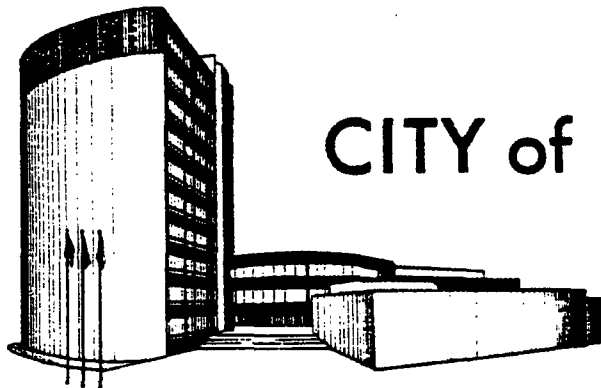
cc: City Attorney; Metropolitan Police Dept. -SIB
400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101 • (702) 386-6011



MAYOR BILL BRIARE
COUNCILMEN
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
RUSSELL W. DORN



CITY of LAS VEGAS

August 26, 1983

Mr. William J. Torma
3755 North Nellis Blvd.
Las Vegas, Nevada 89115

Dear Mr. Torma:

I am in receipt of your formal appeal to the City Council regarding the denial of a work card. Please be advised that this matter will be heard on Wednesday, September 7, 1983, at the regularly scheduled City Council meeting. This matter will be heard sometime between 10 A.M. and 12 Noon. I would advise you to be present at 10 A.M. and wait your turn. This meeting will be conducted in the Council Chambers at 400 East Stewart Avenue.

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Sincerely,

Carol Ann Hawley
CAROL ANN HAWLEY
City Clerk

cc: City Attorney
Metropolitan Police Department - SIB

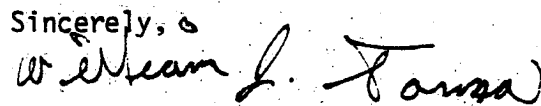


August 26, 1983

Carol Ann Hawley
City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Hawley:

This letter constitutes my formal appeal of denial of a work card by the Metropolitan Police Department. I wish to appeal this denial before the City Council.

Sincerely, 

William J. Torma
3755 North Nellis Blvd.
Las Vegas, Nevada 89115

643-7692

AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0137

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 27
September 7, 1983

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)

1:28 E. Review and possible approval of findings by the Director of the State of Nevada Department of Commerce for the issuance of \$3,400,000 of industrial development bonds for the Andrew Tompkins hotel project in the City of Las Vegas

Nolen -
APPROVED as recommended by the State and staff.
Unanimous
(Briare & Levy excused)

Staff to proceed
Larry Struve and
Bruce Collmar
appeared

31 F. Proposed Lease between the City of Las Vegas and S.P.D. Office Equipment Company

Nolen -
APPROVED as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

11:31 G. Resolution tentatively approving the assessment roll and notice of filing assessment roll - SID No. 403

Step No.: 21-C - Resolution Tentatively Approving Assessment Roll

22-C - Notice of Filing Assessment Roll

Improvements: Include the installation of a parking lane, standard "L" type curbs and gutters, street lighting and standard concrete sidewalks.

Location: Along both sides of Bonanza Road from Eastern Avenue to Pecos Street

Nolen -
ADOPTED Resolution as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

City of Las Vegas

0138

AGENDA DOCUMENTATION

Date: August 29, 1983TO:
The City CouncilFROM: *Sam Stewart*
CITY ATTORNEY

SUBJECT: Review and possible approval of findings by the Director of the State of Nevada Department of Commerce for the issuance of \$3,400,000 of industrial development bonds for the Andrew Tompkins hotel project in the City of Las Vegas

PURPOSE/BACKGROUND

Andrew Tompkins has applied to the Director of the State of Nevada Department of Commerce for the sale of \$3,400,000 in industrial development bonds to finance the conversion of the former Nevada Power Company office buildings into a 112 room hotel facility which will be leased to Gemini, Inc., the operator of the Lady Luck Casino. The sponsor anticipates that the project will create 65-100 new jobs over the next 12 to 24 months.

NRS 349.580(2) requires the Director to make findings that the project is eligible for financing through the Department of Commerce and to submit those findings for approval to the governing body of the political subdivision in which the project will be located. The findings must also be approved by the State Board of Finance.

FISCAL IMPACT

The industrial development bonds proposed will be issued by the Director of the State of Nevada Department of Commerce and will involve no liability to the City of Las Vegas

RECOMMENDATIONS

It is recommended that the attached Resolution approving the findings of the Director of the Department of Commerce relating to the issuance of Industrial Development Revenue Bonds for Andrew Tompkins be approved.

Agenda Item

V-E

FINDINGS OF THE DIRECTOR OF
THE STATE OF NEVADA DEPARTMENT
OF COMMERCE RELATING TO THE
ANDREW TOMPKINS PROJECT
LAS VEGAS, NEVADA

0139

WHEREAS, Andrew Tompkins (the "Sponsor") has applied to the Director of the Department of Commerce of the State of Nevada (the "Director") for financial assistance for the renovation and equipping of his hotel facility to be situated in the City of Las Vegas, Nevada (the "Project") pursuant to Nevada Revised Statutes 349.400 to 349.670 (the "Law"); and

WHEREAS, the Sponsor has prepared and submitted to the Director certain information related to the Project and the Director has reviewed such information and has otherwise investigated the facts concerning the Project so as to enable him to make the following findings in accordance with the Law;

NOW, THEREFORE, the Director hereby finds that:

1. The Project consists of the renovation of two existing buildings in the downtown Las Vegas area for the purpose of constructing a 112 room hotel. The Project will also include the purchase and installation of new equipment including a telephone system, signs and security equipment;

2. The Project will provide a public benefit by creating approximately 65 new jobs within twelve months and a total of approximately 100 within twenty-four months. These jobs will include management, front desk, valet, maid and maintenance positions. The Project will serve the additional benefit of increasing the property tax base;

3. The Sponsor has sufficient financial resources to place the Project in operation and to continue its operation, meeting the obligations of the financial arrangements. The Sponsor is an established businessman having a positive earnings record and has the capability of generating working capital in excess of that necessary to operate the Project and meet all financial obligations that may arise;

4. There are sufficient safeguards to assure that all money provided by the Department of Commerce will be expended solely for the purpose of the Project;

5. There are existing and projected needs for the Project. Both the Las Vegas Convention and Visitors Authority and the Downtown Casino Association have notified the Director of the need for additional hotel rooms in the downtown Las Vegas area;

6. The Project is to be located in downtown Las Vegas in an area surrounded by hotels and other commercial enterprises. The Project will therefore be compatible with existing facilities in the area adjacent to the location of the Project;

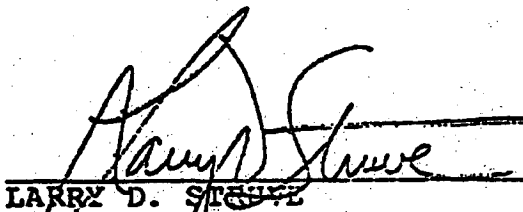
7. The purpose of the financing of the Project is not solely to provide tax-free financing to the Sponsor. The providing of financing by the Director will allow the Sponsor to expand the cost of the Project to include additional convenience and safety items beyond those required by state and local building codes;

8. The Project has or will receive all approvals by local, state and federal governments necessary to proceed with the purchase, construction and installation of buildings and equipment necessary for the Project;

9. There has been a request by the Sponsor to have the Director issue industrial development revenue bonds sufficient to finance the Project set out in Finding No. 1.

The Director of the State of Nevada Department of Commerce hereby requests that the State Board of Finance and the Las Vegas City Council approve the foregoing findings.

Dated: August 9, 1983


LARRY D. STEFFE
Director of the State of Nevada
Department of Commerce

RESOLUTION

A RESOLUTION APPROVING FINDINGS OF THE DIRECTOR OF THE DEPARTMENT OF COMMERCE RELATING TO THE ISSUANCE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS FOR ANDREW TOMPKINS.

WHEREAS, pursuant to NRS Sections 349.400 through 349.670, ANDREW TOMPKINS has requested the Director of the State of Nevada Department of Commerce (the "Director") to issue industrial development revenue bonds in the amount of \$3,400,000 to assist the financing of the renovation of the former Nevada Power Company office buildings (the "Project") in the City of Las Vegas, Nevada; and

WHEREAS, pursuant to NRS Section 349.580(2), the Director has on August 9, 1983, issued certain findings concerning the project (the "Findings").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas as follows:

1. The Findings of the Director relating to the Project, which are attached as Exhibit A to this Resolution and incorporated by reference, are hereby approved.

2. This Resolution shall take effect immediately upon its passage.

PASSED, ADOPTED and APPROVED this 7th day of September, 1983.

APPROVED:

By William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

FINDINGS OF THE DIRECTOR OF
THE STATE OF NEVADA DEPARTMENT
OF COMMERCE RELATING TO THE
ANDREW TOMPKINS PROJECT
LAS VEGAS, NEVADA

WHEREAS, Andrew Tompkins (the "Sponsor") has applied to the Director of the Department of Commerce of the State of Nevada (the "Director") for financial assistance for the renovation and equipping of his hotel facility to be situated in the City of Las Vegas, Nevada (the "Project") pursuant to Nevada Revised Statutes 349.400 to 349.670 (the "Law"); and

WHEREAS, the Sponsor has prepared and submitted to the Director certain information related to the Project and the Director has reviewed such information and has otherwise investigated the facts concerning the Project so as to enable him to make the following findings in accordance with the Law;

NOW, THEREFORE, the Director hereby finds that:

1. The Project consists of the renovation of two existing buildings in the downtown Las Vegas area for the purpose of constructing a 112 room hotel. The Project will also include the purchase and installation of new equipment including a telephone system, signs and security equipment;

2. The Project will provide a public benefit by creating approximately 65 new jobs within twelve months and a total of approximately 100 within twenty-four months. These jobs will include management, front desk, valet, maid and maintenance positions. The Project will serve the additional benefit of increasing the property tax base;

3. The Sponsor has sufficient financial resources to place the Project in operation and to continue its operation, meeting the obligations of the financial arrangements. The Sponsor is an established businessman having a positive earnings record and has the capability of generating working capital in excess of that necessary to operate the Project and meet all financial obligations that may arise;

4. There are sufficient safeguards to assure that all money provided by the Department of Commerce will be expended solely for the purpose of the Project;

5. There are existing and projected needs for the Project. Both the Las Vegas Convention and Visitors Authority and the Downtown Casino Association have notified the Director of the need for additional hotel rooms in the downtown Las Vegas area;

6. The Project is to be located in downtown Las Vegas in an area surrounded by hotels and other commercial enterprises. The Project will therefore be compatible with existing facilities in the area adjacent to the location of the Project;

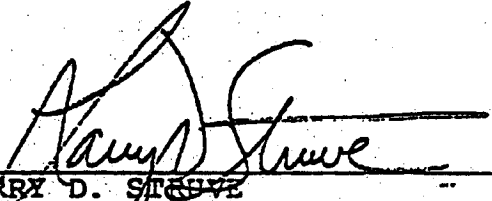
7. The purpose of the financing of the Project is not solely to provide tax-free financing to the Sponsor. The providing of financing by the Director will allow the Sponsor to expand the cost of the Project to include additional convenience and safety items beyond those required by state and local building codes;

8. The Project has or will receive all approvals by local, state and federal governments necessary to proceed with the purchase, construction and installation of buildings and equipment necessary for the Project;

9. There has been a request by the Sponsor to have the Director issue industrial development revenue bonds sufficient to finance the Project set out in Finding No. 1.

The Director of the State of Nevada Department of Commerce hereby requests that the State Board of Finance and the Las Vegas City Council approve the foregoing findings.

Dated: August 9, 1983


LARRY D. STUVE
Director of the State of Nevada
Department of Commerce

FOR DEPARTMENT USE ONLY

Project Number

County _____

SUMMARY OF PROPOSED PROJECT

- [illegible]

() Other (Explain)

- B. IF BUSINESS IS A CORPORATION, PLEASE LIST THE STATE OF INCORPORATION**

- C. CORRECT ADDRESS OR PROPOSED PROJECT**

206 North Third Street, Post Office Box 1060, Las Vegas, Nevada 89101

Contact Person Andrew Tompkins Telephone Number 702-384-4680

- D. BRIEF DESCRIPTION OF THE PROJECT AND THE NATURE OF THE BUSINESS TO BE CONDUCTED; (i.e., the company is engaged primarily in the manufacturing of electrical transformers for resale to the manufacturers of television sets; or, the company will own and lease office space to small manufacturing companies.)

Andrew Tompkins is the owner of the Lady Luck Casino in Las Vegas. The proceeds of the financing will be used to construct a 112-room hotel adjacent to the present casino.

E. Land Cost.....	_____
Building Cost (new construction).....	_____
Purchase of Existing Facility..... and Land.....	<u>3,500,000</u>
Building Cost (renovation of existing structure)(Exhibit A)	<u>2,810,417</u>
Machinery & Equipment Cost.....	<u>287,500</u>
Cost of Installation of Machinery & Equipment.....	_____
Architectural & Engineering Fees.....	<u>100,000</u>
Legal and Other Professional Fees.....	<u>72,000</u>
Contingency.....	_____
Other (please identify in a supplement) ..(Interest).....	<u>116,000</u>
TOTAL PROJECT COSTS.....	<u>7,185,917</u>

F. Proposed Financing	% of Project Costs	Terms		\$
		Years	Interest	
a. Industrial Revenue Bonds Issued by Department			--	3,400,000
b. Equity			-	1,000,000
c. Loans from other sources (identify with supplement)				2,785,917
d. Other				
e. Total Project Cost (Should agree with total of Item E)				7,185,917

G. WORKING CAPITAL

It is very important to us in completing our evaluation of this project that we be assured that sufficient working capital is available to meet the needs of the borrower after completion of the project. Please list below the sources of working capital available to you, including lines of credit. Please identify the source and amount of any lines of credit.

\$

See Exhibit B. Net worth statement of Andrew Tompkins.

\$

H. GUARANTEES

If repayment of the bonds is to be guaranteed by an entity other than the borrower, please list the correct name and address of the guarantor(s), and their relationship to the borrower.

N/A

I. PRIVATE PLACEMENT OF DEBT

Please identify any lenders that have expressed an interest in purchasing the bonds. Please include any letters of commitment, letters of interest, or letters of intent as a supplement to this application.

Valley Bank of Las Vegas
Richard Bissett
Phone: 702-386-1230

0147

J. PERSONAL GUARANTEES

Under certain conditions, it may be necessary for the owner(s) of the business, or other interested parties, to personally guarantee repayment of the bonds. If this condition applies, please complete the following section.

Name and Address of Guarantors	Net Worth Excluding Interest In Applicant Company
--------------------------------	--

Same as applicant.

K. MANAGEMENT

Please list those people that will be responsible for the management of the company. In the event the borrower publishes either an annual report which identifies the management, directors, etc., or a 10-K report, this section may be left blank. Please submit the annual report or 10-K report, if available.

Name	Position	Annual Compensation	Percent Ownership	Date Started with Company
Andrew Tompkins	President and sole stockholder. Only officer.	In excess . of \$500,000	100%	

L. PUBLIC BENEFIT

The information required by this section will help the Department determine if the proposed project meets the state statutory requirements for projects which are financed through the Department.

Describe any existing shortage of similar facilities or ~~services~~ in the state and the city or county.

A letter from the Downtown Progress Association and the Las Vegas Convention and Visitors Authority is attached to the application.

Describe the benefits the proposed project will provide to the state, city or county.

Increased property tax base.

Generate additional business traffic and greater sales tax revenue.

Enhance development in a very visible area of the city.

The extent to which the project is affected by any federal, state or local governmental action, activity, program or development.

N/A

Number of existing employees 485

Estimated number of new jobs that will be created after completion of the project:

within 12 months 65

within 24 months 100

Type and nature of jobs that will be created (by major categories only).

Hotel personnel: management, front desk, valet, maid, maintenance

Number of indirect jobs that you estimate will be created as a result of this project:

within 12 months N/A

within 24 months

M. SITE INFORMATION

Number of acres or sq. ft. _____

Access Roads ☒ Yes () No

Rail Siding () Yes () No

Utilities Available:

Water ☒ Yes () NoSewer ☒ Yes () NoElectricity ☒ Yes () NoNatural Gas ☒ Yes () No

Has the site received the required zoning classification?

☒ Yes () No

Describe existing facilities in the area adjacent to the project.
If a photograph or a map is available, please attach.

On the square block are two parking lots, the Lady Luck Casino, and the former Nevada Power buildings which are being renovated into the hotel facility.

Improvements: (i.e., parking, driveways, landscaping, etc.)

Parking, alleys, street improvement. Completed landscaping will be completed along with the hotel.

N. BUILDING INFORMATION (New Construction) N/A

Dimensions _____ Sq. Ft. _____

Type of Construction (metal, masonry, etc.) _____ masonry

Eave Height _____

O. BUILDING INFORMATION (Existing Structure)

Dimensions _____ Sq. Ft. _____ Eave Height _____

Type of Construction (metal, masonry, etc.) _____

Please document improvements to existing facility, including all renovations. Include cost estimates for each major area.
(Plumbing, electrical, etc.)

The hotel consists of two buildings. One has two stories with a 19-foot height. The four story building is 50 feet high. In both buildings, there is 40,500 square feet of livable space plus a basement of 6,200 square feet. A breakdown of the renovation cost is in Exhibit A.

- P. DESCRIPTION OF MACHINERY AND EQUIPMENT TO BE ACQUIRED WITH PROCEEDS OF THE BOND ISSUE. Please list all major equipment, or categories of equipment. Include the cost, and whether it is new or used. Please state whether or not an extraordinary amount of lead time is necessary between ordering and delivery.

Description	New or Used	Cost
-------------	-------------	------

The following new equipment is being purchased:

telephone system, signs, TV and security.

Total cost estimated at \$287,500.

O. HISTORY OF BUSINESS

Show date established, dates of major changes in business, current location of business, changes of location of business, employee and sales growth, dates that new product lines were established, etc. Please use supplements, if necessary. If annual reports or 10-K reports are submitted, this section may be left blank.

Andrew Tompkins purchased Honest John's in 1963 when the business was primarily a magazine and tobacco shop. In 1968 the name was changed to Lady Luck Casino which has grown to 33,000 square feet with 771 slot machines, 18 "21" games, 2 craps, 1 roulette, 1 Big Six game, a cash bar, and a restaurant.

Has the business received within the 12 months preceding the date of this application a rating within one of the top four rating categories of either Moody's Investor Service, Inc. or Standard and Poor's Corporation? If yes, what is the rating and the date received.

No.

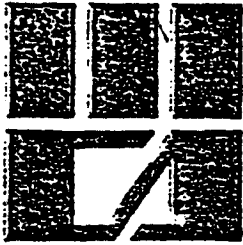
R. ECONOMIC FEASIBILITY AND MARKETING INFORMATION

Please state why you think the project is necessary and why you feel it will be successful. Document the increased need for your products. Has new business been refused due to a lack of space or equipment? How many shifts are presently in operation? Include your major customers and competitors. What marketing methods will be used in the distribution of your products? Please use supplements, if necessary.

The Lady Luck has been a successful casino operation; however, the ability to house your players will make the casino more successful and will help stabilize business.

Every successful downtown casino that has added hotel facilities has seen business improvement.

EXHIBIT "A"



Marnell Corrao Associates

LADY LUCK HOTEL ANNEX

Preliminary Construction Estimate
Revised 22 February 1983

A. General Construction

1. General Conditions	\$ 255,262
2. Demolition	217,788
3. Grading	4,000
4. Landscaping & Irrigation (Allowance)	25,000
5. Offsite Utilities (Allowance)	35,000
6. Excavation/Foundation/Stairwell	13,700
7. Masonry Decorative Walls	16,200
8. Concrete/Sawcut/Patch/Formwork	18,313
9. Reinforcing Steel	2,500
10. Stairs/Railings	37,000
11. Metal Decking/Miscellaneous Steel	15,600
12. Rough Carpentry/Backing	3,187
13. Finish Carpentry	37,437
14. Doors/Frames/Finish Hardware	76,600
15. Drywall/Metal Studs/Insulation/ Acoustic Ceilings/Painting/Lath & Plaster/Wallcovering Labor	411,837
16. Sandblasting	17,937
17. Roofing	21,000
18. General Sheetmetal Flashing	4,000
19. Glass & Glazing	88,600
20. Mirrors/Baths/Dressing	19,552
21. Ceramic Tile Flooring	13,160
22. Bath Vanities	31,661
23. Bath Accessories	18,330
24. Walkway Canopy (Allowance)	27,000
25. Fire Extinguishers	3,000
26. Wardrobe Shelf & Pole	9,876
27. Linen Chute, Four-Story	2,500
28. Elevator Retrofit & Recall	7,500
29. Heating/Ventilation/Air Conditioning	130,000
30. Plumbing	299,873
31. Fire Sprinklers	45,000
32. Electrical	326,191

LADY LUCK HOTEL ANNEX
Preliminary Construction Estimate
Revised 22 February 1983

Page 2

33. Hotel Reservations Desk/Ext Wall (Allow)	43,433	
34. Sewer Permit	30,240	
35. Building Permits	<u>6,500</u>	
Subtotal	2,314,777	
Contractor's Fee @ 8%	<u>185,182</u>	
Total General Construction		\$2,499,959
 B. <u>Furnishings, Fixtures & Equipment</u>		
1. Carpet, Guest Room Furnishings, Corridor Wallcovering - subject to list of exclusions.		
Subtotal	287,461	
Contractor's Fee @ 8%	<u>22,997</u>	
Total FF&E		310,458
 C. <u>Architectural & Engineering Fees</u>		
		<u>100,000</u>
GRAND TOTAL		<u>\$2,910,417</u>

FAW/jam

1/20

ANDREW TOMPKINS

Statement of Assets and Liabilities
June 30, 1981

PANNELL 0155
KERR
FORSTER

Certified Public Accountants

1850 East Flamingo Road
Suite 140
Las Vegas, NV 89109
Telephone (702) 369-8121
Cable PANKERR LAS VEGAS

Mr. Andrew Tompkins
Las Vegas, NV

The accompanying statement of assets and liabilities of Mr. Andrew Tompkins, on the cost basis as of June 30, 1981, has been compiled by us.

A compilation is limited to presenting in the form of financial statements information that is the representation of Mr. Tompkins. We have not audited or reviewed the accompanying statement of assets and liabilities and, accordingly, do not express an opinion or any other form of assurance on it.

We have determined that the additional information set forth in the accompanying statement on the estimated value basis is presented on the basis described in the notes to statement of assets and liabilities. However, we do not express an opinion or any other form of assurance on the amounts shown as estimated values.

Pannell Kerr Forster

April 27, 1982

ANDREW TOMPKINS
Statement of Assets and Liabilities
June 30, 1981

0156

	<u>Cost Basis</u>	<u>Estimated Value Basis</u>
Assets		
Cash	\$ 23,310	\$ 23,310
Marketable securities (Note 1)	2,078,406	2,135,031
Accounts receivable (Note 2)	579,553	579,553
Notes receivable (Note 3)	155,000	146,025
Prepaid expenses	19,327	19,327
Investment in and advance to Gemini, Inc. (Note 4)	1,796,100	7,700,000
Investments in limited partner- ships (Note 5)	858	858
Investments, real estate (Note 6)	272,256	869,000
Property and equipment, at cost, net of accumulated depreciation (Note 7)	5,458,261	9,700,000
Personal residence (Note 8)	657,162	1,315,600
Vested interest in Gemini, Inc. Profit Sharing Plan	-	431,700
Other assets (Note 9)	106,674	106,674
Long-term leases (Note 11)	-	1,094,165
Total assets	<u>\$ 11,146,907</u>	<u>\$ 24,121,243</u>
Liabilities		
Notes payable (Note 10)	\$ 6,789,953	\$ 5,554,736
Other liabilities	28,108	28,108
Deferred income tax (Note 12)	1,163,000	6,725,000
Total liabilities	<u>\$ 7,981,061</u>	<u>\$ 12,307,844</u>
Excess of assets over liabilities	<u>\$ 3,165,846</u>	<u>\$ 11,813,399</u>

See notes to statement of assets and liabilities

ANDREW TOMPKINS
Notes to Statement of Assets and Liabilities
June 30, 1981

0157

Note 1 - Marketable securities

Marketable securities are stated at cost with the estimated value based on the quoted bid or closing price at June 30, 1981.

<u>Shares</u>	<u>Securities</u>	<u>Cost</u>	<u>Estimated Value Basis</u>
2645	MGM Grand Hotels, Inc.	\$ 8,916	\$ 33,400
2724	MGM Film Co.	5,959	28,600
1105	First Western Financial Corporation	2,000	6,100
1000	Life Investors Inc. of Iowa	18,000	23,400
	Wells Fargo Bank, Bank Acceptance Time Certificate of Deposit - First Western Savings	927,569	927,569
		<u>1,115,962</u>	<u>1,115,962</u>
		<u>\$2,078,406</u>	<u>\$2,135,031</u>

Note 2 - Accounts receivable

Refund of federal income tax receivable	\$ 541,392
Other	38,161
	<u>\$ 579,553</u>

Note 3 - Notes receivable

10% note receivable dated January 31, 1979,
interest payable semi-annually each November
30 and May 31. Principal due annually on
May 31 in installments of \$150,000.

Note collateralized by improved

real estate	\$ 150,000	\$ 141,025
Other	<u>5,000</u>	<u>5,000</u>
	<u>\$ 155,000</u>	<u>\$ 146,025</u>

The estimated value of note receivable represents the present value of the note discounted to yield 17% per annum on the unpaid principal.

ANDREW TOMPKINS
Notes to Statement of Assets and Liabilities (Continued)
June 30, 1981

0158

Note 4 - Investment in and advances to Gemini, Inc.

The investment in Gemini, Inc., a Nevada Corporation wholly-owned by Mr. Andrew Tompkins, is accounted for on the equity method. The investment is carried at cost plus advances and undistributed earnings or losses since inception, as follows:

Common stock, at cost	\$ 60,000
Accumulated deficit	<u>(3,591,500)</u>
	<u>(3,531,500)</u>
Advances from officer as follows:	
Demand notes receivable bearing interest rates of 14% - 18% per annum	3,788,700
Salary receivable	530,130
Rent receivable	639,200
Interest receivable	369,570
	<u>\$5,327,600</u>
Equity in net assets	<u>\$1,796,100</u>

Financial position of Gemini, Inc. as of June 30, 1981 is as follows:

Current assets	\$2,279,800
Current liabilities	<u>724,700</u>
Working capital	1,555,100
Property and equipment	<u>1,597,800</u>
	3,152,900
Long-term debt	<u>1,356,800</u>
	1,796,100
Due to officer-stockholder	<u>5,327,600</u>
Stockholder's deficiency	<u>\$(3,531,500)</u>

The estimated value basis was calculated in connection with an MAI appraisal covering Block 32 of Clark's Las Vegas Township. The appraisal included all real property and the gaming operation being conducted as Lady Luck Casino. Value attributable to the business has been determined by reducing the total appraised value, \$19,900,000, by the estimated value of the real estate and the cost of the proposed construction converting existing office buildings into a 100 room motel, of \$12,200,000.

Note 5 - Investment in limited partnerships

Investments in limited partnerships are accounted for on the equity method. Under this method the investment is recorded at cost and adjusted for the proportionate equity in earnings or losses. When the investment is reduced to zero, the equity method is no longer applied and no provision is made to reflect additional losses, since the limited partner (Mr. Andrew Tompkins) is not committed to provide further financial support to the partnerships.

ANDREW TOMPKINS

Notes to Statement of Assets and Liabilities (Continued)
June 30, 1981

Note 5 - Investment in limited partnerships (continued)

Ultimate disposition of the limited partnership interests, either through sales or some other means, will require the recognition of income in an amount equal to the excess of losses over the cash investments. Deferred federal income tax has been estimated at \$1,163,000 based on the effective tax rates estimated to be effective when the investments are disposed of in the future.

