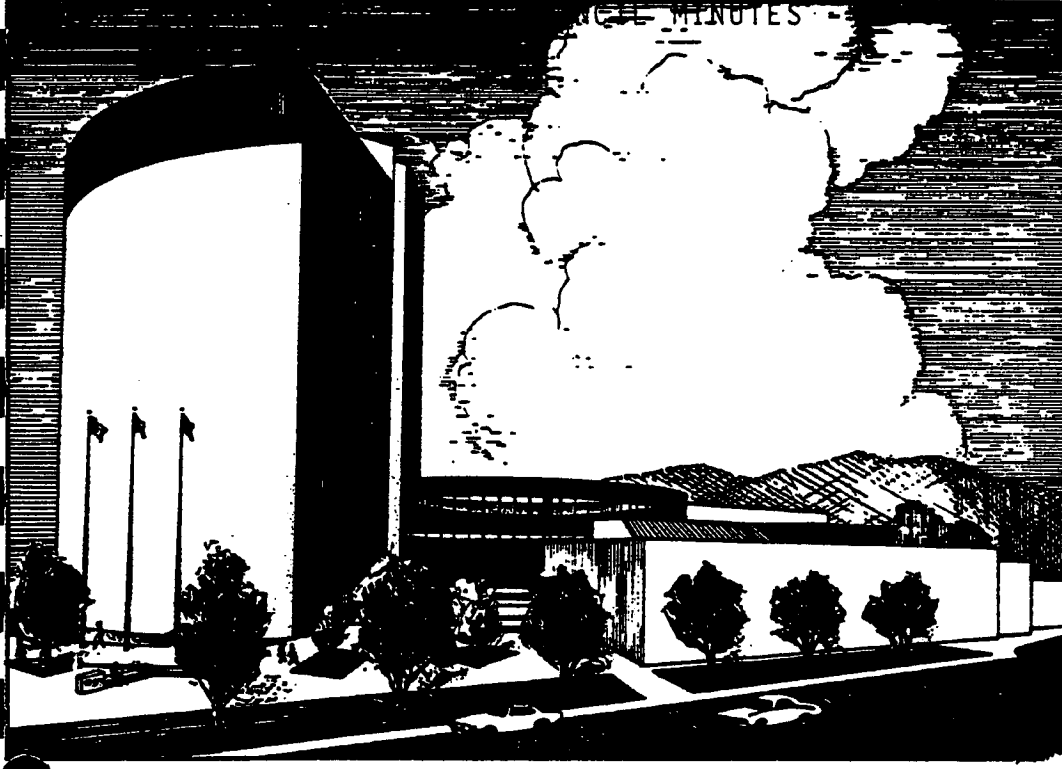




MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: October 5, 1983

TIME: 9:45 A.M.

INVOCATION: Reverend Robert S. Meyer
Paradise Presbyterian Church

GIVEN BY: Marvin Leavitt

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

APPROVED BY REFERENCE

April 18, 1984

☒ Deputy City Attorney took
City Attorney George Ogilvie's
place at the Council Meeting.

ATTEST:

Carol A. Hawley

CITY CLERK

William H. Briare

MAYOR

AGENDA*City of Las Vegas*

October 5, 1983

Page 1

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

ITEM

Council Action

Department Action

I. 9:45 A.M.

FULL BOARD PRESENT

1002

A. COMMUNITY RELATIONS

ALSO PRESENT:
DON SAYLOR, ACTING CITY MANAGER
RICHARD CAMPBELL AND RICHARD BLUE,
ACTING DEPUTY CITY MANAGERS
JAN STEWART, CHIEF CIVIL DEPUTY CITY
ATTORNEY.
CITY ATTORNEY GEORGE OGILVIE EXCUSED.

B. SPECIAL EVENTS

THERE WAS NO COMMUNITY RELATIONS OR
SPECIAL EVENTS.

II. 10:00 A.M.

A. ANNOUNCEMENT RE COMPLIANCE WITH OPEN
MEETING LAW

ANNOUNCEMENT MADE

B. INVOCATION

Reverend Robert S. Meyer
Paradise Presbyterian Church

INVOCATION GIVEN BY
MARVIN LEAVITT

C. PLEDGE OF ALLEGIANCE

PLEDGE GIVEN

APPROVED AGENDA ITEM

Ashley Hall

**THE FOLLOWING
PAGE(S) ARE
DUPLICATES AND
PREVIOUSLY SCANNED**

AGENDA*City of Las Vegas*

October 5, 1983

Page 1

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

ITEM

Council Action

Department Action

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INVOCATION GIVEN BY
MARVIN LEAVITT

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

Loretta Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 30th day of September, 1983, at the hour of 10: 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 5th day October, 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)

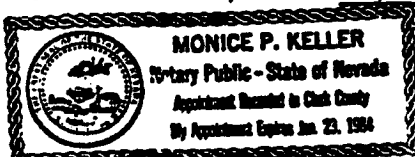
Loretta Hall
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

30th day of September, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 12/31/84



(Mailing required under the provisions of NRS CHAPTER 241) 0003

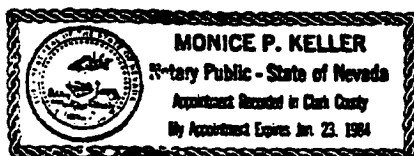
STATE OF NEVADA)
COUNTY OF CLARK) ss

Loretta Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 30th 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 5th of October, 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).

Loretta A. Hall
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this
30th day of September, 1983

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



CITY COUNCIL MINUTES - OCTOBER 5, 1983
(Posting required under the provisions of NRS CHAPTER 241) 0004

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

Loretta Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 30th day of September, 1983, at the hour of 2pm 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 5th day of October, 1983, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

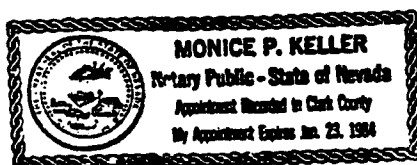
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2. In the Federal Building, 300 Las Vegas Boulevard South;
3. In the Clark County Courthouse, 200 East Carson Avenue;
4. On the Public Bulletin Board at the Plaza Level of City Hall, 400 East Stewart Avenue (near the entrance to the Court Clerk's office); and
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Loretta A. Hall
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this
30th day of September, 1983

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



(Mailing required under the provisions of NRS CHAPTER 241)

0005

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

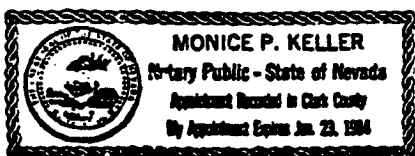
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Loretta A. Hall
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this

30th 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 - OCTOBER 5, 1983

City of Las Vegas

0006

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

ADDENDUM NO. 1 TO THE AGENDA OF THE LAS VEGAS CITY COUNCIL'S REGULAR MEETING ON WEDNESDAY, OCTOBER 5, 1983, BEGINNING AT 10 A.M. IN THE COUNCIL CHAMBERS, LAS VEGAS CITY HALL, 400 EAST STEWART AVE., LAS VEGAS, NEVADA.

DEPARTMENT OF BUSINESS ACTIVITY

ITEM III-M - SPECIAL EVENT LIQUOR LICENSE

(1) NATIONAL ORGANIZATION FOR WOMEN, Location: 450 E. Bonanza,
Date: October 15, 1983, Responsible Licensee: Jon Holten,
Jerry's Liquor.

AGENDA*City of Las Vegas*

0007

October 5, 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.

1004

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

Child Care Center

1. THE SUNSHINE COMPANY
CREATIVE LEARNING CENTER
4400 Van Buren Avenue

35 children days

Lurie -
APPROVED
Unanimous

Staff to proceed

J4

- *B. GAMING -- Additional

1. GOLDEN NUGGET, INC.

Golden Nugget
129 East Fremont
1 Baccarat

2. HORSESHOE CLUB OPERATING
COMPANY

Horseshoe Club
128 East Fremont
21 slots

Lurie -
APPROVED Items 1
thru 7.
Unanimous with the
exceptions that
Lurie abstained on
Item #5 and Briare
abstained on Item 3.

Staff to proceed

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

0008

October 5, 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)1004 *B. GAMING -- Additional
(cont'd)

3. SHOWBOAT OPERATING COMPANY

Showboat Hotel & Casino
2800 East Fremont
10 slotsAPPROVED
See Page 2

See Page 2

4. BOB STUPAK, INC.

Vegas World Hotel & Casino
2000 Las Vegas Blvd South
14 Poker Tables

5. CASINO SERVICES

Las Vegas Club
18 East Fremont
4 slots

6. J. J. PARKER COMPANY

Odyssey 2001
1930 East Fremont
5 slots

7. UNITED COIN MACHINE COMPANY

Kim's Coffee Shop
3909 West Sahara Avenue
2 slots**APPROVED AGENDA ITEM**New Town Tavern
600 Jackson
10 slotsRita's Grocery
1401 West Lake Mead
1 slot

AGENDA*City of Las Vegas*

October 5, 1983

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

Page 4

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

1005

C. LIQUOR -- New

1. *CHICAGO JOE'S RESTAURANT
NO. 2, LTD.
dba
CHICAGO JOE'S
301 East Fremont

Beer/Wine On-Sale License

Joseph Pennacchio, Pres, 28%
Annette Collura, V. P., 24%
Joan Pennacchio, Secy, 24%
Mary Pennacchio, Treas, 24%

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

Lurie -
APPROVED
subject to provisions.
Unanimous

Staff to proceed

1005

D. LIQUOR -- Change of Ownership

1. From: Clifford Avron, 100%

TO: *HARD HAT LIMITED
PARTNERSHIP
dba
HARD HAT COCKTAIL
LOUNGE
1675 Industrial Road

General On-Off Sale

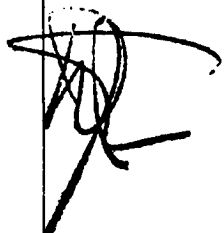
Richard Arlen Penn,
General Partner
Harold Wesley Lytel,
General Partner

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

Lurie -
APPROVED Items 1 and
2, subject to
provisions.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

October 5, 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)

1005

D. LIQUOR -- Change of Ownership
(cont'd)APPROVED
See Page 4

See Page 4

2. From: Dagwood's Sandwich Shop, Inc. --
Richard A. Goodman,
Pres, 79%
Martha A. Goodman,
Secy, Treas, 15%
Donald D. Goodman,
Asst Secy, and
Gloria M. Goodman,
6% stockholders,
jointly as husband
and wife

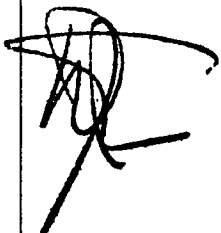
TO: *D.G. BUMSTEAD, INC.
dba
DAGWOOD'S SANDWICH SHOP
4530 Meadows Lane, #C-5

Beer/Wine On-Sale

Donald D. Goodman,
Pres, Treas, Dir, 75%
Gloria M. Goodman, Secy
Alberto Chiu, 25%

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

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

October 5, 1983

Page 6

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

1006

E. LIQUOR -- Approval of Additional
Corporate Officer/General ManagerLurie -
APPROVED
Unanimous

Staff to proceed

1. LAS VEGAS DISTRIBUTING
COMPANY
dba
LAS VEGAS DISTRIBUTING
COMPANY
4325 Aldebaran

Wholesale General License

From: John Frank Damore, Sole
Ofcr, Dir, 100%TO: John Frank Damore, Pres.
Dir, 100%
Louis W. Stierlin, V.P.,
Secy, Treas, Dir,
General Manager

36

F. LIQUOR -- Approval of ManagerLurie -
APPROVED
Unanimous

Staff to proceed

1. LUCKY STORES, INC.
dba
LUCKY STORE #731
1501 North Decatur Blvd

General Off-Sale License

Store Manager:
Richard Eugene Hocker

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

0012

October 5, 1983

Page 7

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

1006

G. GAMING -- New

1. RUJO, INC.
dba
RUJO, INC.
2301 East Sunset Road, #20

Slot Operator License

Sidney Rudich, Pres
Jeffrey Jolcover, Secy, Treas

Location: Rancho Luna
Restaurant
1800 South Main
8 slots

Lurie -
APPROVED
Unanimous

Staff to proceed

1006

H. PRIVATE PATROLMAN LICENSE --
Approval of Officer/Qualifying
Agent

1. BURNS INTERNATIONAL SECURITY
SERVICES, INC.
dba
BURNS INTERNATIONAL SECURITY
SERVICES, INC.
2770 Maryland Parkway

Edmund Anthony Regelbrugge,
V.P. - Operations/Pacific Div
Edwin George Anthony,
Qualifying Agent

Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

October 5, 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)

1007

I. PRIVATE INVESTIGATOR LICENSE -- New

1. *JOHN D. MCCARTHY
dba
JDM INVESTIGATIONS
801 South Rancho Rd, Suite A-1

John D. McCarthy, 100%

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

Lurie -
APPROVED subject to
provisions.
Unanimous

Staff to proceed
John D. McCarthy
appeared.

1009

J. SPECIAL EVENT LIQUOR LICENSE

1. NEVADA RECREATION AND PARKS
SOCIETY

Location: 1100 East St. Louis

Date: October 15, 1983

Responsible Licensee:

Ronald Fogler

Colbert-Fogler Golf Enterprises

Lurie -
APPROVED Items 1 and
2.
Unanimous

Staff to proceed

1009

2. LAS VEGAS DISTRIBUTING COMPANY

Locations:

Von's

4400 East Charleston

390 South Decatur

6000 West Cheyenne

APPROVED
See Item 1 Above

Staff to proceed

APPROVED AGENDA ITEM Dates: October 7, 8 and 15,
1983

AGENDA*City of Las Vegas*

October 5, 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)

1010

K. LIQUOR -- Request for Approval
of Nonoperational Status

1. GRAND CENTRAL, INC.
dba
GRAND CENTRAL, INC.
2120 South Decatur Blvd

General Off-Sale License

Maurice Warshaw, Chmn of Board
Don Mackey, Pres
et al

(Request for approval of nonopera-
tional status for three-month
period: 10/25/83 to 1/25/84.)

Lurie -
APPROVED
Unanimous

Staff to proceed

Jack Lehman, Atty.
represented
Grand Central.

1010

L. COMMUNICATION ITEM

Letter from Charleston Plaza
Merchants, Inc., requesting
reduction of license fees to
\$25.00 per day for Jett's
Petting Zoo for the period
November 30, 1983 thru
December 18, 1983.

Lurie -
APPROVED Request
Unanimous

Staff to proceed

1510

M. SPECIAL EVENT LIQUOR LICENSE

1. NATIONAL ORGANIZATION FOR WOMEN
Location: 450 E. Bonanza
Date: October 15, 1983
Responsible Licensee: Jon Holten
Jerry's Liquor

Lurie -
APPROVED
Unanimous

Staff to proceed

ADDENDUM NO. 1: To be heard after 3:00 P.M.
to comply with the Open Meeting Law

APPROVED AGENDA 17:00

TO:
The City Council

FROM:
DON SAYLOR, DEPUTY CITY MANAGER

0015

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- OCTOBER 5, 1983 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational Status

PURPOSE/BACKGROUND

Item, "K", 1.

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

1. Grand Central, Inc., dba Grand Central, Inc.

A copy of letter requesting extension is attached.

FISCAL IMPACT


Jerry J. Cahill, Director
Department of Business Activity

RECOMMENDATIONS

Agenda Item

III "K" 1

0016

LEHMAN PROFESSIONAL CORP.

JACK LEHMAN

Attorney at Law

324 SOUTH THIRD STREET
LAS VEGAS, NEVADA 89101

702-384-1044

September 15, 1983

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

Attn: Marge Hether

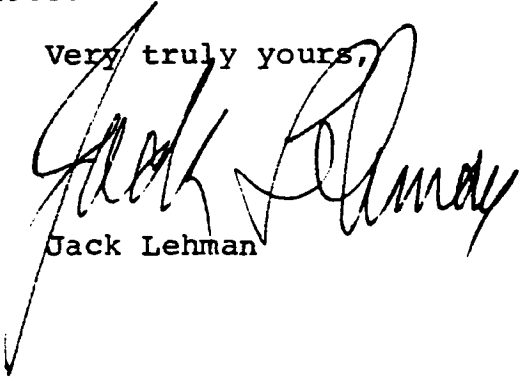
Re: Grand Central Stores, Inc.

Dear Mrs. Hether:

This letter will serve to formally request a three month extension to the inactive liquor license being held by my clients, Grand Central Stores, at their location at 2120 South Decatur Boulevard.

My clients advise me that the last day on which they were open for business was July 24, 1983. As such, I assume that their license is not in jeopardy until October 24. I would appreciate it if you would put Grand Central Stores, Inc. on the agenda for an extension of the inactive status of the license for an additional three months at the Commission meeting of October 5, 1983. If there are any problems please advise. If you require anything additional from my clients, please advise me. Otherwise I will be at the meeting on October 5, 1983.

Very truly yours,


Jack Lehman

JL/d

cc: Mr. Dick Chapin

City of Las Vegas

CITY COUNCIL MINUTES - OCTOBER 5, 1983

0017

AGENDA DOCUMENTATION

Date: September 23, 1983

TO: The City Council

FROM: DON SAYLOR, DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- OCTOBER 5, 1983 CITY COUNCIL AGENDA
COMMUNICATION ITEM

PURPOSE/BACKGROUND

Item, "L".

Appearing on the October 5, 1983 City Council agenda as a communication item is a request for reduction of license fees from \$100 per day to \$25 per day for Jett's Petting Zoo.

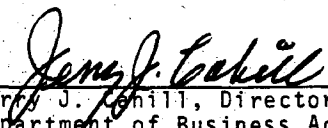
Section 6.80.040 of the Las Vegas Municipal Code provides that the City Council may reduce the license fee to \$25 per day if the Council finds that such traveling show will not require supervision on the part of the City over and above that normally required for other businesses.

The records of this department indicate that this reduction has been approved previously for Jett's Petting Zoo, and that there have not been any problems associated with this attraction in the past.

A copy of a letter dated September 14, 1983, from Richard Goldsworthy, Promotion Director, Charleston Plaza Merchants, Inc., requesting the reduction of license fees is attached.

FISCAL IMPACT

RECOMMENDATIONS


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III "L"

CITY COUNCIL MINUTES - OCTOBER 5, 1983

CHARLESTON PLAZA MERCHANTS, INC.

0018

RICHARD GOLDSWORTHY, ASPD
Promotion Director

1788-A EAST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89104
PHONE 382-5818

September 14, 1983

Mayer Bill Briare and
Las Vegas City Commissioners
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Mayor Briare
and City Commissioners:

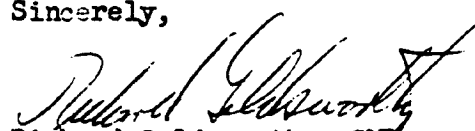
The Board of Directors of the Charleston Plaza Shopping Center would like to request that the license fee of \$100.00 per day be reduced to \$25.00 per day for the following family attraction to be presented November 30 through December 18th.

JETT'S PETTING ZOO
THREE KIDDIE RIDES

Tickets will be priced at 65¢ for entrance to the zoo and 65¢ per Kiddie ride. Field trips - zoo and rides 25¢ each. Blind and handicapped are admitted free. This family attraction has no games or refreshments.

Kindly consider the reduced fee of \$25.00 per day for this attraction.

Sincerely,


Richard Goldsworthy, CMD
Marketing Director
Charleston Plaza Merchants, Inc.

COPIES
ALL
100



Accredited
Shopping Center
Promotion
Director

III "L"

Member
International
Council of
Shopping Centers



AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

City of Las Vegas

0019

October 5, 1983

Page 10

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

ITEM		Council Action	Department Action
	IV(a) ADMINISTRATIVE AGENDA DON J. SAYLOR, ACTING CITY MANAGER		
1010	A. DISCUSSION AND POSSIBLE ACTION ON THE ESTABLISHMENT OF A POLICY CONCERNING SPECIAL ASSESSMENT DISTRICTS FOR IMPROVEMENTS ON PRIVATE PROPERTY.	Referred to Commission as a whole for study and recommendation with Nolen to Chair Committee.	10/17/83 Agenda Recommending Committee
1017	B. DISCUSSION AND POSSIBLE ACTION ON THE REQUEST OF TEE JAY ENTERPRISES, INC. TO LEASE CITY PROPERTY FOR A FAMILY-ORIENTED ENTERTAINMENT COMPLEX CONSISTING OF SUCH ACTIVITIES AS MINIATURE GOLF, VIDEO GAME ARCADE, BALL-BATTING TENT, FAST-FOOD EATERY (ADDITIONAL ACTIVITIES TO BE ADDED IN THE FUTURE) ALL ENCLOSED BY A PERMANENT AIR-SUPPORTED STRUCTURE.	Referred to Real Estate Committee Lurie & Levy	10/17/83 Agenda Recommending Committee
1019	C. DISCUSSION AND POSSIBLE ACTION ON THE REQUEST OF HELP OF SOUTHERN NEVADA FOR A REDUCTION IN THEIR MONTHLY LEASE FEE FOR PROPERTY LOCATED AT 212 E. MESQUITE AVENUE.	Referred to Real Estate Committee Lurie & Levy	10/17/83 Agenda Recommending Committee Doreen Mills of HELP appeared.
1020 and 1403	D. CONSIDERATION OF DIRECTOR OF PUBLIC SERVICES REPORT IN REGARD TO PROPERTY LOCATED AT 615 WEST VAN BUREN TO RECOVER COST OF DANGEROUS BUILDING ABATEMENT BY THE CITY OF LAS VEGAS AND POSSIBLE SETTING OF A DATE FOR A PUBLIC HEARING AS SET FORTH IN SECTION 902 OF THE ABATEMENT OF DANGEROUS BUILDINGS CODE.	Lurie - Motion APPROVED to follow staff's recommendations and set a date for public hearing of 11/2/83. Unanimous Acting City Manager Saylor directed by Mayor to set up meeting with Rev. Bennett regarding matter and possible settlement resolution.	11/2/83 Agenda Rev. Marion Bennett appeared in the PM Session.

AGENDA DOCUMENTATION

Date: September 29, 1983

TO: The City Council

FROM: DON J. SAYLOR
ACTING CITY MANAGERSUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE ESTABLISHMENT OF A POLICY CONCERNING
SPECIAL ASSESSMENT DISTRICTS FOR IMPROVEMENTS ON PRIVATE PROPERTY.PURPOSE/BACKGROUND

The Legislature adopted, effective July of this year, a bill that allows the formation of assessment districts for walls around private development. In that we have never been involved heretofore in an assessment district for private development, I thought perhaps it might be advantageous to establish some general policy guidelines; therefore, I would suggest the following:

1. In that the improvements would be on private property and would enhance the value of the private development, no City costs should be involved nor should any City funds be used. Our present policy for special improvement districts for public improvements utilizes a revolving fund wherein City funds are used for the cost of the improvement which is then paid back through the assessment district; however, I don't believe that this procedure should be followed in relationship to private property.

2. In that there are City expenses involved in the formation of an assessment district, a bond should be required to cover these expenses in case the assessment district does not proceed. If the assessment district does proceed, the City expenses would be part of the cost of the district.

3. Some arrangement should be made so that the private improvement becomes the property of the private property owner as soon as the improvement is constructed so that the City would not be responsible for maintenance of the improvement.

4. In an assessment district for public improvements, only a majority of the property owners need to be in favor of the district for it to proceed. I question whether or not this same logic should prevail in terms of an assessment district for a private improvement. For example, if a subdivision were to have a wall constructed around the perimeter for purposes of providing safety to the subdivision from intruders, should the wall be forced upon everyone even though some of the property owners do not want the wall, assuming that at least 50% do want the wall. I am not prepared to recommend to you what percent you would want to require in favor to proceed with an assessment district; however, it perturbs me somewhat to think that one property owner could force another property to pay for an improvement on his property that he may not want, or that a property owner in the interior may be forced to pay for a wall around someone else's property. No matter what percent you might adopt as a policy, I think the City should require that a petition of property owners in favor of the proposal be submitted prior to staff initiating any private assessment district

FISCAL IMPACT

None.

RECOMMENDATIONS

The City Manager recommends that a policy pattern concerning the above recommendations be adopted as a guideline allowing deviation therefrom depending on the conditions and characteristics of each particular proposal.

Agenda Item

IV(a) A.

City of Las Vegas

CITY COUNCIL MINUTES - OCTOBER 5, 1983

0021

AGENDA DOCUMENTATION

Date: 9-29-83

TO: The City Council

FROM: DON J. SAYLOR
ACTING CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE REQUEST OF TEE JAY
ENTERPRISES, INC. TO LEASE CITY PROPERTY FOR A FAMILY-ORIENTED
ENTERTAINMENT COMPLEX.

PURPOSE/BACKGROUND

The City has received a request to lease City property for the development of a family entertainment complex which would be commercial in nature. Various facilities are proposed such as miniature golf, batting cages, kiddie rides, video arcade, etc.

This type of arrangement has been used in other cities wherein private enterprise provides recreational facilities on City property thereby making available to the public various forms of recreation at no cost to the cities, but wherein a profit factor is involved with the private developer. It is somewhat in the nature of a user fee arrangement with the City providing the land and private enterprise providing the facilities.

FISCAL IMPACT

If such an arrangement is arrived at, it might be advisable to predicate it upon a percentage of the income coupled with a minimum lease value.

RECOMMENDATIONS

It is recommended that this item be referred to the Real Estate Committee for further evaluation.

Agenda Item 10-5-83

IV(a) B.

City of Las Vegas

CITY COUNCIL MINUTES - OCTOBER 5, 1983

AGENDA DOCUMENTATION

Date: 9-29-83

0022

TO:
The City Council

FROM:
DON J. SAYLOR
ACTING CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE REQUEST OF HELP OF SOUTHERN
NEVADA FOR A REDUCTION IN THEIR MONTHLY LEASE FEE FOR PROPERTY LOCATED
AT 212 E. MESQUITE AVENUE.

PURPOSE/BACKGROUND

We have received a request from Help of Southern Nevada (formerly Voluntary Action Center) for a reduction in their rent from \$355.00 to a lesser amount. The property is the building located at 212 E. Mesquite Avenue which is immediately east of the downtown fire station.

As far as I have been able to determine, this is the only agency which we charge rent. I believe this was done on the basis that the program is a countywide program and, therefore, the City should not necessarily provide the facility at no cost.

I recognize the problem this agency is having due to the lack of Revenue Sharing funds which heretofore had been provided, but their position is somewhat the same as the City's position in terms of financial limitations. Therefore, I cannot recommend a reduction in the rental fee.

FISCAL IMPACT

There would be a decrease in revenue to whatever extent the rent is reduced.

RECOMMENDATIONS

The City Manager recommends that the request for rental reduction be denied.

Agenda Item 10-5-83

IV(a) C.

MAYOR BRIARE: Next item, Mr. Saylor.

DON SAYLOR: The next item is a step in our procedures for the securing of a dangerous building. Property is located at 615 West Van Buren, and was in a state of extreme disrepair. The Department of Building and Safety declared it a hazardous building, and sent the required notices to the County Recorder certifying it as such. We then proceeded along the set -- the owner, Marion Bennett, secured the building properly. He chose to ignore those requests so we invoked the procedures we had. Hired a private contractor to do the work. We are now billing Mr. Bennett for this. As one of the steps, you must allow a public hearing and the purpose of it being on the agenda today is set that date for him to appear. My understanding -- only for the purpose of discussing the amount of the loan or the amount of the cost of having the building secured. He has that right to be able to come before you and argue that point.

MAYOR BRIARE: Excuse me, go ahead.

COUNCILMAN CHRISTENSEN: According to the notice here, it says two o'clock today. Is that -- are we jumping the gun on this? Do we have to wait until two or are you scheduling the hearing for two o'clock?

CAROL ANN HAWLEY: Maybe there's a mistake in the notice. I asked the attorney for a format. He said --

COUNCILMAN CHRISTENSEN: It's the last item in your backup on the agenda. That's November 2nd.

DON SAYLOR: November 2nd, right.

COUNCILMAN CHRISTENSEN: I see. We can have it anytime, but this is the date that you want it scheduled.

DON SAYLOR: Right.

MAYOR BRIARE: Did Reverend Bennett refuse to accept the cost of doing this project?

DON SAYLOR: He has taken a position that he wasn't properly notified, which he was and we have a record to bear that -- bear that out; and he refused to do it on his own.

D. CONSIDERATION OF DIRECTOR OF PUBLIC SERVICES REPORT IN REGARD TO PROPERTY LOCATED AT 615 WEST VAN BUREN TO RECOVER COST OF DANGEROUS BUILDING ABATEMENT BY THE CITY OF LAS VEGAS AND POSSIBLE SETTING OF A DATE FOR A PUBLIC HEARING AS SET FORTH IN SECTION 902 OF THE ABATEMENT OF DANGEROUS BUILDINGS CODE.

PAGE 2

MAYOR BRIARE: Was he aware this was coming up today, Mr. Saylor?

DON SAYLOR: No, because this was only to set the date for the public hearing.

MAYOR BRIARE: He was not aware that this was going to be considered as calling for a public hearing which he might -- he might had the oppportunity to say, well look I don't want to go through all that stuff. I'll accept the charges.

DON SAYLOR: I don't believe so. Nancy, was he aware? No.

MAYOR BRIARE: He was not aware? I'd like to ask the Council to hold this and request that you get him on the telephone and tell him that the Council is considering this.

COUNCILMAN LEVY: I think November 2nd -- he'd have plenty of time to --

MAYOR BRIARE: Well, I just want to ask that we hold this until this afternoon.

COUNCILMAN LEVY: Sure.

MAYOR BRIARE: Would you please try to get a hold of him and tell him that this is being considered to call for a full scale public hearing, and I don't know whether he wants to do that?

COUNCILMAN LEVY: Do you want to hold this until two o'clock?

MAYOR BRIARE: If there's no objections. Well, around two o'clock. Whenever we get to it this afternoon. Mr. Saylor, be sure we bring this up again sometime this afternoon.

AFTERNOON SESSION

MAYOR BRIARE: Reverend Bennett, this morning a recommendation came from the staff that the matter of the property that you own at 615 West Van Buren -- that we should call for a public hearing as provided for the code, to talk about the abatement of this building because of the building code violations. I asked the question, whether Marion Bennett had been notified of this particular item on the agenda? There is no -- there is no rule, or no regulation, or no requirement that you be notified with respect to this particular item on today's agenda. Of course, you'd be notified as to the time and the place for any kind of a public hearing. So I mention that to you, Reverend, so that you won't think this today is the

D. CONSIDERATION OF DIRECTOR OF PUBLIC SERVICES REPORT IN REGARD TO PROPERTY LOCATED AT 615 WEST VAN BUREN TO RECOVER COST OF DANGEROUS BUILDING ABATEMENT BY THE CITY OF LAS VEGAS AND POSSIBLE SETTING OF A DATE FOR A PUBLIC HEARING AS SET FORTH IN SECTION 902 OF THE ABATEMENT OF DANGEROUS BUILDINGS CODE.

PAGE 3

MAYOR BRIARE: time to discuss the problem at hand. Now you indicated to me just a few moments ago, that not only were you not notified of this item this morning, but that you weren't required to be notified, but also you weren't notified of some other items. This is not the time to bring that up. If you feel that you haven't been properly noticed and given the necessary instructions, I'm sure we would appreciate it if you would discuss it either with the City Attorney's office or with the City Manager's office. You see there's nothing for us -- the only thing for us to act upon, as far this agenda's concerned, is whether we will or will not set a public hearing.

REVEREND BENNETT: Well, I guess I just don't know how to respond to that itself.

MAYOR BRIARE: I think it probably would be, if we were to go ahead and follow the recommendations of the staff and set a public hearing, then if you should be able to resolve this prior to the time of the public hearing, I'm sure that that resolution would therefore not make it necessary to have a hearing.

REVEREND BENNETT: I guess I'm just -- you know, I don't know -- I don't want to take up your time except to say that in May or June I did receive notification of the City about the building needs to be boarded up, and the building was done, and Don -- not Don Saylor -- Clay Hymer and all of them -- there was no problem and I have pictures because I assumed there was some undetermined stuff and I have never heard any other notification other than the notice I got -- someone called me today about the public hearing. And I have pictures to show that this building was boarded up.

MAYOR BRIARE: Mr. Saylor, do you have a suggestion?

REVEREND BENNETT: And, I was shocked.

DON SAYLOR: We really have only one of two recourses. Now you could hold this matter in abeyance but I think it's preferable -- the ordinance does mandate that you set a public hearing, and if you set that date for a public hearing as we suggested, November 2nd, in the meantime and I've discussed this with the City Attorney -- in the meantime if through staff discussion, Marion Bennett agrees to pay without any question the cost that the City has incurred, then we can do away with the public hearing; but if he does not, we should proceed with the public hearing.

MAYOR BRIARE: Well, he might not agree with that.

REVEREND BENNETT: That's right.. Definitely not.

MAYOR BRIARE: That's why a public hearing is --

DON SAYLOR: That is the purpose of the public hearing.

MAYOR BRIARE: In the event a settlement could be worked out in the meantime, it would be satisfactory to --

DON SAYLOR: We can do away with the public hearing.

MAYOR BRIARE: Well then is there -- other than to go ahead and set the hearing is there anything else that the Council needs to do?

REVEREND BENNETT: Can I ask a question? Is this the normal procedure that they come over and board up a building without any type of due process, any kind of notification, or anything? I never heard of anything like this before.

DON SAYLOR: This is not the place -- I mean the public hearing is the forum for that, however, our records do indicate that proper notice has been given on several occasions in this matter.

MAYOR BRIARE: Those notices not only afixed to the building but also mailed to you.

REVEREND BENNETT: Well, no. The building was completed based upon those notices. That's what I'm saying.

MAYOR BRIARE: If that's the case, it would seem to me the discussion --

REVEREND BENNETT: And, we have pictures to show that the building was done --

MAYOR BRIARE: If you'd done everything you were supposed to do then under the law you have no problem.

REVEREND BENNETT: That's right. Then the back door -- someone broke into -- then I would be -- I would expect to be notified again that you know, that building has been broken into or some of -- that's all I'm saying. But what Mr. Saylor says is correct and Clay Hymer and them told me it was fine and that's when we took the pictures. That was in May or June and I've not heard anything since then.

MAYOR BRIARE: Between now and sometime in the maybe next couple of weeks would be a time to sit down and resolve this matter so it doesn't have to come before us.

D. CONSIDERATION OF DIRECTOR OF PUBLIC SERVICES REPORT IN REGARD TO PROPERTY LOCATED AT 615 WEST VAN BUREN TO RECOVER COST OF DANGEROUS BUILDING ABATEMENT BY THE CITY OF LAS VEGAS AND POSSIBLE SETTING OF A DATE FOR A PUBLIC HEARING AS SET FORTH IN SECTION 902 OF THE ABATEMENT OF DANGEROUS BUILDINGS CODE.

PAGE 5

- REVEREND BENNETT: Yes, otherwise, I'll just pay a lawyer if this -- because this is just ridiculous. You know, I want to comply but just to do this behind my back.
- MAYOR BRIARE: Have you ever sat down with the Building Department?
- REVEREND BENNETT: Let me tell you what I did. When I saw those guys -- in fact the building was leased and I thought the guy that I had leased the building to was over there working. I called Mr. Clay Hymer's office. He knew nothing about it. I called Gene Amberg, which I understand where all this -- he knew nothing about it, and then I may hasten to add. Initially this building was boarded up when the inspectors came to me, they commended me how a fine job. He wanted to write me a letter.
- MAYOR BRIARE: How about if you sit down with them instead of talking with them on the phone?
- REVEREND BENNETT: Oh, I'll sit down with anybody. I like solutions not problems, but I'm not -- we're at the same thing, but on Sheridan Road and I went to Mr. Saylor every day, you know, I didn't even own the property, but they knew I was negotiating and they -- this is a vendetta and I just want to get to the bottom of it. On Sheridan Road, they said I created a hazard over there and I didn't own the property until August and it was in July and of course the judge threw it out; and the same thing was on this. You know, I didn't -- it came on Friday. This is just getting ridiculous. If they would have notified me that the back door was off which the I think the people that moved out -- was off, I would have gone over there. Now they've went over there and done so much work to run up a big bill on me and --
- MAYOR BRIARE: Mr. Saylor, would you make sure that a meeting is set up so that Mr. Bennett can come and discuss this with everybody that needs to be in the capacity to discuss it. Okay. Would you call Mr. Saylor's office and find out when that meeting will be, or either that -- would you call Mr. Saylor?
- REVEREND BENNETT: I'll call and see what he can do because I know -- I'll be happy to do that.
- COUNCILMAN LURIE: I'll move that we follow the staff's recommendation.
- MAYOR BRIARE: Comments? Cast your votes. Post. Motion's approved. (Motion carried unanimously) All that is is setting the time; and, hopefully, it will be resolved by November the 2nd, Reverend Bennett.

D. CONSIDERATION OF DIRECTOR OF PUBLIC SERVICES REPORT IN REGARD TO PROPERTY LOCATED AT 615 WEST VAN BUREN TO RECOVER COST OF DANGEROUS BUILDING ABATEMENT BY THE CITY OF LAS VEGAS AND POSSIBLE SETTING OF A DATE FOR A PUBLIC HEARING AS SET FORTH IN SECTION 902 OF THE ABATEMENT OF DANGEROUS BUILDINGS CODE.

PAGE 6

REVEREND BENNETT: Okay. Thank you very much.

MAYOR BRIARE: Thank's for coming by.

END OF EXCERPT

AGENDA*City of Las Vegas*

October 5, 1983

Page 11

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.

1024

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

1. Service and Material Warrants
In the amount of \$1,952,920.52
2. Payroll Warrants
In the amount of \$700,283.62
3. Other Warrants and Investments
In the amount of \$116,888.15

Lurie -
APPROVED Items 1
thru 3.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

CITY CLERK

AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

City of Las Vegas

0031
October 5, 1983

Page 12

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

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

1024

<u>Dept/Class</u>	<u>Monthly Salary</u>	<u>Justification</u>
PS/Maintenance Carpenter (Replacement of one vacant and budgeted position)	\$1485.	Performs a variety of skilled carpentry work in the construction and maintenance of City-owned property
PS/Streets Maintenance Laborer (Replacement of one vacant and budgeted position)	\$1132.	Serves as a member of a crew in repairing and maintaining streets throughout the City
ES/Engineering Design Sr. Engineering Designer (Replacement of one vacant and budgeted position)	\$1639.	Responsible for supervising and performing complex engineering design projects
Fire Services Communication Specialist (Replacement of one vacant and budgeted position)	\$1197.	Receives emergency calls and dispatches proper equipment

Lurie -
APPROVED as recommended by staff.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

0032

City of Las Vegas

October 5, 1983

CITY COUNCIL

Page 13

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>
ES/Traffic Engineering Electrical Trades Helper (Replacement of two vacant and budgeted positions)	\$1249.	Assists electricians in the maintenance, repair and installation of traffic signals and electrical systems
Municipal Court Municipal Court Marshal (Replacement of one vacant and budgeted position)	\$1355.	Serves warrants and subpoenas, books and escorts prisoners, maintains order in court
Detention & Correctional Services Detention Specialist (Replacement of five vacant and budgeted positions)	\$1345.	Assists in the supervision of inmates in the City of Las Vegas detention facilities
City Attorney Law Clerk (Replacement of one vacant and budgeted position)	\$ 833.	Responsible for preparation of legal documents, performing legal research, and handling citizen complaints

APPROVED as recommended by staff.
See Page 12

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

0033

AGENDA DOCUMENTATION

Date: September 28, 1983

TO:

The City Council

FROM:

ASHLEY HALL
DEPUTY CITY MANAGER

SUBJECT:

DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS - AUTHORIZATION TO FILL BUDGETED VACANCIES

PURPOSE/BACKGROUND

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

Carpenter - replacement of one vacant and budgeted position.

Maintenance Laborer - replacement of one vacant and budgeted position.

Sr. Engineering Designer - replacement of one vacant and budgeted position.

Communication Specialist - replacement of one vacant and budgeted position.

Electrical Trades Helper - replacement of two vacant and budgeted positions.

Municipal Court Marshal - replacement of one vacant and budgeted position.

Detention Specialist - replacement of five vacant and budgeted positions.

Law Clerk - 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, Director
Personnel & Employee Relations

Agenda Item

IV. (c)

AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

City of Las Vegas

0034
October 5, 1983

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

Page 14

ITEM

Council Action

Department Action

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

1025

- A. AUTHORIZATION TO EXECUTE FOUR (4)
PROFESSIONAL SERVICE AGREEMENTS FOR THE
SENIOR CITIZENS LAW PROJECT: PROJECT
ATTORNEY, PARALEGAL, SECRETARY AND
RECEPTIONIST

Levy -
APPROVED as recom-
mended by staff
Items A and B.
Unanimous

Staff to proceed

- B. A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LAS VEGAS, NEVADA, AUTHORIZING
THE SUBMISSION OF AN APPLICATION TO THE
ECONOMIC DEVELOPMENT ADMINISTRATION FOR
ASSISTANCE UNDER TITLE I LOCAL PUBLIC
WORKS PROGRAM.

APPROVED
See Item A above

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

AGENDA DOCUMENTATION

Date: September 26, 1983

TO: The City Council

FROM: ASHLEY HALL
DEPUTY CITY MANAGERSUBJECT: AUTHORIZATION TO EXECUTE FOUR (4) PROFESSIONAL SERVICE AGREEMENTS FOR THE SENIOR
CITIZENS LAW PROJECT: PROJECT ATTORNEY, PARALEGAL, SECRETARY AND RECEPTIONISTPURPOSE/BACKGROUND

On August 17, 1983, authorization was given by the City Council to the Department of Funds Coordination to file a grant application with the Division for Aging Services to fund the Senior Citizens Law Project. Said application was subsequently filed and notification of grant award was received. The grant award, which is effective October 1, 1983 through September 30, 1984, includes the provision of annual compensation for four of the Project's staff as follows:

- | | |
|---------------------|----------|
| 1) Project Attorney | \$30,000 |
| 2) Paralegal | 16,800 |
| 3) Secretary | 16,800 |
| 4) Receptionist | 1,800 |

The aforementioned staff are currently working for the Project and will continue to do so for the period covering October 1, 1983 to September 30, 1984. They will provide services to the Law Project as delineated in the attached agreements and will be compensated on a semi-monthly basis for such services.

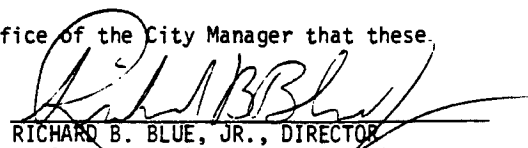
Authorization is hereby sought to execute professional service contracts for these employees.

FISCAL IMPACT

\$79,843 -- This amount will be funded from the State Division for Aging Services Grant #AOAN86 awarded to the City effective October 1, 1983 through September 30, 1984.

RECOMMENDATIONS

It is the recommendation of the Office of the City Manager that these Agreements be approved.



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

Agenda Item

IV. (d) A.

AGREEMENT BETWEEN THE CITY OF LAS VEGAS

AND

RICHARD E. DONALDSON

FOR

ATTORNEY/PROJECT DIRECTOR OF THE
SENIOR CITIZENS LAW PROJECT

THIS AGREEMENT, entered into this 1st day of October, 1983 by and between the City of Las Vegas (hereinafter called the "Sponsor") and RICHARD E. DONALDSON, Las Vegas, Nevada, (hereinafter called the "Attorney").

PART I

WITNESSETH:

WHEREAS, the Sponsor desires to engage the Attorney to render professional services hereafter described in connection with the Senior Citizens Law Project which is expected to be partially financed under the Title III of the Older Americans Act of 1965 (P.L. 94.135),

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. DEFINITIONS. That the following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise:

- a. The "Project" shall mean the Senior Citizens Law Project as described in Attachment 1, Statement of Work.
- b. The "Agreement" shall mean this written agreement between the Sponsor and the Attorney, and any amendments thereto, to perform the work detailed in this Project.
- c. The "Grant" shall mean the grant awarded the Sponsor under Title III of the Older Americans Act.

SECTION 2. EMPLOYMENT OF THE ATTORNEY. The Sponsor hereby agrees to engage the Attorney and the Attorney agrees to perform the services set forth, as follows:

The Attorney will administer the Senior Citizens Law Project in accordance with the guidelines and provisions established in the Grant awarded by the State of Nevada, Division for Aging Services under Title III of the Older Americans Act of 1965 as amended (P.L. 91.135). Under the Grant, the Attorney will render legal service to citizens 60 years and older residing within Clark County and Pahrump, Nevada, who fall within the Grant guidelines.

SECTION 3. INDEPENDENT CONTRACTOR. It is agreed that the Attorney shall perform as an independent contractor under this Agreement. The Attorney is, for all purposes arising out of this Agreement, an independent contractor pursuant to Nevada Revised Statute 284.173 and shall not be deemed an employee of the Sponsor. It is expressly understood and agreed that there shall be no (1) withholding of income taxes by the Sponsor; (2) industrial insurance coverage provided by the Sponsor; (3) participation in group insurance plans which may be available to employees of the Sponsor; (4) participation or contributions by either the independent contractor or the Sponsor to the Public Employees' Retirement System.

SECTION 4. INDEMNITY. The Attorney shall exonerate, indemnify and hold harmless Sponsor from and against, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to Attorney in performance of this Agreement. The Sponsor, and its agents and employees, shall not be, nor be held, liable for any liabilities, penalties or forfeitures, or for any damage to the goods, properties or effects of the Attorney, or of any other persons, nor for personal injury to, or death of them, whether caused by or resulting from any negligent act or omission of Attorney. The Attorney further agrees to indemnify and hold harmless the Sponsor and Sponsor's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by Sponsor on account of any claim. The Attorney agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Attorney shall indemnify and hold harmless Sponsor from all claims arising by reason of the work done or by reason of any act or omission of the Attorney.

SECTION 5. INSURANCE. The Sponsor will provide at Project or Sponsor expense all appropriate insurance coverage necessary to meet the obligations set forth in Section 4.

SECTION 6. SERVICES TO BE PERFORMED BY ATTORNEY. The Attorney shall perform all necessary services as described in Attachment 1, Statement of Work.

SECTION 7. PERIOD OF PERFORMANCE. The Period of Performance shall have commenced the first day of October, 1983 and shall terminate the 30th day of September, 1984.

SECTION 8. COMPENSATION. The Attorney shall be compensated for services in such amount and in such manner as detailed in Attachment 2, Schedule of Compensation.

SECTION 9. TERMINATION OF AGREEMENT FOR CAUSE. If the Attorney shall materially breach any of the agreements or stipulations of the Agreement, the Sponsor shall thereupon have the right to terminate this Agreement by giving written notice to the Attorney of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished legal documents prepared by the Attorney under this Agreement shall be the property of the Sponsor.

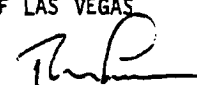
SECTION 10. TERMINATION FOR CONVENIENCE OF SPONSOR. The Sponsor may terminate this Agreement at any time funds are not available under the Grant due to suspension or termination of the Grant by giving written notice to the Attorney of such termination and specifying the effective date thereof at least fourteen (14) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials remain as property of the Sponsor.

SECTION 11. TERMINATION OF SUSPENSION BY ATTORNEY. The Attorney may suspend work when funds are not available to the Sponsor for payment of services rendered under terms of the Compensation Schedule (Attachment 1) or in the event of a material breach of this Agreement by the Sponsor, or in the event the Attorney shall provide ninety (90) days notice to the Sponsor in writing. In such event, all finished or unfinished documents and records prepared under the Project shall remain as property of the Sponsor.

SECTION 12. EQUAL EMPLOYMENT OPPORTUNITY. (a) The Attorney will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Attorney shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. The Attorney agrees to post in conspicuous places available to employees notices to be provided setting forth the provisions of this non-discrimination clause. The Attorney will, in all solicitations or advertisements for employees placed on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to race, color, religion sex or national origin. (b) The Attorney shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as may be required. (c) The Attorney agrees to comply with such rules, regulations or guidelines as may be issued to implement these requirements.

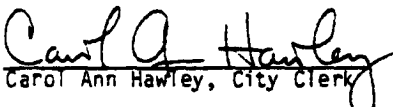
IN WITNESS WHEREOF THE SPONSOR AND THE ATTORNEY HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY OF LAS VEGAS

BY 

RON LURIE, MAYOR PRO-TEM

ATTEST:


Carol Ann Hawley, City Clerk


RICHARD E. DONALDSON (ATTORNEY)

ATTACHMENT 1: STATEMENT OF WORK

Under the guidance of the Sponsor, the Attorney will perform the following duties:

- (1) Assume responsibility for the daily administration of the Project.
- (2) Assume responsibility for hiring, training, supervising and termination of Project personnel who have contracts with the Sponsor or are CETA personnel.
- (3) Assume responsibility for the hiring of Project staff in accordance with established EEO and Affirmative Action guidelines.
- (4) Ensure the quality of legal services rendered by reviewing all cases for proper documentation and compliance with legal requirements.
- (5) Ensure the confidentiality of case and record information by instituting safeguards.
- (6) Ensure the confidentiality and quality of legal services rendered by operating the program according to the Canons, Considerations and Rules of the American Bar Association and other applicable tenants of professional responsibility.
- (7) Represent project clients at the bar.
- (8) Represent the program to the community.
- (9) Prepare required monthly, quarterly and annual reports.
- (10). Serve as liaison to the Senior Citizens Law Project Advisory Board.
- (11) Attend gerontology training sessions or seminars where appropriate.
- (12) Conduct outreach efforts.

ATTACHMENT 2: SCHEDULE OF COMPENSATION

The Attorney shall receive compensation per the following schedule:

October 19, 1983	\$ 1,250
November 2, 1983	1,250
November 16, 1983	1,250
Decmeber 7, 1983	1,250
December 21, 1983	1,250
January 4, 1984	1,250
January 18, 1984	1,250
Februray 1, 1984	1,250
February 15, 1984	1,250
March 7, 1984	1,250
March 21, 1984	1,250
April 4, 1984	1,250
April 18, 1984	1,250
May 2, 1984	1,250
May 16, 1984	1,250
June 6, 1984	1,250
June 20, 1984	1,250
July 5, 1984	1,250
July 18, 1984	1,250
August 1, 1984	1,250
August 15, 1984	1,250
September 5, 1984	1,250
September 19, 1984	1,250
October 3, 1984	<u>1,250</u>
TOTAL	<u>\$ 30,000</u>

AGREEMENT BETWEEN THE CITY OF LAS VEGAS

AND

RICHARD E. DONALDSON

FOR

ATTORNEY/PROJECT DIRECTOR OF THE
SENIOR CITIZENS LAW PROJECT

THIS AGREEMENT, entered into this 5th day of October, 1983 by and between the City of Las Vegas (hereinafter called the "Sponsor") and RICHARD E. DONALDSON, Las Vegas, Nevada, (hereinafter called the "Attorney").