Total investments in numerous limited partnerships as of June 30, 1981 is as follows:

	<u>Cash Investment</u>	<u>Losses Since Acquisition</u>	<u>Excess Loss Deductions</u>	<u>Carrying Amount</u>
Limited partner- ships	\$ 558,909	\$ 2,885,817	\$2,326,908	\$ 858

Note 6 - Investments, real estate

Investments, real estate consists entirely of unimproved real estate located in Clark County, Nevada. Most of the property is pledged under deeds of trust collateralizing promissory notes to the Sellers. (See Note 10).

Estimated value has been based on information received from a knowledgeable real estate broker familiar with the investment property and market conditions as of June 30, 1981.

Note 7 - Property and equipment

Property and equipment is stated at cost and consists of the following:

Land	\$ 465,006
Buildings	5,570,828
Furniture and equipment	639,171
	<u>\$ 6,675,005</u>
Less accumulated depreciation	1,216,744
	<u>\$ 5,458,261</u>

Depreciation has been provided for principally on the accelerated method over the following estimated useful lives:

	<u>Years</u>
Buildings	10 - 40
Furniture and equipment	7

Estimated value basis represents that portion of the MAI appraisal estimated to be attributable to the real property. (See Note 4).

Property and equipment is currently being leased by Gemini, Inc. Annual lease payments are \$2,046,600.

ANDREW TOMPKINS

0160

Notes to Statement of Assets and Liabilities (Continued)
June 30, 1981

Note 8 - Personal residence

Personal residence is carried at cost. Estimated value basis represents the cost adjusted for the increase in the Consumer Price Index from date of purchase to June 30, 1981 and the use of asking price for similar property located in the same residential area.

Note 9 - Other assets

Deposit on future acquisition of improved
real estate
Other

\$	96,589 (a)
	<u>10,085</u>
\$	<u>106,674</u>

(a) During 1980, Mr. Andrew Tompkins entered into an "Agreement Sale of Real Estate" to purchase certain improved real estate in downtown Las Vegas, Nevada. In conjunction with the agreement, Mr. Tompkins deposited face value \$100,000 as security for his performance of the terms of the agreement. The purchase price of \$3,500,000 is payable in cash on closing.

The date of closing shall be selected by the Seller, which shall not be earlier than July 1, 1982, and no later than May 31, 1985.

The real estate covered by the the agreement is the subject of proposed construction converting it to a 100 room motel.

Note 10 - Notes payable

	<u>Cost Basis</u>	<u>Estimated Value Basis</u>
10% capitalized lease obligation, dated December 4, 1978, payable in monthly installments of \$7,030 including interest. Collateralized by personal property.	\$ 489,525	\$ 409,055
12% note, dated May 24, 1978, in the original amount of \$5,000,000, payable \$60,009 monthly including interest. Collateralized by deed of trust on real property leased to Gemini, Inc.	4,785,961	4,147,144
6% note, dated December 27, 1973, in an original amount of \$650,000, payable \$50,000 during the first year, thereafter, interest only payable monthly.	520,000	208,000

ANDREW TOMPKINS

0161

Notes to Statement of Assets and Liabilities (Continued)
June 30, 1981

Note 10 - Notes payable (continued)

8½% note, dated March 17, 1976, in the original amount of \$231,000, payable \$3,400 monthly including interest. Collateralized by deed of trust on personal residence.	52,865	50,410
9% note, dated August 11, 1976, in the original amount of \$119,900, payable \$1,400 monthly including interest. Collateralized by deed of trust on personal residence.	86,570	72,256
7½% note, dated June 15, 1976, in the original amount of \$55,000, payable \$600 monthly including interest. Unpaid balance due June 1, 1986.	53,783	41,831
9% note, dated September 28, 1977, in the original amount of \$77,100, payable \$620 monthly including interest. Collateralized by deed of trust on California real property.	74,794	48,605
12% note, in the original amount of \$37,500, payable in annual installments of \$6,250 plus interest on March 31. Collateralized by deed of trust on unimproved real property.	36,777	30,000
Non-interest bearing non-recourse note payable incurred in connection with the acquisition of a limited partnership interest in 1976.	126,000	-
Demand note, dated September 16, 1980, in the original amount of \$500,000, calling for interest at 2% above the current rate on short term commercial paper.	500,000	500,000
Other notes, with interest rates from 8% to 12%, payable in annual installments ranging from \$1,031 to \$7,500, excluding interest. Collateralized by deeds of trust on real property	63,678	47,435
	<u>\$6,789,953</u>	<u>\$5,554,736</u>

The estimated value basis has been determined by discounting the notes payable to yield 15% interest rather than the stated interest called for under the terms of the debt instrument.

ANDREW TOMPKINS

Notes to Statement of Assets and Liabilities (Continued)
June 30, 1981

0162

Note 11 - Long-term leases

During prior years, Mr. Andrew Tompkins has acquired the use of certain real property located in downtown Las Vegas, Nevada through negotiating 99 year leases.

Terms of the lease agreements are as follows:

<u>Area leased</u>	<u>Date of Lease</u>	<u>Termination Of Lease</u>	<u>Present lease Payments</u>
a) 21,420 sq ft	August 1, 1960	July 31, 2059	\$62,000 per annum (1)
b) 14,000 sq ft	August 22, 1972	December 31, 2072	\$52,750 per annum (1)

(1) after adjustment for Consumer Price Index

Terms of the above leases are unusually low based upon the estimated present value of the real property being leased.

The estimated value basis of these favorable leases has been calculated by using the estimated present value of the real property subject to the leases, the present lease payments called for by the lease agreement and imputed estimated yield of 10% per annum. The excess of the estimated value of the real property over the present value of the lease payments is as follows:

<u>Lease</u>	<u>Estimated real estate value</u>	<u>Present value lease payment</u>	<u>Estimated value basis</u>
a)	\$1,350,000	\$ 624,100	\$ 725,900
b)	900,000	531,735	368,265
	<u>\$2,250,000</u>	<u>\$1,155,835</u>	<u>\$1,094,165</u>

Note 12 - Deferred income tax

Deferred income tax consists of the following:

Estimated tax attributable to limited partnership losses deducted in excess of cash investments (See Note 5)

\$1,163,000

Estimated tax attributable to unrealized asset appreciation. Unrealized appreciation in asset values would, if realized, require payment of taxes at various rates. Accrual has been based upon the estimated effective rate projected to be applicable in the future.

5,562,500
\$6,725,000

ANDREW TOMPKINS
Notes to Statement of Assets and Liabilities (Continued)
June 30, 1981

0163

Note 13 - Commitments

Mr. Andrew Tompkins is committed under certain lease and other agreements as follows:

Various lease and month to month agreements covering real estate located in downtown Las Vegas, Nevada. Minimum annual lease payments for the next five years is as follows:

1982	\$139,000
1983	133,000
1984	102,000
1985	75,000
1986	75,000

Agreement Sales of Real Estate for the purchase of certain improved real estate located in downtown Las Vegas, Nevada. Purchase price will be \$3,500,000. (See Note 9.)

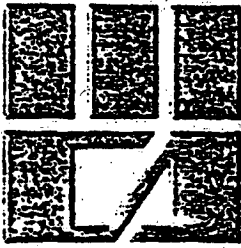


EXHIBIT "C"

Marnell Corrao Associates

26 April 1983

Mr. Andrew Tompkins
LADY LUCK CASINO
206 North Third Street
Las Vegas, Nevada 89101

Reference: LADY LUCK-HOTEL ADDITION
Our Project #710

Dear Mr. Tompkins:

Below please find a list we have compiled of the items being incorporated into both hotel buildings that either exceed Code requirements or are not required by any ordinance or code. For the sake of clarity, we have divided them into two categories; one for life safety and one for security/maintenance conservation.

A. Life Safety Added Precautions Not Required by Codes:

1. Automatic fire sprinkler system with complete coverage of guest rooms, baths and corridors.
2. Operable windows on fourth floor guest rooms (Code requires occupant exit through windows on all floors below and including third level).
3. Emergency generator for emergency lighting and exit devices (Code allows use of battery-operated emergency lighting).
4. Code requires Class II wallcovering in corridors and Class III wallcovering in guest rooms; all wallcovering will be Class I flame development which exceeds codes.

B. Security/Maintenance Conservation:

1. Surveillance system in corridors.
2. Alarmed exit doors to public streets.
3. Security fence surrounding Hotel with only exit through casino unless emergency situation exists.

Mr. Andrew Tompkins
LADY LUCK CASINO
26 April 1983

Page 2

4. Luggage compound for guest baggage security.
 5. New sewer lateral in alleyway was installed due to questionable condition of existing line; this will avoid future deterioration problems.
 6. New twenty-year bondable Class A roofs constructed on both Hotel buildings.
 7. Reflective bronze glass installed in all windows to provide energy conservation and daylight privacy.
 8. Laminate plastic doors on all guest room entry doors to eliminate baggage scuffing and scratching of doors.
 9. Quick change cylinders in guest room entry locksets to aid in fast re-keying.
 10. The elevator service is being completely serviced and inspected by Houghton Elevator Company to insure existing equipment is functioning properly.
 11. The requirement for party wall sound insulation is a minimum rating of STC49; the sound transmission coefficient for this project is rated at STC55.
 12. The corridors are heated and cooled via a roof-mounted package air-conditioning unit and are ducted through the building to the corridor levels as is the return air system. Fire dampers are installed in the ductwork as required.
- C. The following items are incorporated into the building design and construction and are required by codes and local ordinances for public safety. However, these are costly items and should be mentioned for your information.
1. Elevator recall system which automatically returns elevator car to ground floor in case of loss of power or in emergency situations.
 2. Elevator capture and fireman's control system which enables firemen to capture and control the elevator car in the event there is a fire condition.
 3. All corridor walls are constructed with a one-hour fire resistive rating from the floor to the floor above.

Mr. Andrew Tompkins
LADY LUCK CASINO
26 April 1983

Page 3

4. All interior stairwells connecting to two or more floors are constructed with a two-hour fire resistive rating and utilize U.L. rated hollow metal doors and frames at all corridor levels.
5. All guest room entry doors have self-closing hinges to keep door automatically closed and are sealed to prevent smoke penetration.
6. The four-story building has an automatic central fire alarm system with manual pull stations in the corridors and alarm horns in corridors and guest rooms.
7. New stairway is being constructed on the exterior of the four-story building to provide the required exiting from the building yet not lose any interior floor space for stairs. Stairway will be enclosed on the landing side and open air in the center to eliminate the requirement for one smoke-free stairway in the structure.
8. Two guest rooms are being utilized to meet the handicap requirements in the four-story building and are equipped with larger bathrooms, safety grab bars in the showers and-around water closets. Wheelchair access is provided by ramping from casino floor to the walkway and by elevators in the building.
9. Smoke detectors are installed in all guest rooms and are wired into the central alarm system on the four-story building. The smoke detectors in the guest rooms on the two-story are not wired into central alarm and sound audibly only in the area affected.
10. The elevator hoistway and the elevator equipment room in the basement have been converted to a two-hour fire resistive construction separation to meet the Code requirements.

All in all, the conversion of the office buildings into Hotel guest rooms does substantially change the type of construction and occupancy of the buildings. The Code restrictions and regulations which govern construction methods for hotel occupancy far exceed the requirements for office occupancy, and upon completion of this project, you can be assured that all applicable codes and regulations have been met or exceeded.

The addition of automatic fire sprinkler systems is the best protection afforded on this project for sake of owner's peace of mind, Hotel guests' peace of mind, liability reduction and insurance premium reductions.

0167

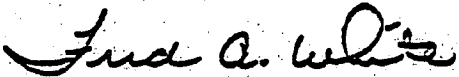
Mr. Andrew Tompkins
LADY LUCK CASINO
26 April 1983

Page 4

Please do not hesitate to contact us if additional information is required.

Sincerely,

MARNELL CORRAO ASSOCIATES



Fred A. White

FAW/jam

cc: Tony Marnell
Glen Kaiser
Jon Sparer
Jobsite
File
Alain Uboldi

ORIGINAL

0168

DOWNTOWN CASINO ASSOCIATION
LAS VEGAS, NEVADA

RESOLUTION

WHEREAS, the Downtown Casino Association has reviewed ~~plans~~ for hotel improvements proposed by Andrew Tompkins for the property adjacent to his Lady Luck Casino; and

WHEREAS, this proposed development will be of immeasurable economic benefit to our community and to the State of Nevada through the provision of new payrolls, expanded economic stability of Downtown Las Vegas, and the need for additional hotel facilities for the maximum utilization of the new Cashman Field Convention/Sports Complex; and

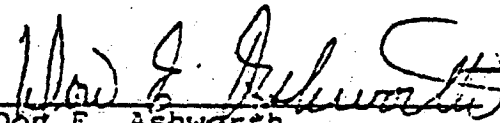
WHEREAS, there is unquestionable need for additional hotel rooms in Downtown Las Vegas, as shown in occupancy rate studies which reveal occupancy rates not only already well above national averages, but actual shortages of first-class accommodations during peak season periods; and

WHEREAS, the developer of this proposed hotel addition now has pending before the State of Nevada Department of Commerce an application for the issuance of State Industrial Bonds to finance this major improvement in Downtown Las Vegas; and

WHEREAS, the Downtown Casino Association, upon review and study of this proposal, renders unqualified endorsement and support and views this planned development as urgent and vital to the maintenance of Las Vegas as the world's foremost tourist community;

NOW, THEREFORE, THE DOWNTOWN CASINO ASSOCIATION DOES HEREBY RESOLVE to respectfully urge the State of Nevada Department of Commerce to consider this matter in the most expeditious manner possible, and further, to help assure the promotion, growth, prosperity and economic future of Las Vegas and the State of Nevada through positive response.

ADOPTED THIS SIXTEENTH DAY OF MAY, 1983.


Don E. Ashworth
Chairman

0169

LAS VEGAS

The Resort Bargain Of The World

May 2, 1983

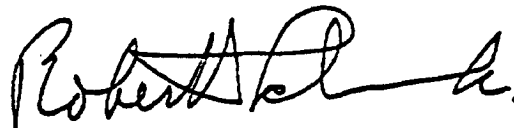
Mr. Robert Ehlers, Jr.
Assistant Vice President
DAIN BOSWORTH INCORPORATED
950 Seventeenth Street
Denver, Colorado 80202

Dear Mr. Ehlers:

In order to book convention and tradeshow events at the Cashman Field Center, the Las Vegas Convention & Visitors Authority would require a two thousand (2,000) room commitment from the various hotels. At this time, we have been unable to secure this commitment in the Downtown Las Vegas area.

We would, therefore, highly recommend that additional hotel rooms be constructed in Downtown Las Vegas.

Best regards,



Robert A. Schmuck
Director of Sales

RAS:jj

cc: Mr. Bruce Collmer
Mr. Larry Struve
Mr. Andrew Tompkins
Mr. Robert Fever



Lady Luck

CASINO

TM

208 N. 3rd St. • P.O. BOX 1060 • LAS VEGAS, NEVADA, U.S.A. 89101

March 1, 1983

Mr. Chas Horsey
 Assistant Director
 State of Nevada
 Department of Commerce
 Capitol Complex
 Carson City, NV 89710

Dear Mr. Horsey:

I have recently purchased the former office buildings of Nevada Power Company in Las Vegas. The buildings, located on the same square block as the Lady Luck Casino, will be rehabilitated into a hotel facility with an estimated 112 rooms. The total cost, not including the land and building acquisition, is \$3,400,000. While we have begun construction, we wish to finance the remaining costs with an economic development bond issued through the State of Nevada. The costs of demolition and construction (based on an estimate by Marnell Corrao Associates) are approximately as follows:

General construction	\$2,314,777
Furnishings, fixtures, and equipment	287,461
Contractors/design	308,179
Contingency	288,583
Sub-total	<u>\$3,199,000</u>

Plus:

Interest during construction	\$116,000	
Legal and fiscal fees	60,000	
Miscellaneous	<u>25,000</u>	
		<u>201,000</u>

Total amount requested	<u>\$3,400,000</u>
------------------------	--------------------

We have proceeded with the demolition of the building and will soon begin construction. We anticipate financing that portion of work done after we receive the inducement from the Department of Commerce. Receiving the inducement from the State at the earliest possible date will qualify more project costs for the industrial development bond financing.

ANDREW TOMPKINS BIOGRAPHY

Andrew Tompkins was born March 2, 1932. He grew up in New York City where he attended Bently High School and then college at the University of Georgia, graduating with a B.A. in Psychology in 1954.

During vacations he worked for his father at Tompkins Exterminating and after graduation from college was employed by the Tisch Hotel, Inc. as personnel director (1954-1955).

Leaving New York, he came to Nevada where he worked for the Riviera Hotel in 1955 and then for the Nevada Club as General Manager and Licensee from 1955 until 1963 when he purchased "Honest John's." From 1963 until July, 1968, the business operated under the name of Honest John's. Honest John's was a magazine stand with tobacco and a couple of pinball machines.

In July, 1968, the name changed to Lady Luck Casino and has grown into the present business: a casino which encompasses 33,000 square feet of public area with 771 slot machines, 18 21 games, 2 craps, 1 roulette, 1 big six game, a cash bar, a snack bar, a restaurant, and 475 full-time employees.

0172

NARRATIVE SUMMARY
GEMINI, INC.

Gemini, Inc. is a Nevada Corporation, formed in 1968, that operates the gaming business known as the Lady Luck Casino. Mr. Andrew Tompkins is the borrower in this loan application and will continue to operate the expanded facilities. Mr. Tompkins is the sole stockholder of the Corporation and the Chief Executive Officer.

The present corporate operation is an outgrowth of the newsstand, smoke shop, and beer tavern operating under the name of "Honest John's." The combined floor space was approximately 2500 square feet and was located in a one-story "L" shaped shopping center at the southeast corner of Third and Ogden in downtown Las Vegas. Mr. Tompkins acquired the three stores in early 1963. At that time, each business was allowed to operate 12 slot machines. When Gemini, Inc. was formed in 1968, the gaming license under the name of Lady Luck Casino was transferred to the Corporation. Capitalization was \$25,000. Mr. Tompkins has been the sole stockholder at all times.

During the years following incorporation, the Corporation has continued to expand and prosper. Facility expansion culminated with the recent completion of a snack bar, children's arcade, a cash bar, and a restaurant.

The present objective of Andrew Tompkins is to convert the two former Nevada Power Company buildings to 112 hotel rooms. The land and buildings were purchased from Nevada Power in September, 1982. The Corporation does not intend to lease hotel space for the purpose of providing shopping or arcade facilities to hotel guests.

Upon completion of the construction project, the management of the Corporation will consist of Andrew Tompkins as Chairman of the Board, President and Chief Executive Officer. Mr. Tompkins will be the only officer of the Corporation. Mr. Alain Uboldi will be General Manager. Each operating department will be headed by qualified and capable personnel.

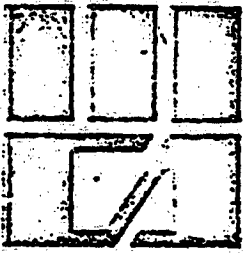
If the Corporation does not presently employ the necessary talent, outside personnel will be recruited. Final management decisions will rest with Mr. Andrew Tompkins.

SUMMARY OF CONSTRUCTION

1. Cost: See attachment
2. Type of Construction: Conversion of existing two-story and four-story buildings to 112 hotel rooms (steel and concrete) as well as upgrading facilities to current state, county and city building and fire safety codes.
3. Land: Land acquired from Nevada Power Company in September, 1982.
4. Time Frame: Total turn-key operation to be completed by July 4, 1983.

SUMMARY OF ADDITIONAL EMPLOYMENT

1. Construction: Per general contractor, conversion project will supply 30 to 50 construction jobs.
2. Hotel: Management estimates that new hotel facilities will create a minimum of 25 and maximum of 30 new jobs and anticipated 10 additional gaming positions.



Marnell Corrao Associates

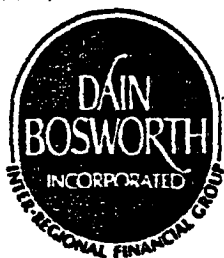
LADY LUCK HOTEL ANNEX

Preliminary Construction Estimate
Revised 22 February 1983

A. General Construction

1. General Conditions	\$ 255,262
2. Demolition	217,788
3. Grading	4,000
4. Landscaping & Irrigation (Allowance)	25,000
5. Offsite Utilities (Allowance)	35,000
6. Excavation/Foundation/Stairwell	13,700
7. Masonry Decorative Walls	16,200
8. Concrete/Sawcut/Patch/Formwork	18,313
9. Reinforcing Steel	2,500
10. Stairs/Railings	37,000
11. Metal Decking/Miscellaneous Steel	15,600
12. Rough Carpentry/Backing	3,187
13. Finish Carpentry	37,437
14. Doors/Frames/Finish Hardware	76,600
15. Drywall/Metal Studs/Insulation/ Acoustic Ceilings/Painting/Lath & Plaster/Wallcovering Labor	411,837
16. Sandblasting	17,937
17. Roofing	21,000
18. General Sheetmetal Flashing	4,000
19. Glass & Glazing	88,600
20. Mirrors/Baths/Dressing	19,552
21. Ceramic Tile Flooring	13,160
22. Bath Vanities	31,661
23. Bath Accessories	18,330
24. Walkway Canopy (Allowance)	27,000
25. Fire Extinguishers	3,000
26. Wardrobe Shelf & Pole	9,876
27. Linen Chute, Four-Story	2,500
28. Elevator Retrofit & Recall	7,500
29. Heating/Ventilation/Air Conditioning	130,000
30. Plumbing	299,873
31. Fire Sprinklers	45,000
32. Electrical	326,191

0175



March 1, 1983

Mr. Chas Horsey
Assistant Director
State of Nevada
Department of Commerce
Capitol Complex
Carson City, NV 89710

Dear Mr. Horsey:

We have reviewed the financial data for Andrew Tompkins and Gemini, Inc. for the last five years and feel very comfortable with the financial feasibility of the proposal. At this time, the planned cost of the construction is estimated at \$3,400,000; however, the actual amount financed should be somewhat less because some work has been done prior to having the State's inducement.

We anticipate placing this issue privately with lending institutions presently used by Mr. Tompkins. The proposed terms and conditions are on the following page. We have also included information on Dain Bosworth to demonstrate our ability to design and place this industrial development bond.

Respectfully,

DAIN BOSWORTH INCORPORATED


Robert Ehlers, Jr.
Assistant Vice President
Originations Department

sfc

MR. ANDREW TOMPKINS
LADY LUCK CASINO

INDUSTRIAL DEVELOPMENT BOND
\$3,400,000

Hotel Construction

PROPOSED TERMS AND CONDITIONS

Issue Date: May 1, 1983
First Interest: January 1, 1984 (Semi-annually thereafter)
First Principal: January 1, 1985 (Annually thereafter)

Estimated Maturity Schedule - January 1 Maturities

1985	\$ 96,000	1993	\$100,000
1986	105,000	1994	250,000
1987	120,000	1995	285,000
1988	135,000	1996	315,000
1989	150,000	1997	350,000
1990	170,000	1998	385,000
1991	185,000	1999	425,000
1992	200,000		

The bonds will be structured as either a serial issue or a term with a mandatory sinking fund. It is also possible the issue will be set up with equal monthly payments over the life of the financing.

Rates: Fixed rates will be determined at the time of the offering.

Variable rate will be based on a percentage of prime or six-month Treasuries, with rates being adjusted semi-annually.

Security: At this time, the bonds would be privately placed and secured by a guarantee from Mr. Tompkins and the lease payments from Gemini, Inc.

GEMINI, INC.

Income - Net of Related Party Transactions

	Years Ended June 30,	
	1982	1981
Revenues		
Gaming	\$10,885,100	\$11,041,300
Sales	1,878,500	1,860,200
Other	250,900	90,200
	<u>13,014,500</u>	<u>12,991,700</u>
Costs and expenses		
Cost of sales	1,114,100	1,031,700
General and administrative	12,614,400	12,486,400
Depreciation and amortization	275,800	262,900
Interest	1,146,600	735,200
Other	-	28,400
	<u>15,150,900</u>	<u>14,544,600</u>
Net (loss)	<u>(2,136,400)</u>	<u>(1,552,900)</u>
Amounts paid or accrued to sole stockholder		
Rent	2,046,600	2,046,600
Salary	845,400	751,200
Interest	887,700	471,500
	<u>3,779,700</u>	<u>3,269,300</u>
Amounts paid by sole stockholder on behalf of Gemini, Inc.		
Note payable	720,100	720,100
Rent	361,500	354,900
	<u>1,081,600</u>	<u>1,075,000</u>
Net income	<u>\$ 561,700</u>	<u>\$ 641,400</u>

GEMINI, INC.

Statement of (Loss) and Accumulated Deficit
Year Ended June 30, 1980

Revenues

Gaming
Sales
Other

\$ 10,842,500
~~2,092,400~~
50,300
12,985,200

Cost and expenses

Cost of sales
General and administrative
Depreciation and amortization
Interest
Other

\$ 1,074,400
12,513,200
389,700
408,400
39,700

14,425,400

Net (loss)

(1,440,200)

Accumulated deficit, July 1, 1979

(823,300)

Accumulated deficit, June 30, 1980

\$ (2,263,500)

See notes to financial statements

Statement of Income and Retained Earnings
Year ended June 30, 1978

Revenues		
Gaming		\$ 9,603,400
Sales		2,659,500
Other		<u>51,100</u>
		12,314,000
Costs and expenses		
Cost of sales	\$ 1,408,300	
General and administrative	10,078,300	
Depreciation and amortization	77,200	
Interest	68,100	
Profit sharing plan contribution (note 3)	25,000	
Loss on abandonment of assets	<u>50,600</u>	<u>11,707,500</u>
Net income		606,500
Retained earnings, July 1, 1977		802,000
Dividends		<u>(1,148,800)</u>
Retained earnings, June 30, 1978		<u>\$ 259,700</u>

See notes to financial statements

City of Las Vegas

AGENDA DOCUMENTATION

0180
Date: August 26, 1983TO:
The City CouncilFROM: *Robert S. Sylvain*
ROBERT S. SYLVAIN,
DEPUTY CITY ATTORNEYSUBJECT: Proposed Lease Between the City of Las Vegas and S.P.D. Office
Equipment CompanyPURPOSE/BACKGROUND

In a prior Council meeting, the City Council authorized the preparation of a lease between the City of Las Vegas and S.P.D. Office Equipment Company. Said document would lease the City's property located adjacent to the business office of S.P.D. to be used for customer parking. Attached hereto is a copy of the proposed lease to be executed between the parties.

FISCAL IMPACTRECOMMENDATIONS

It is recommended that the City Council authorize the Mayor to execute the original of the attached lease between the City of Las Vegas and S.P.D. Office Equipment Company.

Agenda Item

V-F.

LEASE

THIS LEASE, made and entered into this 7th day of September, 1983, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "LESSOR"), and S.P.D. OFFICE EQUIPMENT COMPANY, a Nevada corporation (hereinafter referred to as the "LESSEE");

W I T N E S S E T H:

WHEREAS, the LESSOR is the owner of certain real property situate in the City of Las Vegas, County of Clark, State of Nevada, more particularly described as follows:

A certain tract or parcel of land lying and being situate in the City of Las Vegas, County of Clark, State of Nevada, and being a portion of Lot 32, Block 10 of that certain subdivision known as SOUTH ADDITION TO THE CITY OF LAS VEGAS as per map thereof on file in Book 1 of Plats, at Page 51 in the Office of the County Recorder of Clark County, Nevada, and being more particularly described as follows:

COMMENCING at the most Northerly corner of Lot 32, Block 10 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS; thence South 62°06'33" East along the Northeasterly line of said Lot 32, a distance of 62.05 feet; thence South 56°05'43" West a distance of 5.89 feet to the beginning point of a tangent curve to the left, concave Southeasterly, having a radius of 190.00 feet; thence Southwesterly along said tangent curve, through a central angle of 18°45'10", an arc distance of 62.19 feet to the beginning point of a reverse curve to the right, concave Northerly, having a radius of 15.50 feet; thence Westerly along said reverse curve, through a central angle of 53°14'49", an arc distance of 14.40 feet; thence tangent to said curve North 89°24'38" West a distance of 35.01 feet to a point in the Northwesterly line of said Lot 32, Block 10; thence North 27°53'37" East along said Northwesterly line a distance of 91.07 feet to the POINT OF COMMENCEMENT. Containing an area of 3762.03 sq. feet, (0.0864 acres) more or less.

and

WHEREAS, the LESSOR desires to lease said described real property, and the LESSEE desires to hire the same for the monthly rental and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the

1 aforegoing premises and of the mutual covenants and agreements
2 hereinafter contained, the LESSOR does hereby lease unto the
3 LESSEE, for the sole purpose of providing off-street parking for
4 the LESSEE's customers, the foregoing described real property
5 subject to the following covenants, terms and conditions:

6 1. RENT: LESSEE agrees to pay to the LESSOR as
7 rent for use of the above described premises SEVENTY-FIVE and
8 No/100 DOLLARS (\$75.00), per month.