PART I

WITNESSETH:

WHEREAS, the Sponsor desires to engage the Attorney to render professional services hereafter described in connection with the Senior Citizens Law Project which is expected to be partially financed under the Title III of the Older Americans Act of 1965 (P.L. 94.135),

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. DEFINITIONS. That the following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise:

- a. The "Project" shall mean the Senior Citizens Law Project as described in Attachment 1, Statement of Work.
- b. The "Agreement" shall mean this written agreement between the Sponsor and the Attorney, and any amendments thereto, to perform the work detailed in this Project.
- c. The "Grant" shall mean the grant awarded the Sponsor under Title III of the Older Americans Act.

SECTION 2. EMPLOYMENT OF THE ATTORNEY. The Sponsor hereby agrees to engage the Attorney and the Attorney agrees to perform the services set forth, as follows:

The Attorney will administer the Senior Citizens Law Project in accordance with the guidelines and provisions established in the Grant awarded by the State of Nevada, Division for Aging Services under Title III of the Older Americans Act of 1965 as amended (P.L. 91.135). Under the Grant, the Attorney

will render legal service to citizens 60 years and older residing within Clark County and Pahrump, Nevada, who fall within the Grant guidelines.

Under the guidance of the Sponsor, the Attorney will perform the following duties:

- (1) Assume responsibility for the daily administration of the Project.
- (2) Assume responsibility for hiring, training, supervising and termination of Project personnel who have contracts with the Sponsor or are CETA personnel.
- (3) Assume responsibility for the hiring of Project staff in accordance with established EEO and Affirmative Action guidelines.
- (4) Ensure the quality of legal services rendered by reviewing all cases for proper documentation and compliance with legal requirements.
- (5) Ensure the confidentiality of case and record information by instituting safeguards.
- (6) Ensure the confidentiality and quality of legal services rendered by operating the program according to the Canons, Considerations and Rules of the American Bar Association and other applicable tenants of professional responsibility.
- (7) Represent project clients at the bar.
- (8) Represent the program to the community.
- (9) Prepare required monthly, quarterly and annual reports.
- (10) Serve as liaison to the Senior Citizens Law Project Advisory Board.
- (11) Attend gerontology training sessions or seminars where appropriate.
- (12) Conduct outreach efforts.

SECTION 3. INDEPENDENT CONTRACTOR. It is agreed that the Attorney shall perform as an independent contractor under this Agreement. The Attorney is, for all purposes arising out of this Agreement, an independent contractor pursuant to Nevada Revised Statute 284.173 and shall not be deemed an employee of the Sponsor. It is expressly understood and agreed that there shall be no (1) withholding of income taxes by the Sponsor; (2) industrial insurance coverage provided by the Sponsor; (3) participation in group insurance plans which may be available to employees of the Sponsor; (4) participation or contributions by either the independent contractor or the Sponsor to the Public Employees' Retirement System.

SECTION 4. INDEMNITY. The Attorney shall exonerate, indemnify and hold harmless Sponsor from and against, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to Attorney in performance of this Agreement. The Sponsor, and its agents and employees, shall not be, nor be held, liable for any liabilities, penalties or forfeitures, or for any damage to the goods, properties or effects of the Attorney, or of any other persons, nor for personal injury to, or death of them, whether caused by or resulting from any negligent act or omission of Attorney. The Attorney further agrees to indemnify and hold harmless the Sponsor and Sponsor's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by Sponsor on account of any claim. The Attorney agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Attorney shall indemnify and hold harmless Sponsor from all claims arising by reason of the work done or by reason of any act or omission of the Attorney.

SECTION 5. SERVICES TO BE PERFORMED BY ATTORNEY. The Attorney shall perform all necessary services as described in Attachment 1, Statement of Work.

SECTION 6. PERIOD OF PERFORMANCE. The Period of Performance shall have commenced the first day of October, 1983 and shall terminate the 30th day of September, 1984.

SECTION 7. COMPENSATION. The Attorney shall be compensated for services in such amount and in such manner as detailed in Attachment 2, Schedule of Compensation.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If the Attorney shall materially breach any of the agreements or stipulations of the Agreement, the Sponsor shall thereupon have the right to terminate this Agreement by giving written notice to the Attorney of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished legal documents prepared by the Attorney under this Agreement shall be the property of the Sponsor.

SECTION 9. TERMINATION FOR CONVENIENCE OF SPONSOR. The Sponsor may terminate this Agreement at any time funds are available under the Grant due to suspension or termination of the Grant by giving written notice to the Attorney of such termination and specifying the effective date thereof at least fourteen (14) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials remain as property of the Sponsor.

0044

SECTION 10. TERMINATION OF SUSPENSION BY ATTORNEY. The Attorney may suspend work when funds are not available to the Sponsor for payment of services rendered under terms of the Compensation Schedule (Attachment 1) of this Agreement. In such event, all finished or unfinished documents and records prepared under the Project shall remain as property of the Sponsor.

SECTION 11. EQUAL EMPLOYMENT OPPORTUNITY. (a) The Attorney will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Attorney shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. The Attorney agrees to post in conspicuous places available to employees notices to be provided setting forth the provisions of this non-discrimination clause. The Attorney will, in all solicitations or advertisements for employees placed on behalf of the Attorney, state that all qualified applicants will receive consideration for employment without regard to race, color, religion sex or national origin. (b) The Attorney shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as may be required. (c) The Attorney agrees to comply with such rules, regulations or guidelines as may be issued to implement these requirements.

IN WITNESS WHEREOF THE SPONSOR AND THE ATTORNEY HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY OF LAS VEGAS

BY William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

RICHARD E. DONALDSON (ATTORNEY)

0045

AGREEMENT BETWEEN THE CITY OF LAS VEGAS

AND

JEAN PARROTT

FOR

PARALEGAL SERVICES
SENIOR CITIZENS LAW PROJECT

THIS AGREEMENT, entered into this 5th day of October, 1983 by and between the City of Las Vegas (hereinafter called the "Sponsor") and JEAN PARROTT, Las Vegas, Nevada, (hereinafter called the "Paralegal").

PART I

WITNESSETH:

WHEREAS, the Sponsor desires to engage the Paralegal to render professional services hereafter described in connection with the Senior Citizens Law Project which is expected to be partially financed under the Title III of the Older Americans Act of 1965 (P.L. 94.135),

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. DEFINITIONS. That the following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise:

- a. The "Project" shall mean the Senior Citizens Law Project as described in Attachment 1, Statement of Work.
- b. The "Agreement" shall mean this written agreement between the Sponsor and the Paralegal, and any amendments thereto, to perform the work detailed in this Project.
- c. The "Grant" shall mean the grant awarded the Sponsor under Title III of the Older Americans Act.

SECTION 2. EMPLOYMENT OF THE PARALEGAL. The Sponsor hereby agrees to engage the Paralegal and the Paralegal agrees to perform the services set forth in Attachment 1, Statement of Work, in connection with the Project of the Sponsor under ADAN 86. It is both desirable and necessary to employ the Paralegal as an independent contractor to assist the Sponsor in implementing the aforementioned Grant.

SECTION 3. INDEPENDENT CONTRACTOR. It is agreed that the Paralegal shall perform as an independent contractor under this Agreement. The Paralegal is, for all purposes arising out of this Agreement, an independent contractor pursuant to Nevada Revised Statute 284.173 and shall not be deemed an employee of the Sponsor. It is expressly understood and agreed that there shall be no (1) withholding of income taxes by the Sponsor; (2) industrial insurance coverage provided by the Sponsor; (3) participation in group insurance plans which may be available to employees of the Sponsor; (4) participation or contributions by either the independent contractor or the Sponsor to the Public Employees' Retirement System.

SECTION 4. INDEMNITY. The Paralegal shall exonerate, indemnify and hold harmless Sponsor from and against, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to Paralegal in performance of this Agreement. The Sponsor, and its agents and employees, shall not be, nor be held, liable for any liabilities, penalties or forfeitures, or for any damage to the goods, properties or effects of the Paralegal, or of any other persons, nor for personal injury to, or death of them, whether caused by or resulting from any negligent act or omission of Paralegal. The Paralegal further agrees to indemnify and hold harmless the Sponsor and Sponsor's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by Sponsor on account of any claim. The Paralegal agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Paralegal shall indemnify and hold harmless Sponsor from all claims arising by reason of the work done or by reason of any act or omission of the Paralegal.

SECTION 5. SERVICES TO BE PERFORMED BY PARALEGAL. The Paralegal shall perform all necessary services as described in Attachment 1, Statement of Work.

SECTION 6. PERIOD OF PERFORMANCE. The Period of Performance shall have commenced the first day of October, 1983 and shall terminate the 30th day of September, 1984. The parties agree that the performance of the Paralegal shall be reviewed by the Sponsor and the Senior Citizens Law Project Advisory Board on March 1, 1984 and that following such evaluation, this Agreement may be terminated with or without cause with the approval of the Sponsor and the Advisory Board jointly.

SECTION 7. COMPENSATION. The Paralegal shall be compensated for services in such amount and in such manner as detailed in Attachment 2, Schedule of Compensation.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, the Paralegal shall fail to fulfill in timely and proper manner her obligations under this Agreement, or if the Paralegal shall violate any of the covenants, agreements or stipulations of the Agreement, the Sponsor through the direction of the Senior Citizens Law Project shall thereupon have the right to terminate this Agreement by giving written notice to the Paralegal of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

In such event, all finished or unfinished legal documents prepared by the Paralegal under this Agreement shall be the property of the Sponsor.

The Paralegal shall not be relieved of liability to the Sponsor for damages sustained by the Sponsor by virtue of any breach of the Agreement by the Paralegal and the Sponsor may withhold any payments to the Paralegal for the purpose of setoff until such time as the exact amount of damages due the Sponsor from the Paralegal is determined.

SECTION 9. TERMINATION FOR CONVENIENCE OF SPONSOR. The Sponsor may terminate this Agreement at any time funds are available under the Grant due to suspension or termination of the Grant by giving written notice to the Paralegal of such termination and specifying the effective date thereof at least fourteen (14) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials remain as property of the Sponsor.

SECTION 10. TERMINATION OF SUSPENSION BY PARALEGAL. The Paralegal may suspend work when funds are not available to the Sponsor for payment of services rendered under terms of the Compensation Schedule (Attachment 2) of this Agreement. In such event, all finished or unfinished documents and records prepared under the Project shall remain as property of the Sponsor.

IN WITNESS WHEREOF THE SPONSOR AND THE PARALEGAL HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY OF LAS VEGAS

BY William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

JEAN PARROTT (PARALEGAL)

ATTACHMENT 1: STATEMENT OF WORK

1. Conduct client interviews.
2. Perform assigned case services including negotiations, drafting of Wills and other documents where applicable, preparing homesteads, real estate transfers and affidavits. Advising and negotiating in landlord-tenant problems. Representing clients in Social Security Disability hearings and any Social Security problems. Preparing probate documents to settle small estates. Preparing all paperwork on Termination of Parental Rights and Adoptions. Preparing all paperwork on Termination of Guardianships. Advising clients of eligibility of social programs; such as: Title XIX, food stamps, rent subsidies, Section 8 program, Developmental Program, S.S.I. County Medical Assistance, Home Health Care, and many more. Advising clients where they might go to receive service in areas that are outside our guideline category.
3. Represent the program to the public upon request.
4. Conduct home visits and assist in outreach efforts.
5. Assist the Project Director.
6. Maintain client records.
7. Represent the Project Director at Board Meetings when his schedule precludes him from being present.
8. Perform related duties as required.

AGREEMENT BETWEEN THE CITY OF LAS VEGAS

AND

JEAN PARROTT

FOR

PARALEGAL SERVICES
SENIOR CITIZENS LAW PROJECT

THIS AGREEMENT, entered into this 5th day of October, 1983 by and between the City of Las Vegas (hereinafter called the "Sponsor") and JEAN PARROTT, Las Vegas, Nevada, (hereinafter called the "Paralegal").

PART I

WITNESSETH:

WHEREAS, the Sponsor desires to engage the Paralegal to render professional services hereafter described in connection with the Senior Citizens Law Project which is expected to be partially financed under the Title III of the Older Americans Act of 1965 (P.L. 94.135),

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. DEFINITIONS. That the following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise:

- a. The "Project" shall mean the Senior Citizens Law Project as described in Attachment 1, Statement of Work.
- b. The "Agreement" shall mean this written agreement between the Sponsor and the Paralegal, and any amendments thereto, to perform the work detailed in this Project.
- c. The "Grant" shall mean the grant awarded the Sponsor under Title III of the Older Americans Act.

SECTION 2. EMPLOYMENT OF THE PARALEGAL. The Sponsor hereby agrees to engage the Paralegal and the Paralegal agrees to perform the services set forth in Attachment 1, Statement of Work, in connection with the Project of the Sponsor under ADAN 86. It is both desirable and necessary to employ the Paralegal as an independent contractor to assist the Sponsor in implementing the aforementioned Grant.

SECTION 3. INDEPENDENT CONTRACTOR. It is agreed that the Paralegal shall perform as an independent contractor under this Agreement. The Paralegal is, for all purposes arising out of this Agreement, an independent contractor pursuant to Nevada Revised Statute 284.173 and shall not be deemed an employee of the Sponsor. It is expressly understood and agreed that there shall be no (1) withholding of income taxes by the Sponsor; (2) industrial insurance coverage provided by the Sponsor; (3) participation in group insurance plans which may be available to employees of the Sponsor; (4) participation or contributions by either the independent contractor or the Sponsor to the Public Employees' Retirement System.

SECTION 4. INDEMNITY. The Paralegal shall exonerate, indemnify and hold harmless Sponsor from and against, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to Paralegal in performance of this Agreement. The Sponsor, and its agents and employees, shall not be, nor be held, liable for any liabilities, penalties or forfeitures, or for any damage to the goods, properties or effects of the Paralegal, or of any other persons, nor for personal injury to, or death of them, whether caused by or resulting from any negligent act or omission of Paralegal. The Paralegal further agrees to indemnify and hold harmless the Sponsor and Sponsor's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by Sponsor on account of any claim. The Paralegal agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Paralegal shall indemnify and hold harmless Sponsor from all claims arising by reason of the work done or by reason of any act or omission of the Paralegal.

SECTION 5. SERVICES TO BE PERFORMED BY PARALEGAL. The Paralegal shall perform all necessary services as described in Attachment 1, Statement of Work.

SECTION 6. PERIOD OF PERFORMANCE. The Period of Performance shall have commenced the first day of October, 1983 and shall terminate the 30th day of September, 1984. The parties agree that the performance of the Paralegal shall be reviewed by the Sponsor and the Senior Citizens Law Project Advisory Board on March 1, 1984 and that following such evaluation, this Agreement may be terminated with or without cause with the approval of the Sponsor and the Advisory Board jointly.

SECTION 7. COMPENSATION. The Paralegal shall be compensated for services in such amount and in such manner as detailed in Attachment 2, Schedule of Compensation.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, the Paralegal shall fail to fulfill in timely and proper manner her obligations under this Agreement, or if the Paralegal shall violate any of the covenants, agreements or stipulations of the Agreement, the Sponsor through the direction of the Senior Citizens Law Project shall thereupon have the right to terminate this Agreement by giving written notice to the Paralegal of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

In such event, all finished or unfinished legal documents prepared by the Paralegal under this Agreement shall be the property of the Sponsor.

The Paralegal shall not be relieved of liability to the Sponsor for damages sustained by the Sponsor by virtue of any breach of the Agreement by the Paralegal and the Sponsor may withhold any payments to the Paralegal for the purpose of setoff until such time as the exact amount of damages due the Sponsor from the Paralegal is determined.

SECTION 9. TERMINATION FOR CONVENIENCE OF SPONSOR. The Sponsor may terminate this Agreement at any time funds are not available under the Grant due to suspension or termination of the Grant by giving written notice to the Paralegal of such termination and specifying the effective date thereof at least fourteen (14) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials remain as property of the Sponsor.

SECTION 10. TERMINATION OF SUSPENSION BY PARALEGAL. The Paralegal may suspend work when funds are not available to the Sponsor for payment of services rendered under terms of the Compensation Schedule (Attachment 2) of this Agreement. In such event, all finished or unfinished documents and records prepared under the Project shall remain as property of the Sponsor.

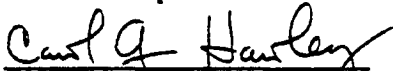
IN WITNESS WHEREOF THE SPONSOR AND THE PARALEGAL HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY OF LAS VEGAS

BY 

RON LURIE, MAYOR PRO-TEM

ATTEST:


Carol Ann Hawley, City Clerk


JEAN PARROTT (PARALEGAL)

ATTACHMENT 1: STATEMENT OF WORK

1. Conduct client interviews.
2. Perform assigned case services including negotiations, drafting of Wills and other documents where applicable, preparing homesteads, real estate transfers and affidavits. Advising and negotiating in landlord-tenant problems. Representing clients in Social Security Disability hearings and any Social Security problems. Preparing probate documents to settle small estates. Preparing all paperwork on Termination of Parental Rights and Adoptions. Preparing all paperwork on Termination of Guardianships. Advising clients of eligibility of social programs, such as: Title XIX, food stamps, rent subsidies, Section 8 program, Developmental Program, S.S.I. County Medical Assistance, Home Health Care, and many more. Advising clients where they might go to receive service in areas that are outside our guideline category.
3. Represent the program to the public upon request.
4. Conduct home visits and assist in outreach efforts.
5. Assist the Project Director.
6. Maintain client records.
7. Represent the Project Director at Board Meetings when his schedule precludes him from being present.
8. Perform related duties as required.

CITY COUNCIL MINUTES - OCTOBER 5, 1983

ATTACHMENT 2: SCHEDULE OF COMPENSATION

0053

The Paralegal shall receive compensation per the following schedule:

October 19, 1983	\$ 700
November 2, 1983	700
November 16, 1983	700
Decmeber 7, 1983	700
December 21, 1983	700
January 4, 1984	700
January 18, 1984	700
Februray 1, 1984	700
February 15, 1984	700
March 7, 1984	700
March 21, 1984	700
April 4, 1984	700
April 18, 1984	700
May 2, 1984	700
May 16, 1984	700
June 6, 1984	700
June 20, 1984	700
July 5, 1984	700
July 18, 1984	700
August 1, 1984	700
August 15, 1984	700
September 5, 1984	700
September 19, 1984	700
October 3, 1984	<u>700</u>
TOTAL	<u>\$16,800</u>

AGREEMENT BETWEEN THE CITY OF LAS VEGAS

AND

DOROTHY B. GORDON

FOR

SECRETARIAL SERVICES
SENIOR CITIZENS LAW PROJECT

THIS AGREEMENT, entered into this 5th day of October, 1983 by and between the City of Las Vegas (hereinafter called the "Sponsor") and DOROTHY B. GORDON, Las Vegas, Nevada, (hereinafter called the "Secretary").

PART I

WITNESSETH:

WHEREAS, the Sponsor desires to engage the Secretary to render professional services hereafter described in connection with the Senior Citizens Law Project which is expected to be partially financed under the Title III of the Older Americans Act of 1965 (P.L. 94.135),

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. DEFINITIONS. That the following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise:

- a. The "Project" shall mean the Senior Citizens Law Project as described in Attachment 1, Statement of Work.
- b. The "Agreement" shall mean this written agreement between the Sponsor and the Secretary, and any amendments thereto, to perform the work detailed in this Project.
- c. The "Grant" shall mean the grant awarded the Sponsor under Title III of the Older Americans Act.

SECTION 2. EMPLOYMENT OF THE SECRETARY. The Sponsor hereby agrees to engage the Secretary and the Secretary agrees to perform the services set forth in Attachment 1, Statement of Work, in connection with the Project of the Sponsor under AOAN 86. It is both desirable and necessary to employ the Secretary as an independent contractor to assist the Sponsor in implementing the aforementioned Grant.

SECTION 3. INDEPENDENT CONTRACTOR. It is agreed that the Secretary shall perform as an independent contractor under this Agreement. The Secretary is, for all purposes arising out of this Agreement, an independent contractor pursuant to Nevada Revised Statute 284.173 and shall not be deemed an employee of the Sponsor. It is expressly understood and agreed that there shall be no (1) withholding of income taxes by the Sponsor; (2) industrial insurance coverage provided by the Sponsor; (3) participation in group insurance plans which may be available to employees of the Sponsor; (4) participation or contributions by either the independent contractor or the Sponsor to the Public Employees' Retirement System.

SECTION 4. INDEMNITY. The Secretary shall exonerate, indemnify and hold harmless Sponsor from and against, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to Secretary in performance of this Agreement. The Sponsor, and its agents and employees, shall not be, nor be held, liable for any liabilities, penalties or forfeitures, or for any damage to the goods, properties or effects of the Secretary, or of any other persons, nor for personal injury to, or death of them, whether caused by or resulting from any negligent act or omission of Secretary. The Secretary further agrees to indemnify and hold harmless the Sponsor and Sponsor's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by Sponsor on account of any claim. The Secretary agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Secretary shall indemnify and hold harmless Sponsor from all claims arising by reason of the work done or by reason of any act or omission of the Secretary.

SECTION 5. SERVICES TO BE PERFORMED BY SECRETARY. The Secretary shall perform all necessary services as described in Attachment 1, Statement of Work.

SECTION 6. PERIOD OF PERFORMANCE. The Period of Performance shall have commenced the first day of October, 1983 and shall terminate the 30th day of September, 1984. The parties agree that the performance of the Secretary shall be reviewed by the Sponsor and the Senior Citizens Law Project Advisory Board on March 1, 1984 and that following such evaluation, this Agreement may be terminated with or without cause with the approval of the Sponsor and the Advisory Board jointly.

SECTION 7. COMPENSATION. The Secretary shall be compensated for services in such amount and in such manner as detailed in Attachment 2, Schedule of Compensation.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, the Secretary shall fail to fulfill in timely and proper manner her obligations under this Agreement, or if the Secretary shall violate any of the covenants, agreements or stipulations of the Agreement, the Sponsor through the direction of the Senior Citizens Law Project shall thereupon have the right to terminate this Agreement by giving written notice to the Secretary of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

In such event, all finished or unfinished legal documents prepared by the Secretary under this Agreement shall be the property of the Sponsor.

The Secretary shall not be relieved of liability to the Sponsor for damages sustained by the Sponsor by virtue of any breach of the Agreement by the Secretary and the Sponsor may withhold any payments to the Secretary for the purpose of setoff until such time as the exact amount of damages due the Sponsor from the Secretary is determined.

SECTION 9. TERMINATION FOR CONVENIENCE OF SPONSOR. The Sponsor may terminate this Agreement at any time funds are available under the Grant due to suspension or termination of the Grant by giving written notice to the Secretary of such termination and specifying the effective date thereof at least fourteen (14) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials remain as property of the Sponsor.

SECTION 10. TERMINATION OF SUSPENSION BY SECRETARY. The Secretary may suspend work when funds are not available to the Sponsor for payment of services rendered under terms of the Compensation Schedule (Attachment 2) of this Agreement. In such event, all finished or unfinished documents and records prepared under the Project shall remain as property of the Sponsor.

IN WITNESS WHEREOF THE SPONSOR AND THE SECRETARY HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY OF LAS VEGAS

By William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

DOROTHY B. GORDON (SECRETARY)

ATTACHMENT 1: STATEMENT OF WORK

Perform all duties as secretary to the Director of the Senior Citizens Law Project, including the following:

1. Making all appointments and keeping the Director's appointment calendar, including Court appearances, etc.
2. Handling all correspondence for Director, including dictation and preparing routine correspondence for Director's signature.
3. Preparing legal documents for Court and/or Social Security hearings.
4. Perform all secretarial duties as required by the Director.
5. Serve as Secretary to the Advisory Board of the Senior Citizens Law Project, and record all minutes of meetings thereof and perform other duties as required.
6. Attend training sessions and/or seminars, as required.

AGREEMENT BETWEEN THE CITY OF LAS VEGAS

AND

DOROTHY B. GORDON

FOR

SECRETARIAL SERVICES
SENIOR CITIZENS LAW PROJECT

THIS AGREEMENT, entered into this 5th day of October, 1983 by and between the City of Las Vegas (hereinafter called the "Sponsor") and DOROTHY B. GORDON, Las Vegas, Nevada, (hereinafter called the "Secretary").

PART I

WITNESSETH:

WHEREAS, the Sponsor desires to engage the Secretary to render professional services hereafter described in connection with the Senior Citizens Law Project which is expected to be partially financed under the Title III of the Older Americans Act of 1965 (P.L. 94.135),

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. DEFINITIONS. That the following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise:

- a. The "Project" shall mean the Senior Citizens Law Project as described in Attachment 1, Statement of Work.
- b. The "Agreement" shall mean this written agreement between the Sponsor and the Secretary, and any amendments thereto, to perform the work detailed in this Project.
- c. The "Grant" shall mean the grant awarded the Sponsor under Title III of the Older Americans Act.

SECTION 2. EMPLOYMENT OF THE SECRETARY. The Sponsor hereby agrees to engage the Secretary and the Secretary agrees to perform the services set forth in Attachment 1, Statement of Work, in connection with the Project of the Sponsor under AOAN 86. It is both desirable and necessary to employ the Secretary as an independent contractor to assist the Sponsor in implementing the aforementioned Grant.