9 2. PAYMENT OF RENT: The rental amount agreed to
10 herein shall be due on the fifteenth (15th) day of each month,
11 in advance, commencing on the fifteenth (15th) day of September,
12 1983 and continuing on the fifteenth (15th) day of each and every
13 month thereafter during the term of this Lease.

14 3. TERM OF LEASE: This lease shall commence as of
15 the fifteenth day (15th) day of September, 1983 and shall continue
16 in force and effect until notice of termination is exercised by
17 one of the parties hereto as provided under Paragraph 6.

18 4. UTILITIES: LESSEE agrees to pay all utilities
19 on said premises during the term of this Lease.

20 5. MAINTENANCE AND SUPERVISION: The premises leased
21 herein shall be cleaned and maintained in a manner acceptable
22 to the LESSOR at the sole expense of the LESSEE. At all times
23 during the existence of this Lease, the LESSEE shall provide
24 adequate policing and supervision of the parking of motor vehicles
25 upon the above described premises.

26 6. TERMINATION: It is understood and agreed that the
27 parties hereto shall be entitled to terminate this Lease, and said
28 Lease shall so cease and terminate between the parties hereto,
29 thirty (30) days after written notice is given by the terminating
30 party to the non-terminating party in the manner provided under
31 Paragraph 10.

32 7. NON-ASSIGNABILITY: The LESSEE agrees not to assign

1 its interest herein nor sublet any part of the subject premises
2 without obtaining the prior written consent of the LESSOR.

3 8. INSURANCE: LESSEE agrees to obtain prior to the
4 effective date of this Lease, and as a precondition thereto, and
5 to maintain throughout the term of this Lease, Public Liability
6 Insurance (insuring claims of personal injury, wrongful death
7 and property damage) in the amount of FIVE HUNDRED THOUSAND and
8 No/100 DOLLARS (\$500,000.00) for personal injury or wrongful death,
9 FIVE HUNDRED THOUSAND and No/100 DOLLARS (\$500,000.00) for prop-
10 erty damage, and FIVE HUNDRED THOUSAND and No/100 DOLLARS
11 (\$500,000.00) combined single limit.

12 9. INDEMNIFICATION: LESSOR agrees to indemnify,
13 defend and hold harmless the LESSOR, its officers or employees,
14 from any and all claims, demands, judgments, damages, losses, ex-
15 penses, suits, actions, decrees, orders, attorney fees and court
16 costs which the LESSOR, its officers or employees may suffer,
17 or which may be sought against, recovered from or obtainable
18 against the LESSOR, its officers or employees as a result of, or
19 by reason of, or arising out of the negligent acts or omissions of
20 the LESSEE, its agents or employees, in the use of the subject
21 premises or through the operation of said business during the term
22 of this Lease.

23 10. NOTICES: Any notices required or permitted herein
24 shall become effective the date that the notice is deposited with
25 the United States Postal Service, postage prepaid, addressed as
26 follows:

27 If to the LESSOR:

Carol Ann Hawley
City Clerk
City Hall
400 East Stewart Avenue
Las Vegas, Nevada 89101

30 If to the LESSEE:

S.P.D. Office Equipment Company
101 East Charleston Boulevard
P.O. Box 4056
Las Vegas, Nevada

31
32

0184

1 IN WITNESS WHEREOF the parties hereto have caused this
2 instrument to be executed by their duly authorized representatives
3 the day and year first given above.

4 S.P.D. OFFICE EQUIPMENT COMPANY

5
6 By Grant L. Day
7 GRANT L. DAY, PRESIDENT
8

9
10 CITY OF LAS VEGAS, NEVADA

11
12 By William H. Briare
13 WILLIAM H. BRIARE, MAYOR

14 ATTEST:

15 Carol Ann Hawley
16 Carol Ann Hawley, City Clerk
17
18
19
20
21
22
23
24
25
26
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29
30
31
32

City of Las Vegas

0185

AGENDA DOCUMENTATION

Date: August 19, 1983

TO:

The City Council

FROM:

GEORGE F. OGILVIE
City Attorney

SUBJECT: RESOLUTION TENTATIVELY APPROVING THE ASSESSMENT ROLL AND NOTICE
OF FILING ASSESSMENT ROLL - SPECIAL IMPROVEMENT DISTRICT NO. 403.

PURPOSE/BACKGROUND

S.I.D. NO.

403

STEP NO.

21-C - Resolution Tentatively
Approving Assessment Roll22-C - Notice of Filing Assessment
Roll

IMPROVEMENTS

Include the installation of a
parking lane, standard "L" type
curbs and gutters, street lighting
and standard concrete sidewalks.

LOCATION

Along both sides of Bonanza Road
from Eastern Avenue to Pecos Street.FISCAL IMPACTRECOMMENDATIONS

It is recommended that the City Council take the appropriate
steps to adopt this Resolution and Notice.

Agenda Item

V-6

1 A RESOLUTION TENTATIVELY APPROVING THE ASSESSMENT ROLL FOR
2 LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 403; ORDERING
3 SUCH ROLL TO BE FILED IN THE OFFICE OF THE CITY CLERK; AND FIXING
4 THE TIME WHEN OBJECTIONS TO SUCH ROLL WILL BE HEARD.

5 WHEREAS, the City of Las Vegas, in the County of Clark,
6 and State of Nevada, has taken requisite legal action preliminary
7 to and in the creation of Special Improvement District No. 403
8 consisting of:

9 UNIT I

10 The improvements include the installation of a parking
11 lane, varying in width from 8 feet to 10 feet, along both sides
12 of Bonanza Road from Eastern Avenue to Pecos Street, except where
13 adequate improvements have previously been installed, all in
14 conjunction with the installation of driving lanes, median
15 islands and drainage facilities to be paid for with funds other
16 than the levy of assessments, to include the necessary installation,
17 removal and relocation of any and all utilities and appurtenances
18 that are deemed necessary to complete same, as more particularly
19 shown on the plats, diagrams and plans of the work and the locality
20 to be improved, now on file in the Office of the City Clerk.

21 UNIT II

22 The improvements include the installation of standard
23 "I" type curbs and gutters along both sides of Bonanza Road from
24 Eastern Avenue to Pecos Street, except where adequate curbs and
25 gutters have previously been installed, all in conjunction with
26 the installation of driving lanes, median islands and drainage
27 facilities to be paid for with funds other than the levy of
28 assessments, to include the necessary installation, removal and
29 relocation of any and all utilities and appurtenances that are
30 deemed necessary to complete same, as more particularly shown on
31 the plats, diagrams and plans of the work and the locality to be
32 improved, now on file in the Office of the City Clerk.

UNIT III

1
2 The improvements include the installation of street
3 lighting, consisting of 250 watt high pressure sodium luminaires
4 and steel light standards on concrete foundations, with under-
5 ground wiring, along both sides of Bonanza Road from Eastern
6 Avenue to Pecos Street, except where adequate street lights have
7 previously been installed, all in conjunction with the installa-
8 tion of driving lanes, median islands and drainage facilities to be
9 paid for with funds other than the levy of assessments, to include
10 the necessary installation, removal and relocation of any and all
11 utilities and appurtenances that are deemed necessary to complete
12 same, as more particularly shown on the plats, diagrams and plans
13 of the work and the locality to be improved, now on file in the
14 Office of the City Clerk.

UNIT IV

15
16 The improvements include the installation of standard
17 concrete sidewalks, six feet in width, with commercial or resi-
18 dential driveway openings as required, except where adequate
19 sidewalks have previously been installed, on both sides of
20 Bonanza Road from Eastern Avenue to Pecos Street, all in
21 conjunction with the installation of driving lanes, median
22 islands, and drainage facilities, to be paid for with funds
23 other than the levy of assessments, to include the necessary
24 installation, removal and relocation of any and all utilities
25 and appurtenances that are deemed necessary to complete same,
26 as more particularly shown on the plats, diagrams and plans of
27 the work and the locality to be improved, now on file in the
28 Office of the City Clerk.
29 and to defray the entire cost and expenses thereof by special
30 improvements according to benefits, against the taxable lots and
31 premises in each assessment unit of said District; and

32 WHEREAS, by Ordinance No. 82-1 duly passed, adopted

1 and approved on the 20th day of January, 1982, said City
 2 Council finally passed on all protests and objections,
 3 determined to proceed with said improvements as described in said
 4 preliminary proceedings, except as modified and provided in said
 5 Ordinance, and created said District; and

6 WHEREAS, pursuant to notice duly given on the 7th day
 7 of April, 1982, said City Council received bids for the doing
 8 of the work therefor, and formally entered into the following
 9 contract, to-wit:

10 WELLS CARGO, for the improvements to be installed
 11 in Assessment Units I, II and IV; and
 12 STRATTON ELECTRIC, for the improvements to be
 13 installed in Assessment Unit III.

14 WHEREAS, after making such contract, said City Council
 15 determined what portion of the costs of such work, including,
 16 advertising, appraising, engineering, legal, printing and other
 17 proper incidental costs should be assessed against and paid by
 18 the property specially benefitted in each unit of said
 19 Improvement District, to-wit:

20	Assessment Unit No. I	\$18,050.16
21	II	\$ 8,892.80
22	III	\$23,629.28
23	IV	\$22,489.34

24 WHEREAS, the City Engineer, pursuant to directions
 25 contained in the resolution of said City Council, duly
 26 passed, adopted and approved on the 7th day of September,
 27 1983, has prepared an assessment roll which contains, among
 28 other things, the name of each last known owner of each lot or
 29 parcel of property to be assessed, a description of each lot or
 30 parcel to be assessed, and the amount of the proposed assessment
 31 thereon, apportioned on an area basis as more particularly set
 32 forth in Section 4 of Ordinance No. 82-1; and

1 WHEREAS, said City Council has determined, and does
2 hereby determine, that the lots or parcels of property in said
3 City which are specially benefitted by the improvements
4 installed in each unit of said District, and only those lots or
5 parcels of property which are so specially benefitted, are in-
6 cluded on said assessment roll.

7 NOW, THEREFORE, BE IT RESOLVED, by the City Council
8 of the City of Las Vegas, Nevada, at a regular meeting thereof
9 held on the 7th day of September, 1983, as follows:

10 SECTION 1. That the assessment roll on Las Vegas,
11 Nevada, Special Improvement District No. 403 has been examined,
12 is tentatively approved, and is hereby ordered to be filed in the
13 Office of the City Clerk and numbered Roll No. 1983-2.

14 SECTION 2. That Wednesday, the 5th day of October,
15 1983, at 2:00 o'clock P.M., in the Council Chambers at City
16 Hall, 400 East Stewart Avenue, Las Vegas, Nevada, be, and the
17 same hereby is, fixed as the time and place when said City Com-
18 mission will hear and consider objections to said assessment roll
19 by owners of the property specially benefitted by the improvements
20 in each assessment unit in "Las Vegas, Nevada, Special Improvement
21 District No. 403", and proposed to be assessed, by any party
22 interested in the regularity of the proceedings in making such
23 assessments, and by all parties aggrieved by such assessment.

24 SECTION 3. That the City Clerk shall give notice of
25 such hearing by mailing a copy thereof, postage prepaid, as first
26 class mail, at least 20 days prior to such hearing, to the last
27 known address of each last known owner of property within
28 each assessment unit of said District whose property will be
29 assessed; and by publishing a copy thereof in the Las Vegas
30 Sun, a newspaper published in the City of Las Vegas, Nevada,
31 and of general circulation in said City of Las Vegas, at least
32 once each week for three consecutive weeks, by three weekly

1 insertions, the first publication to be at least 15 days
2 prior to the date of said hearing and not less than 14 days
3 to intervene between the first publication and the last publication;
4 and said notice shall state that such assessment roll is on file
5 in the Office of the City Clerk, the date of filing same, the
6 time and place at which said City Council will hear and
7 consider objections to said assessment roll by owners of property
8 specially benefitted by the improvements in each assessment unit
9 of "Las Vegas, Nevada, Special Improvement District No. 403", and
10 proposed to be assessed, by any party interested in the regularity
11 of the proceedings in making such assessments, and all parties
12 aggrieved by such assessments. Such notice shall be in substan-
13 tially the following form, to-wit:

14 SECTION 4. That the owner or owners of any property
15 which is assessed in such assessment roll, whether named or not
16 in such roll, may, within three days prior to the date of the
17 hearing, file with the City Clerk his or her objections in writing
18 to said assessment.

19 SECTION 5. That all action (not inconsistent with
20 the provisions of this resolution) heretofore taken by said City
21 and the officers of said City directed toward the advertisement
22 herein prescribed be, and the same hereby is, ratified, confirmed
23 and approved.

24 SECTION 6. That the officers of the City of Las
25 Vegas be, and they are hereby, authorized and directed to take
26 all action necessary or appropriate to effectuate the provisions
27 of this resolution.

28 SECTION 7. That all resolutions, or parts thereof,
29 in conflict with the provisions of this resolution, are hereby
30 repealed.

31 . . .

32 . . .

William H. Briare
WILLIAM H. BRIARE, MAYOR

12
13 Carol A. Hawley
14 CAROL ANN HAWLEY, CITY CLERK

1 NOTICE OF FILING OF ASSESSMENT ROLL FOR LAS VEGAS, NEVADA, SPECIAL
2 IMPROVEMENT DISTRICT NO. 403; 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. 403, 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 7th day of September, 1983, and that since
10 said time said assessment roll has been and now is on file therein
11 and is available for examination during regular office hours by
12 any interested person. Said Improvement District consists of:

13 UNIT I

14 The improvements include the installation of a parking
15 lane, varying in width from 8 feet to 10 feet, along both sides
16 of Bonanza Road from Eastern Avenue to Pecos Street, except where
17 adequate improvements have previously been installed, all in
18 conjunction with the installation of driving lanes, median
19 islands and drainage facilities to be paid for with funds other
20 than the levy of assessments, to include the necessary installation,
21 removal and relocation of any and all utilities and appurtenances
22 that are deemed necessary to complete same, as more particularly
23 shown on the plats, diagrams and plans of the work and the locality
24 to be improved, now on file in the Office of the City Clerk.

25 UNIT II

26 The improvements include the installation of standard
27 "L" type curbs and gutters along both sides of Bonanza Road from
28 Eastern Avenue to Pecos Street, except where adequate curbs and
29 gutters have previously been installed, all in conjunction with
30 the installation of driving lanes, median islands and drainage
31 facilities to be paid for with funds other than the levy of
32 assessments, to include the necessary installation, removal and
relocation of any and all utilities and appurtenances that are

1 deemed necessary to complete same, as more particularly shown on
2 the plats, diagrams and plans of the work and the locality to be
3 improved, now on file in the Office of the City Clerk.

4 UNIT III

5 The improvements include the installation of street
6 lighting, consisting of 250 watt high pressure sodium luminaires
7 and steel light standards on concrete foundations, with under-
8 ground wiring, along both sides of Bonanza Road from Eastern
9 Avenue to Pecos Street, except where adequate street lights have
10 previously been installed, all in conjunction with the installa-
11 tion of driving lanes, median islands and drainage facilities to be
12 paid for with funds other than the levy of assessments, to include
13 the necessary installation, removal and relocation of any and all
14 utilities and appurtenances that are deemed necessary to complete
15 same, as more particularly shown on the plats, diagrams and plans
16 of the work and the locality to be improved, now on file in the
17 Office of the City Clerk.

18 UNIT IV

19 The improvements include the installation of standard
20 concrete sidewalks, six feet in width, with commercial or resi-
21 dential driveway openings as required, except where adequate
22 sidewalks have previously been installed, on both sides of
23 Bonanza Road from Eastern Avenue to Pecos Street, all in
24 conjunction with the installation of driving lanes, median
25 islands, and drainage facilities, to be paid for with funds
26 other than the levy of assessments, to include the necessary
27 installation, removal and relocation of any and all utilities
28 and appurtenances that are deemed necessary to complete same,
29 as more particularly shown on the plats, diagrams and plans of
30 the work and the locality to be improved, now on file in the
31 Office of the City Clerk.

32 Such areas include all property abutting said improve-

1 ments in each assessment unit and situate within those boundaries
2 designated in Section 3 of Ordinance No. 82-1 for the respective
3 assessment units.

4 The City Council of said City will meet to hear
5 and consider objections to said assessment roll by owners
6 of said property specially benefitted by the improvements in each
7 assessment unit of said District, and proposed to be assessed, by
8 any party interested in the regularity of the proceedings in
9 making such assessments, and by all parties aggrieved by such
10 assessments, on Wednesday, the 5th day of October, 1983,
11 at 2:00 o'clock P.M., at the City Hall in said City. The owner
12 or owners of any property which is assessed in such assessment
13 roll, whether named or not in such roll, may, not less than three
14 (3) days prior to said hearing, file with the City Clerk his or
15 her objections in writing.

16 Said assessments shall be due and payable at the office
17 of the County Treasurer within thirty (30) days after the ordi-
18 nance levying the assessments become effective without interest
19 and without demand; or all or any part of such assessments may,
20 at the election of the owner, be paid thereafter in ten substan-
21 tially equal annual installments of principal until paid in full,
22 with interest in all cases on the unpaid and deferred installments
23 of principal from the date of publication of said ordinance at a
24 rate or rates per annum which shall not exceed by more than 1%
25 the Bond Buyers Index of 20 Municipal Bonds which was most recent-
26 ly published before the date on which the ordinance levying the
27 assessments is adopted. Penalties shall be due for delinquencies,
28 and all installments may be prepaid.

29 Any objection to the regularity, validity or correctness
30 of the proceedings, of said assessment roll, of the estimated
31 maximum benefits, of each assessment contained therein, and of
32 the amount thereof levied on each tract and parcel of land, shall

1 be deemed waived unless presented at the time and in the manner
2 herein specified.

3 At the time and place so designated for hearing such
4 objections, said City Council shall hear and determine all
5 objections which have been so filed by any party interested
6 in the regularity of the proceedings in making such assessment,
7 and the correctness of such assessment, or of the amount levied
8 on any particular tract or parcel of land to be assessed, and
9 said City Council shall have the power, in its discretion,
10 to revise, correct, confirm or set aside any assessment and
11 to order that such assessment may be made de novo.

12 DATED this 7th day of September, 1983.

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14 *Carol A. Hawley*
15 CAROL ANN HAWLEY, CITY CLERK
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AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0196

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 28
September 7, 1983

ITEM Council Action Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)

1:32

H. Resolution determining the costs to be assessed for SID No. 403

Step No.: 19 - Resolution directing the City Engineer to prepare, submit and file documents

Improvements: Include the installation of a parking lane, standard "L" type curbs and gutters, street lighting, consisting of 250 watt high pressure sodium luminaries and steel light standards on concrete foundations and standard concrete sidewalks

Location: Along both sides of Bonanza Road from Eastern Ave to Pecos Street

Nolen -
ADOPTED Resolution as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

I. Resolution Accepting Bids for SID No. 441

Step No.: 12B - Resolution Accepting Bids

Improvements: Include the installation of a parking lane, standard "L" type curbs and gutters and street lighting.

Location: Along both sides of Bonanza Road from Pecos Drive to the Las Vegas Wash

Nolen -
ADOPTED Resolution as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

J. Resolution Accepting Bids for SID No. 449

Step No.: 12B - Resolution Accepting Bids

Improvements: Include the installation of sewer laterals from the existing sewer main to the front property line adjacent to vacant properties

Location: Along both sides of Bonanza Road between Sandhill Road and Lamb Boulevard

Nolen -
ADOPTED Resolution as recommended by staff.
Unanimous
(Briare and Levy excused)

Staff to proceed

City of Las Vegas

0197

AGENDA DOCUMENTATION

Date: August 19, 1983

TO:
The City CouncilFROM:
GEORGE F. OGILVIE
City AttorneySUBJECT: RESOLUTION DETERMINING THE COSTS TO BE ASSESSED FOR SPECIAL
IMPROVEMENT DISTRICT NO. 403.PURPOSE/BACKGROUND

S.I.D. NO.

403

STEP NO.

19 - Resolution directing the
City Engineer to prepare,
submit and file documents.

IMPROVEMENTS

Include the installation of a
parking lane, standard "L" type
curbs and gutters, street lighting,
consisting of 250 watt high
pressure sodium luminaires and
steel light standards on concrete
foundations and standard concrete
sidewalks.

LOCATION

Along both sides of Bonanza Road
from Eastern Avenue to Pecos Street.FISCAL IMPACTRECOMMENDATIONSIt is recommended that the City Council take the appropriate
steps to adopt this Resolution.

Agenda Item

V.H

1 RESOLUTION DETERMINING THE COSTS TO BE ASSESSED IN LAS VEGAS,
2 NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 403, AND ORDERING THE
3 CITY ENGINEER TO PREPARE THE ASSESSMENT ROLL.

4 WHEREAS, the City of Las Vegas, in the County of Clark,
5 and State of Nevada, has taken requisite legal action preliminary
6 to and in the creation of Special Improvement District No. 403,
7 consisting of:

8 UNIT I

9 The improvements include the installation of a parking
10 lane, varying in width from 8 feet to 10 feet, along both sides
11 of Bonanza Road from Eastern Avenue to Pecos Street, except where
12 adequate improvements have previously been installed, all in
13 conjunction with the installation of driving lanes, median
14 islands and drainage facilities to be paid for with funds other
15 than the levy of assessments, to include the necessary installation,
16 removal and relocation of any and all utilities and appurtenances
17 that are deemed necessary to complete same, as more particularly
18 shown on the plats, diagrams and plans of the work and the locality
19 to be improved, now on file in the Office of the City Clerk.

20 UNIT II

21 The improvements include the installation of standard
22 "I" type curbs and gutters along both sides of Bonanza Road from
23 Eastern Avenue to Pecos Street, except where adequate curbs and
24 gutters have previously been installed, all in conjunction with
25 the installation of driving lanes, median islands and drainage
26 facilities to be paid for with funds other than the levy of
27 assessments, to include the necessary installation, removal and
28 relocation of any and all utilities and appurtenances that are
29 deemed necessary to complete same, as more particularly shown on
30 the plats, diagrams and plans of the work and the locality to be
31 improved, now on file in the Office of the City Clerk.

32 . . .

UNIT III

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2 The improvements include the installation of street
3 lighting, consisting of 250 watt high pressure sodium luminaires
4 and steel light standards on concrete foundations, with under-
5 ground wiring, along both sides of Bonanza Road from Eastern
6 Avenue to Pecos Street, except where adequate street lights have
7 previously been installed, all in conjunction with the installa-
8 tion of driving lanes, median islands and drainage facilities to be
9 paid for with funds other than the levy of assessments, to include
10 the necessary installation, removal and relocation of any and all
11 utilities and appurtenances that are deemed necessary to complete
12 same, as more particularly shown on the plats, diagrams and plans
13 of the work and the locality to be improved, now on file in the
14 Office of the City Clerk.

UNIT IV

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16 The improvements include the installation of standard
17 concrete sidewalks, six feet in width, with commercial or resi-
18 dential driveway openings as required, except where adequate
19 sidewalks have previously been installed, on both sides of
20 Bonanza Road from Eastern Avenue to Pecos Street, all in
21 conjunction with the installation of driving lanes, median
22 islands, and drainage facilities, to be paid for with funds
23 other than the levy of assessments, to include the necessary
24 installation, removal and relocation of any and all utilities
25 and appurtenances that are deemed necessary to complete same,
26 as more particularly shown on the plats, diagrams and plans of
27 the work and the locality to be improved, now on file in the
28 Office of the City Clerk.

29 and to defray the entire costs and expenses thereof by
30 special improvements, according to benefits, against the taxable
31 lots and premises in each assessment unit of said District; and
32 WHEREAS, pursuant to law, the City has entered into

1 the following contracts, to-wit:

2 WELLS CARGO, for the improvements to be installed
3 in Assessment Unit No. I, II and IV;

4 STRATTON ELECTRIC, for the improvements in Unit III;

5 WHEREAS, the costs, including administrative costs, for
6 installing the improvements in each Assessment Unit of said
7 District are as follows:

8	Assessment Unit No. I	\$18,050.16
9	II	\$ 8,892.80
10	III	\$23,629.28
11	IV	\$22,489.34

12 NOW THEREFORE, BE IT RESOLVED by the City Council of
13 the City of Las Vegas, Nevada, at a regular meeting thereof held
14 on the 7th day of September, 1983, that the following amounts
15 shall be assessed against and paid by the assessable property
16 in each assessment unit of said District, to-wit:

17	Assessment Unit No. I	\$18,050.16
18	II	\$ 8,892.80
19	III	\$23,629.28
20	IV	\$22,489.34

21 all as designated in Ordinance No. 82-1, passed and approved
22 on the 20th day of January, 1982.

23 BE IT FURTHER RESOLVED that the City Engineer is hereby
24 ordered to make an assessment roll containing among other things:

25 1. The name of each last known owner of each lot or
26 parcel of property to be assessed; and

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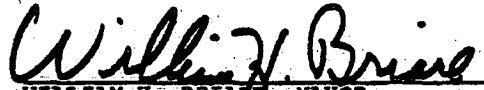
32 . . .

0201

1 2. A description of each lot or parcel of property
2 to be assessed and the amount of the proposed assessment
3 thereon, apportioned upon an area basis, all as more
4 particularly set out in Section 4 of Ordinance No. 82-1.

5 BE IT FURTHER RESOLVED that the City Clerk shall furnish
6 a copy of this Resolution to the City Engineer.

7 PASSED, ADOPTED AND APPROVED this 7th day of
8 September, 1983.

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10 
11 WILLIAM H. BRIARE, MAYOR

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13 ATTEST:

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16 CAROL ANN HAWLEY, CITY CLERK

City of Las Vegas

0202

AGENDA DOCUMENTATION

Date: August 19, 1983

TO:
The City CouncilFROM:
GEORGE F. OGILVIE
City AttorneySUBJECT: RESOLUTION ACCEPTING BIDS FOR SPECIAL IMPROVEMENT DISTRICT
NO. 441.PURPOSE/BACKGROUND

S.I.D. NO.

441

STEP NO.

12B - Resolution Accepting Bids

IMPROVEMENTS

Include the installation of a
parking lane, standard "L" type
curbs and gutters and street
lighting.

LOCATION

Along both sides of Bonanza Road
from Pecos Drive to the Las Vegas
Wash.FISCAL IMPACTRECOMMENDATIONSIt is recommended that the City Council take the appropriate
steps to adopt this Resolution.

Agenda Item

V- I

RESOLUTION ACCEPTING BIDS

WHEREAS, the City Council of the City of Las Vegas has taken steps to create certain public improvements within the City of Las Vegas, all as designated as Las Vegas Special Improvement District No. 441; and

WHEREAS, by resolution passed, adopted and approved on the 2nd day of June, 1982, the City Clerk and City Engineer were directed to publish notice of the receipt of bids for the furnishing of labor, materials, transportation and services for the improvements called for in said Special Improvement District No. 441; and

WHEREAS, proper notices were given by publication of the receipt of bids for the furnishing of such labor, materials, transportation and services; and

WHEREAS, bids were received and opened on the 2nd day of August, 1983, and confirmation was granted at said time; and

WHEREAS, the time has now arrived to award the construction contracts in accordance with Chapter 271 of Nevada Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, at a regular meeting thereof held on the 7th day of September, 1983, that the following bid be, and the same hereby is, accepted:

WELLS CARGO in the amount of \$347,112.23.