SECTION 3. INDEPENDENT CONTRACTOR. It is agreed that the Secretary shall perform as an independent contractor under this Agreement. The Secretary is, for all purposes arising out of this Agreement, an independent contractor pursuant to Nevada Revised Statute 284.173 and shall not be deemed an employee of the Sponsor. It is expressly understood and agreed that there shall be no (1) withholding of income taxes by the Sponsor; (2) industrial insurance coverage provided by the Sponsor; (3) participation in group insurance plans which may be available to employees of the Sponsor; (4) participation or contributions by either the independent contractor or the Sponsor to the Public Employees' Retirement System.

SECTION 4. INDEMNITY. The Secretary shall exonerate, indemnify and hold harmless Sponsor from and against, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to Secretary in performance of this Agreement. The Sponsor, and its agents and employees, shall not be, nor be held, liable for any liabilities, penalties or forfeitures, or for any damage to the goods, properties or effects of the Secretary, or of any other persons, nor for personal injury to, or death of them, whether caused by or resulting from any negligent act or omission of Secretary. The Secretary further agrees to indemnify and hold harmless the Sponsor and Sponsor's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by Sponsor on account of any claim. The Secretary agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Secretary shall indemnify and hold harmless Sponsor from all claims arising by reason of the work done or by reason of any act or omission of the Secretary.

SECTION 5. SERVICES TO BE PERFORMED BY SECRETARY. The Secretary shall perform all necessary services as described in Attachment 1, Statement of Work.

SECTION 6. PERIOD OF PERFORMANCE. The Period of Performance shall have commenced the first day of October, 1983 and shall terminate the 30th day of September, 1984. The parties agree that the performance of the Secretary shall be reviewed by the Sponsor and the Senior Citizens Law Project Advisory Board on March 1, 1984 and that following such evaluation, this Agreement may be terminated with or without cause with the approval of the Sponsor and the Advisory Board jointly.

SECTION 7. COMPENSATION. The Secretary shall be compensated for services in such amount and in such manner as detailed in Attachment 2, Schedule of Compensation.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, the Secretary shall fail to fulfill in timely and proper manner her obligations under this Agreement, or if the Secretary shall violate any of the covenants, agreements or stipulations of the Agreement, the Sponsor through the direction of the Senior Citizens Law Project shall thereupon have the right to terminate this Agreement by giving written notice to the Secretary of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination.

In such event, all finished or unfinished legal documents prepared by the Secretary under this Agreement shall be the property of the Sponsor.

The Secretary shall not be relieved of liability to the Sponsor for damages sustained by the Sponsor by virtue of any breach of the Agreement by the Secretary and the Sponsor may withhold any payments to the Secretary for the purpose of setoff until such time as the exact amount of damages due the Sponsor from the Secretary is determined.

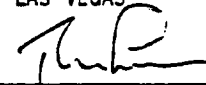
SECTION 9. TERMINATION FOR CONVENIENCE OF SPONSOR. The Sponsor may terminate this Agreement at any time funds are not available under the Grant due to suspension or termination of the Grant by giving written notice to the Secretary of such termination and specifying the effective date thereof at least fourteen (14) days prior to the effective date of such termination. In that event, all finished or unfinished documents and other materials remain as property of the Sponsor.

SECTION 10. TERMINATION OF SUSPENSION BY SECRETARY. The Secretary may suspend work when funds are not available to the Sponsor for payment of services rendered under terms of the Compensation Schedule (Attachment 2) of this Agreement. In such event, all finished or unfinished documents and records prepared under the Project shall remain as property of the Sponsor.

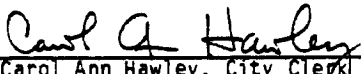
IN WITNESS WHEREOF THE SPONSOR AND THE SECRETARY HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

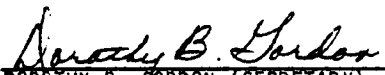
CITY OF LAS VEGAS

BY


RON LURIE, MAYOR PRO-TEM

ATTEST:


Carol Ann Hawley, City Clerk


DOROTHY B. GORDON (SECRETARY)

ATTACHMENT 1: STATEMENT OF WORK

Perform all duties as secretary to the Director of the Senior Citizens Law Project, including the following:

1. Making all appointments and keeping the Director's appointment calendar, including Court appearances, etc.
2. Handling all correspondence for Director, including dictation and preparing routine correspondence for Director's signature.
3. Preparing legal documents for Court and/or Social Security hearings.
4. Perform all secretarial duties as required by the Director.
5. Serve as Secretary to the Advisory Board of the Senior Citizens Law Project, and record all minutes of meetings thereof and perform other duties as required.
6. Attend training sessions and/or seminars, as required.

CITY COUNCIL MINUTES - OCTOBER 5, 1983

ATTACHMENT 2: SCHEDULE OF COMPENSATION

0062

The Attorney shall receive compensation per the following schedule:

October 19, 1983	\$ 1,250
November 2, 1983	1,250
November 16, 1983	1,250
December 7, 1983	1,250
December 21, 1983	1,250
January 4, 1984	1,250
January 18, 1984	1,250
February 1, 1984	1,250
February 15, 1984	1,250
March 7, 1984	1,250
March 21, 1984	1,250
April 4, 1984	1,250
April 18, 1984	1,250
May 2, 1984	1,250
May 16, 1984	1,250
June 6, 1984	1,250
June 20, 1984	1,250
July 5, 1984	1,250
July 18, 1984	1,250
August 1, 1984	1,250
August 15, 1984	1,250
September 5, 1984	1,250
September 19, 1984	1,250
October 3, 1984	<u>1,250</u>
TOTAL	<u>\$ 30,000</u>

AGREEMENT BETWEEN THE CITY OF LAS VEGAS

AND

LOIS E. BLOWING

FOR

RECEPTIONIST SERVICES
SENIOR CITIZENS LAW PROJECT

THIS AGREEMENT, entered into this 5th day of October, 1983 by and between the City of Las Vegas (hereinafter called the "Sponsor") and LOIS E. BLOWING, Las Vegas, Nevada, (hereinafter called the "RECEPTIONIST").

PART I

WITNESSETH:

WHEREAS, the Sponsor desires to engage the Receptionist to render professional services hereafter described in connection with the Senior Citizens Law Project which is expected to be partially financed under the Title III of the Older Americans Act of 1965 (P.L. 94.135),

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. DEFINITIONS. That the following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise:

- a. The "Project" shall mean the Senior Citizens Law Project as described in Attachment 1, Statement of Work.
- b. The "Agreement" shall mean this written agreement between the Sponsor and the Receptionist, and any amendments thereto, to perform the work detailed in this Project.
- c. The "Grant" shall mean the grant awarded the Sponsor under Title III of the Older Americans Act.

SECTION 2. EMPLOYMENT OF THE RECEPTIONIST. The Sponsor hereby agrees to engage the Receptionist and the Receptionist agrees to perform the services set forth in Attachment 1, Statement of Work, in connection with the Project of the Sponsor under AOAN 86. It is both desirable and necessary to employ the Receptionist as an independent contractor to assist the Sponsor in implementing the aforementioned Grant.

SECTION 3. INDEPENDENT CONTRACTOR. It is agreed that the Receptionist shall perform as an independent contractor under this Agreement. The Receptionist is, for all purposes arising out of this Agreement, an independent contractor pursuant to Nevada Revised Statute 284.173 and shall not be deemed an employee of the Sponsor. It is expressly understood and agreed that there shall be no (1) withholding of income taxes by the Sponsor; (2) industrial insurance coverage provided by the Sponsor; (3) participation in group insurance plans which may be available to employees of the Sponsor; (4) participation or contributions by either the independent contractor or the Sponsor to the Public Employees' Retirement System.

SECTION 4. INDEMNITY. The Receptionist shall exonerate, indemnify and hold harmless Sponsor from and against, and shall assume full responsibility for, payment of all Federal, State and local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws, with respect to Receptionist in performance of this Agreement. The Sponsor, and its agents and employees, shall not be, nor be held, liable for any liabilities, penalties or forfeitures, or for any damage to the goods, properties or effects of the Receptionist, or of any other persons, nor for personal injury to, or death of them, whether caused by or resulting from any negligent act or omission of Receptionist. The Receptionist further agrees to indemnify and hold harmless the Sponsor and Sponsor's agents and employees against and from any and all of the foregoing liabilities, and any and all costs or expenses incurred by Sponsor on account of any claim. The Receptionist agrees to assume the foregoing obligations and liabilities, by which it is intended by both parties that Receptionist shall indemnify and hold harmless Sponsor from all claims arising by reason of the work done or by reason of any act or omission of the Receptionist.

SECTION 5. SERVICES TO BE PERFORMED BY RECEPTIONIST. The Receptionist shall perform all necessary services as described in Attachment 1, Statement of Work.

SECTION 6. PERIOD OF PERFORMANCE. The Period of Performance shall have commenced the first day of October, 1983 and shall terminate the 30th day of September, 1984. The parties agree that the performance of the Receptionist shall be reviewed by the Sponsor and the Senior Citizens Law Project Advisory Board on March 1, 1984 and that following such evaluation, this Agreement may be terminated with or without cause with the approval of the Sponsor and the Advisory Board jointly.

SECTION 7. COMPENSATION. The position shall be part-time and the Receptionist will work a minimum of six (6) hours per week and a maximum of twenty (20) hours per week; the schedule will be worked out between the Project Director and the Receptionist. The Receptionist shall be compensated for services in such amount and in such manner as detailed in Attachment 2, Schedule of Compensation.

SECTION 8. TERMINATION OF AGREEMENT FOR CAUSE. If, through any cause, the Receptionist shall fail to fulfill in timely and proper manner her obligations under this Agreement, or if the Receptionist shall violate any of the covenants, agreements or stipulations of

the Agreement, the Sponsor through the direction of the Senior Citizens Law Project shall thereupon have the right to terminate this Agreement by giving written notice to the Receptionist of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In such event, all finished or unfinished legal documents prepared by the Receptionist under this Agreement shall be the property of the Sponsor.

The Receptionist shall not be relieved of liability to the Sponsor for damages sustained by the Sponsor by virtue of any breach of the Agreement by the Receptionist and the Sponsor may withhold any payments to the Receptionist for the purpose of setoff until such time as the exact amount of damages due the Sponsor from the Receptionist is determined.

SECTION 9. TERMINATION FOR CONVENIENCE OF SPONSOR. The Sponsor may terminate this Agreement at any time funds are unavailable under the Grant due to suspension or termination of the Grant by giving written notice to the Receptionist of such termination and specifying the effective date thereof at least fourteen (14) days prior to the effective date of such termination.

SECTION 10. TERMINATION OF SUSPENSION BY RECEPTIONIST. The Receptionist may suspend work when funds are not available to the Sponsor for payment of services rendered under terms of the Compensation Schedule (Attachment 2) of this Agreement.

SECTION 11. PROPERTY OF SPONSOR. Upon the termination of this Agreement, either upon the expiration of the terms or sooner termination pursuant to Section 6, 8, 9 or 10 above, all finished or unfinished documents and records prepared under the Project shall remain as property of the Sponsor.

IN WITNESS WHEREOF THE SPONSOR AND THE RECEPTIONIST HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY OF LAS VEGAS (SPONSOR)

By William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

LOIS E. BLOWING (RECEPTIONIST)

ATTACHMENT 1: STATEMENT OF WORK

Perform all duties as Receptionist to the Senior
Citizens Law Project, including the following:

1. Answering the telephone.
2. Receiving the client who have come for appointments
and those seeking service.
3. Screening the clients and preparing an "Intake Sheet"
(interview sheet) before the client sees the Counselor.
4. Prepares the file by establishing a number; types
cards for permanent record.
5. Files the closed files in the large filing cabinet
and closes the file and permanent record card.

AGREEMENT BETWEEN THE CITY OF LAS VEGAS

AND

LOIS E. BLOWING

FOR

RECEPTIONIST SERVICES
SENIOR CITIZENS LAW PROJECT

THIS AGREEMENT, entered into this 5th day of October, 1983 by and between the City of Las Vegas (hereinafter called the "Sponsor") and LOIS E. BLOWING, Las Vegas, Nevada, (hereinafter called the "RECEPTIONIST").

PART I

WITNESSETH:

WHEREAS, the Sponsor desires to engage the Receptionist to render professional services hereafter described in connection with the Senior Citizens Law Project which is expected to be partially financed under the Title III of the Older Americans Act of 1965 (P.L. 94.135),

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SECTION 7. COMPENSATION. The position shall be part-time and the Receptionist will work a minimum of six (6) hours per week and a maximum of twenty (20) hours per week; the schedule will be worked out between the Project Director and the Receptionist. The Receptionist shall be compensated for services in such amount and in such manner as detailed in Attachment 2, Schedule of Compensation.

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the Agreement, the Sponsor through the direction of the Senior Citizens Law Project shall thereupon have the right to terminate this Agreement by giving written notice to the Receptionist of such termination and specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination. In such event, all finished or unfinished legal documents prepared by the Receptionist under this Agreement shall be the property of the Sponsor.

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SECTION 11. PROPERTY OF SPONSOR. Upon the termination of this Agreement, either upon the expiration of the terms or sooner termination pursuant to Section 6, 8, 9 or 10 above, all finished or unfinished documents and records prepared under the Project shall remain as property of the Sponsor.

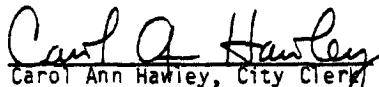
IN WITNESS WHEREOF THE SPONSOR AND THE RECEPTIONIST HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

CITY OF LAS VEGAS (SPONSOR)

BY 

RON LURIE, MAYOR PRO-TEM

ATTEST:


Carol Ann Hawley, City Clerk


LOIS E. BLOWING (RECEPTIONIST)

ATTACHMENT 1: STATEMENT OF WORK

Under the guidance of the Sponsor, the Attorney will perform the following duties:

- (1) Assume responsibility for the daily administration of the Project.
- (2) Assume responsibility for hiring, training, supervising and termination of Project personnel who have contracts with the Sponsor or are CETA personnel.
- (3) Assume responsibility for the hiring of Project staff in accordance with established EEO and Affirmative Action guidelines.
- (4) Ensure the quality of legal services rendered by reviewing all cases for proper documentation and compliance with legal requirements.
- (5) Ensure the confidentiality of case and record information by instituting safeguards.
- (6) Ensure the confidentiality and quality of legal services rendered by operating the program according to the Canons, Considerations and Rules of the American Bar Association and other applicable tenants of professional responsibility.
- (7) Represent project clients at the bar.
- (8) Represent the program to the community.
- (9). Prepare required monthly, quarterly and annual reports.
- (10) Serve as liaison to the Senior Citizens Law Project Advisory Board.
- (11) Attend gerontology training sessions or seminars where appropriate.
- (12) Conduct outreach efforts.

ATTACHMENT 2: SCHEDULE OF COMPENSATION

The Receptionist shall receive compensation per the following schedule:

October 19, 1983	\$ 75
November 2, 1983	75
November 16, 1983	75
Decmeber 7, 1983	75
December 21, 1983	75
January 4, 1984	75
January 18, 1984	75
Februray 1, 1984	75
February 15, 1984	75
March 7, 1984	75
March 21, 1984	75
April 4, 1984	75
April 18, 1984	75
May 2, 1984	75
May 16, 1984	75
June 6, 1984	75
June 20, 1984	75
July 5, 1984	75
July 18, 1984	75
August 1, 1984	75
August 15, 1984	75
September 5, 1984	75
September 19, 1984	75
October 3, 1984	<u>75</u>
TOTAL	<u>\$ 1,800</u>

CITY COUNCIL MINUTES - OCTOBER 5, 1983
City of Las Vegas

0072

AGENDA DOCUMENTATION

Date: 9-30-83

TO:
The City Council

FROM:
DON J. SAYLOR
ACTING CITY MANAGER

SUBJECT: RESOLUTION OF THE CITY COUNCIL AUTHORIZING RICHARD B. BLUE TO SIGN AND
EXECUTE A CONTRACT BETWEEN THE CITY OF LAS VEGAS AND THE ECONOMIC
DEVELOPMENT ADMINISTRATION. (RATIFICATION)

PURPOSE/BACKGROUND

The City previously submitted an application for EDA funds for the renovation of the Nucleus Plaza located at 900 West Owens as the first phase of the development as an Industrial Park Complex. It is anticipated that the facility would be occupied by businesses of a relatively small scale in the field of electronic assembly, small computers, etc. The location of industries in this facility could result in a minimum of 100 jobs. The development of this complex could lead to the attraction of other related industries which, in turn, would produce more employment possibilities.

The purpose of this Resolution is to authorize Richard B. Blue to sign and execute the contract and any other documents that may be required in connection with this project. It is anticipated that we will receive \$895,000.00 as a result of this application.

FISCAL IMPACT

\$895,000.00 to be used in the Special Impact Area for the Industrial Park Complex Project.

RECOMMENDATIONS

The City Manager recommends that the Resolution be ratified.

Agenda Item

IV (d) B.

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS
2 VEGAS, NEVADA, AUTHORIZING THE SUBMISSION OF AN APPLI-
3 CATION TO THE ECONOMIC DEVELOPMENT ADMINISTRATION FOR
4 ASSISTANCE UNDER TITLE I LOCAL PUBLIC WORKS PROGRAM.

5 WHEREAS, the Economic Development Administration of the U. S.
6 Department of Commerce has monies available under its Title I Local Public
7 Works Program to assist entities with the improvement of local economic
8 conditions; and

9 WHEREAS, the City of Las Vegas is eligible for such assistance and
10 has set as one of its goals economic revitalization within its designated
11 Special Impact Area; and

12 WHEREAS, the City of Las Vegas has identified a project which
13 will assist in meeting its goal of economic revitalization in the Special
14 Impact Area; and

15 WHEREAS, the City of Las Vegas desires to apply for funds to
16 implement the aforementioned project.

17 NOW, THEREFORE, BE IT RESOLVED by the City Council that:

18 1. The Department of Funds Coordination, on behalf of the City of
19 Las Vegas, is hereby authorized to apply for \$1,500,000 in Title I Local
20 Public Works Program funds.

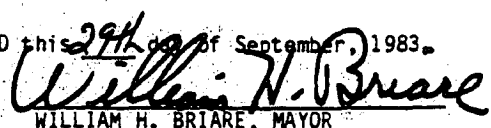
21 2. The City of Las Vegas has available the necessary match funds
22 of \$375,000.00 to fully implement a Local Public Works Project.

23 3. The Mayor is authorized to sign and execute the application
24 submitted on behalf of the City of Las Vegas.

25 4. The Director of the Department of Funds Coordination,
26 Richard B. Blue, Jr., is authorized to sign and execute a contract between
27 the City of Las Vegas and the Economic Development Administration and
28 other such documents as may be required.

29 5. The Department of Funds Coordination is hereby authorized
30 and instructed to administer the grant and establish administrative guide-
31 lines and other such requirements as may be deemed necessary by the
32 Economic Development Administration.

PASSED, APPROVED AND ADOPTED this 29th day of September, 1983.


WILLIAM H. BRIARE, MAYOR

ATTEST:


Carol Ann Hawley, City Clerk

AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

City of Las Vegas

0074

October 5, 1983

Page 15

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

ITEM

Council Action

Department Action

IV (g) DEPARTMENT OF GENERAL SERVICES

DAN R. PILKINGTON, DIRECTOR

*CONSENT AGENDA

All items listed under Items *A, *B and *C 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 BIDS

1. Expendable Sprinkler Repair Parts
Department of Recreation and Leisure Activities
2. Microwave Link Between Municipal Court and Misdemeanant Facility
Municipal Court
3. Concrete Pipe
Department of Engineering Services
4. Washington Ave. - Rancho Road Drain
Department of Engineering Services

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. Expendable Belts, Pulleys, and Sheaves
Department of General Services

Levy -
APPROVED as recommended by staff
Items A and B.
Unanimous

Staff to proceed

APPROVED
See Item A above

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

1025

CITY COUNCIL MINUTES - OCTOBER 5, 1983
City of Las Vegas

AGENDA DOCUMENTATION

0075

Date: SEPTEMBER 23, 1983

TO: The City Council

FROM: ASHLEY HALL,
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 5, 1983
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

1. <u>BID TITLE:</u>	AQUA DIAL SPRINKLER REPAIR PARTS	<u>BID NUMBER:</u>	84.2650.1
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$29,000.00
<u>DEPARTMENT:</u>	RECREATION AND LEISURE ACTIVITIES	<u>INVITATIONS MAILED:</u>	4
<u>FUNDING:</u>	GENERAL FUND	<u>RESPONSES RECEIVED:</u>	1

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO MAINTAIN SPRINKLER SYSTEMS IN CITY PARKS AND SCHOOL PARK COMPLEXES.

BID ABSTRACT SUMMARY

TURF EQUIPMENT SUPPLY	LAS VEGAS	NV	\$24,485.36
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STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

TURF EQUIPMENT SUPPLY	LAS VEGAS	NV	\$24,485.36
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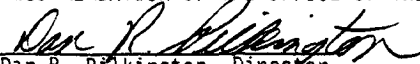
FISCAL IMPACT

FUND'S BUDGETED FOR FISCAL YEAR B3-84. 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, Director
Department of General Services

Agenda Item

SECTION A PAGE 1
IV (g)

AGENDA DOCUMENTATION

0076

Date: SEPTEMBER 27, 1983

TO:
The City Council

FROM:
ASHLEY HALL,
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 5, 1983
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

2. <u>BID TITLE:</u>	MICROWAVE LINK FOR MUNICIPAL COURT	<u>BID NUMBER:</u>	84.0300.1
<u>ITEM:</u>	CAPITAL PROJECT	<u>ESTIMATE:</u>	\$35,000.00
<u>DEPARTMENT:</u>	MUNICIPAL COURT/ MISDEMEANANT FACILITY	<u>INVITATIONS MAILED:</u>	13
<u>FUNDING:</u>	REVENUE SHARING	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE A MEANS OF ARRAIGNING INMATES AT THE MISDEMEANANT FACILITY RATHER THAN TRANSPORTING THEM TO THE MUNICIPAL COURT. THE ESTIMATED SAVINGS FOR THE FIRST YEAR OF OPERATION IS \$130,000.00 TO \$150,000.00.

BID ABSTRACT SUMMARY

MOTOROLA COMMUNICATIONS	LAS VEGAS	NV	\$34,587.00
SILVER STATE SYSTEMS	LAS VEGAS	NV	\$37,689.65

STAFF RECOMMENDATION OF AWARD SUBJECT TO F.C.C. LEASE APPROVAL

THAT THE LOW BID BE AWARDED TO:

MOTOROLA COMMUNICATIONS	LAS VEGAS	NV	\$34,587.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE REVENUE SHARING 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, Director
Department of General Services

Agenda Item

SECTION A PAGE 2
IV (g)

AGENDA DOCUMENTATION

0077
Date: SEPTEMBER 27, 1983

TO: The City Council

FROM: ASHLEY HALL,
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 5, 1983
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

3. <u>BID TITLE:</u>	REINFORCED CONCRETE PIPE	<u>BID NUMBER:</u>	B4.3550.4
<u>ITEM:</u>	SUPPLIES	<u>ESTIMATE:</u>	\$15,000.00
<u>DEPARTMENT:</u>	ENGINEERING SERVICES	<u>INVITATIONS MAILED:</u>	6
<u>FUNDING:</u>	SANITATION FUND	<u>RESPONSES RECEIVED:</u>	1

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO INSTALL A NUISANCE DRAIN ON WASHINGTON AVENUE BETWEEN RANCHO DRIVE AND MAGNOLIA.

BID ABSTRACT SUMMARY

HYDRO CONDUIT CORP.	HENDERSON	NV	\$15,234.00
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STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

HYDRO CONDUIT CORP.	HENDERSON	NV	\$15,234.00
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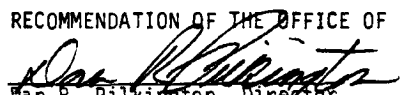
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE SANITATION 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, Director
Department of General Services

Agenda Item

SECTION A PAGE 3
IV (g)

City of Las Vegas

0078

AGENDA DOCUMENTATION

Date: OCTOBER 4, 1983

TO: The City Council

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 5, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

4. <u>BID TITLE:</u>	WASHINGTON AVE. - RANCHO RD. TO MAGNOLIA AVE. NUISANCE WATER DRAIN	<u>BID NUMBER:</u>	84.3550.6
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$7,500.00
<u>DEPARTMENT:</u>	ENGINEERING SERVICES	<u>INVITATIONS MAILED:</u>	17
<u>FUNDING:</u>	SANITATION FUND	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE DRAINAGE ON WASHINGTON AVENUE FROM RANCHO ROAD TO MAGNOLIA.

BID ABSTRACT SUMMARY

			<u>BID GROUP I AND ADDITIVE I</u>
A.R.C. BUILDING & ENGINEERING	LAS VEGAS	NV	\$14,124.77
BURDICK CONSTRUCTION	LAS VEGAS	NV	\$25,500.00
M.M.C. CONSTRUCTION	LAS VEGAS	NV	\$26,000.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

A.R.C. BUILDING & ENGINEERING	LAS VEGAS	NV	\$14,124.77
			(BID GROUP I AND ADDITIVE I)

WITH APPROVAL TO ALLOW CONTINGENCIES NOT TO EXCEED, IN THE AGGREGATE, TEN PERCENT (10%) OF THE CONTRACT AMOUNT.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR B3-B4. FUNDS ARE AVAILABLE IN THE SANITATION 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 4
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: SEPTEMBER 23, 1983

TO: The City Council

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 5, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. <u>BID TITLE:</u>	ANNUAL BELTS, PULLEYS, SHEAVES AND BUSHING CONTRACT	<u>BID NUMBER:</u>	83.9999.7
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$6,000.00 ANNUAL USAGE
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	7
<u>FUNDING:</u>	GENERAL	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO STOCK AND REPLACE VARIOUS BELTS, PULLEYS, SHEAVES, AND BUSHINGS USED IN THE PROGRAMMED SCHEDULED MAINTENANCE AND REPAIR FOR AIR CONDITIONERS AND SWAMP COOLERS OWNED BY THE CITY.

BID ABSTRACT SUMMARY

BEARING BELT CHAIN	LAS VEGAS	NV	6,740 POINTS
AZTEC INDUSTRIAL BEARING	LAS VEGAS	NV	5,870 POINTS

STAFF RECOMMENDATION OF AWARDTHAT THE HIGH POINT BID BE AWARDED TO:

BEARING BELT CHAIN	LAS VEGAS	NV	6,740 POINTS
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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.

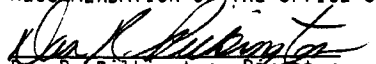
FISCAL IMPACT

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, Director
Department of General Services

Agenda Item

SECTION B PAGE 1
IV (g)

AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

City of Las Vegas

0080

October 5, 1983

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

Page 16

ITEM

Council Action

Department Action

IV (g) DEPARTMENT OF GENERAL SERVICES

PURCHASING & CONTRACTS DIVISION CONT'D

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS
CONTINUED

2. Expendable Automotive Batteries
Department of General Services

3. Expendable Animal Food
Department of Public Services

4. Expendable Solvent Supplies
Department of General Services

*C. PURCHASE ORDER APPROVAL

1. Central Fire Station Contract Modification
Department of Architectural Services

APPROVED
See Page 15

Staff to proceed

Lurie -
APPROVED Item C.
Unanimous

Staff to proceed

NOTE: Acting City Manager Saylor was directed by Mayor to proceed with a resolution requesting the County provide the City with their fair share of money from the Federal Government in lieu of taxes.
(1027)

APPROVED AGENDA ITEM

Ashley Hall

1027

City of Las Vegas

0081

AGENDA DOCUMENTATION

Date: SEPTEMBER 23, 1983

TO: The City Council

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 5, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

2. <u>BID TITLE:</u>	ANNUAL BATTERY CONTRACT	<u>BID NUMBER:</u>	83.9999.8
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$20,000.00 ANNUAL USAGE
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	19
<u>FUNDING:</u>	VEHICLE SERVICES	<u>RESPONSES RECEIVED:</u>	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO STOCK AND REPLACE BATTERIES USED IN THE SCHEDULED MAINTENANCE AND REPAIR PROGRAM FOR THE VEHICLE AND EQUIPMENT FLEET OF THE CITY.

BID ABSTRACT SUMMARY

			<u>UNIT PRICE</u>
WHEELER SALES	LAS VEGAS	NV	\$1,073.92
CHEYENNE AUTO PARTS	NORTH LAS VEGAS	NV	\$1,326.97
CHARLESTON AUTO PARTS	LAS VEGAS	NV	\$1,082.00 (INCOMPLETE)

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

WHEELER SALES	LAS VEGAS	NV	\$ 1,073.92	TOTAL UNIT PRICE
			ESTIMATED ANNUAL USAGE:	\$20,000.00

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 VEHICLE SERVICES FUND.

RECOMMENDATIONS

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

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

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

Agenda Item

SECTION B PAGE 2
IV (g)

AGENDA DOCUMENTATION

Date: SEPTEMBER 23, 1983

TO:
The City CouncilFROM:
ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 5, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

3. <u>BID TITLE:</u>	DOG AND CAT FOOD CONTRACT	<u>BID NUMBER:</u>	83.9999.14
<u>ITEM:</u>	EXPENDABLE	<u>ESTIMATE:</u>	\$20,000.00
<u>DEPARTMENT:</u>	PUBLIC SERVICES	<u>INVITATIONS MAILED:</u>	16
<u>FUNDING:</u>	ANIMAL CARE AND CONTROL FUND	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE NECESSARY TO PROVIDE FOOD FOR ANIMALS AT THE ANIMAL CARE AND CONTROL CENTER.

BID ABSTRACT SUMMARY

HUNSAKER FEED AND SEED	LAS VEGAS	NV	\$13,605.00
THE PET WAREHOUSE	LAS VEGAS	NV	\$30,430.00

STAFF RECOMMENDATION OF AWARDTHAT THE LDW BID BE AWARDED TO:

HUNSAKER FEED AND SEED	LAS VEGAS	NV	\$13,605.00
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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.

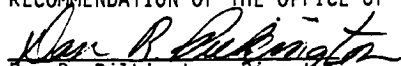
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE ANIMAL CARE AND CONTROL 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, Director
Department of General Services

Agenda Item

SECTION B PAGE 3
IV (g)

City of Las Vegas

0083

AGENDA DOCUMENTATION

Date: SEPTEMBER 23, 1983

TO:
The City CouncilFROM:
ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 5, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

4. <u>BID TITLE:</u>	ANNUAL SOLVENT	<u>BID NUMBER:</u>	B3.9999.43
<u>ITEM:</u>	EXPENDABLE SUPPLIES	<u>ESTIMATE:</u>	\$6,200.00 ANNUAL
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	7
<u>FUNDING:</u>	AUTOMOTIVE SERVICES	<u>RESPONSES RECEIVED:</u>	1

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO OBTAIN A CLEANING AGENT FOR REMOVAL OF TAR AND SLUDGE ON EQUIPMENT AND PARTS USED THROUGHOUT THE ENTIRE VEHICLE AND EQUIPMENT FLEET OF THE CITY.

BID ABSTRACT SUMMARY

CHEM OIL AND TIRE CO.	LAS VEGAS	NV	\$2.05 PER GALLON
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STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

CHEM OIL AND TIRE CO.	LAS VEGAS	NV	\$2.05 PER GALLON
	ESTIMATED ANNUAL USAGE:		\$5,637.50

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.

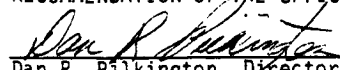
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR B3-B4. FUNDS ARE AVAILABLE IN THE AUTOMOTIVE SERVICES FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 4
IV (g)

City of Las Vegas

0084

AGENDA DOCUMENTATION

Date: SEPTEMBER 29, 1983

TO: The City Council

FROM: ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - OCTOBER 5, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*C. PURCHASE ORDER APPROVAL

1. <u>ITEM:</u>	CAPITAL PROJECT	<u>PURCHASE REQUEST:</u>	0800-48.3
<u>DESCRIPTION:</u>	CONSTRUCTION OF FIRE DEPARTMENT COMPLEX	<u>FUNDING:</u>	SHORT TERM LOAN
<u>DEPARTMENT:</u>	ARCHITECTURAL SERVICES	<u>ESTIMATE:</u>	\$4,000.00 CREDIT

NEED FOR PURCHASE

THE NEED FOR THIS ACTION IS BASED UPON DESIGN CHANGES SUGGESTED AND APPROVED BY THE ARCHITECT THAT WILL BENEFIT THE CITY OF LAS VEGAS AND STRENGTHEN THE OVERALL QUALITY OF THE PROJECT.

STAFF RECOMMENDATIONFOR PURCHASE ORDER APPROVAL

AMOROSO CONSTRUCTION CO.	SPARKS NV	(\$3,106.00)
ORIGINAL CONTRACT AWARD	\$3,969,000.00	
MODIFICATION NO. 1 CREDIT	(8,241.00)	
MODIFICATION NO. 2	45,882.00	
THIS MODIFICATION CREDIT	<u>(3,106.00)</u>	
TOTAL CONTRACT AMOUNT INCLUDING THIS MODIFICATION	\$4,003,535.00	

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE FROM A SHORT TERM LOAN.

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 C PAGE 1
IV (g)

AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

City of Las Vegas

0085

October 5, 1983

Page 17

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

Department Action

IV. (h). DEPARTMENT OF PUBLIC SERVICES

DONALD E. DONOVAN, DIRECTOR

A. REPORTS/ACTION

1. Approval of Design Contract with G. C. Wallace, Consulting Engineers, Inc. and Culp/Wesner/Culp for Expansion of City of Las Vegas Wastewater Treatment Plant.
2. Approval of Engineering Contract with Metcalf & Eddy, Inc. for Value Engineering and Project Delivery of City of Las Vegas Wastewater Treatment Plant Expansion.
3. Approval of Increase in Contract for Grant Management Services for Wastewater Treatment Plant Modifications.

Christensen -
APPROVED Items 1,
2 and 3.
Unanimous

Staff to proceed

APPROVED
See Item 1 above

Staff to proceed

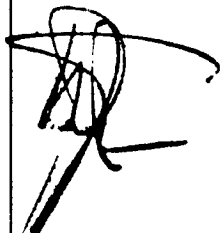
APPROVED
See Item 1 above

Staff to proceed

Presentation on Items above was made by:
Gene Donovan
Atty. Joe Karaganis
G. C. Wallace
Gorden Culp
Carl Schroeder
Stan Jones, So. NV. Homebuilders Assoc.

Acting City Manager Saylor directed by Councilman Levy to begin negotiations with Clark County to sell City's share of New Wastewater Treatment Plant back to the County.

APPROVED AGENDA ITEM



1034
to
1100

City of Las Vegas

AGENDA DOCUMENTATION

0086

Date: September 23, 1983

TO:
The City CouncilFROM:
DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF DESIGN CONTRACT WITH G. C. WALLACE, CONSULTING ENGINEERS, INC. AND
CULP/WESNER/CULP FOR EXPANSION OF CITY OF LAS VEGAS WASTEWATER TREATMENT PLANTPURPOSE/BACKGROUND

The existing City Wastewater Treatment Plant was designed to treat 37.5 million gallons per day (MGD) of sewage. It is estimated the flowrate through the plant will reach the 37.5 MGD capacity sometime in 1986/1987. To be able to handle increased flowrates beyond that date, it is necessary to proceed with design of the plant expansion now so that additional capacity can be on line when the present capacity is exhausted.

Following a nation-wide selection process, in November of 1982, the consulting engineering team of G. C. Wallace, Consulting Engineers, and Culp/Wesner/Culp was selected to design the treatment plant expansion facilities, and a contract was negotiated to prepare a 10% design report. The contract was approved by the Board of City Commissioners on January 10, 1983. The 10% design report was completed June 30, 1983.

To avoid a building moratorium, it is necessary to proceed with the remainder of design immediately. The Department of Public Services has negotiated an agreement with G. C. Wallace, Consulting Engineers, Inc. and Culp/Wesner/Culp to continue engineering services through the remainder of design of the project. The work includes the preparation of final Design Plans and Specifications, a Facilities Plan to meet EPA requirements, and design of a system to utilize excess sludge gas. The negotiated fee for these services is broken down as follows:

Facilities Plan Report	\$ 17,215
Polymer System Design	11,415
Final Design	1,870,891
Biddability and Constructibility Review of Design	64,661
Value Engineering Workshop Support	21,245
Project Control and Delivery	177,419
Contingency	216,285
TOTAL	<u>\$2,379,131</u>

There are currently no State or Federal grant funds available to support this effort. The work will, however, be accomplished in accordance with grant funding requirements to insure that the project is eligible for grant funds, should they become available.

FISCAL IMPACT

Funds are available and budgeted in the Sanitation Fund to cover the cost to complete the items of this work. There will be no increase in user charges or connection fees as a result of this contract.

RECOMMENDATIONS

The Director of Public Services recommends that the City Council approve the recommended course of action of expanding the existing City of Las Vegas Wastewater Treatment Plant for full treatment of effluent, and authorize the Mayor, on behalf of the City Council, to execute a contract with G. C. Wallace, Consulting Engineers, Inc. and Culp/Wesner/Culp


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

Agenda Item 10/5/83

IV. (h). A.1.

CONSULTANT AGREEMENT

THIS AGREEMENT, and accompanying Supplemental Terms, made and entered into as of the 5th day of October, 1983, by and between the CITY OF LAS VEGAS, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as the "CITY OF LAS VEGAS") and CULP/WESNER/CULP, Clean Water Consultants, a California corporation (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H :

WHEREAS, the parties hereto previously entered into a contract dated January 19, 1983 whereby the CONSULTANT, inter alia, provided to the CITY OF LAS VEGAS a preliminary design report entitled the "Ten Per Cent Design Report" for the proposed expansion of the CITY OF LAS VEGAS' wastewater treatment facilities; and

WHEREAS, the CITY OF LAS VEGAS desires to retain the CONSULTANT to provide additional services (hereinafter more fully set forth) in connection with the proposed expansion of the wastewater treatment facilities; and

WHEREAS, the services to be rendered by the CONSULTANT under this Agreement pertain to (i) the construction of the proposed expansion of the CITY OF LAS VEGAS' wastewater treatment facilities as described in the "Ten Per Cent Design Report," and (ii) the installation of a digester gas electrical generator as described in the "Digester Gas Utilization Study, February 1981" and updated by the "Ten Per Cent Design Report" (hereinafter collectively referred to as the "Project").

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections I through VII hereinafter provided and to the Supplemental Terms, Sections I through XXI, set forth in Exhibit "A", 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 and to the Supplemental Terms attached hereto as Exhibit "A".

SECTION I: ENGINEERING SERVICES

A. Prepare Facility Plan Report

The CONSULTANT shall provide the following services:

1. Prepare a report which presents the facility planning work for the expansion of the wastewater treatment plant in a format meeting the construction grant program requirements for a facility plan (hereinafter referred to as the "Facility Plan Report").
2. Provide twenty (20) copies of the draft Report to the CITY OF LAS VEGAS.
3. Participate in a public hearing on the Report.
4. Provide twenty (20) copies of the final Report to the CITY OF LAS VEGAS.

B. Prepare Polymer System Design

The CONSULTANT shall provide the following services:

1. Prepare final plans and specifications for a system to feed polymer to the sludge thickeners in Plants Number 1 and 2.
2. Assist the CITY OF LAS VEGAS in obtaining bids for the polymer system. Analyze bids and make recommendations to the CITY OF LAS VEGAS for the award of the construction contract.
3. Provide general construction engineering services (as defined in Section I.D.) for the polymer system.

C. Prepare Final Plans and Specifications for Plant Expansion

The CONSULTANT shall provide the following services in connection with the Project:

1. Prepare plans, drawings and specifications which are to be submitted to the CITY OF LAS VEGAS at the fifty percent (50%) and ninety percent (90%) state of completion (hereinafter referred to as the 50% Design Report and the 90% Design Report). Incorporate all approved changes in the Design Reports and prepare final plans, drawings and specifications for the Project facilities. CONSULTANT shall provide six (6) copies of the 50% Design Report and fifteen (15) copies of the 90% Design Report.
2. Prepare monthly progress reports on the Project. Meet with the CITY OF LAS VEGAS in a monthly Review Meeting to discuss details of the Project plans, review job progress, review cost control information, and incorporate the requirements and needs of the CITY OF LAS VEGAS.
3. Collect and incorporate design calculations and background data in a loose-leaf notebook and provide one (1) final copy to the CITY OF LAS VEGAS. Review the data as it is developed at each monthly Review Meeting, and upon completion of design, provide the CITY OF LAS VEGAS with two (2) sets of completed plans and specifications for review purposes.
4. Prepare engineering data and forms for submittal by the CITY OF LAS VEGAS for purposes of review and approval by regulatory agencies and legal, financial, or other consultants engaged in the Project. Maintain liaison with state regulatory agencies to assure familiarity with the Project during the design phase. Assist the CITY OF LAS VEGAS in obtaining approval of Project plans and specifications from the appropriate regulatory agencies. Meet with regulatory agencies as required in order to obtain approval of the Project.
5. Prepare a detailed construction cost estimate following completion of the final plans and specifications.
6. Coordinate with utility companies so that information on utility needs for the Project facilities is readily available.

7. Coordinate with the CITY OF LAS VEGAS' Value Engineering Consultant so as to provide information other than that required for Value Engineering Workshops.
8. Assist the CITY OF LAS VEGAS in advertising for and obtaining bids for the Project construction. Furnish the CITY OF LAS VEGAS with one hundred (100) copies of the final plans and specifications for distribution by the CITY OF LAS VEGAS to bidders and regulatory agencies.
9. Be present at the pre-bid meeting, at the bid opening and tabulate bids received. Analyze bids for the purpose of recommending to the CITY OF LAS VEGAS the award of the construction contract.

D. Construction Review of Design

The CONSULTANT shall, with the prior approval of the CITY OF LAS VEGAS, designate an individual, licensed within the State of Nevada as a Professional Engineer, to act as the Construction Manager for the Project. During the design phase of the project, the Construction Manager shall provide the following services:

1. During preparation of the plans and specifications, establish completion dates for specific portions of the Project based on the requirement of the CITY OF LAS VEGAS for additional sewage treatment capacity. Identify various Project activities, such as engineering design, equipment selection, material purchases, actual construction, etc. which must be timely completed in order to insure the efficient and timely progress of the Project. Compile this information into a Project Progress Schedule which shows the sequence of construction, identifies the critical delivery items, establishes construction or operation priorities and reflects any other pertinent information.
2. Updating of the Progress Schedule shall occur monthly by reviewing the various Project activities.
3. Evaluate the plans and specifications on a periodic basis during their preparation for the purpose of determining the areas where the selection of alternate materials or construction practices might expedite the overall Project completion.
4. Evaluate the list of equipment items prepared by the CONSULTANT and identify those with a potential for early delivery, and those which might pose a problem to the Project's Progress Schedule. Recommend for early procurement the equipment with problem delivery dates in order to insure timely delivery. Explore alternative equipment selections, keeping in mind such factors as availability, costs and delivery

time and recommend to the CONSULTANT and the CITY OF LAS VEGAS, if possible, the procurement of alternative equipment that comply with the design specifications while expediting the completion of the Project.

5. Meet with equipment suppliers to establish practical delivery dates.
6. Evaluate the plans and specifications for the possibility of awarding multiple contracts for different portions of the Project in order to expedite the progress of the Project.
7. Provide a final general review of all bid documents prior to CITY OF LAS VEGAS accepting any bids on the Project. The bid documents shall be reviewed with respect to ease of construction and coordination of material and equipment purchases.
8. Evaluate all construction bids received by the CITY OF LAS VEGAS with the CONSULTANT to determine which bid proposals are most likely to meet the defined Progress Schedule for the Project. Based on this evaluation, recommend to the CONSULTANT and the CITY OF LAS VEGAS the award of the construction contract.

E. Design Staff Participation in Value Engineering Workshops

The CONSULTANT shall provide the following services related to Value Engineering (VE) of the 50% Design Report:

1. Provide ten (10) copies of the 50% Design Report to the CITY OF LAS VEGAS.
2. Attend a coordination meeting with the CITY OF LAS VEGAS and VETC to prepare for the VE workshop.
3. Make a presentation at the start of the VE workshop which describes the design, Project constraints, cost estimates and Project schedule.
4. Be available to answer questions during the VE workshop, although not in attendance at the VE workshop.
5. Attend a briefing by the VE team at the conclusion of the VE workshop.
6. Review the preliminary VE report and provide written comments to the CITY OF LAS VEGAS.
7. Attend an evaluation conference with the CITY OF LAS VEGAS and the VETC and prepare the final VE report.

F. Project Control and Delivery

The CONSULTANT shall provide the following services:

1. Provide senior staff consultation regarding the approach to Project management and the implementation of the program.

2. Update and monitor Project critical path schedule and short interval schedules.
3. Update and monitor Project budget and cash flow.

SECTION II: RESPONSIBILITIES OF THE
CITY OF LAS VEGAS

The CITY OF LAS VEGAS, in addition to any other obligation contained in this Agreement, agrees to do the following:

- A. Make available, at no cost to the CONSULTANT, all technical data in the possession of the CITY OF LAS VEGAS, including maps, past reports, surveys, borings and other information required by the CONSULTANT and relating to his work.
- B. Arrange and pay for any support data needed but not specifically included in Section I as a service to be provided by the CONSULTANT.

SECTION III: ENGINEERING FEES

- A. Definitions: For purposes of this Agreement, the following terms are defined as follows:
 1. "Salary expenses" are the salaries paid by the CONSULTANT to those employees utilized in the performance of this Agreement. Estimated hourly salaries are contained in Form 5700, attached hereto and incorporated herein by this reference as a part of this Agreement.
 2. "Business overhead costs" are those costs audited and certified by the United States Environmental Protection Agency (EPA) as actual overhead costs of the CONSULTANT which may be amended from time to time by the EPA during the existence of this Agreement. CONSULTANT shall notify the CITY OF LAS VEGAS immediately of any changes in the overhead costs. A copy of the current overhead costs certified by the EPA shall be provided to the CITY OF LAS VEGAS upon request.
 3. "Direct non-salary expenses" are as defined on page 32 of the 1981 Edition of Manual 45 of the American Society of Civil Engineers, attached hereto and incorporated herein by this reference as a part of this Agreement.
- B. Compensation Formula: As consideration for the engineering services required under Section I, the CITY OF LAS VEGAS agrees to reimburse the CONSULTANT for its costs incurred in the performance of this Agreement, and to pay fixed fee provided below. The costs to be reimbursed by the CITY OF LAS VEGAS include the CONSULTANT'S (i) salary expenses, (ii) overhead costs which are to be determined by multiplying the salary expenses times a multiplier of 1.14, and (iii) direct non-salary expenses (hereinafter collectively referred to as the "Performance Cost").
- C. Compensation Amount and Limitations:

1. The performance costs to be reimbursed, and the fixed fee to be paid, to the CONSULTANT shall not exceed the amounts set forth below unless specifically authorized in writing by the CITY OF LAS VEGAS:

(a) Contract Section	(b) Performance Cost Limits	(c) Fixed Fee Limits	(d) Total Payment Limits
Section I.A.- Facility Plan Report	\$ 15,074	\$ 2,141	\$ 17,215
Section I.B.- Polymer System Design	10,048	1,367	11,415
Section I.C.- Final Design	1,649,905	220,986	1,870,891
Section I.D.- Construction Review of Design	57,201	7,460	64,661
Section I.E.-Design Staff Involvement in Value Engineering Workshops	18,743	2,502	21,245
Section I.F.-Project Control and Delivery	155,495	21,924	177,419
Totals	1,906,466	256,380	2,162,846

2. The CONSULTANT agrees to complete the performance of this Agreement despite having reached the total payment limits set forth above. It is understood and agreed by the parties hereto that the fixed fee is an amount guaranteed to the CONSULTANT for the performance of this Agreement, but that the limits designated above for the "Performance Cost Limits" may, or may not, be reached by the CONSULTANT.
3. Although the City of Las Vegas may authorize and consent to a higher performance cost limit (Column (b)) set forth above, it is agreed by the parties that upward adjustments in the cost ceiling shall not be accompanied by, or result in, adjustments to the fixed fee limit (Column (c)) unless there is a change in the scope of the services required under this Agreement.
4. It is further agreed that the above payments for services have been arrived at after meaningful negotiations between the CITY OF LAS VEGAS and the CONSULTANT in conformance with 40 CFR Part 35 and that the CONSULTANT shall maintain financial records in accordance with the EPA grant program regulations in effect at the time of execution of this Agreement.
- 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 for the services performed the preceding month. The

invoice shall request payment only for that portion of the direct salary expenses, direct non-salary expenses and business overhead costs as was actually incurred by the CONSULTANT for the preceding month, and for that portion of the fixed fee (Column (c)) determined by estimating the percentage of work completed each month.

Payment by the CITY OF LAS VEGAS shall be made on or within thirty (30) days from the receipt of an invoice which itemizes the hours worked, expenses incurred, and the portion of fixed fee earned during the preceding month.

SECTION IV: TIME OF PERFORMANCE

Execution of this Agreement by the CITY OF LAS VEGAS shall constitute authorization as of the date stated in the introduction paragraph of this Agreement to proceed diligently with performance of Sections I.A., I.B. and I.C. above according to the following schedule:

Item	Completion Date
Facility Plan Report (Section I.A.)	90 calendar days from the date of the Notice to Proceed
Polymer System Design (Section I.B.)	60 calendar days from the date of the Notice to Proceed
90% Design Report	240 calendar days from the date of the Notice to Proceed
Final Plans and Specifications	30 calendar days from approval of the 90% Plans and Specifications by the State of Nevada

The above deadlines are to exclude from the time intervals any review time by the CITY OF LAS VEGAS.

The CONSULTANT agrees to provide the services set forth in Sections I.D., I.E., I.F., in a timely manner and according to any deadlines indicated therein.