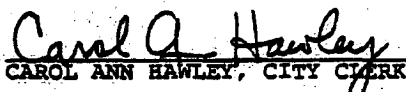
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1 BE IT FURTHER RESOLVED that the Mayor and Clerk of the
2 City of Las Vegas be, and they hereby are, authorized to execute
3 any and all documents necessary to carry this Resolution into
4 effect.

5 PASSED, ADOPTED AND APPROVED this 7th day of September,
6 1983.

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9 WILLIAM H. BRIARE, MAYOR

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11 ATTEST:

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13 CAROL ANN HAWLEY, CITY CLERK
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0205

City of Las Vegas

AGENDA DOCUMENTATION

Date: August 11, 1983TO:
The City CouncilFROM:
GEORGE F. OGILVIE
City AttorneySUBJECT: RESOLUTION ACCEPTING BIDS FOR SPECIAL IMPROVEMENT DISTRICT
NO. 449PURPOSE/BACKGROUND

S.I.D. NO.

449

STEP NO.

12B - Resolution Accepting Bids

IMPROVEMENTS

Include the installation of sewer
laterals from the existing sewer
main to the front property line
adjacent to vacant properties.

LOCATION

Along both sides of Bonanza
Road between Sandhill Road and
Lamb Boulevard.FISCAL IMPACTRECOMMENDATIONSIt is recommended that the City Council take the appropriate
steps to adopt this Resolution.

Agenda Item

V-J.

RESOLUTION ACCEPTING BIDS

WHEREAS, the City Council of the City of Las Vegas has taken steps to create certain public improvements within the City of Las Vegas, all as designated as Las Vegas Special Improvement District No. 449; and

WHEREAS, by resolution passed, adopted and approved on the 2nd day of March, 1983, the City Clerk and City Engineer were directed to publish notice of the receipt of bids for the furnishing of labor, materials, transportation and services for the improvements called for in said Special Improvement District No. 449; and

WHEREAS, proper notices were given by publication of the receipt of bids for the furnishing of such labor, materials, transportation and services; and

WHEREAS, bids were received and opened on the 2nd day of August, 1983, and confirmation was granted at said time; and

WHEREAS, the time has now arrived to award the construction contracts in accordance with Chapter 271 of Nevada Revised Statutes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, at a regular meeting thereof held on the 7th day of September, 1983, that the following bid be, and the same hereby is, accepted:

WELLS CARGO in the amount of \$11,341.35.

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0207

1 BE IT FURTHER RESOLVED that the Mayor and Clerk of the
2 City of Las Vegas be, and they hereby are, authorized to execute
3 any and all documents necessary to carry this Resolution into
4 effect.

5 PASSED, ADOPTED AND APPROVED this 7th day of September,
6 1983.

7 
8 WILLIAM H. BRIARE, MAYOR

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11 ATTEST:

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13 CAROL ANN HAWLEY, CITY CLERK

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AGENDA*City of Las Vegas*

September 7, 1983

Page 29

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

- A. BILL NO. 83-46 - AMENDS THE SCHEDULE OF ERU'S WITH RESPECT TO SEWER SERVICE FEES, THE AWT SURCHARGE AND SEWER CONNECTION FEES TO REDUCE THE ERU VALUE OF CERTAIN ESTABLISHMENTS.

Committee: Councilmen Christensen
and Levy

First Publication: SUN - 8/17/83

Committee Recommendation:

Adoption at 9/7/83 City Council meeting.

Christensen -
Second Reading and
Bill ADOPTED.
Unanimous
(Briare and Levy
excused)

Clerk to proceed
with second
publication.

The following Bills have received a recommendation as noted; however, no action may be taken at the 9/7/83 meeting:

- B. BILL NO. Z-83-2 - AMENDS THE LAND USE PLAN MAP OF THE CITY OF LAS VEGAS BY CHANGING VARIOUS ZONE DESIGNATIONS.

Committee: Councilmen Lurie and Levy

First Publication: SUN - 8/31/83

Committee Recommendation:

Adoption at 9/21/83 City Council meeting.

Recommendation
Noted.

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

AGENDA DOCUMENTATION

Date: August 2, 1983

TO: The City Council

FROM:

Shirley L. Quinn
CITY ATTORNEY

SUBJECT: Bill No. 83-46 -- amends the schedule of ERU's with respect to sewer service charges, the AWT surcharge and sewer connection fees to reduce the ERU value of certain establishments

PURPOSE/BACKGROUND

At the present time, the schedule of equivalent residential units (ERU's) upon which the City's sewer service fees, the AWT surcharges and the City's sewer connection fees are calculated contains, among other categories, a category which is designated "business operations not separately rated" and attaches an ERU value of .65 to each fixture in those businesses. Recent studies have indicated, however, that an ERU value of .65 per fixture is excessive with respect to certain types of businesses and that ERU values of .45, for offices, service oriented establishments, maintenance/repair establishments, theatres and private clubs, and .25, for beauty/barber shops and all types of dental/medical/veterinary clinics and services, are more appropriate.

Bill No. 83-46, if it is adopted, will reduce the ERU values for the foregoing establishments as indicated above.

FISCAL IMPACT

The reduction in the ERU values as contemplated in Bill No. 83-46 will not result in a significant loss of revenues to the City and will make the ERU values for the establishments which are affected more compatible with the over-all ERU schedule.

RECOMMENDATIONS

This Bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

Agenda Item

VI - A.

CITY OF LAS VEGAS

Date

0210

INTER-OFFICE MEMORANDUM

August 15, 1983

FILE

FROM:

Carol Ann Hawley
CAROL ANN HAWLEY, CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING -
AUGUST 15, 1983

COPIES TO:

Agenda Blue Books, 8/17/83 Council Meeting
City Attorney's Office
Business Activity Department
Community Planning and Development
Building and Safety
Engineering Services

HELD:

4:00 P.M., City Manager's Conference Room, 10th Floor,
City Hall. Meeting adjourned at 4:20 P.M.

ATTENDANCE:

Councilman Christensen
Councilman Lurie
Councilman Levy
Don Saylor, Deputy City Manager
Ashley Hall, Deputy City Manager
Jan Stewart, Chief Deputy City Attorney
Jerry Cahill, Director, Business Activity
Carol Ann Hawley, City Clerk
Jerry Ralya, Las Vegas Sun
Harry C. Basler, 102-110 E. Charleston
Hazel E. Basler, 102-110 E. Charleston
Grant L. Day, 101 E. Charleston
Rohel Amundson, Clark County Sanitation Department
Mr. Callery, Direction Realty

- A. BILL NO. 83-46 - AMENDS THE SCHEDULE OF ERU'S WITH RESPECT TO SEWER SERVICE FEES, THE AWT SURCHARGE AND SEWER CONNECTION FEES TO REDUCE THE ERU VALUE OF CERTAIN ESTABLISHMENTS

Sponsors: Councilmen Christensen and Levy

Councilman Christensen explained that the purpose of this bill was in response to businesses, i.e. doctor and dentist offices, that were paying excessive sewer charges for sewage not actually generated. No one spoke in opposition. The Committee recommended adoption, without amendment, at the 9/7/83 Council meeting.

- B. REQUEST OF GRANT L. DAY (SPD OFFICE EQUIPMENT CO.) TO LEASE CITY-OWNED PROPERTY AT CHARLESTON & CASINO CENTER BLVD. FOR PARKING

Real Estate Committee: Councilmen Levy and Lurie

Councilman Levy explained the request and indicated that the City was only collecting approximately \$4 per week from the parking meters on subject property and that the property was not being properly kept by the City. Harry and Hazel Basler indicated they had requested to lease subject property a year earlier and the City had negatively responded and indicated if a lease should be let in the future, it would be let out to bid. The Baslers felt it should be still put out to bid. Mr. Day emphasized he would keep the lot clean and make space available to other businesses. The Committee recommended Mr. Day's offer to lease be accepted on a month-to-month basis for \$75 per month and that the City Attorney's Office be directed to prepare the lease agreement for final Council approval.

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983
AFFIDAVIT OF POSTING

0211

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA }
COUNTY OF CLARK } ss
CITY OF LAS VEGAS }

Mildred Edwards

Francis Dolliver, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 5th day of August, 1983, at the hour of 10:30 AM 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 PM on Monday, August 15, 1983, 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 Council Chamber)

Frank Collins

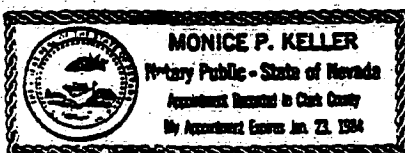
Mildred A. Edwards
SIGNATURE

G. S. 1223
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

5th day of August, 1983

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



CITY COUNCIL MINUTES - SEPTEMBER 7, 1983
AFFIDAVIT OF MAILING

0212

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

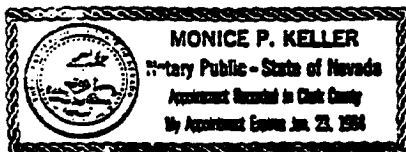
Laurie DeCunzio, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 5th day of August, 1983, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 PM, on Monday August 15, 1983, 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).

Laurie DeCunzio
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this

5th day of August, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 1/23/84



August 3, 1983 0213

N O T I C E

The Following Bill proposed for adoption by the City Council of the City of Las Vegas, Nevada, and Real Estate item will be the subject of PUBLIC COMMENT before the respective Recommending Committees at the hour of 4:00 P.M., Monday, August 15, 1983, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 83-46 - AMENDS THE SCHEDULE OF ERU'S WITH RESPECT TO THE AWT SURCHARGE AND SEWER CONNECTION FEES TO REDUCE THE ERU VALUE OF CERTAIN ESTABLISHMENTS.

Committee: Councilmen Christensen and Levy

REAL ESTATE COMMITTEE:

- B. REQUEST OF GRANT L. DAY (S.P.D. OFFICE EQUIPMENT COMPANY) TO LEASE CITY-OWNED PROPERTY AT CHARLESTON AND CASINO CENTER BOULEVARD FOR PARKING.

Real Estate Committee: Councilmen Levy and Lurie

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. A copy of the above Bill can be obtained through the Office of the City Clerk, Monday through Friday, 8 A.M. to 5 P.M.

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA

COUNTY OF CLARK

CITY OF LAS VEGAS

ss

Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 18th day of August, 1983, at the hour of 4:00 pm 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, August 29, 1983 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 Council Chamber).

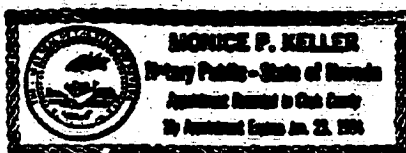
Loretta A. Hall
SIGNATURE

Clerk
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

18th day of August, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State. My Commission expires: 1/23/84



AFFIDAVIT OF MAILING

0215

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

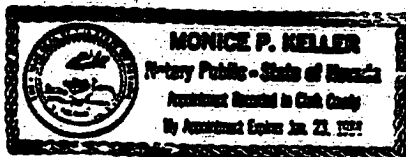
Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 22nd day of August, 1983, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00pm on Monday August 29, 1983, 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

22nd day of August, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 1/23/84



August 17, 1983

N O T I C E

The following Bills proposed for adoption by the City Council of the City of Las Vegas, Nevada, and Real Estate item will be the subject of PUBLIC COMMENT before the respective Recommending Committees at the hour of 4:00 P.M., Monday, August 29, 1983, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. Z-83-2 - AMENDS THE LAND USE PLAN MAP OF THE CITY OF LAS VEGAS BY CHANGING VARIOUS ZONE DESIGNATIONS.
Committee: Councilmen Lurie and Levy
- B. BILL NO. 83-47 - SIMPLIFIES THE PROCEDURES FOR OBTAINING SPECIAL USE PERMITS AND VARIANCES FOR CERTAIN USES WHICH REQUIRE BOTH.
Committee: Councilmen Lurie and Levy

REAL ESTATE COMMITTEE:

- C. REQUEST OF E.O.B. TO ALLOW THE CONSTRUCTION OF A SENIOR DAY CARE CENTER ON A TWO AND ONE HALF ACRE PARCEL OF CITY-OWNED LAND LOCATED AT HARRIS AND EASTERN AVENUE.
Real Estate Committee: Councilmen Levy and Lurie

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. A copy of the above Bills can be obtained through the Office of the City Clerk, Monday through Friday, 8 A.M. to 5 P.M.

CITY OF LAS VEGAS

Date

0217

INTER-OFFICE MEMORANDUM

August 30, 1983

TO:

FILE

FROM:


 CAROL ANN HAWLEY
 CITY CLERK

SUBJECT:

 RECOMMENDING COMMITTEE MEETING
 AUGUST 29, 1983

COPIES TO:

 Agenda Blue Books for 9/7/83 Council Meeting
 City Attorney's Office
 Business Activity Department
 Community Planning and Development
 Building and Safety
 Engineering Services

HELD:

 4:00 P.M., City Manager's Conference Room, 10th Floor,
 City Hall. Meeting adjourned at 4:15 P.M.

ATTENDANCE:

 Councilman Lurie
 Councilman Levy
 Councilman Nolen
 City Manager Russ Dorn
 Deputy City Manager Don Saylor
 Deputy City Attorney Jan Stewart
 Harold Foster, Director, Community Planning and Development
 Carol Ann Hawley, City Clerk
 Linda Owens, Deputy City Clerk
 Jerry Ralya, Las Vegas SUN
 James W. Tyree, Executive Director, E.O.B.

 A. BILL NO. Z-83-2 - AMENDS THE LAND USE PLAN MAP OF THE CITY OF LAS VEGAS BY CHANGING
 VARIOUS ZONE DESIGNATIONS.

Committee: Councilmen Lurie and Levy

This Bill puts into ordinance form all the rezonings that were approved by the City Council from January through June of 1983. No one appeared in opposition to this Bill. Committee recommended adoption at 9/21/83 City Council meeting.

 B. BILL NO. 83-47 - SIMPLIFIES THE PROCEDURES FOR OBTAINING SPECIAL USE PERMITS AND
 VARIANCES FOR CERTAIN USES WHICH REQUIRE BOTH.

Committee: Councilmen Lurie and Levy

Harold Foster stated this Bill will streamline the process when a Use Permit and Variance are required. The applicant can apply for a Variance only and pay one fee of \$100. A Variance goes with the land and not with the business on that property. No one appeared in opposition to this Bill. Committee recommended adoption at 9/21/83 City Council meeting.

RECOMMENDING COMMITTEE MEETING
AUGUST 29, 1983
PAGE 2

REAL ESTATE COMMITTEE:

- C. REQUEST OF E.O.B. TO ALLOW THE CONSTRUCTION OF A SENIOR DAY CARE CENTER ON A TWO AND ONE HALF ACRE PARCEL OF CITY-OWNED LAND LOCATED AT HARRIS AND EASTERN AVENUE.

Real Estate Committee: Councilmen Levy and Lurie

E.O.B. Executive Director James Tyree advised that only 1 acre was desired (not 2½ as originally requested). Committee advised Tyree they would want to receive the appraised value. The City is to get an appraisal, E.O.B. Director to seek further advice from his Board, and all resultant information to be presented to the full Council at the 9/7/83 meeting.

AGENDA*City of Las Vegas*

September 7, 1983

Page 30

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- C. BILL NO. 83-47 - SIMPLIFIES THE PROCEDURES FOR OBTAINING SPECIAL USE PERMITS AND VARIANCES FOR CERTAIN USES WHICH REQUIRE BOTH.

Committee: Councilmen Lurie and Levy

First Publication: SUN - 8/31/83

Committee Recommendation:

Adoption at 9/21/83 City Council meeting.

Recommendation
Noted.

REAL ESTATE COMMITTEE:

- D. REQUEST OF E.O.B. TO ALLOW THE CONSTRUCTION OF A SENIOR DAY CARE CENTER ON A TWO AND ONE HALF ACRE PARCEL OF CITY-OWNED LAND LOCATED IN THE VICINITY OF HARRIS AND EASTERN AVENUE.

Real Estate Committee: Councilmen Levy and Lurie

Committee Recommendation:

E.O.B. Executive Director James Tyree advised that only 1 acre was desired (not 2½ as originally requested). Committee advised Tyree they would want to sell at the appraised value. The City is to get an appraisal, E.O.B. Executive Director to seek further advice from his Board, and all resultant information to be presented to the full Council at the 9/7/83 meeting.

ABEYANCE

9/21/83 Agenda

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

0220

AGENDA DOCUMENTATION

Date: August 15, 1983

TO:
The City CouncilFROM: *Russell W. Dorn*
RUSSELL W. DORN
CITY MANAGERSUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING THE REQUEST OF E.O.B. TO ALLOW THE
CONSTRUCTION OF A SENIOR DAY CARE CENTER ON A 2½ ACRE PARCEL OF CITY-OWNED
LAND LOCATED IN THE VICINITY OF HARRIS AND EASTERN AVENUEPURPOSE/BACKGROUND

This property is located immediately adjacent to the new senior citizen housing project which was developed by the NAACP. E.O.B. is seeking a site for their senior day care center and have not been able to find a suitable location in terms of existing buildings; consequently, they are proposing to construct a facility. The property in question had previously been proposed for a senior citizen park/garden type of development, however, that never materialized.

The staff of the Housing Authority has advised me that they have no objection to this proposed use, and City staff feels that the use would be appropriate at this location.

E.O.B. has not submitted a detailed site plan, consequently, the exact amount of land cannot be determined at this time. We do not have an updated appraisal, but the property immediately adjacent sold for approximately \$45,000.00 per acre so I think it is safe to assume that this property would be somewhat less but in the same ballfield.

FISCAL IMPACT

Proceeds from the sale of the property.

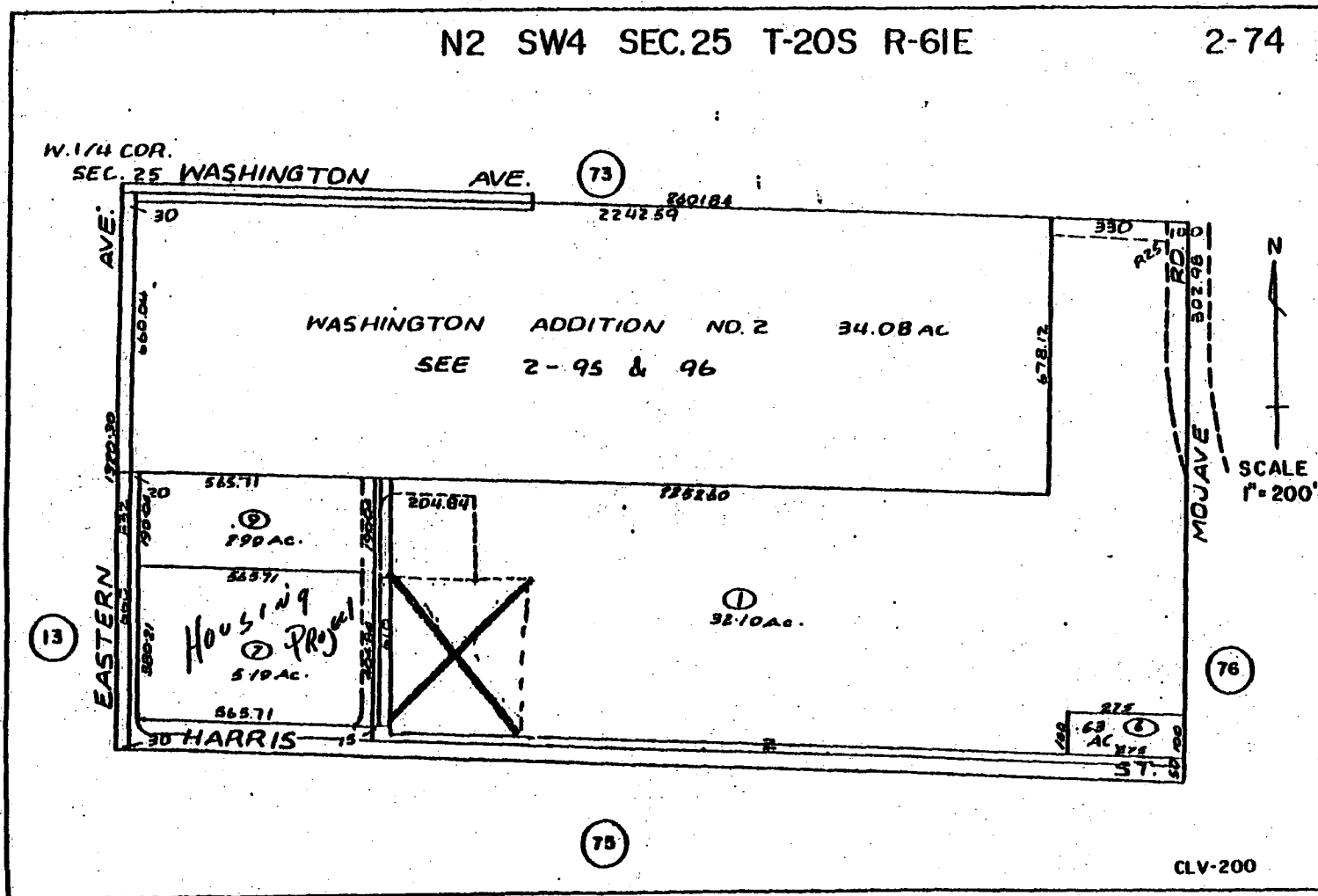
RECOMMENDATIONS

This item should be referred to the Real Estate Committee.

Agenda Item 8-17-83

VI - D.

0221



This plat is for assessment use only & does not represent a survey. No liability is assumed to its accuracy.

350

VI.D.

AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0222

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 31
September 7, 1983

ITEM

Council Action

Department Action

VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE

11:36

A. Bill No. 83-48 -- Defines the responsibilities of property owners in connection with the right of way abutting their property, authorizing the Director of Public Services to commence remedial action in the event the property owner ignores his responsibilities concerning the abutting right of way and imposing various requirements concerning the construction of new sidewalks or the repair of existing sidewalks

Sponsored by: Councilman Ron Lurie

First Reading and Referred -
Lurie and Christensen

7/19/83 Agenda of Recommending Committee

B. Bill No. 83-49 -- Amends the procedure for obtaining a business license by eliminating the requirement that the Department of Building and Safety inspect and approve the building where the business or facility will be conducted.

Sponsored by: Councilman Ron Lurie

First Reading and Referred -
Lurie and Nolen

7/19/83 Agenda of Recommending Committee

C. Bill No. 83-50 -- SID No. 433

Step No.: 11B - Ordinance Creating District

Improvements: Include the installation of a parking lane from Lake Mead Boulevard to Carey Avenue, standard "L" type curbs and gutters, street lighting, sewer laterals from Charleston Blvd. to Carey Avenue

Location: Along both sides of Highland Drive from Charleston Boulevard to Carey Avenue

Sponsored by: Step Requirement

First Reading and Referred -
Lurie and Christensen

7/19/83 Agenda of Recommending Committee

MORNING SESSION ADJOURNED AT 11:45 AM

0223

September 7, 1983

Page 32

AGENDA*City of Las Vegas*

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS

1417

- A. VAC-8-83 - Petition of Vacation submitted by RICHARD G. WORTHEN TRUST to vacate U. S. Government Patent Reservations on property generally located on the north side of Westcliff Drive, west of Buffalo Drive.

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

Staff Recommendation: APPROVAL

PROTESTS: 0

Nolen -
APPROVED as recommended by Planning Commission and staff.
Unanimous
(Briare & Levy excused)

Clerk to notify and Planning to proceed.

Stephen Terry represented Petitioner.

No protests

APPROVED AGENDA ITEM

Ashley Hale

0224

To: The City Council
Re: Public Hearing Agenda Item
September 7, 1983 City Council Agenda

IX.

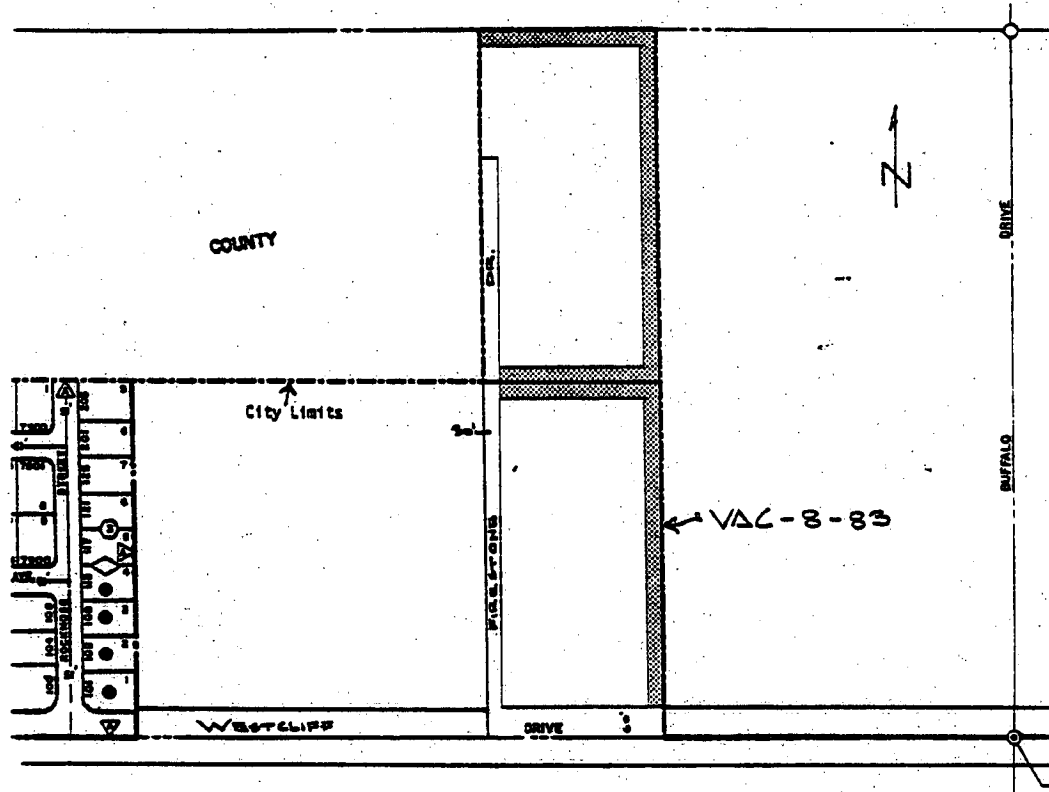
A. VACATION - VAC-8-83 - RICHARD G. WORTHEN TRUST

The request is to vacate Government Patent Reservations on several portions of this property which has been approved for an R-1 subdivision. It has been determined the streets will not be needed in these reservation areas and they can be vacated.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



NOTICE

NOTICE IS HEREBY GIVEN that a petition has been filed with the Clerk of the City Council of the City of Las Vegas, Nevada, asking for the vacation of certain real property hereinafter described; that said petition has been referred to the Planning Commission of the City of Las Vegas; and that said Planning Commission has recommended that said petition be approved and that the following property be vacated, to-wit:

Property located on the north side of Westcliff Drive, west of Buffalo Drive.

SUBJECT TO

1. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or and extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.
2. Satisfaction of the requirements of the various utility companies.
3. Conformance to code requirements and design standards of all City departments.
4. Vacation shall not be recorded until all of the above conditions have been met.

A PUBLIC HEARING on said petition and recommendation of the Planning Commission will be held on the 7th day of September, 1983, at the hour of 2:00 p.m., in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, County of Clark, State of Nevada.

If, upon such hearing the City Council of the City of Las Vegas is satisfied that the public will not be materially injured by such proposed vacation, the above described property will be ordered vacated.

THIS NOTICE is given pursuant to an Order made by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 17th day of August, 1983.


CAROL ANN HAWLEY, City Clerk

0226

AGENDA*City of Las Vegas*

September 7, 1983

Page 33

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

1418

- B. VAC-9-83 - Petition of Vacation submitted by ROBERT R. BLACK to vacate U. S. Government Patent Reservations on property generally located on the north side of Westcliff Drive, west of Buffalo Drive.