With respect to any deadlines set forth in this Agreement, the parties agree 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 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. Comprehensive General Liability Insurance in the amount of \$500,000 for injury or death to each person, \$1,000,000 for each occurrence and \$500,000 for each claim of property damage with the CITY OF LAS VEGAS named as an additional insured party.
 3. Automobile Insurance in the amount of \$500,000 with the CITY OF LAS VEGAS named as an additional insured party.
 4. Professional Liability Insurance (Errors and Omissions Coverage) in the amount of Five Million Dollars (\$5,000,000) covering the acts, errors or omissions of the CONSULTANT committed during the performance of this Agreement. Said insurance shall be maintained in force and effect during the construction of the Project and for two (2) years after the completed Project is accepted by the CITY OF LAS VEGAS.
- 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 E. Stewart Avenue
Las Vegas, Nevada 89101

CONSULTANT:

Gordon L. Culp
CULP/WESNER/CULP
3461 Robin Lane
P. O. Box 518
Cameron Park, California 95682

SECTION VII: ENTIRE AGREEMENT

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

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

CITY OF LAS VEGAS, NEVADA
a Municipal Corporation,

ATTEST:

Carl Q. Hawley
City Clerk

By William H. Briare
WILLIAM H. BRIARE, Mayor

CULP/WESNER/CULP

ATTEST:

George M. Wesner
Secretary

By Gordon L. Culp

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.

CITY COUNCIL MINUTES - OCTOBER 5, 1983
COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
 (See accompanying instructions before completing this form)

0102
 Form Approved
 OMB No. 158-R0144

PART I-GENERAL

1. GRANTEE CITY OF LAS VEGAS		2. GRANT NUMBER _____	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CULP/WESNER/CULP		4. DATE OF PROPOSAL April 14, 1983	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) P.O. Box 518 Cameron Park, CA 95682		6. TYPE OF SERVICE TO BE FURNISHED Section IA - Facility Plan Report	

PART II-COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	1983 Rates	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principals		90	\$ 34.00	\$ 3,060	
Sr. Engineer		56	26.40	1,478	
Staff Engineer		70	20.90	1,463	
Technician		8	12.75	102	
Drafting/Clerical		40	9.50	380	
DIRECT LABOR TOTAL:				\$ 6,483	
8. INDIRECT COSTS (Specify indirect cost pools)		RATE	= BASE =	ESTIMATED COST	
All Indirect Costs		14%	\$ 6,483	\$ 7,391	
INDIRECT COSTS TOTAL:				\$ 7,391	
9. OTHER DIRECT COSTS					
a. TRAVEL				ESTIMATED COST	
(1) TRANSPORTATION Airline and Auto (2 trips)				\$ 500	
(2) PER DIEM 2 days				\$ 100	
TRAVEL SUBTOTAL:				\$ 600	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			QTY	COST	ESTIMATED COST
				\$	\$
EQUIPMENT SUBTOTAL:					
c. SUBCONTRACTS				ESTIMATED COST	
				\$	
SUBCONTRACTS SUBTOTAL:				\$	
d. OTHER (Specify categories)				ESTIMATED COST	
Printing				\$ 600	
OTHER SUBTOTAL:				\$ 600	
e. OTHER DIRECT COSTS TOTAL:					\$ 1,200
10. TOTAL ESTIMATED COST					\$ 15,074
PROFIT (15% of Items 7 and 8; 5% of Item 9)					\$ 2,141
TOTAL PRICE					\$ 17,215

0103

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
 (See accompanying instructions before completing this form)

 Form Approved
 OMB No. 158-R0144
PART I - GENERAL

1. GRANTEE CITY OF LAS VEGAS		2. GRANT NUMBER
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CULP/WESNER/CULP		4. DATE OF PROPOSAL April 14, 1983
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) P.O. Box 518 Cameron Park, CA 95682		6. TYPE OF SERVICE TO BE FURNISHED Section IB, Polymer System Design

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories) 1983 Rates	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principals	50	\$ 34.00	\$ 1,700	
Sr. Engineer	36	26.40	950	
Staff Engineer	24	20.90	501	
Technician	40	12.75	510	
Drafting/Clerical	40	9.50	380	
DIRECT LABOR TOTAL:				\$ 4,041
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	= BASE =	ESTIMATED COST	
All Indirect Costs	114%	\$ 4,041	\$ 4,607	
INDIRECT COSTS TOTAL:				\$ 4,607
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION	Airline and Auto (2 trips)		\$ 500	
(2) PER DIEM	4 days		\$ 200	
TRAVEL SUBTOTAL:			\$ 700	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
	QTY	COST	\$	
			\$	
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
			\$	
SUBCONTRACTS SUBTOTAL:			\$	
d. OTHER (Specify categories)			ESTIMATED COST	
Printing (Plans and Specifications)			\$ 700	
OTHER SUBTOTAL:			\$ 700	
e. OTHER DIRECT COSTS TOTAL:				\$ 1,400
10. TOTAL ESTIMATED COST				\$ 10,048
PROFIT (15% of Items 7 and 8; 5% of Item 9)				\$ 1,367
11. TOTAL PRICE				\$ 11,415

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
 (See accompanying instructions before completing this form)

 Form Approved
 OMB No. 158-R0144
PART I - GENERAL

1. GRANTEE CITY OF LAS VEGAS		2. GRANT NUMBER	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CULP/WESNER/CULP		4. DATE OF PROPOSAL April 14, 1983	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) P.O. Box 518 Cameron Park, CA 95682		6. TYPE OF SERVICE TO BE FURNISHED Section IC - Final Design	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories) 1983 Rates	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principals	4,020	\$ 34.00	\$ 136,680	
Sr. Engineer	7,820	26.40	206,448	
Staff Engineer	10,050	20.90	210,045	
Technician	4,465	12.75	56,929	
Drafting/Clerical	3,900	9.50	37,050	
DIRECT LABOR TOTAL:				\$ 647,152
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	% BASE	ESTIMATED COST	
All Indirect Costs	114%	\$ 647,152	\$ 737,753	
INDIRECT COSTS TOTAL:				\$ 737,753
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION Airline and Auto			\$ 10,000	
(2) PER DIEM 200 days			\$ 10,000	
TRAVEL SUBTOTAL:			\$ 20,000	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
			\$	\$
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
G. C. Wallace Consulting Engineers			\$ 150,000	
SUBCONTRACTS SUBTOTAL:			\$ 150,000	
d. OTHER (Specify categories)			ESTIMATED COST	
Printing (Plans and Specifications - 200 sets)			\$ 95,000	
OTHER SUBTOTAL:			\$ 95,000	
OTHER DIRECT COSTS TOTAL:				\$ 265,000
10. TOTAL ESTIMATED COST				\$ 1,649,905
11. PROFIT (15% of Items 7 and 8; 5% of Item 9)				\$ 220,986
12. TOTAL PRICE				\$ 1,870,891

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
 (See accompanying instructions before completing this form)

 Form Approved
 OMB No. 158-R0144
PART I - GENERAL

1. GRANTEE CITY OF LAS VEGAS		2. GRANT NUMBER
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CULP/WESNER/CULP		4. DATE OF PROPOSAL September 19, 1983
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) P.O. Box 518 Cameron Park, CA 95682		6. TYPE OF SERVICE TO BE FURNISHED Section ID - Construction Review of Design

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories) 1983 rates	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principals	110	\$ 34.00	\$ 3,740	
Sr. Engineer	493	26.40	13,015	
Staff Engineer	110	20.90	2,299	
Technician	110	12.75	1,402	
Drafting/Clerical	110	9.50	1,045	
DIRECT LABOR TOTAL:				\$ 21,501
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	= BASE =	ESTIMATED COST	
All Indirect Costs	114%	\$ 21,501	\$ 24,511	
INDIRECT COSTS TOTAL:				\$ 24,511
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$ 1,500	
(2) PER DIEM			\$ 1,500	
TRAVEL SUBTOTAL:			\$ 3,000	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
			\$	\$
EQUIPMENT SUBTOTAL:				
c. SUBCONTRACTS			ESTIMATED COST	
G. C. Wallace Consulting Engineers			\$ 8,189	
SUBCONTRACTS SUBTOTAL:			\$ 8,189	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$	
OTHER SUBTOTAL:			\$	
e. OTHER DIRECT COSTS TOTAL:			\$ 11,189	
10. TOTAL ESTIMATED COST				\$ 57,201
11. PROFIT (15% of Items 7 and 8; 5% of Item 9)				\$ 7,460
12. TOTAL PRICE				\$ 64,661

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
 (See accompanying instructions before completing this form)

 Form Approved **0106**
 OMB No. 158-R0144
PART I - GENERAL

1. GRANTEE CITY OF LAS VEGAS		2. GRANT NUMBER
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CULP/WESNER/CULP		4. DATE OF PROPOSAL September 19, 1983
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) P.O. BOX 518 Cameron Park, CA 95682		6. TYPE OF SERVICE TO BE FURNISHED Section IE - Design Staff Involvement in Value Engineering Workshop at 50 Percent Design

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	1983 rates	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principals		125	\$ 34.00	\$ 4,250	
Sr. Engineer		80	26.40	2,112	
Drafting/Clerical		100	9.50	950	
DIRECT LABOR TOTAL:					\$ 7,312
8. INDIRECT COSTS (Specify indirect cost pools)		RATE	* BASE =	ESTIMATED COST	
All Indirect Costs		114%	\$ 7,321	\$ 8,336	
INDIRECT COSTS TOTAL:					\$ 8,336
9. OTHER DIRECT COSTS					
a. TRAVEL				ESTIMATED COST	
(1) TRANSPORTATION				\$ 475	
(2) PER DIEM				\$ 200	
TRAVEL SUBTOTAL:				\$ 675	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST	
			\$	\$	
EQUIPMENT SUBTOTAL:					
c. SUBCONTRACTS				ESTIMATED COST	
G. C. Wallace Consulting Engineers				\$ 1,920	
SUBCONTRACTS SUBTOTAL:				\$ 1,920	
d. OTHER (Specify categories)				ESTIMATED COST	
Printing				\$ 500	
OTHER SUBTOTAL:				\$ 500	
e. OTHER DIRECT COSTS TOTAL:					\$ 3,095
10. TOTAL ESTIMATED COST					\$ 18,743
11. PROFIT (15% of Items 7 & 8; 5% of Item 9)					\$ 2,502
12. TOTAL PRICE					\$ 21,245

CITY COUNCIL MINUTES - OCTOBER 5, 1983
COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
 (See accompanying instructions before completing this form)

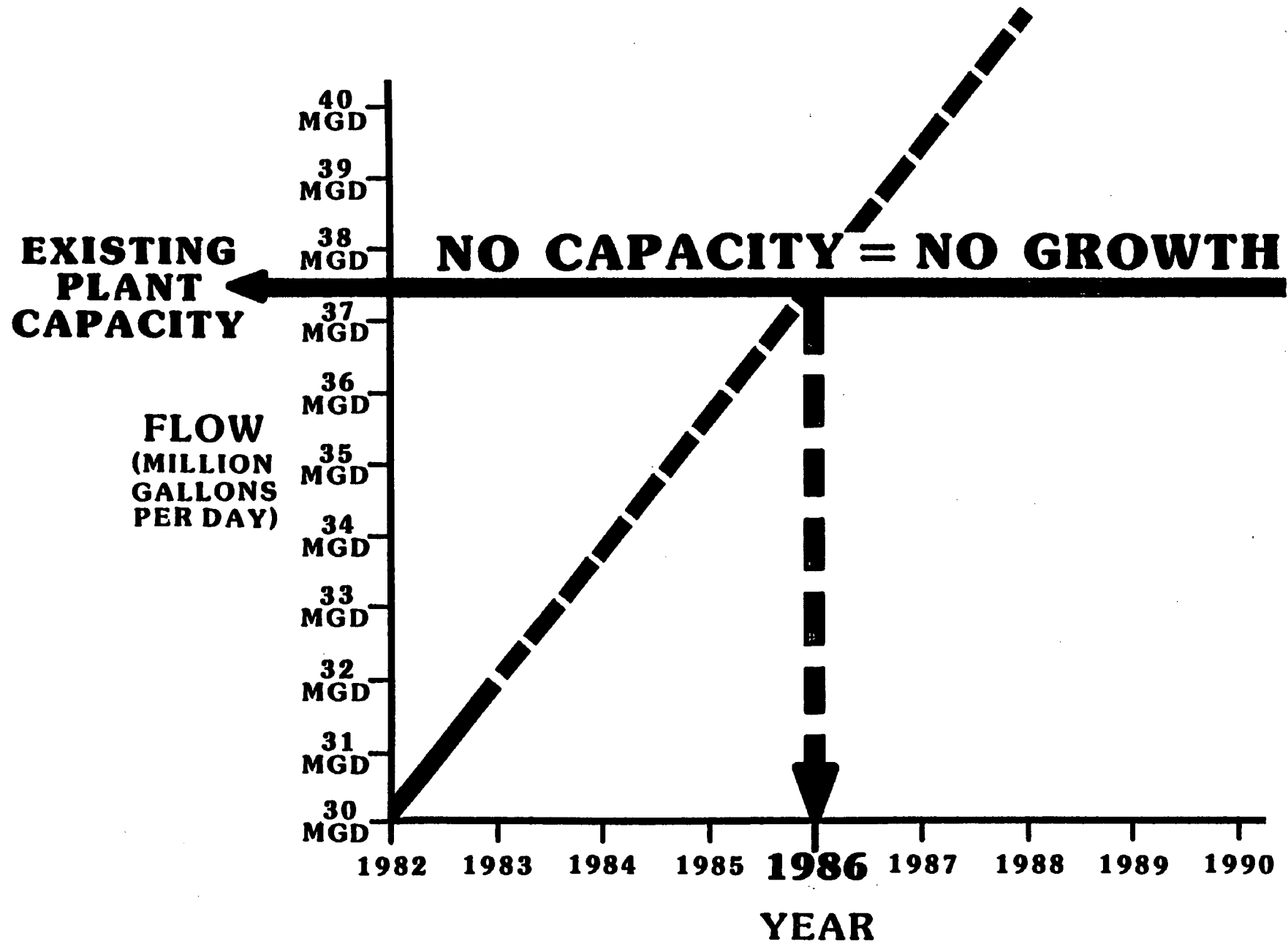
0107
 Form Approved
 OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE CITY OF LAS VEGAS		2. GRANT NUMBER	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR CULP/WESNER/CULP		4. DATE OF PROPOSAL September 19, 1983	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) P.O. Box 518 Cameron Park, CA 95682		6. TYPE OF SERVICE TO BE FURNISHED Section IF - Project Control and Delivery	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	1983 rates	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principals		350	\$ 34.00	\$ 11,900	
Sr. Engineer		1,500	26.40	39,600	
Staff Engineer		455	20.90	9,509	
Technician		140	12.75	1,785	
Drafting/Clerical		350	9.50	3,325	
DIRECT LABOR TOTAL:					\$ 66,119
8. INDIRECT COSTS (Specify indirect cost pools)		RATE	% BASE =	ESTIMATED COST	
All Indirect Costs		114%	\$ 66,119	\$ 75,376	
INDIRECT COSTS TOTAL:					\$ 75,376
9. OTHER DIRECT COSTS					
a. TRAVEL				ESTIMATED COST	
(1) TRANSPORTATION				\$ 7,000	
(2) PER DIEM				\$ 7,000	
TRAVEL SUBTOTAL:				\$ 14,000	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST	
			\$	\$	
EQUIPMENT SUBTOTAL:					
c. SUBCONTRACTS				ESTIMATED COST	
				\$	
SUBCONTRACTS SUBTOTAL:				\$	
d. OTHER (Specify categories)				ESTIMATED COST	
				\$	
OTHER SUBTOTAL:				\$	
e. OTHER DIRECT COSTS TOTAL:					\$ 14,000
10. TOTAL ESTIMATED COST					\$ 155,495
11. PROFIT (15% of Items 7 & 8; 5% of Item 9)					\$ 21,924
12. TOTAL PRICE					\$ 177,419



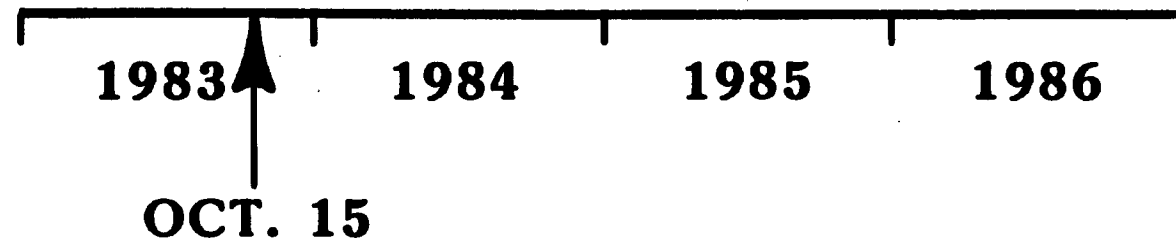
WHY START NOW?

DESIGN

1 YEAR

CONSTRUCTION

2 YEARS



ALTERNATIVES TO PROVIDE ADDITIONAL WASTEWATER TREATMENT CAPACITY

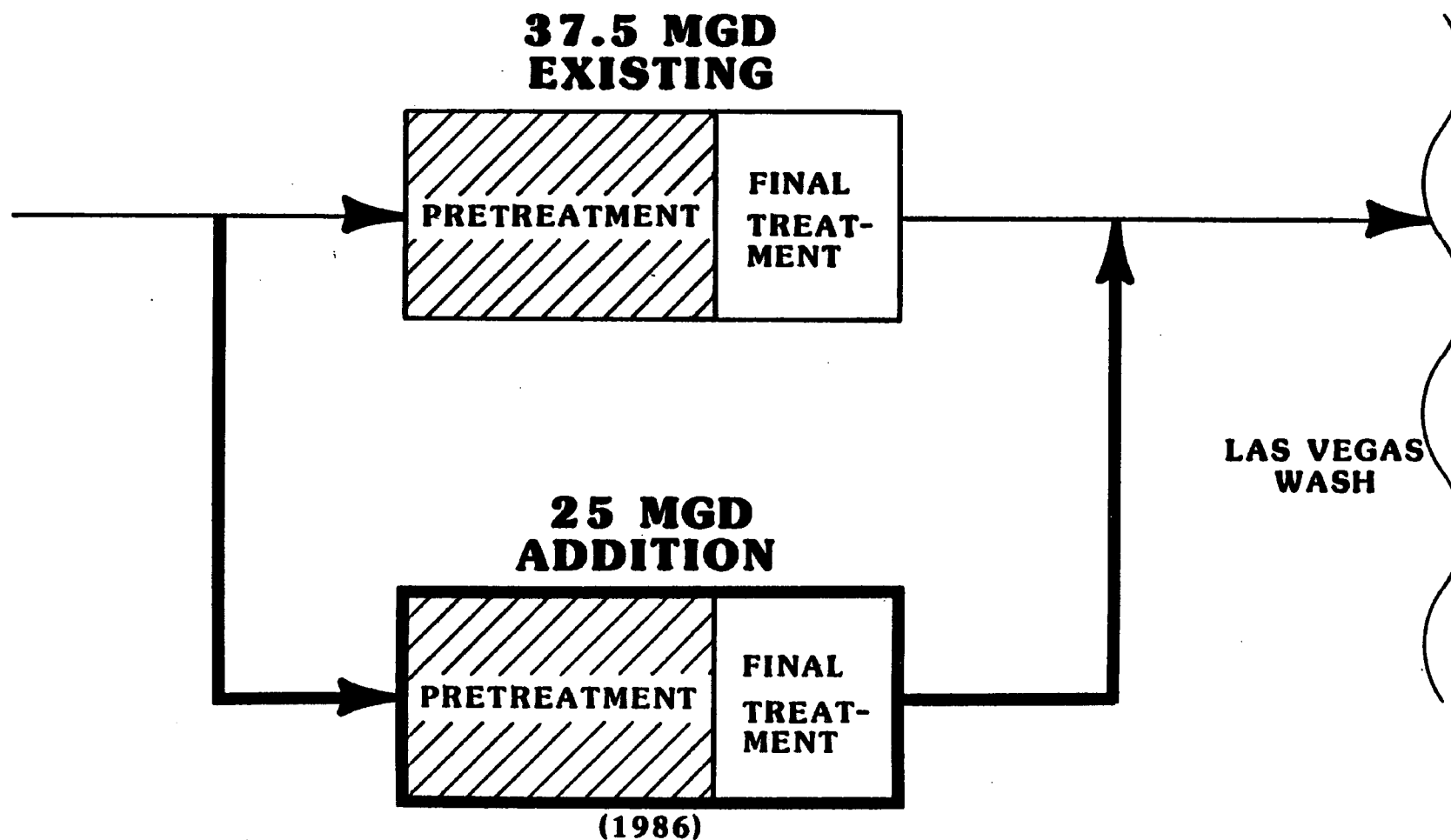
**I. EXPAND CITY PLANT FOR
TOTAL TREATMENT**