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

Staff Recommendation: APPROVAL

PROTESTS: 0

Nolen -
APPROVED as recommended by staff and Planning Commission.
Unanimous
(Briare & Levy excused)

Clerk to notify and Planning to proceed.

Charley Johnson,
2800 W. Sahara,
represented
Petitioner.

No protests

APPROVED AGENDA ITEM

Ashley Hall

0227

IX.

This is a request to vacate Government Patent Reservations on various portions of this 10-acre parcel which has been approved for an R-CL development. The streets will not be needed in these reservation areas and they can be vacated.

STAFF RECOMMENDATION: APPROVAL

NOTICE

NOTICE IS HEREBY GIVEN that a petition has been filed with the Clerk of the City Council of the City of Las Vegas, Nevada, asking for the vacation of certain real property hereinafter described; that said petition has been referred to the Planning Commission of the City of Las Vegas; and that said Planning Commission has recommended that said petition be approved and that the following property be vacated, to-wit:

Property located on the north side of Westcliff Drive, west of Buffalo Drive.

SUBJECT TO

1. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or and extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.
2. Satisfaction of the requirements of the various utility companies.
3. Conformance to code requirements and design standards of all City departments.
4. Vacation shall not be recorded until all of the above conditions have been met.

A PUBLIC HEARING on said petition and recommendation of the Planning Commission will be held on the 7th day of September, 1983, at the hour of 2:00 p.m., in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, County of Clark, State of Nevada.

If, upon such hearing the City Council of the City of Las Vegas is satisfied that the public will not be materially injured by such proposed vacation, the above described property will be ordered vacated.

THIS NOTICE is given pursuant to an Order made by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 17th day of August, 1983.


CAROL ANN HAWLEY, City Clerk

0229

AGENDA

City of Las Vegas

September 7, 1983

Page 34

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

1419
(3)

1432

- C. V-49-83 (Abeyance from 7/20/83) - APPEAL filed by CHARLES E. THOMPSON on behalf of ELDON O. WATTS to the action of the Board of Zoning Adjustment in DENYING the application for a Variance to allow a detached storage shed three feet six inches (3'6") from the residence where a six foot (6') setback is required, and to allow the storage shed six inches (6") from the north side property line where five feet (5') is required on property located at 413 Beaumont Street in Zoning District R-1 (Single-Family Residence).

Board of Zoning Adjustment recommends DENIAL (3-1 vote). If approved, following are the recommended conditions:

1. Conformance to the plot plan and elevations.
2. Conformance to the requirements of the Department of Fire Services.
3. Provide fire protection to the north side of the building as required by the Department of Building and Safety.

Staff Recommendation: DENIAL

PROTESTS: 43

Christensen - Motion to GRANT APPEAL allowing the Variance subject to Planning Commission's recommended conditions and additional conditions as follows:
1. Storage Shed to be set back 2½ ft.;
2. Obtain Building Permit;
3. One-hour fire roof;
4. To conform in style to pictures presented and on file
was APPROVED unanimously.
(Briare & Levy excused)

Clerk to notify and Planning to proceed.

Atty. Charles Thompson appeared to represent Eldon O. Watts.

Eldon O. Watts appeared.

Protests:
Jane Dauenhauer
409 Beaumont St.
Roberta Lindroth
412 Arnold St.

APPROVED AGENDA ITEM

Ashley Hall

To: The City Council
Re: Public Hearing Agenda Item
September 7, 1983 City Council Agenda

IX.

- C. ABEYANCE ITEM - V-49-83 - APPEAL FILED BY CHARLES E. THOMPSON ON BEHALF OF ELDON O. WATTS TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN DENYING THE APPLICATION FOR A VARIANCE TO ALLOW A DETACHED STORAGE SHED THREE FEET SIX INCHES (3'6") FROM THE RESIDENCE WHERE A SIX FOOT (6') SETBACK IS REQUIRED, AND TO ALLOW SAID STORAGE SHED SIX INCHES (6") FROM THE NORTH SIDE PROPERTY LINE WHERE FIVE FEET (5') IS REQUIRED.

This item was tabled from the July 20, 1983 meeting when the attorney for the applicant indicated there were other accessory buildings in the neighborhood that were in violation of the setback requirements and the Council wanted a report on this matter. This item involves an appeal by the applicant on a denial action by the BZA for a variance to allow an existing detached storage shed 3'6" from the residence where 6' is required and to allow the shed 6" from the side property line where 5' is required. The inspection and researching of records was conducted by staff of the Department of Building and Safety on the list of addresses submitted by the applicant's attorney. It has been determined that 16 of the 23 (70%) accessory buildings did have permits and were found to be in compliance with the City Code requirements. The remaining 7 had no permits and 6 of them appeared to be very old and were probably constructed prior to 1963 when they could be located anywhere in the rear yard area. The 7th one is relatively new and is located adjacent to the side property line but is in compliance with the ordinance. No action is contemplated on the 6 older accessory buildings because it cannot be substantiated by the City that the structures are in violation.

The detached accessory building involved in this application is almost completed and was constructed without a permit. This violation was brought to the attention of the City by a complaintant and the applicant's construction has been redtagged. At the BZA meeting the next door neighbor, on the side where the storage shed is located, indicated the roof portion is unsightly and is in full view from her yard because of its location. The neighbor pointed out there is another illegal metal storage shed in the side yard next to the applicant's house. The applicant indicated he was intending to replace it with the new accessory building.

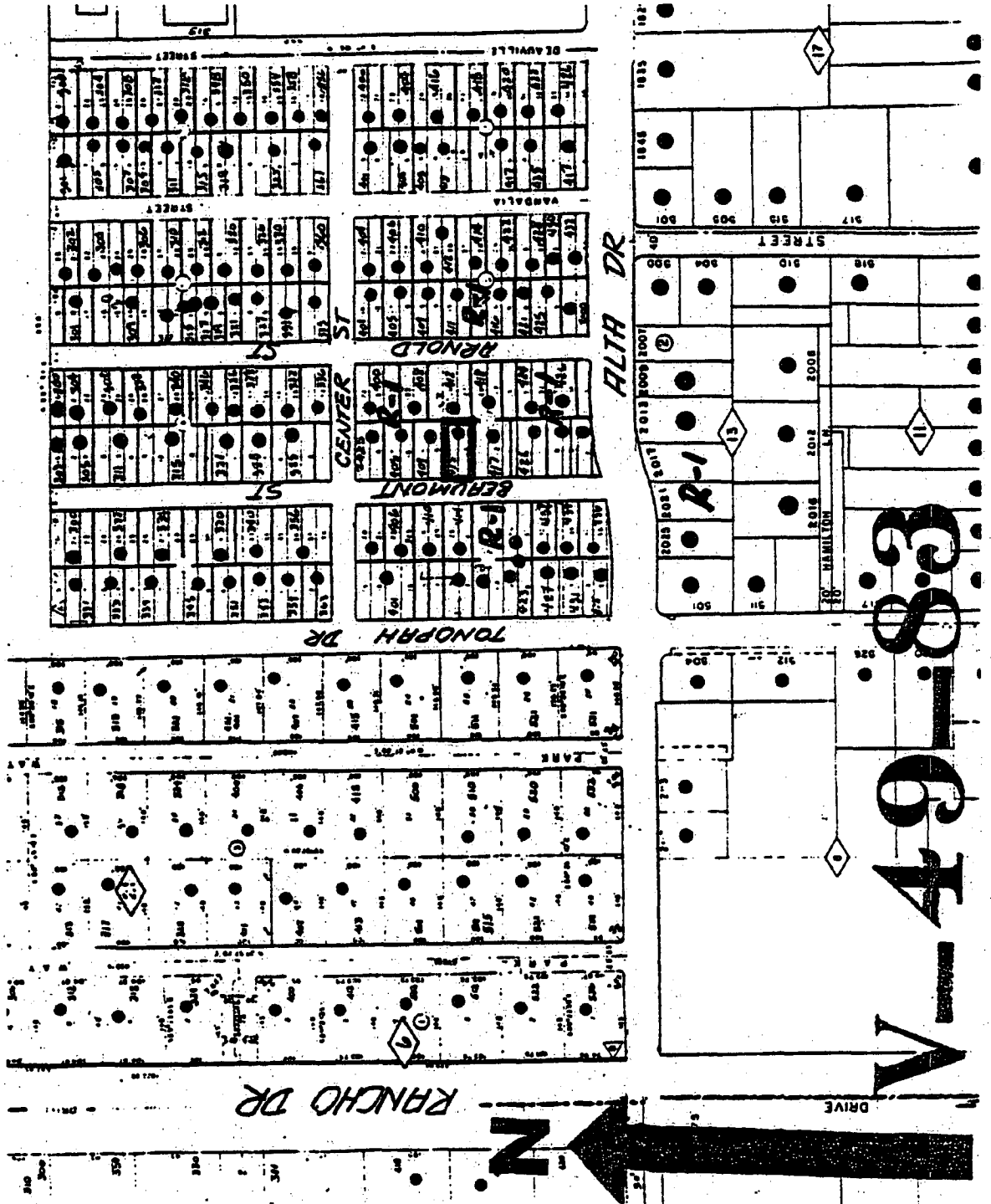
BOARD OF ZONING ADJUSTMENT RECOMMENDATION: DENIAL - Insufficient justification for the request.

STAFF RECOMMENDATION: DENIAL

PROTESTS: 43 - 2 spoke at BZA meeting
Petition with 41 signatures

SEE ATTACHED LOCATION MAP

C. LOCATION MAP - V-49-83



V-49-83

0232

V-49-83

WE, THE UNDERSIGNED, DO HEREBY PETITION THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA TO DENY THE APPEAL OF ELDON C. WATTS FOR A VARIANCE TO ALLOW THE EXISTENCE OF AN ILLEGALLY BUILT STORAGE SHED ON THE PROPERTY LOCATED AT 413 BEAUMONT ST. PPN 83 LOTS 12 & 13, BLOCK 3, HIGHLAND PARK.

RECEIVED
CITY CLERK

THE AFOREMENTIONED SHED WAS:

- 1) CONSTRUCTED WITHOUT A CITY BUILDING PERMIT.
- 2) THE BLOCK WALL FENCE WAS USED AS A COMMON WALL FOR BOTH FENCE AND STORAGE SHED.
- 3) IT WAS CONSTRUCTED SIX INCHES (6") FROM THE NORTH SIDE OF THE PROPERTY LINE WHEREAS FIVE FEET (5') IS REQUIRED.

David h Schwarz	David Schwarz	311 Beaumont St. ^{LV} 89106
L...AN E. Schwarz	Lillian E. Schwarz	311 Beaumont ^{over 300} LV NV 89106
MARVIN KORAC	Marvin A. Korac	354 BEAUMONT ^{over 300} C.U.N. 89106
WILLIAM EHLEH	William Ehler	305 Beaumont ^{over 300}
Rich F. Rustos	Richard F. Rustos	340 Beaumont
Julietta D. Luma	Julietta D. Luma	323 Beaumont
Arnold E. Otto	Arnold E. Otto	401 Arnold St ^{LV} 89106
YONG. C. YI	Yong Chang Yi	408 Arnold St 89106
CHAS H TS TR 29 B not 39-01 Jenny L. Wallenfong	Jenny Wallenfong	Not A M OWNER 6309 HARRIS AVE
CHAS H TS 7TH not 41 BLK 10 Renee Nicot	Renee Nicot	Not A OWNER 2100 BRADY ST.
LEAIE KOCH	Leaie Koch	Not A OWNER 3104 Alta Dr.
Imabilis Ruggles	Imabilis Ruggles	^{over 300} 511 TONOPAH N. S.
Ann I. Burns	Ann I. Burns	^{over 30} 408 McArthur Way
Marilyn Bell	Marilyn Bell	^{over 300} 504 S. TONOPAH

V-49-83 0233

RECEIVED

WE, THE UNDERSIGNED, DO HEREBY PETITION THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA TO DENY THE APPEAL OF ELDON O. WATTS FOR A VARIANCE TO ALLOW THE EXISTENCE OF AN ILLEGALLY BUILT STORAGE SHED ON THE PROPERTY LOCATED AT 413 BEAUMONT ST. ON LOTS 12 & 13, BLOCK 3, HIGHLAND PARK.

CITY CLERK

THE AFOREMENTIONED SHED WAS:

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- 2) THE BLOCK WALL FENCE WAS USED AS A COMMON WALL FOR BOTH FENCE AND STORAGE SHED.
- 3) IT WAS CONSTRUCTED SIX INCHES (6") FROM THE NORTH SIDE OF THE PROPERTY LINE WHEREAS FIVE FEET (5') IS REQUIRED.

<u>GEORGE C. WOLF</u>	<u>George C. Wolf</u>	<u>Not Owner</u> <u>3104 ALTA Dr. 89/07</u> <u>No such Address</u>
<u>Mary E. Madden</u>	<u>MARY E MADDEN</u>	<u>2900 ALTA DR 8910</u> <u>Not Owner</u>
<u>J. F. Robertson</u>	<u>J F Robertson</u>	<u>3104 Alta Dr</u> <u>Not Owner</u>
<u>BETTY ENGELSTAD</u>	<u>Betty Engelstad</u>	<u>400 Parkway Way</u>
<u>Dan Sakowski</u>	<u>DAN SAKOWSKI</u>	<u>363 S. TONOPAH DR</u>
<u>Beulah Bearer</u>	<u>BEULAH BEARER</u>	<u>353 S. Tonopah Dr</u> <u>Over 300</u>
<u>Walter H. Bearer</u>	<u>WALTER H. BEARER</u>	<u>353 S. TONOPAH DR</u> <u>Over 300</u> <u>No such Address</u>
<u>Noella Osentoshi</u>	<u>Noella Osentoshi</u>	<u>2900 Alta Dr</u> <u>No such Address</u>
<u>Irmina Noetzel</u>	<u>IRMINA Noetzel</u>	<u>2900 ALTA DR</u>
<u>C.N. Engleert</u>	<u>CN. Engleert</u>	<u>401 S. Tonopah Dr.</u>
<u>Gwen Engleert</u>	<u>Gwen Engleert</u>	<u>401 S. Tonopah Dr.</u> <u>Not Owner</u>
<u>Dodd Hyer</u>	<u>Dodd Hyer</u>	<u>481 Tonopah</u> <u>Not Owner</u>
<u>Zan Hyer</u>	<u>Zan Hyer</u>	<u>481 Tonopah</u>
<u>Roberta M. Lindroth</u>	<u>Roberta M. Lindroth</u>	<u>412 Arnold St</u>

V-49-83
0234
RECEIVED
4 02 PM '83
CITY CLERK

WE, THE UNDERSIGNED, DO HEREBY PETITION THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA TO DENY THE APPEAL OF ELDON S. WATTS FOR A VARIANCE TO ALLOW THE EXISTENCE OF AN ILLEGALLY BUILT STORAGE SHED ON THE PROPERTY LOCATED AT 413 BEAUMONT ST. ON LOTS 12 & 13, BLOCK 3, HIGHLAND PARK.

THE AFOREMENTIONED SHED WAS:

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- 3) IT WAS CONSTRUCTED SIX INCHES (6") FROM THE NORTH SIDE OF THE PROPERTY LINE WHEREAS FIVE FEET (5') IS REQUIRED.

<u>BARNARD R. BELL</u>	<u>Barnard R. Bell</u>	<u>304 Sotonopah</u>
<u>A GUTH</u>	<u>Ida Guth</u>	<u>501 Tonopah Dr</u>
<u>JR. BERGER</u>	<u>J.R. Berger</u>	<u>2013 Alta Dr</u>
<u>Joe Murphy</u>	<u>Joe Murphy</u>	<u>425 Arnold St.</u>
<u>JOE Zamora</u>	<u>Joe Zamora</u>	<u>425 Arnold St.</u>
<u>Paul Kretschmar</u>	<u>Paul Kretschmar</u>	<u>417 Arnold St.</u>
<u>Kris Kretschmar</u>	<u>KRIS KRETSCHMAR</u>	<u>417 ARNOLD</u>
<u>D. HAILEY</u>	<u>Danny Hailey</u>	<u>411 ARNOLD</u>
<u>Ronnie Scott</u>	<u>Ronnie Scott</u>	<u>331 ARNOLD</u>
<u>Richard L. Lott</u>	<u>Richard L. Lott</u>	<u>331 ARNOLD</u>
<u>Paula J. Wells</u>	<u>PAULA J. WELLS</u>	<u>327 ARNOLD ST.</u>
<u>Ruby Stone</u>	<u>RUBY STONE</u>	<u>346 ARNOLD ST</u>
<u>Sharon McGinnis</u>	<u>SHARON MCGINNIS</u>	<u>5379 Simpson Ave</u>
<u>GREG DAUENHAEUER</u>	<u>Greg Dauenhauer</u>	<u>409 Beaumont St</u>

V-44-f3

0235

WE, THE UNDERSIGNED, DO HEREBY PETITION THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA TO DENY THE APPEAL OF ELDON C. WATTS FOR A VARIANCE TO ALLOW THE EXISTENCE OF AN ILLEGALLY BUILT STORAGE SHED ON THE PROPERTY LOCATED AT 413 BEAUMONT ST. 0209 PM '83

THE AFOREMENTIONED SHED WAS:

CITY CLERK

- 1) CONSTRUCTED WITHOUT A CITY BUILDING PERMIT.
- 2) THE BLOCK WALL FENCE WAS USED AS A COMMON WALL FOR BOTH FENCE AND STORAGE SHED.
- 3) IT WAS CONSTRUCTED SIX INCHES (6") FROM THE NORTH SIDE OF THE PROPERTY LINE WHEREAS FIVE FEET (5') IS REQUIRED.

MICHAEL ZENCHAK	Michael Zenchak	2025 W. Alta Dr. ^{OVER 300}
Christine M. Zenchak	Christine M. Zenchak	2028 W. Alta Dr. ^{OVER 300}
Ronda Johnson	2025 ALTA DR.	Ronda Johnson ^{NOT A OWNER}
THOMAS L SANDERS	Thomas L Sanders	345 S. TONOPAH DR. ^{OVER 300}
BERTHA ANGELLILLI	Bertha Angellilli	2021 Alta Dr. ^{NO SUCH ADDRESS}
Mike McCarty	Mike McCarty	428 Beaumont
Ernie Kaufman & Richard Kaufman	Richard Kaufman	418 ARNOLD ST.
ERRINE KAUFMAN & RICHARD KAUFMAN		"
Patricia Serrano	Patricia Serrano	332 Beaumont St. ^{OVER 300}
JOHN A. SULLIVAN	John A. Sullivan	3104 ALTA DR. ^{NOT A OWNER}
KYOKO KRAFT	Kyoko Kraft	531 Parkway E. ^{OVER 300}
William R. Frazier	William R. Frazier	820 Lady MARLENE AVE. ^{OVER 300}
TARRY DAUENHAUER	Tom Dauenhauer	409 BEAUMONT. ^{NOT A OWNER}
Tom Dauenhauer	TOM DAUENHAUER	409 BEAUMONT St.

AGENDA*City of Las Vegas*

September 7, 1983 0236

CITY COUNCIL

Page 35

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council 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, Engineering 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.
6. Approval of the parking and driveway plans by the Traffic Engineer.

APPROVED AGENDA ITEM



AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0237

September 7, 1983

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 36

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

7. Repair any damage to the existing street improvements resulting from this development as required by the Department of Engineering Services.
8. Provision of fire hydrants and water flow as required by the Department of Fire Services.

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 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.
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.

Final Maps:

1. Conformance with the tentative map.

All Vacations shall conform to the following general conditions:

1. Satisfaction of the requirements of the various utility companies.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*0238
September 7, 1983

Page 37

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

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 of Las Vegas*

0239

September 7, 1983

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

Page 38

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1434

A. ABEYANCE ITEM - ZONE CHANGE - Z-60-83 -
DECATUR INVESTMENTS

Reclassification of property generally
located on the east side of Decatur Boulevard
between Eugene Avenue and Sawyer Avenue.

From: R-3 (Limited Multiple Residence)
and R-1 (Single Family Residence)

To: R-PD12 (Residential Planned
Development)

Proposed Use: Medium Density Residential
(Apartments)

Planning Commission recommends APPROVAL (4-2
vote), subject to the following conditions:

1. Resolution of Intent with a twelve (12)
month time limit.
2. Provide decorative screens on the
balconies facing east.

Staff Recommendation: APPROVAL

PROTESTS: 259

Christensen -
TABLED until 11/2/83
Meeting.
Unanimous
(Briare & Levy
excused.)

Clerk to notify
applicant.

Barry Becker,
50 S. Jones,
appeared.

APPROVED AGENDA ITEM

To: The City Council
 Re: Community Planning and Development Agenda Item
 September 7, 1983 City Council Agenda

X.

A. ABEYANCE ITEM - ZONE CHANGE - Z-60-83 - DECATUR INVESTMENTS

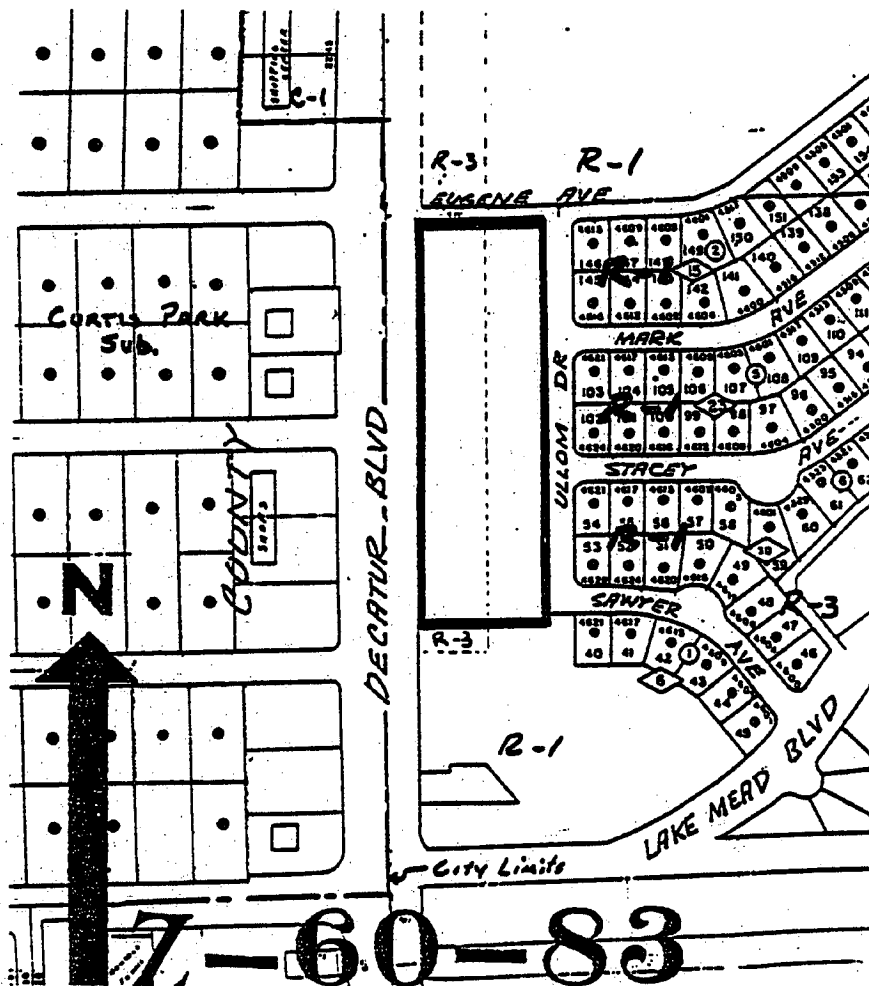
This item was held in abeyance from your August 3, 1983 meeting so the protestants and the applicant could determine if any private deed restrictions were still in effect on this property. At this meeting the City Attorney advised the City Council that it could proceed on this application because any restrictions would be a private matter and would not involve the City.

The applicant is requesting R-PD12 on this site which is presently zoned R-1 and R-3. An application for an R-PD35 for 140 condominium units at a density of 27 units per gross acre was denied on this site earlier this year. The developer is now requesting a density of 12 units per gross acre for a total of 72 units which is the same number of units the existing R-1 and R-3 zoning on the property will allow. There is no vehicular access to the east to Ullom where R-1 development exists. The buildings will be two story fourplexes and all units will be two bedroom. There will be adequate parking and landscaping provided with all access to Decatur.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Compatible with the zoning pattern in the area.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 259 - 1 Person appeared at Planning Commission meeting
 28 Persons in audience at Planning Commission meeting
 Petitions with 224 signatures
 6 Persons spoke at August 3, 1983 City Council meeting



AGENDA*City of Las Vegas*

September 7, 1983

CITY COUNCIL

Page 39

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)B. INITIATE ANNEXATION PROCEEDINGS - A-10-83 -
CITY OF LAS VEGAS

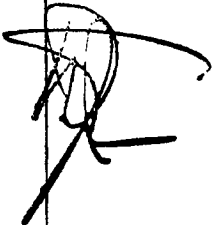
Proceed on annexation petitions and adjacent area on property generally located west of Lorenzi Boulevard between Westcliff Drive and Washington Avenue.

Staff Recommendation: APPROVAL

Nolen -
Motion approved to proceed on annexation.
Unanimous
(Briare & Levy excused.)

Planning and appropriate staff to proceed.

APPROVED AGENDA ITEM



0242

To: The City Council
Re: Community Planning and Development Agenda Item
September 7, 1983 City Council Agenda

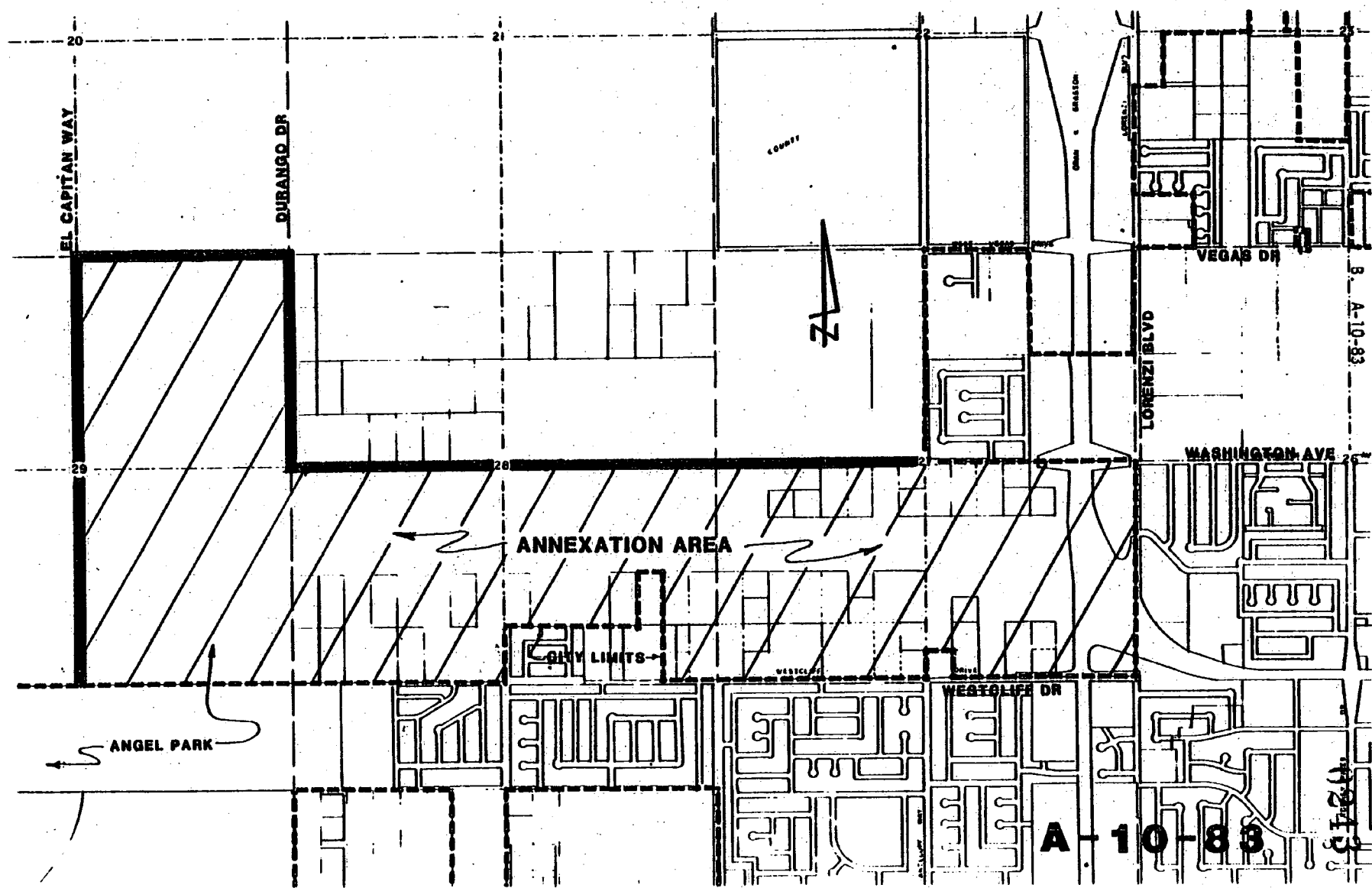
X.