**II. EXPAND CITY PLANT FOR
PRETREATMENT**

**III. SEND ALL FLOWS IN
EXCESS OF 37.5 MGD
TO COUNTY FACILITIES**

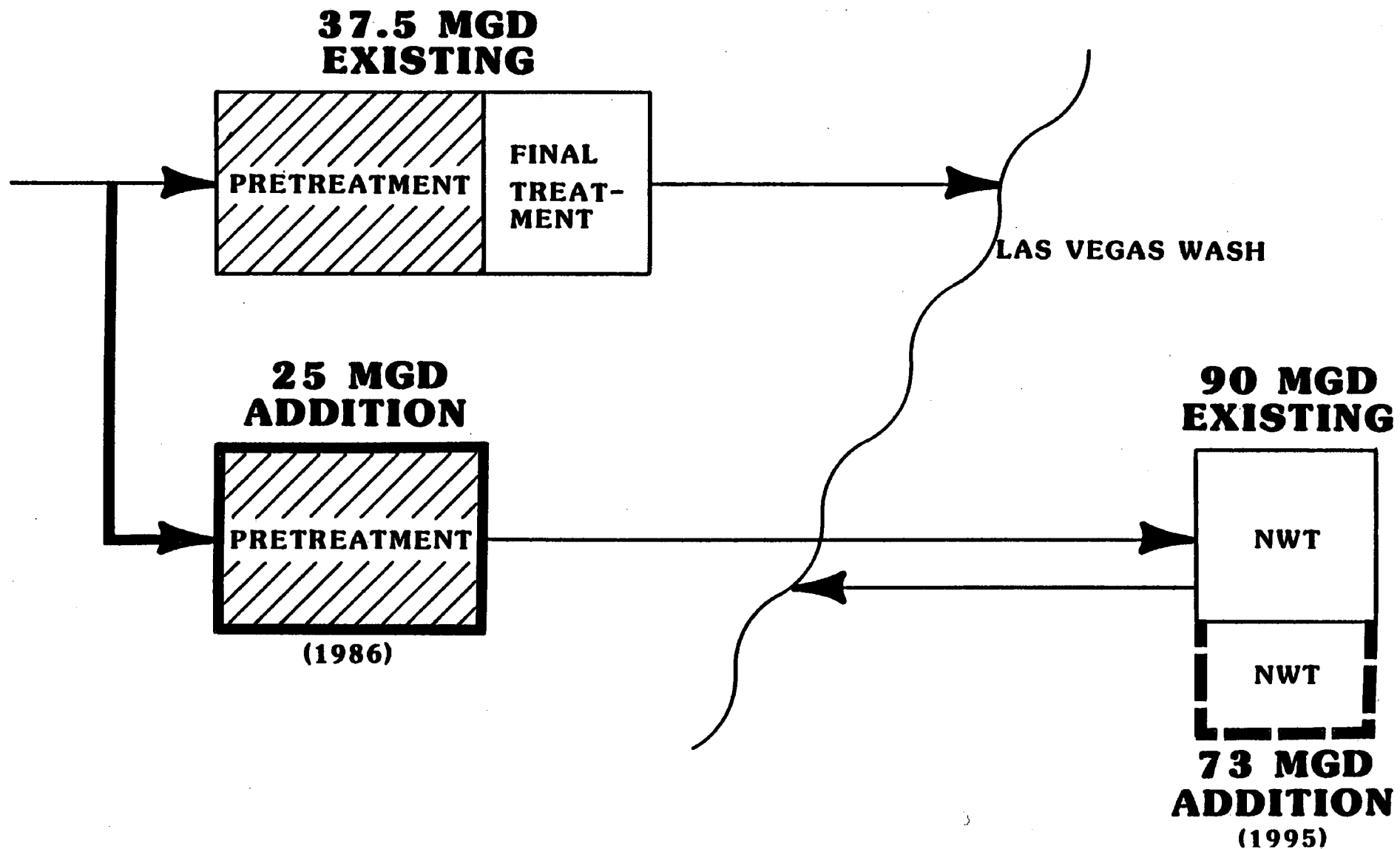
ALTERNATIVE I: EXPAND CITY PLANT FOR TOTAL TREATMENT

TO MEET GROWTH THROUGH YEAR 1997

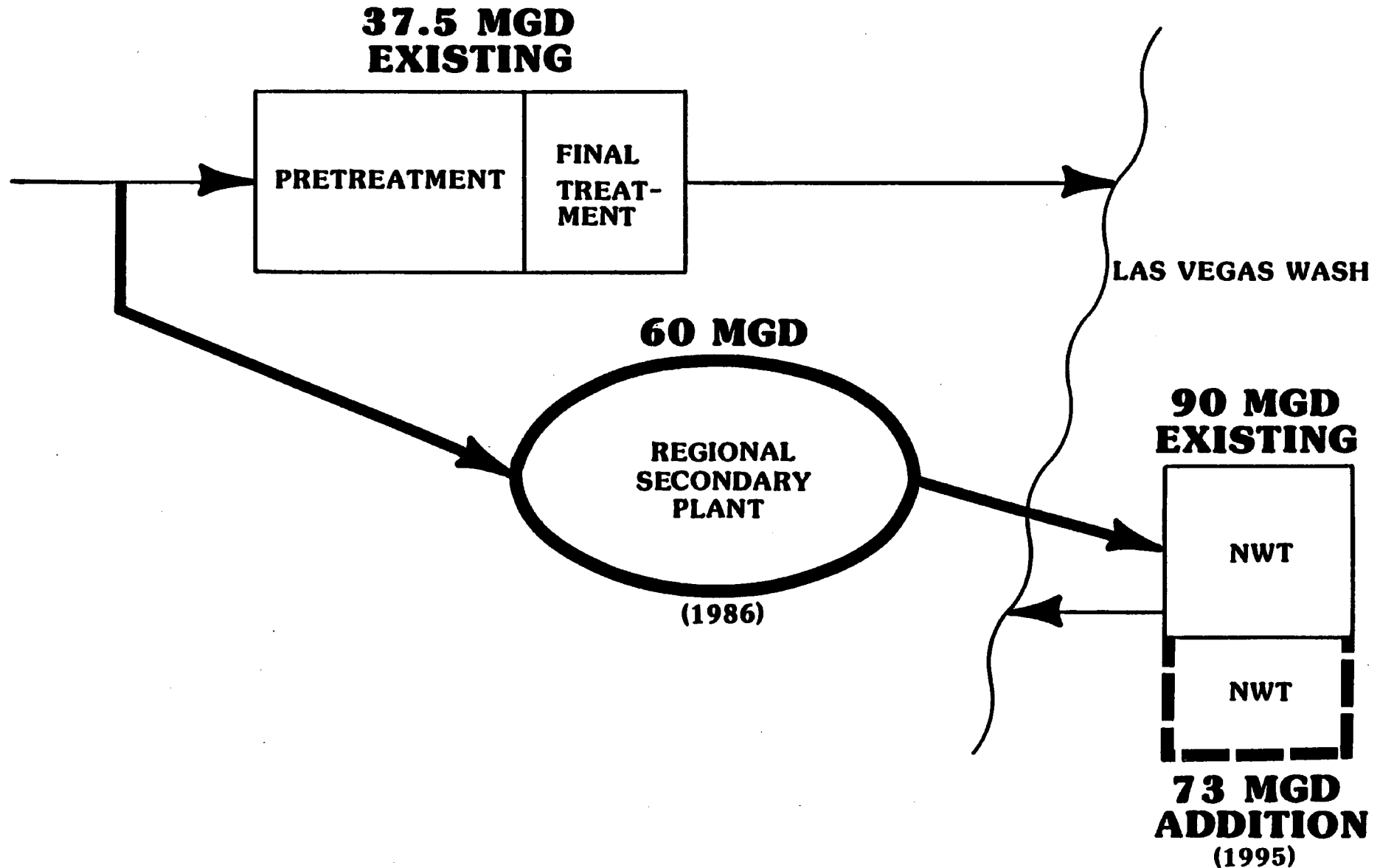


ALTERNATIVE II: EXPAND CITY PLANT FOR PRETREATMENT

**AND SEND ALL FLOWS IN EXCESS OF 37.5 MGD
TO COUNTY FACILITIES FOR FINAL TREATMENT**



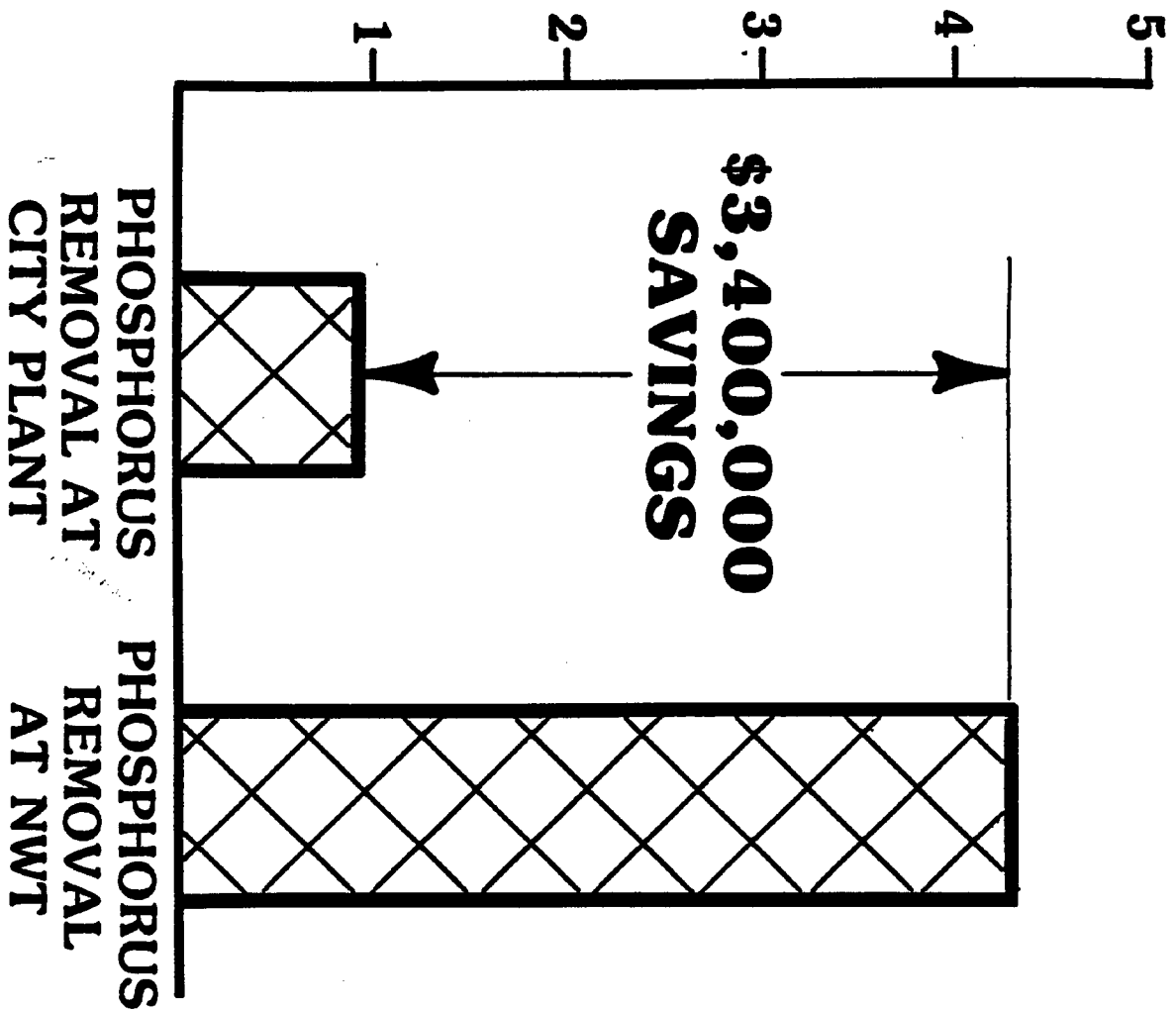
ALTERNATIVE III: SEND ALL FLOWS IN EXCESS OF 37.5 MGD TO COUNTY FACILITIES



SUMMARY OF COSTS

	<u>TOTAL COSTS</u> <u>(1983—1997)</u>	<u>ANNUAL</u> <u>COSTS</u>
I. EXPAND CITY PLANT FOR TOTAL TREATMENT	\$95,427,000	\$6,360,000
II. EXPAND CITY PLANT FOR PRETREATMENT	\$134,500,000	\$8,968,000
III. SEND ALL FLOWS IN EXCESS OF 37.5 MGD TO COUNTY FACILITIES	\$160,154,000	\$10,544,000

PHOSPHORUS REMOVAL COSTS FOR 1983 (MILLIONS OF DOLLARS)



IMPACT ON USER CHARGES AND CONNECTION FEES

IF CONNECTION FEES* INCREASED FROM \$500 to \$575

	<u>ANNUAL USER CHARGE*</u>	<u>INCREASE</u>
ALT. I	\$54 → \$60	\$6
ALT. II	\$54 → \$72	\$18
ALT. III	\$54 → \$80	\$26

***FOR A SINGLE-FAMILY RESIDENCE**

COMPARISON OF CURRENT USER CHARGES AND CONNECTION FEES*

	<u>USER CHARGE</u>	<u>CONNECTION FEE</u>
LAS VEGAS	\$53.78**	\$500
CLARK COUNTY	\$94.95**	\$575
NORTH LAS VEGAS	\$92.73**	\$325
HENDERSON	\$103.92	\$225

***FOR A SINGLE-FAMILY RESIDENCE**

****INCLUDES \$5 NWT DEBT SERVICE CHARGE**

RECOMMENDATIONS:

- 1. EXPAND CITY PLANT BY 25 MGD
FOR FULL TREATMENT**
- 2. PROCEED NOW WITH DESIGN AND
BID DOCUMENTS**
- 3. HAVE EXPANDED PLANT IN
OPERATION BY 1986**

CONCLUSIONS:

- 1. GUARANTEES CITY HAS CAPACITY
TO AVOID GROWTH MORATORIUM**
- 2. PROVIDES LOWEST COST TREATMENT
(SAVINGS OF \$2,700,000 - \$4,200,000/yr)**

City of Las Vegas

0119

AGENDA DOCUMENTATION

Date: September 23, 1983

TO:
The City CouncilFROM:
DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF ENGINEERING CONTRACT WITH METCALF & EDDY, INC. FOR VALUE ENGINEERING
AND PROJECT DELIVERY OF CITY OF LAS VEGAS WASTEWATER TREATMENT PLANT EXPANSION.PURPOSE/BACKGROUND

The existing City Wastewater Treatment Plant was designed to treat 37.5 million gallons per day (MGD) of sewage. It is estimated the flowrate through the plant will reach the 37.5 MGD capacity sometime in 1986/1987. To be able to handle increased flowrates beyond that date, it is necessary to proceed with design of the plant expansion now so that additional capacity can be on line when the present capacity is exhausted. A contract with Culp/Wesner/Culp for the completion of design is under consideration by the City Council as a separate item at this meeting.

Experience has shown that on projects of this magnitude it is very beneficial to employ the technique of value engineering as a systemized approach to seek out the best functional balance between the cost and reliability. It is imperative that a consultant other than the designer provide project coordination, review and monitoring of activities to insure accomplishment of assigned tasks by all parties, and to provide for timely completion of the project as a whole.

The Department of Public Services made a recommendation to the City of Las Vegas Commission of the firm of Metcalf & Eddy, Inc. in January, 1983, to provide the value engineering and project delivery services for this project. Metcalf & Eddy is currently under contract with the City to provide such services through the 10% design phase. A fee has been negotiated for continued value engineering and project delivery services through the remainder of design as follows:

Value Engineering	\$ 55,525
Project Delivery	186,641
Contingency	24,217
TOTAL	<u>\$266,383</u>

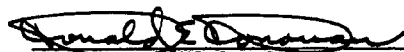
There are currently no State or Federal grant funds available to support this effort. The work will, however, be accomplished in accordance with grant funding requirements to insure that the project is eligible for grant funds, should they become available.

FISCAL IMPACT

Funds are available and budgeted in the Sanitation Fund to cover the cost to complete the items of this work. There will be no increase in user charges or connection fees as a result of this contract.

RECOMMENDATIONS

The Director of Public Services recommends that the City Council authorize the Mayor, on behalf of the City Council, to execute a contract with Metcalf & Eddy, Inc. to provide value engineering and project delivery services through the design phase of the Wastewater Treatment Plant expansion.


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

Agenda Item 10/5/83

IV. (h). A.2.

CONSULTANT AGREEMENT

THIS AGREEMENT, and accompanying Supplemental Terms, made and entered into as of the 5th day of October, 1983, by and between the CITY OF LAS VEGAS, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as the "CITY OF LAS VEGAS") and METCALF & EDDY, 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 concerned with, and responsible for, providing sewage treatment services to the residents within its corporate boundary; and

WHEREAS, the CITY OF LAS VEGAS, anticipating a future increase in the number of residents within its corporate boundaries needing sewage treatment services, has entered into various contracts with another consultant, to wit: CULP/WESNER/CULP (hereinafter referred to as "Design Consultant"); and

WHEREAS, pursuant to the most recently proposed contract (which may, or may not have been approved by the Las Vegas City Commission as of the date of execution of this Agreement) with the CITY OF LAS VEGAS, the Design Consultant is to provide engineering design services for the (i) proposed expansion of CITY OF LAS VEGAS' wastewater treatment facilities, and (ii) installation of a digester gas electrical generator (hereinafter referred to as the "Project"); and

WHEREAS, the CITY OF LAS VEGAS desires to retain the services of the CONSULTANT to review and evaluate the engineering designs proposed by the Design Consultant and to provide various Project delivery services, all as more fully described hereinafter.

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 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".

SECTION I: SCOPE OF SERVICES

A. VALUE ENGINEERING SERVICES

CONSULTANT agrees to provide the following value engineering (VE) services at approximately the fifty percent (50%) design stage of the Project:

1. Meet with the CITY OF LAS VEGAS and Design Consultant to review the basis of the engineering design proposed

by the Design Consultant, and any constraints or other areas of special concern for the Project.

2. Obtain and review all background reports, drawings, performance data, preliminary concept drawings and cost estimates for the Project.
3. Attend a coordination meeting with the CITY OF LAS VEGAS and Design Consultant to prepare for the VE workshop.
4. Carry out the VE workshop. It is understood that the Design Consultant will be available to answer questions during the VE workshop although not in attendance at the workshop. The workshop will review the components of design developed since the Ten Percent Design Report, the high cost areas, and develop a list of alternatives that should be evaluated under the VE process. Perform program analysis. Summarize analyses into recommendations. Brief CITY OF LAS VEGAS and Design Consultant of findings at the conclusion of the workshop.
5. Prepare a draft of the Preliminary VE report. The report should contain as a minimum the scope of the VE analysis; the basic VE methodology employed; a summary of VE recommendations; and the estimated cost savings of each recommended alternative.
6. Provide the CITY OF LAS VEGAS with twenty (20) copies of draft Preliminary VE Report.
7. Attend an evaluation conference with the CITY OF LAS VEGAS and Design Consultant to discuss findings and recommendations presented in the draft Preliminary VE Report.
8. Prepare final Preliminary VE Report, if deemed necessary by the CITY OF LAS VEGAS and deliver twenty (20) copies to CITY OF LAS VEGAS.

B. PROJECT DELIVERY SERVICES

CONSULTANT agrees to provide the following project delivery services:

1. Project Coordination
 - (a) Provide senior staff consultation regarding the design and construction approach to the Project and the status of the Project from the standpoints of schedule and costs. This consultation will be provided by the CONSULTANT Principal, Project Manager, or other senior staff as deemed appropriate or requested by the CITY OF LAS VEGAS.
 - (b) Review the Project's critical path schedule and short interval schedules as prepared by others to determine their practicability of timely completion and to ensure that all significant activities by the Design Consultant, and others

are included as part of those schedules. Provide comments to the CITY OF LAS VEGAS and Design Consultant regarding the review of those schedules. Monitor actual design progress as observed by the CONSULTANT staff. Provide recommendations for action to alleviate schedule slippage, if necessary and possible.

- (c) Review the proposed budget and Project cash flow prepared by others for the Project and provide the CITY OF LAS VEGAS and the Design Consultant with a critique thereof. Where appropriate, recommend budget changes or cash flow revisions. Establish a procedure or system for reporting overall costs for the Project and maintain appropriate records of the overall Project costs.
- (d) Assist the CITY OF LAS VEGAS with effective liaison between the Design Consultant, and the regulatory agencies. The liaison between CONSULTANT and the Design Consultant will be implemented by frequent meetings in Las Vegas or at the Design Consultant's home office. Meetings will also be held in Las Vegas at least once a month with the CITY OF LAS VEGAS to discuss Project progress. Action with respect to regulatory agency liaison will be taken, as necessary, at critical times for submittal of progress reports, grant fund documentation, bid documents, etc.
- (e) Assist the CITY OF LAS VEGAS with coordination of input from other consultants and/or subconsultants. This task will consist primarily of the coordination of schedules to assure, to the maximum practicable extent, timely receipt of input.
- (f) Review the need for procurement of land, easements and Project rights-of-way and recommend actions for obtaining same, if required.
- (g) Review insurance requirements for the CITY OF LAS VEGAS, Design Consultant and Construction Contractor, including coverage for public liability, property damage by operations and motor vehicles, personal injury liability, builder's risk, contractor's protective, completed operations and contractual liability, and CITY OF LAS VEGAS' protective liability and property damage.
- (h) Prepare agenda items and documentation for submittal to CITY OF LAS VEGAS Commission meetings.
- (i) Review the Project Facilities Plan prepared by the Design Consultant for conformance with EPA requirements and assist the CITY OF LAS VEGAS in obtaining regulatory agency approval of said Plan.
- (j) Prepare a written monthly progress report to the CITY OF LAS VEGAS which will include: (a) an executive summary with a brief, narrative report of the activities of the past month, problems encountered and their resolution and an update

on any open items; (b) an updated schedule with discussion of any target critical items and recommended actions to improve performance with respect to these items; (c) a project accounting statement, showing for each activity in the schedule the original budget plus changes, payments to date, cost to complete, and projected over or under runs; and (d) a section on action items, i.e., a summary of key issues with decisions required and/or actions to be taken listing specific responsibilities for each and a date for resolution, beyond which the overall progress and/or cost of the project may be affected. An oral presentation of the report will be made monthly to the CITY OF LAS VEGAS Public Services Department.

2. Engineering Design Review and Consultation

- (a) Review the design concepts with the Design Consultant, CITY OF LAS VEGAS and regulatory agencies as required for the purpose of critiquing said design concepts and recommending changes or modifications thereto. This will include consultation on conformance to USEPA requirements for federal and state grants and on the need for prepurchase of equipment.
- (b) Review bid packages with the Design Consultant, CITY OF LAS VEGAS and regulatory agencies as required. This will include a detailed design check of the proposed plant expansion hydraulics and process equipment sizing, and a general review of overall plant control and instrumentation and the structural, mechanical and electrical design. However, the furnishing of the review and checking services will not make CONSULTANT responsible for the completeness or accuracy of the contract documents, or the performance of the plant upon completion of construction.
- (c) Conduct brief but thorough reviews of construction bid packages, including the legal specifications, for buildability and bidability. The buildability review will evaluate the sequence of construction interfaces between contract schedules and construction methods proposed by the bid documents for cost effectiveness. The bidability review will focus on the specifications and, particularly, the general and supplemental general conditions and the general requirements to check for clarity and consistency; and to identify areas of unnecessary risk which may cause bidders to add a substantial contingency and other items that might cause unnecessary costs. Review results with the CITY OF LAS VEGAS and Design Consultant.

SECTION II: RESPONSIBILITIES OF THE
CITY OF LAS VEGAS

The CITY OF LAS VEGAS, in addition to any other obligation contained in this Agreement, agrees to do the following:

- A. Make available, at no cost to the CONSULTANT, all technical data in the possession of the CITY OF LAS VEGAS, including

maps, past reports, surveys, borings and other information required by the CONSULTANT and relating to his work.

SECTION III: ENGINEERING FEES

- A. Definitions: For purposes of this Agreement, the following terms are defined as follows:

"Salary expenses" are the salaries paid by the CONSULTANT to those employees utilized in the performance of this Agreement based on the hourly fee schedule contained in Form 5700, attached hereto as Exhibit "B" and incorporated herein by this reference as a part of this Agreement.

"Business overhead costs" are those costs audited and certified by the United States Environmental Protection Agency (EPA) as the actual overhead costs of the CONSULTANT which may be amended from time to time by the EPA during the existence of this Agreement. CONSULTANT shall notify the CITY OF LAS VEGAS immediately of any changes in the overhead costs. A copy of the current overhead costs certified by the EPA shall be provided to the CITY OF LAS VEGAS upon request.

"Direct non-salary expenses" are as defined on page 32 of the 1981 Edition of Manual 45 of the American Society of Civil Engineers, attached hereto as Exhibit "C" and incorporated herein by this reference as a part of this Agreement.

The CONSULTANT agrees to maintain financial records in accordance with EPA grant program regulations in effect at the time of execution of this Agreement.

- B. Compensation Formula: As consideration for the engineering services required under Section I, the CITY OF LAS VEGAS agrees to reimburse the CONSULTANT for its costs incurred in the performance of this Agreement, and to pay to the CONSULTANT the fixed fee provided below. The costs to be reimbursed by the CITY OF LAS VEGAS include the (i) salary expenses, (ii) business overhead costs, and (iii) direct non-salary expenses (hereinafter collectively referred to as the "Performance Cost").

- C. Compensation Amount and Limitations:

1. The performance costs to be reimbursed, and the fixed fee to be paid, to the CONSULTANT shall not exceed the amounts set forth below unless specifically authorized in writing by the CITY OF LAS VEGAS.

(a)	(b)	(c)	(d)
Contract	Performance	Fixed Fee	Total Payment Limit
Section	Cost Limit	Limit	(Performance Cost Plus
Section I.A.-	\$ 51,281	\$ 4,244	Fixed Fee)
Value			\$ 55,525
Engineering			
Section I.B.-	\$163,642	\$ 22,999	\$186,641
Project			
Delivery			

2. The CONSULTANT agrees to complete the performance of this Agreement despite having reached the total payment limits set forth above (Column (d)). It is understood and agreed by the Parties hereto that the fixed fee is an amount guaranteed to CONSULTANT for the proper performance of this Agreement, but that the "Performance Cost Limit" designated above, may, or may not, be reached by the CONSULTANT.
 3. Although the CITY OF LAS VEGAS may authorize and consent to a higher performance cost limit (Column (b)) set forth above, it is agreed by the parties that upward adjustments in the performance cost shall not be accompanied by, or result in, adjustments to the fixed fee limit (Column (c)) unless there is a change in the scope of the services required under this Agreement.
 4. It is further agreed that the above payments for services have been arrived at after meaningful negotiations between the CITY OF LAS VEGAS and the CONSULTANT in conformance with 40 CFR Part 35.
- C. Manner of Payment: CONSULTANT, as a prerequisite to the obligation on the part of the CITY OF LAS VEGAS for payment of the fee provided herein, shall submit on a monthly basis invoices for the services performed the preceding month. The invoice shall request payment only for that portion of the direct labor costs, overhead costs and direct expenses as was actually incurred by the CONSULTANT for the preceding month, and for that portion of the fixed fee (Column (c)) determined by estimating the percentage of work completed each month.

Payment by the CITY OF LAS VEGAS shall be made on or within thirty (30) days from the receipt of an invoice which itemizes the hours worked, expenses incurred, and the portion of fixed fee earned during the preceding month.

SECTION IV: TIME OF PERFORMANCE

Execution of this Agreement by the CITY OF LAS VEGAS constitutes authorization as of the date of execution for the CONSULTANT to proceed with the performance of this Agreement. The services to be provided herein shall be furnished for a period of no longer than Ten (10) months beginning with the date of execution of the contract. Services provided beyond the above-mentioned time period shall be considered a change in the scope of services and subject to further negotiation of the terms of the contract.

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

SECTION 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:

METCALF & EDDY, INC.
Carl Schrader
P.O. Box 10-046
1029 Corporation Way
Palo Alto, California 94303

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

METCALF & EDDY, INC.

By Franklin L. Buxton

ATTEST:

Honey J. Huston
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, provided, however that CONSULTANT may retain for its files copies of said materials.

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 sub-contracts 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.
- D. A provision that the subcontractor will obtain and maintain insurance coverage in connection with the subcontracted work in an amount and for a period equal to that required of the CONSULTANT in this Agreement with the exception that Professional Liability Insurance need only be in a minimum of One Million Dollars (\$1,000,000).

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.

CITY COUNCIL MINUTES - OCTOBER 5, 1983
COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
 (See accompanying instructions before completing this form)

Form Approved
 OMB No. 158-R0144

PART I-GENERAL

1. GRANTEE City of Las Vegas		2. GRANT NUMBER 0134
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Metcalf & Eddy, Inc.		4. DATE OF PROPOSAL September 19, 1983
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 1029 Corporation Way Palo Alto, CA 94303		6. TYPE OF SERVICE TO BE FURNISHED Value Engineering Services for Workshop No. 3 Las Vegas, Nevada Wastewater Treatment Plant Expansion Project

PART II-COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager	100	\$ 24.10	\$ 2,410	
Project Engineer	72	22.80	1,642	
Staff Engineer	48	21.00	1,008	
Estimator	72	21.95	1,580	
DIRECT LABOR TOTAL:				\$ 6,640
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
Office Overhead	1.53	\$ 6,640	\$ 10,159	
INDIRECT COSTS TOTAL:				
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION Air fare + local travel			\$ 2,480	
(2) PER DIEM 32 mandays @ \$60/day			\$ 1,920	
TRAVEL SUBTOTAL:			\$ 4,400	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
Telephone, xerox, etc.	L.S.	\$ 100	\$ 100	
EQUIPMENT SUBTOTAL:			100	
c. SUBCONTRACTS			ESTIMATED COST	
Arthur Beard Engineers, Inc. (See attached breakdown)			\$ 29,982	
SUBCONTRACTS SUBTOTAL:			\$ 29,982	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$ -0-	
OTHER SUBTOTAL:			\$ -0-	
e. OTHER DIRECT COSTS TOTAL:			\$ 34,482	
10. TOTAL ESTIMATED COST			\$ 51,281	
11. PROFIT			\$ 4,244	
12. TOTAL PRICE			\$ 55,525	

[illegible]

14. CONTRACTOR

14a. HAS A FEDERAL AGENCY OR A FEDEPALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

☒ YES ☐ NO (If "Yes" give name address and telephone number of reviewing office)

Defense Contracts Audit Agency
Boston Regional Office
150 Causeway Street, Boston, MA 02114

Mr. Richard Fruin
Office Manager

14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES

41 CFR 1015.2 & 41 CFR 1015.4 for Cost Reimbursement Contracts

14c.