B. INITIATE ANNEXATION PROCEEDINGS - A-10-93 - CITY OF LAS VEGAS

The City has received annexation petitions from approximately 75% of the owners of parcels of land in the area located west of Lorenzi Boulevard between Westcliff Drive and Washington Avenue. The federal land around these parcels and the portion of Angel Park that is under lease from BLM and located in the County are proposed to be included in this annexation. Also, the westerly extension of the freeway to the Husite property is located on the federal land in the annexation area. The total annexation is approximately 922 acres and 745 acres are federal land. The City is able to proceed on this annexation because a minimum 75% of the owners of the parcels of land have petitioned for annexation. There are six parcels of federal land and BLM has taken a position that it will not petition for annexation nor will it oppose it. If the City Council approves this request, the resolution to set date for the public hearing will be on your September 21, 1983 meeting. Normally, the property owners who petition for annexation are required to provide a boundary survey of their property, however, on this annexation the City will be preparing the required boundary map for the entire annexation area because it includes Angel Park and other federal land around the private parcels.

STAFF RECOMMENDATION: APPROVAL

LOCATION MAP ATTACHED



A-10-83

AGENDA*City of Las Vegas* September 7, 1983CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 40

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

C. TENTATIVE MAP - LINCOLN MANOR

Property generally located on the south side of Owens Avenue, west of Lamb Boulevard, R-E Zone (under Resolution of Intent to R-PD9)
 Owner: Richard A. Corbett, Et Al
 Subdivider: Sunbelt Builders, Inc.
 No. of Acres: 8.9 No. of Lots: 40

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the conditions of approval for Z-47-83.
2. Provide joint parking agreements as required by the Department of Community Planning and Development.

Staff Recommendation: APPROVAL

Nolen -
 APPROVED subject to conditions as recommended by Planning Commission.
 Unanimous
 (Briare & Levy excused)

Clerk to notify and Planning to proceed.

David Causey, 317 S. Eastern, appeared on behalf of applicant.

APPROVED AGENDA ITEM

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

0245

To: The City Council
Re: Community Planning and Development Agenda Item
September 7, 1983 City Council Agenda

X.

C. TENTATIVE MAP - LINCOLN MANOR

The map is in substantial conformity to the Subdivision Regulations and the approved zoning plan.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA*City of Las Vegas*

September 7, 1983

0246

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

Page 41

ITEM

Council Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

1443

**D. AESTHETIC REVIEW - AR-6-83 - MARNELL CORRAO
ASSOCIATES ON BEHALF OF CALIFORNIA HOTEL
AND CASINO**

To allow a proposed hotel and casino expansion and a six-level parking garage to the existing facility on property generally located on the northeast corner of Ogden Avenue and Main Street, C-2 Zone.

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the plot plan and elevations.
2. Vacation of the alley.
3. Approval of an encroachment for the landscaping on the Ogden Avenue sidewalk as required by the Department of Engineering Services.

Staff Recommendation: APPROVAL

Nolen -
APPROVED subject to
conditions as recom-
mended by Planning
Commission.
Unanimous
(Briare & Levy
excused.)

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
September 7, 1983 City Council Agenda

X.

D. AESTHETIC REVIEW - AR-6-83 - MARNELL CORRAO ASSOCIATES ON BEHALF OF CALIFORNIA HOTEL AND CASINO

This aesthetic review involves a major hotel, casino and parking structure addition to the California Hotel and Casino at Ogden Avenue and First Street. A 14-story hotel and casino expansion is proposed on the southwest portion of the property and a six-level parking garage will be located to the north of the existing hotel and casino. There will be 363 new hotel rooms and the parking garage will have 450 spaces. The elevations submitted for this project are aesthetically compatible with the existing development on this site. There will be landscaping provided in the sidewalk area along Ogden Avenue which will require an encroachment permit. The applicant is intending to utilize the north-south alley area in this block for this development and has submitted a vacation petition which will be considered by the Council at a future meeting.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

0248

City of Las Vegas

September 7, 1983

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 42

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1443

E. PLOT PLAN REVIEW - Z-46-83 - ROGER A. MAUER

To allow a proposed office building six feet (6') from the new rear property line (north line) and to pave the six foot (6') utility easement area to the north on property generally located on the north side of Charleston Boulevard between Moonlight Drive and Prince Lane, R-3 Zone (Limited Multiple Residence) (under Resolution of Intent to C-1 (Limited Commercial)).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the amended plot plan.
2. Pave the north 6' of the property.
3. Conformance to the original conditions of approval for Z-46-83 except conditions 2 and 6 as modified above.
4. Recording of the Order of Vacation for VAC-6-83.

Staff Recommendation: APPROVAL

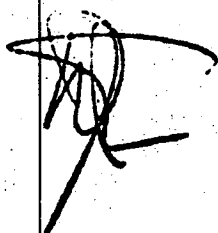
PROTESTS: 0

Nolen -
APPROVED subject to
conditions as recom-
mended by Planning
Commission.
Unanimous
(Briare & Levy
excused)

Clerk to notify
and Planning to
proceed.

Roger A. Mauer
appeared.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

0249

To: The City Council
Re: Community Planning and Development Agenda Item
September 7, 1983 City Council Agenda

X.

E. PLOT PLAN REVIEW - Z-46-83 - ROGER A. MAUER

This plot plan review involves a change to the rear setback of the proposed commercial building on this site that was approved several meetings ago. The change is a result of the south 14' of the 20' utility easement being vacated and now the applicant would like to shift the building to the 6' utility easement which is 6' from the north property line. There is developed R-1 to the north that abuts this property. The adjacent property owners were notified and there were no protests.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0

AGENDA

0250

City of Las Vegas

September 7, 1983

Page 43

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM Council Action Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1444

F. REVIEW OF CONDITION - ZC-90-81 - SUBURBAN
DEVELOPMENT CORPORATION

Review of Condition regarding the required
6' high perimeter block wall on property
generally located on the northwest corner of
Vegas Drive and Burningwood Lane (Sweetwater
Canyon Subdivision), R-E Zone (under
Resolution of Intent to R-PD14).

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Conformance to the site plan.
2. Conformance to all other original
conditions of approval of ZC-90-81.

Staff Recommendation: APPROVAL

Nolen -
ABEYANCE until
9/21/83 Meeting.
Unanimous
(Briare & Levy
excused)

Clerk to notify
applicant to
appear at
9/21/83 Meeting

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
September 7, 1983 City Council Agenda

X.

F. REVIEW OF CONDITION - ZC-90-81 - SUBURBAN DEVELOPMENT CORPORATION

The request involves a review of the condition which required a 6' block wall on the sides and rear of a condominium project which was zoned in the County and then annexed into the City. Block walls ranging in height from 5' to 7' have been constructed adjacent to portions of this condominium project and the applicant is requesting that these existing walls satisfy this condition along with constructing 6' block walls on the portions where no wall presently exists. This request appears to be logical because adding a course or two on the existing walls would not substantially increase the protection to the abutting residential properties and it is conceivable the add-on would be noticeable and not particularly attractive.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA*City of Las Vegas*

September 7, 1983

CITY COUNCIL

Page 44

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

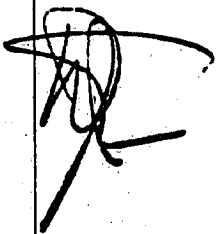
**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)****G. C-V USE REVIEW - CV-3-83 - GLOBE PRODUCTIONS,
INC.**

To allow a new merchandise, antique and collectible show and sale on September 23, 24, and 25, 1983 in Exhibit Hall "A" (includes north ticket booth and north coatroom) on property located at 850 Las Vegas Boulevard North (Cashman Field Center), C-V Zone (Civic).

Staff Recommendation: DENIAL

Nolen -
DENIED
Unanimous
(Briare & Levy
excused)

Clerk to notify
Milt and Harriet
Roland appeared
on behalf of
request

APPROVED AGENDA ITEM


To: The City Council
Re: Community Planning and Development Agenda Item
September 7, 1983 City Council Agenda

X.

G. C-V USE REVIEW - CV-3-83 - GLOBE PRODUCTIONS, INC.

The request is to allow a one-time new merchandise, antique and collectible show and sale in the Cashman Field Convention Center during the latter part of this month. The C-V Zone requires a public hearing and Council approval on temporary uses of this type. This show and sale will be advertised as a flea market. The Convention Center in the County allows flea markets and swap meets, however, staff feels that it is not an appropriate use in the C-V Zone in the City and has initiated an ordinance amendment which will prohibit this type of use. The Planning Commission recommended approval of the amendment and it will be submitted to you for consideration at a future meeting.

STAFF RECOMMENDATION: DENIAL - Inappropriate use in the C-V Zone.

AGENDA*City of Las Vegas* September 7, 1983CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 45

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)H. ABEYANCE ITEM - ZONE CHANGE - Z-59-83 -
LONNIE WALSTON

Reclassification of property generally
located on the east side of Highland Drive,
between Washington Avenue and Madison Avenue.

From: R-E (Residence Estates)

To: C-1 (Limited Commercial)

Proposed Use: Retail and Commercial Uses

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent with a twelve (12)
month time limit.
2. Approval of the building elevations by
the Department of Community Planning and
Development.
3. Approval of any additional development
by the Planning Commission.
4. Install sidewalk and street lighting on
Highland Avenue as required by the
Department of Engineering Services.
5. Conformance to the Flood Hazard
Reduction provisions of the City Code
as required by the Department of
Engineering Services.
6. Construct a 6' block wall to connect to
the existing 6' block wall at the south
property line.

Staff Recommendation: APPROVAL

PROTESTS: 2

Nolen -
APPROVED as recom-
mended by staff and
Planning Commission.
Unanimous
(Briare & Levy
excused)

Clerk to notify
and Planning to
proceed.

Lonnie Walston
appeared

APPROVED AGENDA ITEM

To: The City Council
 Re: Community Planning and Development Agenda Item
 September 7, 1983 City Council Agenda

X.

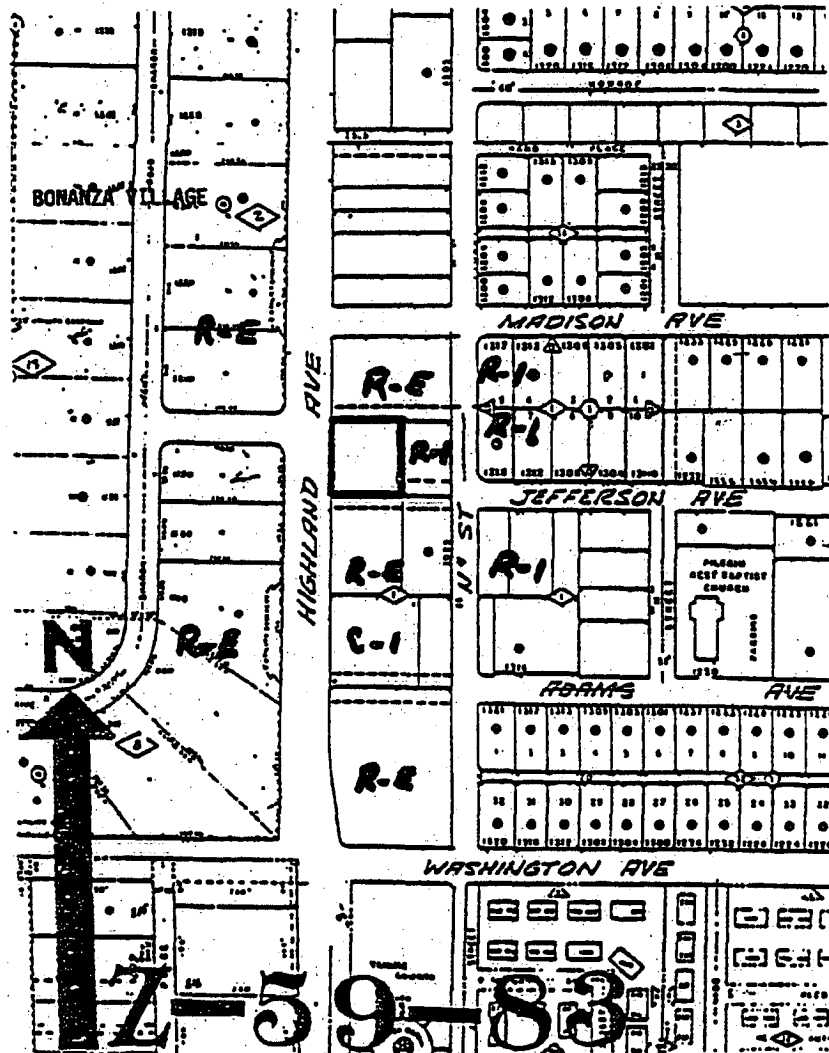
H. ABEYANCE ITEM - ZONE CHANGE - Z-59-83 - LONNIE WALSTON

This item has been held in abeyance for two meetings because each time there has been no representation of the applicant. The request is to rezone this property from R-E to C-1 for a small commercial development. There is existing C-1 to the south on Highland. The Bonanza Village Subdivision exists on the west side of Highland and there is R-1 to the east. The request is in accordance with the C-1 pattern on this segment of Highland Drive.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 2 - Spoke at Planning Commission meeting



AGENDA*City of Las Vegas*

September 7, 1983

Page 46

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1449

I. PLOT PLAN REVIEW - Z-63-78 - ROBERT L. CONN

To allow 4 fourplexes on property generally located on the southeast corner of Washington Avenue and Tonopah Drive, R-3 Zone.

Planning Commission recommends APPROVAL (4-3 vote), subject to the following conditions:

1. Conformance to the amended plot plan and elevations.
2. Conformance to all of the other conditions of approval of Z-63-78.
3. Construct a 6' decorative wall along the north property line in front of the buildings along Washington Avenue as required by the Department of Community Planning and Development.

Staff Recommendation: APPROVAL - For a maximum of 12 units

PROTESTS: 5

Nolen -
APPROVED as recommended by Planning Commission allowing 16 units.
Unanimous
(Briare & Levy excused)

Clerk to notify and Planning to proceed.

Robert Conn appeared on behalf of application.

No protestants appeared.

APPROVED AGENDA ITEM

To: The City Council
 Re: Community Planning and Development Agenda Item
 September 7, 1983 City Council Agenda

X.

I. PLOT PLAN REVIEW - Z-63-78 - ROBERT L. CONN

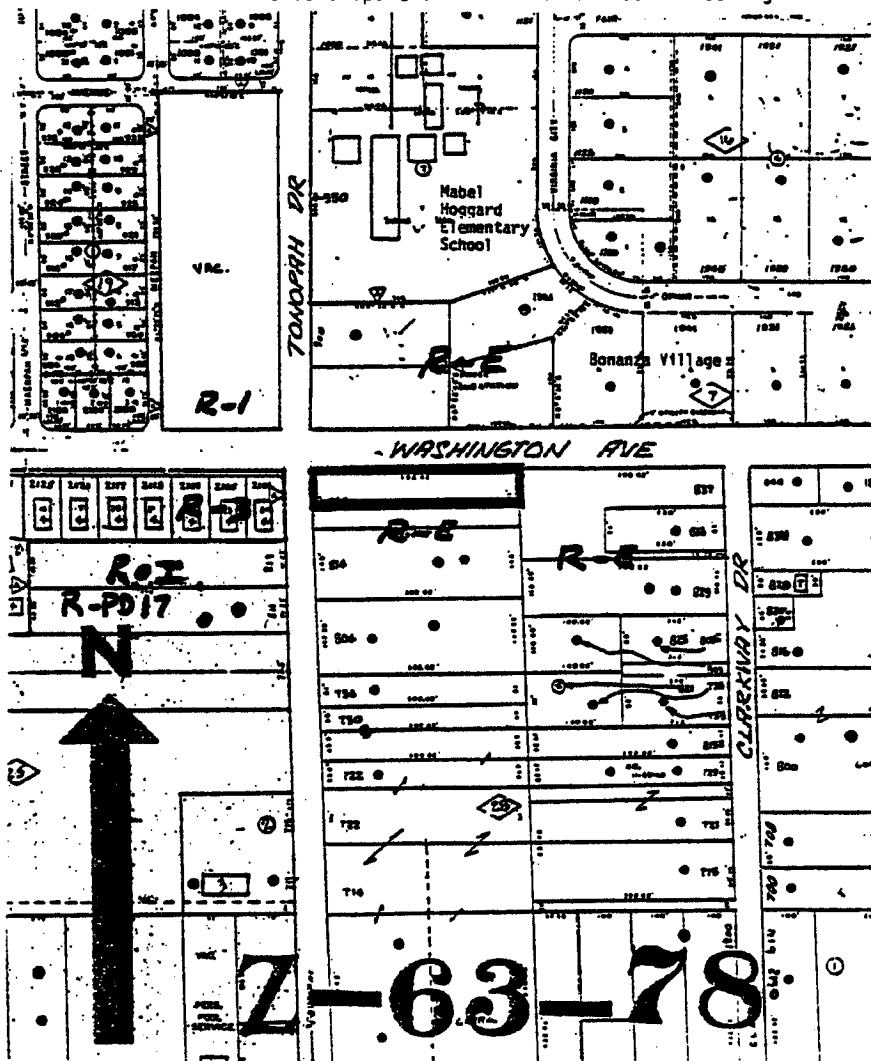
The request is for a plot plan review to allow one additional fourplex on this property. The original plan allowed three fourplexes and the applicant is requesting the additional one for a total of 16 units. The lot is slightly undersized to accommodate the 16th unit, however, it is within the criteria for an Administrative Variance, which was approved by the Planning Commission. The Bonanza Village Subdivision is located to the north and there is R-E development to the east and south. To the west is an existing apartment development and another one to the south is proposed. The increase in the number of units on this plan results in the side setback being reduced from 30' to the minimum of 6' from the south property line that abuts the R-E. In all other respects the parking and landscaping requirements would be satisfied.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - As requested by the applicant.

STAFF RECOMMENDATION: APPROVAL - For a maximum of 12 units as shown on the original plot plan.

PROTESTS: 5 - 1 Letter

4 Persons spoke at Planning Commission meeting



AGENDA

City of Las Vegas September 7, 1983 0258

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 47

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1456

J. ZONE CHANGE - Z-66-83 - W. G. STONE, M.D.

Reclassification of property generally located on the southwest corner of Kingsbury Lane and Pinto Lane.

From: R-1 (Single Family Residence)

To: P-R (Professional Offices & Parking)

Proposed Use: Offices

Planning Commission recommends DENIAL (5-2 vote). If approved, following are the recommended conditions:

1. Resolution of Intent with a twelve (12) month time limit.
2. Dedication of a 15' radius at the intersection of Kingsbury Lane and Pinto Lane as required by the Department of Engineering Services.
3. Install sidewalk and street lighting on Kingsbury Lane and Pinto Lane as required by the Department of Engineering Services.
4. Access from Kingsbury Lane only with a 20' setback on Pinto Lane and a decorative wall 4' high and the area between the wall and Pinto Lane landscaped.

Staff Recommendation: DENIAL

PROTESTS: 5

ABEYANCE until
9/21/83 Meeting

NOTE: This application to be Item A on 9/21/83 Planning agenda.

9/21/83 Agenda

Atty. Mike Leavitt and Ken Templeton appeared on behalf of applicant.

Gilda Lee Painter, 1921 Pinto Lane, appeared in opposition.

APPROVED AGENDA ITEM

To: The City Council
 Re: Community Planning and Development Agenda Item
 September 7, 1983 City Council Agenda

X.

J. ZONE CHANGE - Z-66-83 - W. G. STONE, M.O.

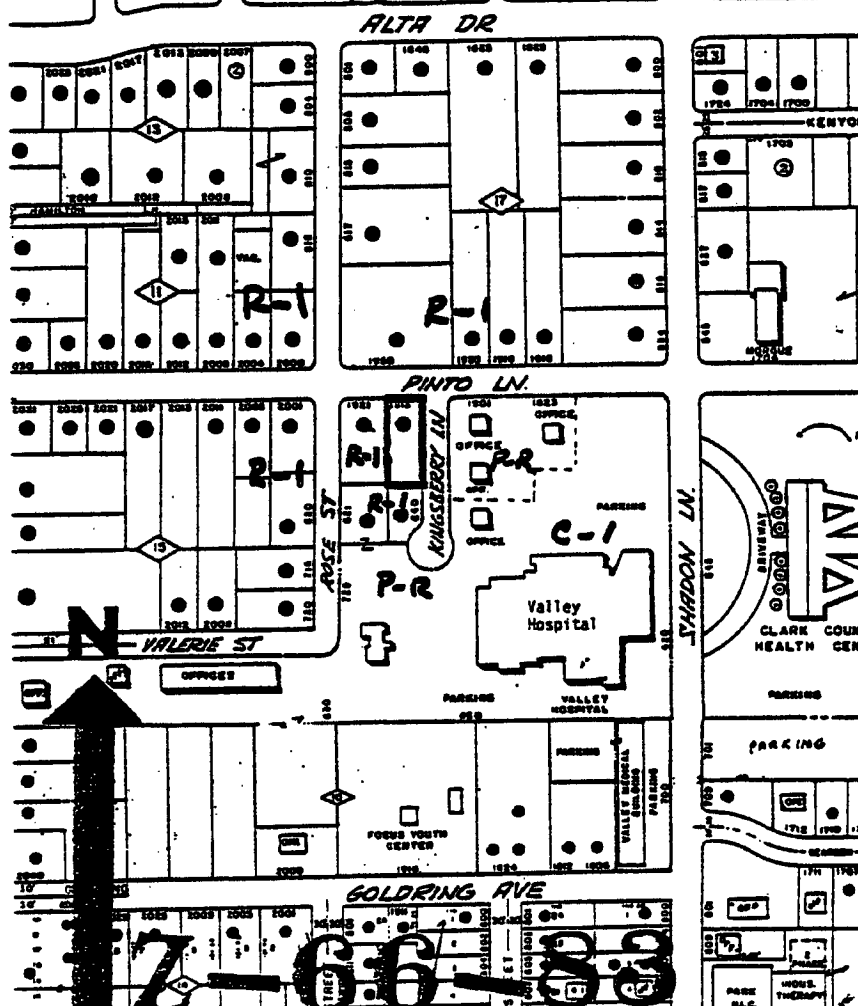
The request is to rezone this property from R-1 to P-R for a doctor's office (psychiatry). This parcel is at the entrance of Kingsbury Lane which is a short cul-de-sac off Pinto Lane. There is another residential property to the south and the properties on the east side of Kingsbury have been approved for P-R but are tied into the Valley Hospital complex and all access is through that development. To the north of this property across Pinto Lane are single family homes and there is developed R-1 to the west. The Special Activity Center Land Use Plan adopted for this general area indicates this property, the one to the south and the two to the west are to be part of the Valley Hospital expansion. It was intended that these properties would only transition to P-R use if they were part of the Valley Hospital complex which would result in less impact on the adjoining R-1 area because all access would be from the hospital property. If these properties are rezoned to P-R on an independent basis, it will result in signs and traffic on the residential streets which will have adverse affects on the surrounding R-1 properties. The residents in the abutting properties to the west and south are in protest to this application.

PLANNING COMMISSION RECOMMENDATION: DENIAL - Contrary to the intent of the adopted Special Activity Center Plan.

STAFF RECOMMENDATION: DENIAL

PROTESTS: 5 - 4 Letters

1 Person spoke at Planning Commission meeting



AGENDA*City of Las Vegas*

September 7, 1983

CITY COUNCIL

Page 48

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**1509
1533**K. ZONE CHANGE - Z-65-83 - CAROLYN THRESHER AND
GRETA STOLZLECHNER**

(2 & 3)

Reclassification of property generally
located on the northeast corner of Buckskin
Avenue and Lorenzi Boulevard.

From: R-E (Residence Estates)

To: R-D (Single Family Residence,
Restricted)

and R-1 (Single Family Residence)

Proposed Use: Medium Low Density Detached
Single Family ResidentialPlanning Commission recommends APPROVAL (5-2
vote), subject to the following condition:

1. The south 170' be zoned R-D and the
remainder R-1.

Staff Recommendation: APPLICATION BE
AMENDED TO R-D

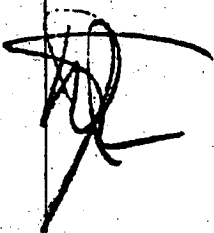
PROTESTS: 129

Christensen -
TABLED until 9/21/83
Meeting.
Unanimous
(Briare & Levy
excused)

Clerk to notify

Karsten Bronken
and Paul May
appeared on
behalf of
application.

Protestants were:

Jay Roberts
Elizabeth Adams
Richard SchroederNOTE: Lurie
requests Clerk to
prepare transcript
of this item for
review by Briare
and Levy.NOTE: This appli-
cation to be Item B
on 9/21/83 Planning
agenda.**APPROVED AGENDA ITEM**

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

0261

To: The City Council
Re: Community Planning and Development Agenda Item
September 7, 1983 City Council Agenda

X.

K. ZONE CHANGE - Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

The request is to rezone this 28.5 acre parcel from R-E to R-O and R-1. There are 16 R-D and 107 R-1 lots proposed for a total of 123. Several meetings ago an application for R-1 and R-CL was denied on this property for 194 lots. The applicants did not have to wait the four month time period because this new application is requesting lower density zoning. This parcel abuts the R. E. Tobler Elementary School to the east and the Las Vegas Valley Water District to the north. North of that is R-1 and R-CL on the relatively large Collins Brothers development. To the west is a vacant strip of R-E zoned land that was required when the R-1 and R-PD20 was approved to the west of this strip. To the south is R-E zoned land in the County which is predominantly developed. At the Planning Commission meeting the representative of the applicants indicated the proposed homes would range in size from 1,450 square feet to 1,600 square feet on the R-1 lots and the homes would be larger on the R-O lots. The row of R-D lots along Buckskin is to provide for the transition from the R-E to the south to the R-1 to the north.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Compatible with the surrounding zoning pattern.

STAFF RECOMMENDATION: APPLICATION BE AMENDED TO R-O

PROTESTS: 129 - 4 Letters

4 Persons spoke at Planning Commission meeting
6 Persons in audience at Planning Commission meeting
Petition with 115 signatures

SEE ATTACHED PAGE FOR IMPACT DATA ON SCHOOLS, FIRE SERVICES AND TRAFFIC

LOCATION MAP ALSO ATTACHED

K. ZONE CHANGE - Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNERIMPACT DATA - SCHOOL, FIRE SERVICES AND TRAFFIC DATA:SCHOOL DATA:

<u>Schools</u>	<u>Based on R-D & R-1 as requested by the applicant</u>	<u>Based on this request plus approved Collins Bros. development (800 units) to the north</u>
R.E. Tobler Elementary School Current enrollment = 623 Operational capacity = 655		
No. of Students from this project	25	188
Over or under operational capacity	8 under	155 over
Brinley Jr. High School Current enrollment = 1,189 Operational capacity = 1,308		
No. of Students from this project	9	65
Under operational capacity	110 under	54 under
Sixth Grade Center	5 bussed	34 bussed
Western High School Current enrollment = 2,060 Operational capacity = 2,354		
No. of Students from this project	12	93
Under operational capacity	282 under	201 under

FIRE SERVICES DATA:

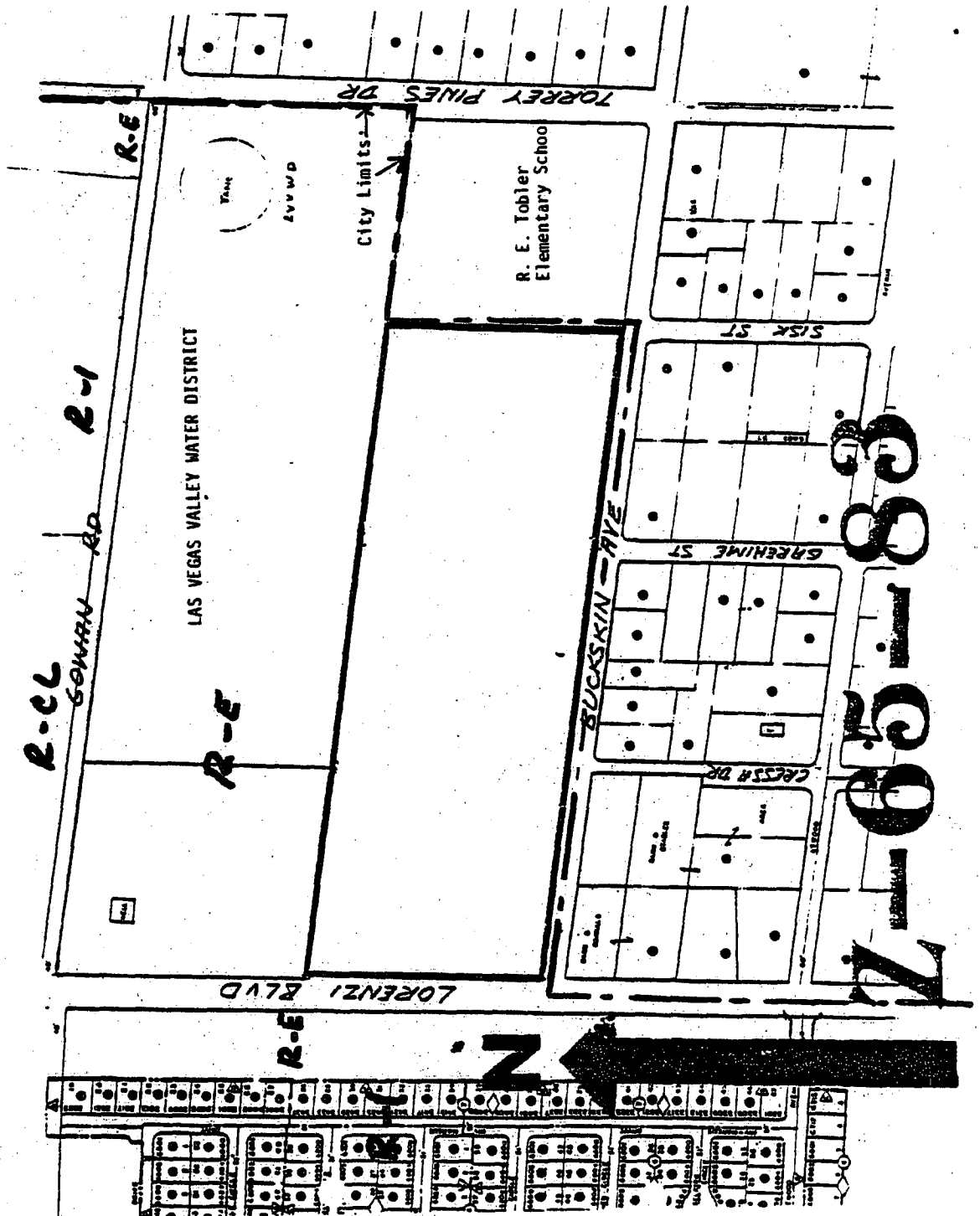
Fire Station #9 serves this area at Lone Mountain between Rancho Drive and Rainbow Boulevard. There is one fire engine and one pumper that are manned by 5 employees at all times. The response time is approximately 5 minutes.

TRAFFIC DATA:

	<u>Based on R-D & R-1 as requested by the applicant</u>
No. of Trips Per Day	1,230

The ultimate carrying capacity of Lorenzi Boulevard and Torrey Pines Drive, when improved, will be 15,000 cars per day. According to the Traffic Engineer both streets carry very low volumes at this time.

K. LOCATION MAP - Z-65-83



0264

Las Vegas City Commission
400 Stewart Ave
Las Vegas, Nev. 89102

August 24, 1983

RE#Z-65-83

In view of the drainage problem created by the high density development in our area and due to the property concerned being one of the last in the area for RE, we request the rezoning be denied. The water district property is a natural barrier between the Collins development and the RE.

Traffic and water drainage are impossible and the problem should not be compounded.

Houses in this area were sandbagged during the last storm due to the water going down Torrey and Howard which has never happened before.

RECEIVED

AUG 31 3 30 PM '83

CITY CLERK

Lou Adams
3740 N. Torrey Pines

X. K.

0265

Las Vegas City Commissioners
 400 Stewart Ave.
 Las Vegas 89101

RECEIVED

8-6-83

AUG 31 3 30 PM '83

CITY CLERK

Honorable Commissioners:

I assure you have taken into account all of our points in the planning commission hearing and will not repeat.

However, my main objective to this zone change is the fact that there is no transition to speak of. The row of lots on Buckskin, proposed to be RD will most likely never sell, so who knows how long it will be before there is even a stab at transition. I feel that RD zoning, if a change is necessary would be a very fair compromise, this was planned by our staff recommendations and we hope you'll agree.

Thank you

Lizbeth Shaw

6585 Stwood

Las Vegas 89108

645-3277

**THE FOLLOWING
PAGE(S) ARE
ILLEGIBLE/POOR
QUALITY**

Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, Nevada 89101

RECEIVED

Re: #Z-65-83

Carolyn Thresher and Greta Stolziechner for
reclassification of property located on the
northeast corner of Buckskin Ave. and Lander
Blvd.

Aug 31 3 29 PM '83

CITY CLERK

From: R-2 (Residence Estates)
To: R-2 (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

Proposed use: Medium Low Density Detached
Single Family Residential

We the undersigned, hereby register our opposition to the above
proposed zone change for the following reasons:

1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire neighborhood.

Wherefore, we respectfully request that the application be denied.

Name	Address	Zip Code	Phone
Jack N. Oden	3340 N. Sisk Rd	89108	645-2707
Harold Ballentine	3385 N. Sisk Rd	89108	645-4163
Samuel B. Hill	3260 N. Torrey Pines	89108	645-0014
Mr. Mrs. Frank Jones	6451 Buckskin Ave	89108	645-4578
Mr. & Mrs. Richard B. Hawley	6464 W. Atwood	89108	645-5219
Vicki L. Borders	6630 Atwood Ave	89108	645-5291
Mike Hardin	3235 Garfield	89108	645-6498
Sally Thomas	6545 W. Atwood Ave	89108	645-7796
James M. Thomas	6545 W. Atwood Ave	89108	645-7796
Monty C. Hill	6540 Atwood Ave	89108	645-6715
Paul Dwyer	3265 Garfield St	89108	645-6743
Christel Slattery	3265 N. Garfield	89108	645-6793
Jandra L. Duplett	3360 N. Garfield	89108	645-1014
J. L. Duplett	3360 N. Garfield	89108	645-1014
Carolyn Lutz	3246 N. Serene	89108	645-4172
Robert Lutz	3246 N. Serene Dr	89108	645-4172
Robert Lutz	3240 N. Serene Dr	89108	645-5309
Richard Weber	6600 W. Chrysalis	89108	645-6713
John Adams	6505 Atwood	89108	645-7849
William Adams	6505 Atwood	89108	645-3244

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

0267

Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, Nevada 89101

Re: #Z-65-83

Carolyn Thresher and Greta Stolzlechner for
reclassification of property located on the
northeast corner of Buckskin Ave. and Lorenzi
Blvd.

From: R-E (Residence Estates)

To: R-D (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

Proposed use: Medium Low Density Detached
Single Family Residential

We the undersigned, hereby register our opposition to the above
proposed zone change for the following reasons:

1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire neighborhood.

Wherefore, we respectfully request that the application be denied.

Name	Address	Zip Code	Phone
Theresa Barnes	3265 N. Lake Rd	89108	645-6024
John Adams	3740 N. Torrey Pines	89108	645-1157
Mary Jane Fisher	3240 N. Serene	89108	645-5309
Donald J. Adams	3740 N. Torrey Pines	89108	645-1157
James E. Schrock	3340 N. Torrey Pines St.	89108	645-3040
James E. Schrock	3340 N. Torrey Pines St.	89108	645-3040
Monty Ortiz	3240 N. Lake Rd	89108	645-6628
Arthur King	3245 Torrey Pines	89108	
Christel Hallock	3265 N. Garbino St.	89108	
En-lisa Roberts	3395 N. Garbino	89108	

RECEIVED
AUG 31 3 29 PM '83
CITY CLERK

Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, Nevada 89101

Re: #Z-65-83

Carolyn Thresher and Greta Stolzlechner for
reclassification of property located on the
northeast corner of Buckskin Ave. and Lorenzi
Blvd.

From: R-E (Residence Estates)
To: R-D (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

Proposed use: Medium Low Density Detached
Single Family Residential

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1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire
neighborhood.

Wherefore, we respectfully request that the application be denied.

Name	Address	Zip Code	Phone
Carolyn Thresher	6316 Buckskin	89108	645-6684
Nellie C. Holly	6316 Buckskin	89108	645-6684
Jane Chandler	3425 W Mustang	89108	645-3233
Richard Chandler	3425 W Mustang	89108	645-5233
Monty Wayne	6336 Buckskin Rd	89108	645-4923
Chris Peris	6345 Buckskin Rd	89108	645-5275
Mrs. Mrs. Jacoby	6345 Buckskin Rd	89108	645-3427
Rabat M. Wayne	6336 Buckskin Rd	89108	645-7923

RECEIVED
AUG 31 3 29 PM '83
CITY CLERK

0269

Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, Nevada 89101

Re: #2-65-83

Carolyn Thresher and Greta Stolzlechner for
reclassification of property located on the
northeast corner of Buckskin Ave. and Lorenzi
Blvd.

From: R-E (Residence Estates)

To: R-D (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

Proposed use: Medium Low Density Detached
Single Family Residential

We the undersigned, hereby register our opposition to the above
proposed zone change for the following reasons:

1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire neighborhood.

Wherefore, we respectfully request that the application be denied.

Name	Address	Zip Code	Phone
Marie Wilson	6620th Cheyenne Rd	89108	645-6713
Antoinette Pette	3360 N. Sisk Rd	89108	645-1890
Paul Pette	3360 N. Sisk Rd	89108	645-1890
John R. McQuary	3386 N. GARETHME ST.	89108	645-6586
Virginia & Susan	3265 N. SISK Rd	89108	645-6624
Larry Roberts	3385 N. GARETHME ST.	89108	645-6401
Steve Jones	3264 N. Garethme St	89108	645-3590
Janet & Michael	6465 Atwood Ave	89108	645-6887
Robert & Barbara	6630 Atwood Ave	89108	645-5291
Robert & Barbara	6485 Atwood	89108	645-6666

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AUG 30 3 29 PM '83
CITY CLERK

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, Nevada 89101

0270

Re: #2-65-83

Carolyn Thresher and Greta Stolzlechner for
reclassification of property located on the
northeast corner of Buckskin Ave. and Lorenzi
Blvd.

From: R-E (Residence Estates)

To: R-D (Single Family Residence, Restricted) and

R-1 (Single Family Residence)

Proposed use: Medium Low Density Detached
Single Family Residential

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2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire neighborhood.

Wherefore, we respectfully request that the application be denied.

Name	Address	Zip Code	Phone
Franklin E. White	6805 Selkirk Cir	89108	645-0759
Franklin E. White	6800 Selkirk Cir	89108	645-0739
Mr. A. White	6812 Selkirk Cir.	89108	645-6894
Dorothy White	6812 Selkirk Cir.	89108	645-6894
Alfred X. Bacon	6809 Selkirk	89108	645-4794
Walter X. Bacon	6809 Selkirk		645-4794
Vernon Connor	6805 Selkirk Cir.		
Valerie Connor	6805 Selkirk Cir.		
Bernice Moore	6801 Waterhen Cir.		
Stephen D. Davis	6805 WATERHEN CIR		645-8357
Marian Wilson	6820 Waterhen Cir.		645-5120
Phil Wilson	6820 " "		" "
Frank H. Bell	6812 WATERHEN		645-3078
Phyllis McNeill	" "		" "
Brian Ruane	6808 Waterhen Cir.		645-4896
John H. Ruane	6800 Waterhen Cir.		
John H. Ruane	6804 Selkirk		645-0535
Paul Ruane	" "		" "
James G. Conato	6812 White Shell Cir		645-0792
Joe C. Conato	6813 White Shell		" "
Thomas Hayes	6817 White Shell		645-1063
Heather Blacker	6821 White Shell Cir.		645-1539
James Blacker	6821 WHITE SHELL CIR		645-1529
Don Wilson	6825 White Shell Cir		645-3608

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

0271

Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, Nevada 89101

RECEIVED

Re: #Z-65-83

Carolyn Thresher and Greta Stolzlechner for
reclassification of property located on the
northeast corner of Buckskin Ave. and Lorenzi
Blvd.

CITY CLERK

From: R-E (Residence Estates)

To: R-D (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

Proposed use: Medium Low Density Detached
Single Family Residential

We the undersigned, hereby register our opposition to the above
proposed zone change for the following reasons:

1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire neighborhood.

Wherefore, we respectfully request that the application be denied.

Name	Address	Zip Code	Phone
Kathleen Meyer	6275 W. Tower	89108	645-5331
3538 Maverick	89108	645-4984	
Torrie St. John	3585 Maverick	89108	645-4984
John C. Allen	3537 Maverick	89108	645-3240
Mary E. Allen	3537 MAVERICK	89108	645-3240
Don C. Allen	3441 MAVERICK	89108	645-6780
3425 N. MAVERICK	89108	645-4842	
ML Muffetto	3425 N. MAVERICK	89108	645-4842
3425 N. MAVERICK	89108	645-4842	
U. Calaport	3425 N. MAVERICK	89108	645-4842
C. Durkin	3425 N. MAVERICK ST.	89108	645-4842
Officer	" "	" "	" "
Mary E. Allen	3530 N. MAVERICK	89108	645-3749
3538 MAVERICK	89108	645-3332	
3538 MAVERICK	89108	645-5332	
6153 Cambridgewood CT	89108	645-6317	
6153 Cambridgewood	89108	645-6317	
3275 MUSTANG	89108	645-5332	
3267 TORREY PINES	89108	645-5378	
3245 N. TORREY PINES	89108	645-6138	
3245 N. TORREY PINES	89108	645-6138	
3245 N. TORREY PINES	89108	645-6738	
6390 W. Torrey Pines	89108	645-4184	

0272

Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, Nevada 89101

Re: #Z-65-83

Carolyn Thresher and Greta Stolzlechner for
reclassification of property located on the
northeast corner of Buckskin Ave. and Lorenzi
Blvd.

From: R-E (Residence Estates)

To: R-D (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

Proposed use: Medium Low Density Detached
Single Family Residential

We the undersigned, hereby register our opposition to the above
proposed zone change for the following reasons:

1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire neighborhood.

Wherefore, we respectfully request that the application be denied.

Name	Address	Zip Code	Phone
<i>John R. Ruben</i>	<i>6484 Alameda Ave</i>	<i>89108</i>	<i>645-5182</i>
<i>Paul Stewart Ruben</i>	<i>6484 Alameda Ave</i>	<i>89108</i>	<i>645-5182</i>
<i>Clarence W. Pearson</i>	<i>3264 Sisk</i>	<i>89108</i>	<i>645-3319</i>
<i>Disen G. Nelson</i>	<i>3250 Sisk Rd</i>	<i>89108</i>	<i>645-3027</i>
<i>Paul E. Nelson</i>	<i>"</i>	<i>"</i>	<i>"</i>

CITY OF LAS VEGAS
RECEIVED

SEP 10 1983
CITY CLERK

0273-

Re: #2-65-83

From: R-E (Residence Estates)
To: R-D (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

We the undersigned, hereby register our opposition to the above proposed zone change for the following reasons:

- Wherefore, we respectfully request that the application be denied.

RECEIVED
SEP 15 10 13 AM '94
CITY CLERK

0274

Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, Nevada 89101

Re: #Z-65-83

Carolyn Thresher and Greta Stolzlechner for
reclassification of property located on the
northeast corner of Buckskin Ave. and Lorenzi
Blvd.

From: R-E (Residence Estates)

To: R-D (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

Proposed use: Medium Low Density Detached
Single Family Residential

We the undersigned, hereby register our opposition to the above
proposed zone change for the following reasons:

1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire
neighborhood.

Wherefore, we respectfully request that the application be denied.

Name	Address	Zip Code	Phone
From: Carolyn Thresher and Greta Stolzlechner	21044 Hwy 1, 21044 Hwy 1	89101	89101
Carl H. Haskins	2217 Hwy 1, 2217 Hwy 1	89101	89101
Marlene Haskins	6820 Hwy 1, 6820 Hwy 1	89101	89101
Mr. & Mrs. Rapp	1524 Hwy 1, 1524 Hwy 1	89101	89101

RECEIVED
SEP 15 1983
CITY CLERK

0275

[illegible]

RECEIVED
SEP 5 9 45 AM '83
CITY CLERK

Name	Address	Zip Code	Phone
[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]
[Illegible]	[Illegible]	[Illegible]	[Illegible]
Ronald Davis	6165 W. Bucklekin	89108	645-7744
Basil Lark	6155 N. Gowan	89108	645-3149
Louise [Illegible]	3250 Sisk St	89101	645-3629
William Smith	6160 W. GOWAN	89108	645-7798
Bessie W. Dixon	6160 W. Gowan Rd.	89108	645-7798
Eva Smith	6160 W. Gowan Rd	89108	645-7798
Elvis [Illegible]	6160 W. Gowan Rd	89108	645-7798

RECEIVED
 SEP 5 8 45 AM '83
 CITY CLERK

0277 -

RECEIVED

Carolyn Thresher and Greta Stolzleiner 906
reclassification of property located on the
northeast corner of Buckskin Ave. and Lorenzi
Blvd.

CITY CLERK

From: R-E (Residence Estates)
To: R-D (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

We the undersigned, hereby register our opposition to the above proposed zone change for the following reasons:

1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire neighborhood.

Name	Address	Zip Code	Phone
Jean	6094 Belvue	89102	645-3400
Linda McCandless	1570 W. Rock St.	89102	645-1005
Karen Cullins	6486 W. Brooks	89102	645-0436
Mary Sue	6441 Brydson Ave	89102	
Doreen Zaba	6489 Buchanan	89108	645-8375
Rita	3100 Ramrod St		645-4490
Tech Dunslee	3100 Ramrod St	89108	645-4490
Ruth E Martine	3120 RAMROD ST	89108	645-6571
Karin Martine	3120 RAMROD ST	89108	645-6571
Jim Fitch	3140 Ramrod	89108	645-3415
Chris H. Foster	3140 Ramrod	89108	645-3415
Eddie Berner	3160 Ramrod	89108	645-2458
Jan Baird	3160 Ramrod	89108	645-2458
Nancy Davis	3180 Ramrod	89108	645-4034
Claudia Davis	3180 Ramrod	89108	645-4034

0278

RECEIVED

Carolyn Thresher and Greta Stolzechner, Gays A
reclassification of property located on the
northeast corner of Buckskin Ave. and Lorenzi
Blvd. CITY CLERK

CITY CLERK

**Proposed use: Medium Low Density Detached
Single Family Residential**

1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire neighborhood.

[illegible]

Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, Nevada 89101

RECEIVED

Re: #Z-65-83

Carolyn Thresher and Greta Stolzlechner for
reclassification of property located on the
northeast corner of Buckskin Ave. and Tropicana
Blvd.

SEP 9 9 45 AM '83

CITY CLERK

From: R-E (Residence Estates)
To: R-D (Single Family Residence, Restricted) and
R-1 (Single Family Residence)

Proposed use: Medium Low Density Detached
Single Family Residential

We the undersigned, hereby register our opposition to the above
proposed zone change for the following reasons:

1. Change the essential character of the neighborhood.
2. Severe overcrowding of schools.
3. Increase in traffic.
4. Increase of crime.
5. Increase in drainage problems.
6. Would do substantial injustice to the owners in the entire neighborhood.

Wherefore, we respectfully request that the application be denied.

Name	Address	Zip Code	Phone
1. Sidney Dunlap	3410 N. Torrey Pines	L.V. 89108	645-3613
James Dunlap	3410 N. Torrey Pines	L.V. 89108	
Thomas Dunlap	3410 N. Torrey Pines	L.V. 89108	
James J. Ames	3440 N. Torrey Pines	L.V. 89108	645-5242
James Zanker	3490 N. Torrey Pines	L.V. 89108	645-6875
Richard W. Zanker	3490 N. Torrey Pines	L.V. 89108	
David W. Pendleton	3534 Torrey Pines Dr.	L.V. 89108	
Donald Shaw	3524 N. Torrey Pines	L.V. 89108	
Ray Jensen	3588 N. Torrey Pines	L.V. 89108	
Ray Jensen	3588 N. Torrey Pines	L.V. 89108	
Ray Jensen	6375 W. Gowen Rd.	89108	645-6612
Ray Jensen	6375 W. Gowen Rd.	89108	645-6612
Clara Jensen	3535 North Mustang Road	L.V. Nev.	
Walter J. Dawson	3338 N. Mustang	L.V. Nev.	
Charles J. Dawson	"	"	"
Ray Jensen	3336 Mustang	L.V. Nev.	
Ray Jensen	3336 Mustang	L.V. Nev.	
Ray Jensen	3336 Mustang	L.V. Nev.	
Ray Jensen	3355 Mustang	L.V. Nev.	
Ray Jensen	3355 Mustang	L.V. Nev.	
Ray Jensen	3311 Mustang	L.V. Nev.	
Ray Jensen	3375 N. Mustang	L.V. Nev.	
Ray Jensen	3375 N. Mustang	L.V. Nev.	

0280

Bennett, Luther 3321 N. 1st Ave.
Kerr, I. L. 5911 8th
W. L. H. 5911 8th
Tully 5911 8th
W. L. H. 5911 8th

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 1

MAYOR PRO-TEM LURIE:

Page 48, Item K, Zone Change Z-65-83. This is a reclassification of property generally located on the northeast corner of Buckskin Avenue and Lorenzi Boulevard from R-E to R-D and R-1. The Planning Commission recommendation was for approval with a five to two vote; the staff recommendation is that the application be amended to R-D. We have 129 protests. Is the applicant present? State your name and address for the record and proceed with the application. Mr. Foster, do you have anything you'd like to add? Is there anything you haven't already given us in the backup?

HAROLD FOSTER:

No. I think the only thing new was this petition.

KARSTON BRONKIN:

My name's Karston Bronkin, 1880 Industrial Road, representing the applicant.

PAUL MAY:

Paul May, Helen Herr Realty, 2303 E. Sahara, representing the applicant.

MAYOR PRO-TEM LURIE:

The floor's yours. We going to listen to the application. This is the second time it's been before us. You can give us the necessary changes that you're recommending today.

KARSTON BRONKIN:

The original application was for R-E, R-CL, which was high density. The application has been resubmitted from R-E to R-1. The R-1 lots are largely around 6500 sq. ft. We can reduce the lot numbers down to 123 lots. In my personal opinion, I think it's a viable subdivision.

MAYOR PRO-TEM LURIE:

Paul, do you have some comments?

PAUL MAY:

Thank you, Mr. Mayor Pro-Tem. To give you perhaps a little better idea of it, this is an entire section with Torrey Pines dividing the County area, also master planned R-E with a very minor exception here on Jones. On this side, you have Collins which is R-CL, up here R-1, R-D, etc. Then immediately contiguous to this property to the north is 37-1/2 acres that's owned by the Las Vegas Valley Water District. It is a well field. I suspect it will stay in free well form until perpetuity because they aren't noted for selling property, Number One, except on rare occasions. Number Two, it is a well field and used as a source of additional water to serve the Las Vegas Valley area. The protestors for the most part live in this R-E area. To the south of the property we're asking for rezoning on, there are a total of 29 homes in that area, nine of them they have for sale signs on them. There are some beautiful homes in that area and certainly, I can understand their feeling that those beautiful homes should be built on R-E Estates. The property north of there, 28-1/2 acres; however, with the economic situation, it certainly does not allow a developer to merchandise large homes on large lots. I'll stand by to answer any questions.

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 2

- MAYOR PRO-TEM LURIE: The original application, Harold, that was submitted was for 194 lots and this one shows 123, so if they were to develop it on staff's recommendation of R-D, how many lots would be developed.
- HAROLD FOSTER: Around 80, 85. It would be in that area.
- MAYOR PRO-TEM LURIE: Does the Council have any questions of Mr. Bronkin and Mr. May? (No response.) Now, I'll hear from the protestants. Do you have a spokesman, one or two?
- JAY ROBERTS: My name's Jay Roberts. My address is 3385 Garehime and I'm right here on the corner of Garehime and Buckskin. My major problem with this development is putting 120 houses on approximately 30 acres in an area that is basically isolated on two sides, one the Water District the other one school. Now, we have Tobler Elementary School here right now, which just opened last year. At this time it is already overcrowded and it has about a half dozen portable classroom units on it. Another concern I have is the additional traffic that will be caused down Lorenzi, Garehime, Buckskin with bringing all of those people into that area. Right now, we're fairly isolated, and this obviously, you know, could cause some problems there with that restricted area to get into the development.
- COUNCILMAN CHRISTENSEN: I'd like to ask one question.
- MAYOR PRO-TEM LURIE: Councilman Christensen.
- COUNCILMAN CHRISTENSEN: How long has Tobler School been open -- one year?
- JAY ROBERTS: I believe it's in its second year right now, sir.
- COUNCILMAN CHRISTENSEN: Where did they go to school before Tobler was opened?
- MAYOR PRO-TEM LURIE: Paul Culley.
- COUNCILMAN CHRISTENSEN: Paul Culley.
- MAYOR PRO-TEM LURIE: That's off of Lorenzi and Washington.
- COUNCILMAN CHRISTENSEN: I know where it is.
- MAYOR PRO-TEM LURIE: Thank you. Name and address for the record, please.
- ELIZABETH ADAMS: Okay. My name is Elizabeth Adams and I live at 6505 Atwood, which is one block south of --
- MAYOR PRO-TEM LURIE: Before you start, I did try to call you back and you didn't answer your telephone.
- ELIZABETH ADAMS: You did try to call me back?

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 3

- MAYOR PRO-TEM LURIE: Yes. Didn't you call when we had some floods?
- ELIZABETH ADAMS: Oh, my mother-in-law called. Did you try to call her back?
- MAYOR PRO-TEM LURIE: I sure did. Would you try next time she calls to call her back more than once. I mean, we're not home all the time.
- MAYOR PRO-TEM LURIE: No, a couple of times I did.
- ELIZABETH ADAMS: You did?
- MAYOR PRO-TEM LURIE: Sure.
- ELIZABETH ADAMS: She works during the day.
- MAYOR PRO-TEM LURIE: Will you tell her I tried to call her back?
- ELIZABETH ADAMS: I'll tell her, but she'll still say you should have tried to call her again. But if you'll take my number, I'll guarantee, I'll get ahold of her and I'm home more than she is when I'm not hanging around here. But anyway, before I even get to my list that I have here, they just said that you had 129 complaints. Did that include petition signatures?
- MAYOR PRO-TEM LURIE: Yes. These petitions we have, I would hope that we had 129. I didn't count each one, but staff usually goes through and puts them down.
- ELIZABETH ADAMS: We had a little problem before. We weren't sure how much weight these petitions held anyway and some of us have spent hours and hours and hours on these petitions, but anyway, since that seemed to be the protocol and the general thing people do, and we wanted all the help we could get, we went out and raised all these signatures. Well, I had this little girl in the office of the Commissioners -- real nice girl -- and she had this little stamp there, and so I made her stamp my copy and for some reason, I had 223 of these.
- MAYOR PRO-TEM LURIE: Okay. Well, I have one that's stamped too, so maybe the --
- ELIZABETH ADAMS: Well, I swear I did not duplicate this little stamp and I've got them all here and I just brought them just for fun because I just thought, you know, if there's a few numbers off, 100 numbers, what the heck.
- MAYOR PRO-TEM LURIE: Harold, did you get all the same ones that we did?
- HAROLD FOSTER: How those are counted are basically from the property. If a husband and wife sign two lines, we count it as one. It's by property.
- MAYOR PRO-TEM LURIE: We'll take your word for it. We'll take your word for it.

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 4

ELIZABETH ADAMS: Oh, I see.

COUNCILMAN CHRISTENSEN: The reason we do that, count those petitions that way, is very frequently the husband signs and the wife signs, but they're the same handwriting too.

ELIZABETH ADAMS: Oh, yes, but see I go back and get them.

COUNCILMAN CHRISTENSEN: So we assume that that's one property.

ELIZABETH ADAMS: I agree, but I caught the Nelsons doing that on mine, and I crossed his out as he had signed it already, somebody else had caught him up the road.

MAYOR PRO-TEM LURIE: I'm glad that we're almost at the end of the agenda; otherwise, I have to cut down some of the remarks.

ELIZABETH ADAMS: Okay, I'm sorry. Alright, I hate to bring up the Collins Development again, but there on your little map behind the row of R-E people that are surviving alone there on Torrey Pines, just to the west of it, Collins has gone in there and put a large development, or he's trying to. When Mr. Collins started that development, we were terrified, and 400 and something of us at one time and 300 hundred and something of us at another time just threw a fit and came down here and spent all our time and efforts and so on. Mr. Collins still -- he really wanted that out there and so it got it. Fine. But I don't think he realized at the time, and I'm not just screaming flood control again, because I know that you guys get nervous and we know you really try to call us back now. That makes me feel better. But the thing is, flood control is important out there. This is pictures that were taken on our first nasty flood there in August. Can you guys take a peak at them?

MAYOR PRO-TEM LURIE: I drove out there and looked at it. It was kind of bad.

ELIZABETH ADAMS: Did you? Oh, you're just trying to be a nice guy.

MAYOR PRO-TEM LURIE: Well, I know, but I didn't see anybody out there.

ELIZABETH ADAMS: I appreciate that.

MAYOR PRO-TEM LURIE: But it was bad. I'll admit it was bad. That's why I didn't stop. I didn't want to run into you.

COUNCILMAN NOLEN: I might mention that we were talking about kids like to ride their bicycle, when I went out and looked at it, I noticed the kids on great big giant wooden telephone company wire things rolling them down the middle of the street.

ELIZABETH ADAMS: Yes, we do a lot out there.

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 5

COUNCILMAN NOLEN:

Yes, I saw that.

ELIZABETH ADAMS:

They trick or treat without their mothers out there too, I'll tell you right now. Anyway, we have this mess out there. It was never this bad, of course, until this year, and we feel a lot of it had to do with the fact that Mr. Collins made his big teepee on land out there. But even though, I don't think Mr. Collins realized at the time that he went out there that he was going to have to spend all this extra money on these flood control provisions which we appreciate the flood control department making him do. That's really nice. But I just thought these guys should be reminded that, you know, it's not going to be that simple to go out there and just ignore the other flood conditions, because we're not going to let it go even if they win this thing. We'll be paying very close attention to them and we're going to want to know just exactly why the water's all flowing down my street, okay. And the next thing I wanted to bring up was that these guys keep coming back and, you know, that's really fine because it's a free country and I'm really glad to live here, but I want to know if they're really trying to wear us down and everything because each time it's harder to get people down to these meetings, each time it's harder to get people to go out and circulate petitions. I've got three boys. I can't even hire a babysitter. I mean, they are unbabysittable. For me to get out of the house and go out and round up petitions, it's not easy. It is a very time consuming thing. All of us have spent hours. I want to know if the next time we go out and fight these guys and since there is still a bunch of land out there that people are going to try to come in and cut up and everything, the next time we go out to put out petitions, can we just take a bunch of petitions out that say like a general thing, like, "We want this land R-E," and then like have them sign like three, four, ten times whatever and save us some time when we do that.

MAYOR PRO-TEM LURIE:

We keep all these petitions on file and whatever type of information you want to submit to us on each application, I mean, we'll review it. It's just up to you how many times you want to go out and get petitions. These people have a right to come in and ask for a zone change. From the last time they were in they have four months. If it's denied this time, they have to wait a year, and then they can come back again.

ELIZABETH ADAMS:

Why?

MAYOR PRO-TEM LURIE:

It's all the things that -- we just have to sit and listen and determine what's best and what's compatible for the area.

ELIZABETH ADAMS:

Oh, I'm glad you feel that way because that's what we want too. Okay, anyway, the next thing I wanted to go on to was

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 6

- ELIZABETH ADAMS: the time -- oh, I already mentioned that. It takes us so many hours and all they have to do is come in, like you say, spend a few minutes signing an application for a petition. It takes them very little time to take up a great deal of our time and --
- MAYOR PRO-TEM LURIE: So far, I have two things that you've brought up -- flood control, number one, and you want the land to remain R-E. Okay?
- ELIZABETH ADAMS: Oh, you got my message. Okay, then another thing --
- MAYOR PRO-TEM LURIE: I'm sorry. I'm trying -- I'm trying to get --
- ELIZABETH ADAMS: I've got a suggestion.
- MAYOR PRO-TEM LURIE: Okay.
- ELIZABETH ADAMS: I won't talk too much. I have a suggestion.
- MAYOR PRO-TEM LURIE: I'm trying to help you out a little bit and speed up the process because I'm sure that there's some other people that want to talk.
- ELIZABETH ADAMS: Okay, I'll be good. The section that they wanted to put R-D and an R-1 behind it, we would like you to leave that section R-E as it is now and put behind it R-D. We feel that would be a fair compromise on our part. There's a nice size lot with an R-D. They can put any size house that they want to. We have a lot of small homes out there. We like small homes. There's nothing wrong with a small home. We just want fewer homes because we like the rural atmosphere.
- MAYOR PRO-TEM LURIE: What you saying is the Buckskin frontage R-E and behind it R-D.
- ELIZABETH ADAMS: Yes.
- MAYOR PRO-TEM LURIE: Well, okay.
- ELIZABETH ADAMS: Okay, and if they do win -- this is my last thing -- go ahead.
- MAYOR PRO-TEM LURIE: He asked you if that's what's proposed. What's proposed is R-D on the front lots and R-1 on the back.
- ELIZABETH ADAMS: R-D and R-1, and R-1 we feel are too many lots. And the last thing, if they do win -- there is that possibility, I'm sure. If they do win, all we ask is that they don't come in and do the dirt work and tear the land out like Collins did unless they're ready to build.

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 7

MAYOR PRO-TEM LURIE: Okay.

ELIZABETH ADAMS: So we've got this mess now. And I have one more letter that just came in. Can I add it to it?

MAYOR PRO-TEM LURIE: Just give it to the clerk. Thank you. You did a good job.

ELIZABETH ADAMS: Thanks.

MAYOR PRO-TEM LURIE: Anyone else that would like to come up and speak in opposition to the application?

RICHARD E. STRODER: My name is Richard E. Stroder. I live at 3340 N. Lorenzi. I've lived there since 1963, and I'm kind of speaking for Barbara and Dave Kent too because they had to go out of town and they asked me to talk for them too and I said I would. The thing is --

COUNCILMAN CHRISTENSEN: Where's 3340? Is that on the south side -- I mean the west side?

RICHARD E. STRODER: It's on the side where the Becker homes are.

COUNCILMAN CHRISTENSEN: It's the west side.

RICHARD E. STRODER: Yes. East side.

HAROLD FOSTER: Just south of Lorenzi.

RICHARD E. STRODER: (Goes to map.) This is my piece of property right here.

HAROLD FOSTER: On the east corner of Buckskin --

COUNCILMAN CHRISTENSEN: Okay. I got you.

RICHARD E. STRODER: It's a four-acre piece of property, but I bought out there years ago in order to have an Arabian horse ranch, and until this last year I was on the map as listed as an Arabian Horse Ranch. But we're not really trying to stop progress, but what we'd like to do, like Mr. Becker gave us R-D zoning all the way down Lorenzi from Gowan to Cheyenne. If the people along the back side could have R-E buffer zones with R-D lots behind it, it would sure be a lot nicer for the people that moved out there to have country living and that's what most of them did, even the people living right directly across the street from me. They say, "Boy, I sure do like to wake up in the morning and listen to your chickens crow," and I've got a bunch of them. But anyhow, that's the only thing that I want to say.

MAYOR PRO-TEM LURIE: Thank you. Is there anyone else in the audience that would like to speak in opposition to the application? (No response.) Okay, let the record show that we're going to close the hearing. Would you like to come up, Mr. Bronken and Mr. May and have any rebuttal to the comments that's been made?

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 8

- KARSTEN BRONKEN: Yes, I do have a rebuttal. I think there's one very important thing that must be assessed as far as this zone change is concerned. I have a complete read-out of the 83-84 assessor's tax roll for that entire area. I should like to point out to you that the R-E zone that is in the county has assessed land values of 13 to 15¢ per square foot. The least of an assessed valuation for the R-1 property adjacent to this is 39¢ per square foot -- approximately three times. All of these people, whoever it is, in Clark County demand and do get fire protection and police protection and all of the other amenities that are provided by our ad valorem tax.
- COUNCILMAN CHRISTENSEN: Yes, they get the fire protection from the City at no cost as a matter of fact, but that's going to change.
- KARSTEN BRONKEN: So anyhow, I only wish to point this out. In my personal belief, this in fact is a valid zone change.
- COUNCILMAN CHRISTENSEN: You're wondering how that's going to decrease the value of their property then, that's what you're saying?
- KARSTEN BRONKEN: I beg your pardon?
- COUNCILMAN CHRISTENSEN: What you're saying is you wonder how that's going to decrease the value of their property when it's according to the Assessor already a third the value of the R-1.
- KARSTEN BRONKEN: That's absolutely correct..
- PAUL MAY: Mayor Pro-Tem, very briefly for the record, Paul May. I think staff perhaps pointed it out that the developer is committed to build -- I believe it's a condition if it should be given -- a six-foot high block fence immediately in back of the R-D lots facing Buckskin, and I too, as the Mayor Pro-Tem did, drove out into that area the night of the last big flood. That block wall would hopefully divert the waters away from the property -- those homes in the R-E area.
- MAYOR PRO-TEM LURIE: Mr. Schroder, one comment and then we've got to --
- RICHARD E. STRODER: I have something I'd like to comment on -- the statement the man made. You know, sure, he's in it to make money. I understand that. But we live there. I don't think it's unreasonable for us that those people took that particular piece of property that was in the County and had it put in the City without notification to anybody.
- COUNCILMAN CHRISTENSEN: Oh, now, wait a minute.
- RICHARD E. STRODER: Wait a minute. We --

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 9

COUNCILMAN CHRISTENSEN: Wait just a minute. There's never been a piece of property put in the City without notification, public hearings, published, dates on it, notices in the newspapers --

RICHARD E. STRODER: Oh, I beg your pardon. In the newspaper, yes.

COUNCILMAN CHRISTENSEN: -- ordinances established and everything else. ~~Don't~~ say without any notice because that's not true.

RICHARD E. STRODER: Well, notice in the mail. We never received any notice in the mail that that was going to be changed.

COUNCILMAN CHRISTENSEN: Do you know how much that costs to notify everybody in the mail that a piece of property's going to be annexed?

RICHARD E. STRODER: But we were notified -- yes, but we were notified on the piece of property being changed and that was by mail.

COUNCILMAN CHRISTENSEN: There's nothing in the ordinance that says that you notify by mail, you publish in the newspaper, all of those things. If we're going to start notifying everybody in the County and everybody in the City by mail of everything that goes on, then you can't do it on the current budget.

RICHARD E. STRODER: I understand that.

COUNCILMAN CHRISTENSEN: You know, people don't want to pay for that and I don't blame them. I don't want to pay for it either as a taxpayer.

RICHARD E. STRODER: I don't blame them either, but he's talking about fire protection. We've already paid for the fire protection that's already in there. We had to pay for that when we lost our wells and they drilled the big well out in back.

COUNCILMAN CHRISTENSEN: Alright. Where do you live?

RICHARD E. STRODER: Right on the corner of --

COUNCILMAN CHRISTENSEN: You live in the County.

RICHARD E. STRODER: I live right in the County.

COUNCILMAN CHRISTENSEN: You don't pay for that fire protection, my friend.

RICHARD E. STRODER: I know we don't. We paid for the water line to be put in there though, sir.

COUNCILMAN CHRISTENSEN: The fire protection comes from the City of Las Vegas Fire Department which is funded by the City of Las Vegas taxpayers, which you are not one, as a matter of fact, and we run that fire engine out there just in the interest of safety.

RICHARD E. STRODER: Right.

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 10

COUNCILMAN CHRISTENSEN: So you don't pay for the fire protection.

RICHARD E. STRODER: But we paid for those fire hydrants, sir.

COUNCILMAN CHRISTENSEN: Oh, yes, big deal for the fire hydrants. Everybody pays for the fire hydrants, but that the small cost of fire protection.

RICHARD E. STRODER: Right. But we still put the pipeline in there to do it.

COUNCILMAN CHRISTENSEN: Yes, yes, but your city residents that live inside the City boundaries are paying those firefighters salaries to fight those fires and 65% of their runs go to County residents, and that isn't going to continue because you're paying one-third the taxes and getting all the full services. I as a taxpayer in the City of Las Vegas resent that inequity and I intend to change it.

RICHARD E. STRODER: Well, I agree that it should be changed because everybody should pay their fair share, but I still say that when you have that already in there, he's bringing up stuff that isn't even a fact.

COUNCILMAN CHRISTENSEN: Well, he's going to put his fire protection in there too. He's got to put hydrants in there. Everybody has to do that. You have to put fire hydrants in there. That has to be done.

RICHARD E. STRODER: Okay.

MAYOR PRO-TEM LURIE: Now, we're going to close the hearing.

COUNCILMAN NOLEN: Another good point, Commissioner Christensen, is that some of the City tax dollars go to fund County things, so I think we've probably paid our share of those fire plugs too.

COUNCILMAN CHRISTENSEN: No question about it.

MAYOR PRO-TEM LURIE: Councilman Nolen, do you have any further comments? The hearing is closed now and I'll entertain a motion from the Board.

COUNCILMAN NOLEN: I have a problem with the proposal on it. The housing that's there, I've been out there many times. I've looked at it and I still don't buy this one. Probably a good compromise is the one suggested by the lady there. If this is going to be developed, that would be the best one to go with. At this time I'd make a motion to deny the application.

MAYOR PRO-TEM LURIE: Okay, we've got a motion to deny. I thought a good compromise before Ms. Adams made her compromise was staff's recommendation of the R-D, and I think that I could support that one, but I'll go along with the motion.

TRANSCRIPT - CITY COUNCIL MEETING - SEPTEMBER 7, 1983

ITEM X-K - ZONE CHANGE Z-65-83 - CAROLYN THRESHER AND GRETA STOLZLECHNER

PAGE 11

COUNCILMAN CHRISTENSEN: Well, I'll tell you what I'll do then. I'll move that we table it until the next meeting so that we have the rest of the Commissioners here because I think it would be unfair to decide this on a split vote with only three people here.

MAYOR PRO-TEM LURIE: You move to table --

COUNCILMAN CHRISTENSEN: As a matter of fact, I discussed that with Commissioner Levy before he left and he said he'd have no qualms about that so that he could be here for this. I think that would give a fair representation to at least have all five people.

MAYOR PRO-TEM LURIE: Okay, the motion to table takes precedence. Cast your vote on the motion to table until the next meeting. Post. The motion's approved. This item will be Item B at the next meeting. We'll see you back here. The next item will also be Item C on the agenda (referring to the tentative map for this application). Carol, make sure that they Mayor and Commissioner Levy get a copy of the transcript of this testimony today in their agendas.

END OF DISCUSSION

RECEIVED

AUG 31 3 35 PM '83

August 24, 1983

0292

CITY CLERK to the reporting
behind the R.E. Toose school.

I am very much against it.

I am reasonably new to
the area and I picked this
particular neighborhood for
a variety of reasons, one of
which, was to live in an
area where everyone had
some land around them,
the houses were generally
comparable to each other
in value.

I would like to add, that
I pretty recent buying a
home, for a considerable
price, & then immediately
being informed that "oh -
one who does not even

spend time here, nevertheless
has been, so to speaking

changed for their own
personal gain and, to my
regret, feels the hell
with the rest of the
neighborhood community.

I feel this is appalling
and is no way appropriate.
Any movement to stop a
gross change in this
neighborhood has my full
support & cooperation.

I sincerely hope that
moving to this neighborhood
was not a mistake, the
people here are friendly
and warm, most of all
we cooperate with each other.
It seems a shame the
planning commission can't
seem to have this type of
perspective.

Sincerely Yours,
Anthony A. Jackson

Aug 24-83

MR. David J. ...
0345 ... 0294/
- 345 Vegas Nov. 34106

RE #2-65-23 CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

Las Vegas City Commissioners

This is most matter with in connection
to the ... damage to the property in the
northeast corner of ... and ...
The approximate the neighborhood as ... and
this would bring about much unwanted
damage. Water ... , ... ,
increase crime, traffic, just to mention
a few. It would be ...
... for the people instead of against.

Thank you very much

...
...

RECEIVED

AUG 31 3 30 PM '83

CITY CLERK

August 24, 1983 0295
RECEIVED

AUG 31 3 30 PM '83

CITY CLERK

Las Vegas City Commissioners
400 Stewart Ave
Las Vegas, Nevada 89101

To whom it may concern:

I am completely opposed to the rezoning approval granted by the planning commissioners concerning the request of Carolyn Thresher and Greta Stolzlechner for # Z-65-83.

This rezoning will permit too many homes in an area that is isolated with minimal access. The "New" school can't handle the present needs of the existing community, how can it handle the needs of an additional 120+ families.

Last week, we saw our home and neighborhood flooded due to the "Metropolitan Park" development's diversion of existing water flow.

I moved out of the city last year into the country. I am opposed to it following me bringing the problems I paid the price to escape.

Sincerely,

Jay Roberts

3385 GARETHME

Las Vegas, NV 89108

RECEIVED

AUG 31 3 30 PM '83

CITY CLERK

Las Vegas City Commissioners
400 Stewart Ave.

Las Vegas - Nevada 89101
(#Z-65-85)

Please Consider this Liberty Village building
project - we do NOT have anything against small
homes - just too many!

The crime rate will increase when there
is too many people -

The streets will need more upkeep plus more
law enforcement - so please take heed!

Virginia E. Barnes
3265 N. Sisk Rd.
Las Vegas - Nevada 89008

RECEIVED

Aug 31 3 30 PM '83

Mr & Mrs R.E. Schrock
3340 N. Founzi St.
Las Vegas, NV 89108
645-3040

CITY CLERK

City Commissioners
400 Stewart Ave.
Las Vegas, NV 89108

Re #Z-65-83

Dear Commissioners,

We would like to have you stop
the rezoning of the above mentioned zoning.
Because this area is the best parcel
left for RE homes - We are at the corner
of N. Founzi and Buckskin - we own 5.75 acres.
We would like the #Z-65-83 retained as
a buffer zone for the RE housing - this
property is listed as the water district.
Our two roads Founzi and Buckskin
would both be the only access roads,
and the traffic would be way in
place for that location.

We hope that you will stop this rezoning.

Thank you,

Mr & Mrs R.E. Schrock.

August 24, 1983 0298

RECEIVED

Aug 31 3 30 PM '83

ROBERT JC BORDERS
6630 Atwood Drive
LAS VEGAS NEVADA 89108

CITY CLERK

LAS VEGAS City Commissioners

400 Stewart Ave

LAS VEGAS, NEVADA 89101

Re: #2-65-83

To Whom It May Concern:

As a resident in close proximity to the area under consideration for zoning change from "R-E" to "R-D" and "R-1", I wish to register my opposition to that change.

My reasons for opposing this proposed change include:

- detriment to existing property values
- overcrowding of streets (traffic congestion)
- overcrowding of limited school facilities
- detriment to already lowered water pressure
- problems with water drainage

Thank you for your consideration.

Sincerely,

Robert JC Borders

Aug 24 1983

RECEIVED

Aug 31 3 29 PM '83

Chris Puro 0299
6345 Buckhorn Tr
Las Vegas Nev

CITY CLERK

Las Vegas City Commissioners
400 Stewart Ave
Las Vegas Nev.

Concerning Re #2-65 -83 Carolyn Thresher
& Greta Stolzechner zone change I would
like to note that I am deeply against
this or any zone change in this area.
I have lived in this area 7 years & like
it the way it is. This is why I
chose to move here. This zone-change
would change the entire neighborhood
drastically, reconsider please

Thank You Very Much
Chris Puro

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

9/6/83

0300

To: Las Vegas City Commissioners
400 Stewart Ave.
Las Vegas, NV 89101

Re: #Z-65-83

Dear Commissioners:

Here we go again--petitions, letters, phone calls--and for what purpose?

Since you will not consider overcrowding of schools as a reason to deny the reclassification of the area West of R.E. Tobler School-- Consider this--The NEAREST CITY FIRE DEPARTMENT is at Upland and Jones. I know. I had to call the fire department out and the very first comment one fireman made to me was, "I can't believe that we (Upland and Jones Fire Station) service your area." (Metropolitan Homes). "It took us 12 minutes to get here."

Now maybe the fact that adding 120 homes in an area that already lacks proper fire and police patrolling doesn't bother you any---It bothers ME!

This, along with all the other reasons that have been mentioned in prior letters, phone calls, meetings, etc., should hopefully make you realize the gravity of putting up too many homes in an already under-serviced over-crowded area.

Thankyou.

Sincerely,

Mrs. Stephanie Klackner

Mrs. Stephanie Klackner
6321 White Shell Circle
Las Vegas, NV 89108
645-1529

RECEIVED
SEP 5 9 45 AM '83
CITY CLERK

AGENDA*City of Las Vegas*

September 7, 1983

CITY COUNCIL

Page 49

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)****L. TENTATIVE MAP - LIBERTY VILLAGE**

ABEYANCE

9/21/83 Agenda

Property generally located on the northeast corner of Buckskin Avenue and Lorenzi Boulevard, R-E Zone (proposed R-D and R-1).

Owner: Carolyn Thresher & Greta Stolzlechner

Subdivider: Gerald Nicholas

No. of Acres: 28.5 No. of Lots: 123

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Approval of zoning request Z-65-83.
2. Conformance to the conditions of approval of Z-65-83.
3. No vehicular access to Lorenzi Boulevard from the abutting lots.
4. If a wall is constructed on an exterior boundary street, the CC&R's shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.
5. A waiver be permitted for the length of Blocks 1 and 4.
6. Submit a petition of vacation for the easterly 10' of Lorenzi Boulevard previously dedicated.
7. Reduce R-1 lot depths to 100' and increase the R-D lots to 140'.

Staff Recommendation: APPROVAL

APPROVED AGENDA ITEM

0302

To: The City Council
Re: Community Planning and Development Agenda Item
September 7, 1983 City Council Agenda

X.

L. TENTATIVE MAP - LIBERTY VILLAGE

This is the tentative map tied into Item K. If that application is approved, then this map is in order to be approved because it substantially conforms to the Subdivision Regulations.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA*City of Las Vegas*

0303

September 7, 1983

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 50

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1533

M. ZONE CHANGE - Z-56-83 - RENE C. BLANCHARD

Reclassification of property located at 313 North 9th Street.

From: R-3 (Limited Multiple Residence)

To: R-4 (Apartment Residence)

Proposed Use: High Density Residential
(16 Unit Apartment Building)

Planning Commission recommends APPROVAL (4-3 vote), subject to the following conditions:

1. Resolution of Intent with a twelve (12) month time limit.
2. Conformance to the plot plan amended to conform to the revised parking design.
3. Pave the alley as required by the Department of Engineering Services.
4. Conformance to the elevations.

Staff Recommendation: DENIAL

PROTESTS: 33

Nolen -
APPROVED as recommended by Planning Commission with the additional condition that a block wall be constructed on the north side of subject property.
Unanimous
(Briare & Levy excused)

Clerk to notify and Planning to proceed.

Rene C. Blanchard,
2171 Edgewood,
appeared on behalf of application.

No protestants
were in attendance.

APPROVED AGENDA ITEM

To: The City Council
 Re: Community Planning and Development Agenda Item
 September 7, 1983 City Council Agenda

X.

M. ZONE CHANGE - Z-56-83 - RENE C. BLANCHARD

This request is to rezone this property from R-3 to R-4 for a 16-unit apartment building. There is an existing triplex on the property that would be removed. There is R-4 zoning in the block to the east. To the north and west is R-3 and to the south there is one R-3 lot and south of that is R-4 with C-2 that extends to Stewart Avenue. A predominant zoning pattern in this area is C-2 along Stewart Avenue with R-4 to the east and to the west except on the north portion of this block and on portions of the blocks to the west and north. Approximately one block to the north is the east leg of the Freeway. The building will be two stories and all the parking will be off the alley with landscaping along the street frontage. The property owner immediately to the north circulated the protest petition in the area. After the Planning Commission recommended approval he contacted staff and requested that if this application is approved, a 6' block wall be constructed adjacent to his property. If approved, staff would require the wall as a condition. An application for R-4 was denied in January of this year and an application for R-5 was denied in 1979.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Because the predominant zoning pattern in this area is R-4.

STAFF RECOMMENDATION: DENIAL

PROTESTS: 33 - 1 Letter

Petition with 27 signatures

4 Persons spoke at Planning Commission meeting

1 Person in audience at Planning Commission meeting



AGENDA*City of Las Vegas*

September 7, 1983

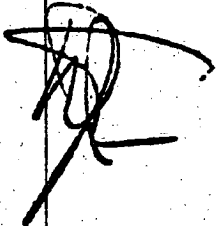
0305

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 51

ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
N. SET DATE FOR PUBLIC HEARING ON ANY ITEM REQUIRING A PUBLIC HEARING THAT WAS ACTED UPON BY THE CITY PLANNING COMMISSION AT ITS AUGUST 23, 1983 MEETING.	None	None
O. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE BOARD OF ZONING ADJUSTMENT MEETING HELD AUGUST 25, 1983.	V-73-83 U-60-83 V-78-83	9/21/83 Agenda 9/21/83 Agenda 9/21/83 Agenda

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

September 7, 1983

Page 52

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

XI. ADDENDUM ITEMS

ADDENDUM NO. 1:

III. DEPARTMENT OF BUSINESS ACTIVITY
P. LIQUOR - NEW
BEIRUT ENTRANCE, INC. dba ARABIAN
NIGHTS RESTAURANT
(See Page 14A)

IV(a). ADMINISTRATIVE AGENDA
C. DISCUSSION AND POSSIBLE ACTION ON
THE SELECTION OF A NEW CITY MANAGER.
(See Page 15)

APPROVED AGENDA ITEM

Ashley Hall

AGENDA

CITY COUNCIL MINUTES - SEPTEMBER 7, 1983

City of Las Vegas

0307

September 7, 1983

Page 53

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

XII. CITIZEN PARTICIPATION

Items raised under this portion of the Agenda cannot be acted upon by the City Council 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.

COUNCILMAN NOLEN REQUESTED CITY MANAGER AND APPROPRIATE STAFF TO INVESTIGATE TRIPLE A BED PROPERTY FOR CODE COMPLIANCE.

MEETING ADJOURNED AT 3:55 P.M.

APPROVED AGENDA ITEM

Ashley Hall