This proposal is submitted for use in connection with and in response to (1) City of Las Vegas Nevada, Verbal Request of April 12, 1983. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of

(2) September 19, 1983 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) September 19, 1983
DATE OF EXECUTION

SIGNATURE OF PROPOSER

Franklin L. Burton
Vice President
TITLE OF PROPOSER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

16. EPA REVIEWER (If applicable)

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

Project Las Vegas VE #3

Acct. No. _____

Page 1 of 1Subject: PROFIT CALCULATIONComptd. By Carl F. SchraderDate 9-19-83Detail Value Engineering No.3 Ck'd By Franklin L. BurtonDate 9-19-83

Profit Factors	Appropriate Range of Profit Percent of Cost	Assigned Weight %	Cost \$	Weighted Profit \$
1. Direct Labor Costs (EPA Form 5700-41, Item 7)	Up to 23	15	6,640	996
2. Indirect Costs (EPA Form 5700-41, Item 8)	Up to 15	15	10,159	1,524
3. Other Direct Costs (EPA Form 5700-41, Items 9a, 9b and 9d)	Up to 7	5	4,500	225
4. Subcontract Cost (EPA Form 5700-41, Item 9c):				
a. Total subcontracts less than 50% of Total Estimated Cost	5 to 8			
b. Total subcontracts more than 50% of Total Estimated Cost	4 to 6	5	29,982	1,499
		Totals	51,281	4,244

$$\text{Fee} = \frac{\text{Weighted Profit}}{\text{Cost}} \times 100\% = \frac{\quad}{\quad} \times 100\% =$$

$$\text{Maximum Profit (per Guidelines)} = \frac{16}{100} \%$$

$$\text{Maximum Profit \$} = \frac{\text{Max \%}}{100} \times \text{Cost} = \frac{\quad}{100} \times \quad =$$

PROFIT USED: \$ 4,244
 % 8.28

0137

METCALF & EDDY, INC.

V.E. WORKSHOP NO. 3 - BREAKDOWN OF EXPENSESTransportation

Palo Alto/Las Vegas	4 trips @ \$150	= \$ 600
Boston/Las Vegas	2 trips @ 800	= 1,600
Local transportation	7 @ 40	= <u>280</u>

Subtotal	\$ 2,480
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Per Diem

32 mandays @ \$60/m.d.	1,920
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Telephone

Telephone	<u>100</u>
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TOTAL EXPENSES	\$ 4,500
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ARTHUR BEARD ENGINEERS, INC.

0138

V.E. WORKSHOP #3 - COST BREAKDOWN

DIRECT LABOR:

Pre-Study Phase

G.D. Hart	24 hrs @ \$23.00	=	\$ 552.00
J.L. Van Atten	24 hrs @ 24.75	=	<u>594.00</u>

Subtotal

\$ 1,146.00

Workshop

G.D. Hart	48 hrs @ \$23.00	=	\$1,104.00
J.L. Van Atten	48 hrs @ 24.75	=	<u>1,188.00</u>

Subtotal

2,292.00

Post-Workshop Phase

G.D. Hart	16 hrs @ \$23.00	=	\$ 368.00
J.L. Van Atten	56 hrs @ 24.75	=	1,386.00
D.C. Wohlscheid	20 hrs @ 21.75	=	435.00
N.E. Thomas	16 hrs @ 10.25	=	164.00
O.C. Murcia	16 hrs @ 15.50	=	248.00
C.W. Etzler	12 hrs @ 13.00	=	<u>156.00</u>

Subtotal

2,757.00

TOTAL DIRECT LABOR
OVERHEAD @ 140%

\$ 6,195.00
8,673.00

OTHER DIRECT COSTS:

Transportation

Los Angeles/Las Vegas	4 trips @ \$135	=	\$ 540.00
Washington/Las Vegas	1 trip @ 540	=	540.00
Local transportation		=	<u>620.00</u>

Subtotal

1,700.00

Per Diem

14 mandays @ \$60/m.d.

840.00

CITY COUNCIL MINUTES - OCTOBER 5, 1983
ARTHUR BEARD ENGINEERS, INC.

OTHER DIRECT COSTS: (cont.)

0139

Reproduction

\$35/copy x 50 copies (40 to Owner)

\$ 1,750.00

Communication & Miscellaneous

Telephone & Postage @ \$175.00

Workshop Supplies @ 125.00

Subtotal

300.00

Subcontractor (B&P (MBE)

48 hrs @ \$67 = \$3,216.00

Transportation @ \$200 = 200.00

Per Diem (5 mandays @ \$60/m.d.) = 300.00

Miscellaneous @ \$114 = 114.00

Subtotal

3,830.00

Subcontractor Y-FI (MBE)

48 hrs @ \$68 = \$3,264.00

Transportation @ \$200 = 200.00

Per Diem (5 mandays @ \$60/m.d.) = 300.00

Miscellaneous @ \$86 = 86.00

Subtotal

3,850.00

TOTAL OTHER DIRECT COSTS

\$12,270.00

TOTAL COSTS

\$27,138.00

Profit:

Direct Labor, \$6,195 x 0.15 = \$ 929.00

Indirect Labor, \$8,673 x 0.15 = 1,301.00

Other Direct Costs \$12,270 x 0.05 = 614.00

\$2,844.00

Total Profit

2,844.00

Total Cost + Profit

\$29,982.00

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS
 (See accompanying instructions before completing this form.)

 Form Approved
 OMB No. 158-R0144

PART I - GENERAL

1. GRANTEE City of Las Vegas		2. GRANT NUMBER 0140	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Metcalf & Eddy, Inc.		4. DATE OF PROPOSAL September 19, 1983	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 1029 Corporation Way Palo Alto, CA 94303		6. TYPE OF SERVICE TO BE FURNISHED Project Administration Services from 10% Design Stage through Design Completion for the Las Vegas, Nevada Wastewater Treatment Plant Expansion	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	80	\$ 40.00	\$ 3,200	
Project Manager	1032	25.00	25,800	
Technical Specialist	480	26.10	12,528	
Staff Engineer	640	19.90	12,736	
Office Clerical	430	10.00	4,300	
DIRECT LABOR TOTAL:				\$ 58,564
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
Office Overhead	1.53	\$ 58,564	\$ 89,603	
INDIRECT COSTS TOTAL:				
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION Air Fare + Local Transportation			\$ 10,975	
(2) PER DIEM			\$ 500	
TRAVEL SUBTOTAL:			\$ 11,475	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
Telephone, postage, etc.			\$ 4,000	
EQUIPMENT SUBTOTAL:			4,000	
c. SUBCONTRACTS			ESTIMATED COST	
			\$	
SUBCONTRACTS SUBTOTAL:			\$	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$	
OTHER SUBTOTAL:			\$	
e. OTHER DIRECT COSTS TOTAL:			\$ 15,475	
10. TOTAL ESTIMATED COST				\$ 163,642
11. PROFIT				\$ 22,999
12. TOTAL PRICE				\$ 186,641

014b

PART IV - CERTIFICATIONS

14. CONTRACTOR

16a. HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS

Defense Contracts Audit Agency
Boston Regional Office
150 Causeway Street, Boston, MA 02114

Mr. Richard Fruin
Office Manager

41 CFR 1015.2 & 41 CFR 1015.4 for Cost Reimbursement Contracts

41 CFR 1015.2 & 41 CFR 1015.4 for Cost Reimbursement Contracts

This proposal is submitted for use in connection with and in response to (1) City of Las Vegas

This proposal is submitted for use in connection with and in response to (1) City of Las Vegas
Nevada Verbal Request of September 15, 1983. This is to certify to the best of my knowledge

Nevada Verbal Request of September 15, 1983. . This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of

(2) September 19, 1983 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) September 19, 1983

DATE OF EXECUTION

Franklin L. Burton

SIGNATURE OF PROPOSER

Franklin L. Burton

Vice President

TITLE OF PROPOSER

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

CITY COUNCIL MINUTES - OCTOBER 5, 1983
LAS VEGAS WWTP EXPANSION
PROJECT ADMINISTRATION FEE COMPILATION

0142
Hours

A. Labor Requirements (May 83 thru project completion August 86)

- | | | |
|----|--|-------|
| 1. | Principal-in-Charge | |
| | Basis: 8 hrs/mo for design and review period (10 mo) | |
| | Hours: 8 x 10 mo | 80 |
| 2. | Project Manager | |
| | Basis: 60% participation in Activities 1 & 2 (10 mo) | |
| | Hours: 0.6 x 10 x 172 | 1,032 |
| 3. | Technical Specialists | |
| | Basis: 48 hrs/mo for Activities 1 & 2 (10 mo) | |
| | Hours: 48 x 10 | 480 |
| 4. | Staff Engineers | |
| | Basis: P&S review: Assume structural (100 hrs),
mechanical (140 hrs), electrical (140 hrs),
instrumentation (140 hrs), hydraulic (120 hrs) | |
| | Hours: 100 + 140 + 140 + 140 + 120 | 640 |
| 5. | Office Clerical | |
| | Basis: 25% participation for Activities 1 & 2 | |
| | Hours: 0.25 x 172 x 10 | 430 |

Summary of Labor

	<u>Man-hours</u>
Principal	80
Project Manager	1,032
Technical Specialist	480
Staff Engineers	640
Office Clerical	430

Expense Summary (See attached breakdown)

- | | | |
|----|----------------------|---------|
| 1. | Air fare | \$8,900 |
| 2. | Local Transportation | 2,075 |
| 3. | Per Diem | 500 |
| 4. | Telephone, Postage | 3,000 |
| 5. | Miscellaneous | 1,000 |

B. Expense Computation

0143

1. Services up to Construction

a. Air fare, P.A./LV 3 trips/mo for 10 mo @ \$110/trip	\$3,300
b. Air fare BOS/P.A. 7 trips @ \$800/trip	5,600
c. Local transportation P.A./SAC 2 trips/mo x 10 mo x 300 mi @ \$0.20/mi	1,200
d. Local auto in LV, 25 days @ \$35/day	875
e. Per diem in LV, 5 days @ \$60/day + 20 @ 10	500
f. Telephone and postage 10 mo @ \$300/mo	3,000
g. Miscellaneous supplies, printing, xerox 10 mo @ \$100/mo	1,000

Detail Proj. Del. 10% thru Design Ck'd By Franklin L. Burton Date Sept. 19, 1983

Profit Factors	Appropriate Range of Profit Percent of Cost	Assigned Weight %	Cost \$	Weighted Profit \$
1. Direct Labor Costs (EPA Form 5700-41, Item 7)	Up to 23	15	58,564	8,785
2. Indirect Costs (EPA Form 5700-41, Item 8)	Up to 15	15	89,603	13,440
3. Other Direct Costs (EPA Form 5700-41, Items 9a, 9b and 9d)	Up to 7	5	15,475	774
4. Subcontract Cost (EPA Form 5700-41, Item 9c):				
a. Total subcontracts less than 50% of Total Estimated Cost	5 to 8			
b. Total subcontracts more than 50% of Total Estimated Cost	4 to 6			
		Totals	163,642	22,999

$$\text{Fee} = \frac{\text{Weighted Profit}}{\text{Cost}} \times 100\% = \underline{\hspace{2cm}} \times 100\% =$$

Maximum Profit (Per Guidelines) = %

$$\text{Maximum Profit \$} = \frac{\text{Max \%}}{100} \times \text{Cost} = \frac{\quad}{100} \times \quad =$$

PROFIT USED: \$22,999
8 14.05

City of Las Vegas

0145

AGENDA DOCUMENTATION

Date: September 23, 1983

TO:
The City CouncilFROM:
DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF INCREASE IN CONTRACT FOR GRANT MANAGEMENT SERVICES FOR WASTEWATER
TREATMENT PLANT MODIFICATIONSPURPOSE/BACKGROUND

On January 16, 1981, the City Commission approved a contract with George McCulley under which he is currently providing administrative management of grants from the U.S. Environmental Protection Agency (EPA). Total costs incurred under the contract over a period of 2½ years have been \$105,000. Final completion of the project is anticipated to be approximately December, 1983 depending on how quickly EPA responds to the City's needs. Mr. McCulley's services through that period are estimated to cost an additional \$5,000.

No change in any of the other terms of the contract is required.

Upon physical completion of the plant modifications, it will be required to continue to work with the Nevada Division of Environmental Protection and the U.S. Environmental Protection Agency in completing all requirements of State and Federal rules and regulations. It is proposed to continue to use Mr. McCulley, as needed, to satisfy these requirements and to coordinate actions until all requirements have been met. It is estimated that the cost for these services, at an hourly rate of \$60, plus travel expenses, will be approximately \$5,000.

FISCAL IMPACT

The cost for additional services under the current contract will be approximately \$5,000. The local share will be \$1,250. Funds are available in the Sanitation Fund. The work is grant eligible and 75 percent will be reimbursed by the Environmental Protection Agency. Costs for the additional services after physical completion of the modifications will be approximately \$5,000. These costs may not be grant eligible. Funds are available in the Sanitation Fund.

RECOMMENDATIONS

The Director of Public Services recommends that the City Council approve the increase in the contract, the additional services after physical completion, and the expenditure of \$10,000, and authorize the Mayor, on behalf of the City Council, to execute the necessary increases in contracts for Grant Management Services.


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

Agenda Item 10/5/83

IV. (h). A. 3.

1 AGREEMENT

2
3 THIS AGREEMENT, made and entered into the 5th day of
4 October, 1983 by and between the City of Las Vegas, Nevada
5 (hereinafter referred to as the "City") and George McCulley
6 (hereinafter referred to as the "Consultant").
7

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

9 WHEREAS, the City and the Consultant entered into an
10 initial employment contract dated January 22, 1981 which has been
11 extended by amendments thereto; and

12 WHEREAS, the parties desire to enter into the following
13 employment contract which increases the hourly compensation to be
14 paid to the Consultant on an hourly basis and retains the Con-
15 sultant on an as needed basis;

16 WHEREAS, the parties agree that the January 22, 1981
17 employment contract is to remain in effect until the conditions
18 of the effective date of this Agreement have occurred as provided
19 herein; and

20 WHEREAS, the Consultant's services consist of assisting
21 the City in the administrative management of federal grants by the
22 United States Environmental Protection Agency in connection with
23 the alteration and modification of the City's wastewater treatment
24 facilities required to meet the terms of the Consent Decree dated
25 March 15, 1979 and issued by the United States District Court for
26 the District of Nevada.

27 NOW, THEREFORE, the parties agree to the following:

28 A. SERVICES:

29 The Consultant shall serve as Grant Manager for the City.
30 The extent of the work involved shall include any activities of
31 an administrative nature within the scope of the grant(s) nec-
32 essary to:

- 1 (1) Coordinate efforts within the various depart-
2 ments of the City as they relate to the grant(s),
3 (2) Maintain liaison with the Department of Environ-
4 mental Protection,
5 (3) Maintain liaison with the EPA, including the
6 preparation of processing of grant agreements
7 and amendments, reimbursement requests and
8 other documents necessary for compliance with
9 Federal rules and regulations,
10 (4) Maintain liaison with engineering services
11 contractors, including preparation of amend-
12 ments to contracts,

13 B. COMPENSATION:

14 It is agreed that the services described under Para-
15 graph B of this Agreement will be provided only as needed by, and
16 requested by, the City. Compensation shall be for the actual
17 time expended by the Consultant in providing his services at the
18 rate of Sixty and 00/100th Dollars (\$60.00) per hour, including
19 travel, 25 cents per mile for the use of the Consultant's personal
20 automobile, and the actual cost for any other project related
21 expense.

22 C. TERMINATION:

23 This contract shall terminate upon completion of audit
24 by EPA of work included within the scope of the grant(s), but may
25 be terminated at any time prior to then by mutual agreement of
26 the parties.

27 D. EFFECTIVE DATE:

28 This Agreement shall not become effective until all
29 work under the previous employment contract dated January 22, 1981,

30

31

32

1 and any amendment thereto, has been completed and until that time
2 said agreement shall remain in force and effect.

3 CITY OF LAS VEGAS

4
5 By William H. Briare
WILLIAM H. BRIARE, MAYOR

6 ATTEST:

7
8 Carol A. Hawley
Carol Hawley, City Clerk

9
10
11 Approved as to form:

12
13
14
15 CONSULTANT

16
17 By George M. McCulley
GEORGE MCCULLEY

AGENDA*City of Las Vegas*

0149

Oct. 5, 1983

Page 18

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM**Council Action****Department Action**IV (i). DEPARTMENT OF ENGINEERING SERVICESC. E. GILPIN, DIRECTOR*CONSENT AGENDA

All matters listed under Items A, B, C, and D, 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 maps be approved subject to posting of bonds and signing of agreements and plans within thirty days. All engineering designs are being processed.

1. Park North Villas. (M & M Builders - property generally located north of Searles Avenue between 22nd Street and 23rd Street, No. of acres: 2.66, No. of lots: 14, Zoned R-3)

2. Lewis Homes - Stonegate No. 3. (Lewis Homes of Nevada - property generally located on the northwest corner of Alta Drive and Rainbow Boulevard, No. of acres: 17.51, No. of lots: 75, Zoned R-1)

*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

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

1. Boulder Heights Addition. (Bonanza Lamb, Ltd. - property generally located north of Bonanza Road, east of Lamb Boulevard, No. of acres: 2.5, No. of lots: 20, Zoned R-CL)

Lurie -
APPROVED Items A,
B, C and D as
recommended by
staff.
Unanimous
(Christensen excused)

Staff to proceed

APPROVED
See Item A Above

Staff to proceed

APPROVED AGENDA ITEM

AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

City of Las Vegas

0150

Oct. 5, 1983

Page 19

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

ITEM

Council Action

Department Action

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

*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS (Continued)

2. Bedford Village Unit No. 2. (R.A. Homes, Inc. - property generally located on the east side of Sandhill Road, south of Stewart Avenue, No. of acres: 5.2, No. of lots: 45, Zoned R-CL)

Lurie -
APPROVED Items A,
B, C & D as
recommended.
Unanimous
(Christensen excused)

Staff to proceed

*C. RELEASE OF CONTRACT RETENTION

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

APPROVED
See Above

Clerk to notify
and staff to
proceed.

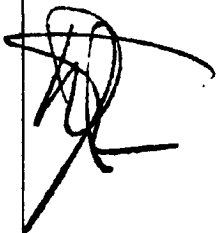
1. Bid No.: 83.3550.9
Contractor: Tab Construction, Inc.
For: Renovation of primary
Sludge Collection
Equipment, troughs,
and wiers - Plant
#1

Notice of
Completion: September 13, 1983
Release Date: October 19, 1983

2. Bid No. 83.3550.18
Contractor: Pacific Waterproofing
For: Plaza Fountain Pool
Renovation and Repair

Notice of
Completion: September 14, 1983
Release Date: October 19, 1983

APPROVED AGENDA ITEM



INTER-OFFICE MEMORANDUM

October 5, 1983

TO:	FROM:
CITY CLERK	ENGINEERING SERVICES
SUBJECT:	COPIES TO:
RELEASE OF SUBDIVISION BOND	CHUCK TURK

On October 5, 1983 the City Council accepted the improvements for Bedford Village Unit No. 2 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Engineering Services. It is recommended that the Cash Deposit with Valley Bank of Nevada be released to the Subdivider.

for *Charles Turk*
C. E. GILPIN, DIRECTOR
Department of Engineering Services

CEG:CT:ss

AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

City of Las Vegas

0152
Oct. 5, 1983

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

Page 20

ITEM

Council Action

Department Action

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

1100

*D. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Grant Deed

From:

Michael B. Grayson,
as trustee under the
J. C. Grayson Irre-
vocable Trust, as
trustee only and not
in his personal
capacity

To:

For:

City of Las Vegas
Portion of Lot 61C,
Vegas Heights Tract
Unit No. 4
Highland Ave.
Recorded as Instru-
ment No. 1741387 in
Official Book 1782
on August 4, 1983
(7/11/83)

2. Grant Deed

From:

Las Vegas Valley
Water District, a
Quasi Municipal
Corporation

To:

For:

City of Las Vegas
Portion of Govern-
ment Lot 5, Sec. 6,
T21S, R61E
Marcus Drive (9/7/83)

3. Grant Deed

From:

Richard D. Champion
and Diana Champion,
husband and wife, as
joint tenants

To:

For:

City of Las Vegas
Portion of NW-1/4,
Sec. 29, T20S, R62E
Radius Lamb Blvd./
Van Buren Ave.
(9/7/83)

Lurie -
APPROVED Items A,
B, C and D as
recommended.
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

0153

Oct. 5, 1983

Page 21

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

ITEM**Council Action****Department Action**

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

1100

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

4. Grant Deed
From:

Dorthea Moore, a
widow
To:
City of Las Vegas
For:
Portion of SE-1/4,
Sec. 1, T20S, R60E
Decatur Blvd.
(9/6/83)

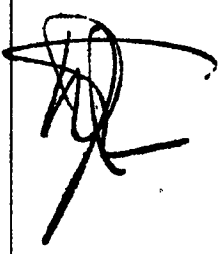
5. Grant Deed
From:

Windsor Development
and Investment Co.,
Inc.; Philadelphia
Freedom Corporation,
a Nevada Corporation;
Thomas Rebane, a
married man; Vincent
Ewy and Susan Ewy,
husband and wife;
Morris E. Ferstman, a
single man; C & H
Investment Company,
each as to their
interest of record
To:
City of Las Vegas
For:
Portion of Lot 1,
Block 7, Artesian
Acres
Elm Ave. (9/14/83)
Recorded as Instru-
ment No. 1764613 in
Official Book No.
1805 on September 16,
1983

Lurie
APPROVED Items A,
B, C and D as
recommended.
Unanimous
(Christensen excused)

Staff to proceed

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

0154

Page 22

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE October 5, 1983

PHONE 386-6011

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

- 1102 A. Appeal of Work Card Denial:
Robert N. Howard

Nolen -
DENIED work card for
position of
Security Guard.
Motion approved with
Briare & Levy voting
"No."

Clerk to notify
Appellant present.
Lt. Hash Hanief,
LVMPD appeared.

Police Report made part of record to
be kept on file at LVMPD.

- 1120 B. Approval of Complaint for Disciplinary Action
against the License of James Perry, dba
AAA Beds for Rent

Lurie -
APPROVED Complaint
Unanimous

City Attorney to
proceed with
11/2/83 Hearing.

Staff directed to
pursue the closing
of this business
immediately if at
all possible by
Councilman Lurie.

Appearances:
Larry Miller for
William Peccole
Sandy Durgin,
LVMPD

- 1131 C. Regional Transportation Commission Cooperative
Agreement No. 110 which covers the installation
costs expended for a temporary traffic signal
at the intersection of Decatur Boulevard and
Spring Mountain Road.

Lurie -
APPROVED Items C,
D, E, F, G, H, I &
J.
Unanimous

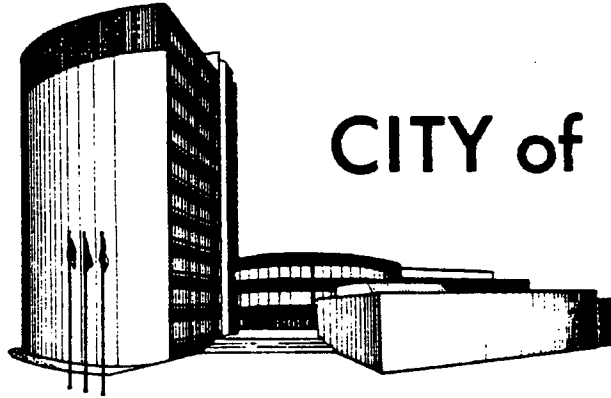
Staff to proceed

- D. Regional Transportation Commission Cooperative
Agreement No. 111 which covers the actual
construction costs expended on Nellis
Boulevard between Boulder Highway and Las
Vegas Boulevard

APPROVED
See Item C Above

Staff to proceed

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

0155

September 26, 1983

Mr. Robert N. Howard
1525 East Fremont, Apt. 132
Las Vegas, Nevada 89101

Dear Mr. Howard:

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, October 5, 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
City Clerk

BY: LINDA M. OWENS
Deputy City Clerk

cc: City Attorney
Metropolitan Police Dept. - SIB



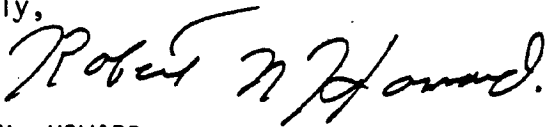
September 26, 1983

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,

A handwritten signature in cursive script that reads "Robert N. Howard".

ROBERT N. HOWARD
1525 East Fremont, Apt. 132
Las Vegas, Nevada 89101

(384-5111)

AGENDA DOCUMENTATION

Date: October 3, 1983

TO:
The City Council

FROM: Val Steed *Val Steed*
Deputy City Attorney

SUBJECT:

Complaint for Disciplinary Action Against the License of James Perry,
dba Jim's AAA Beds For Rent

PURPOSE/BACKGROUND

Attached for your consideration is a proposed Complaint for Disciplinary Action against James Perry, dba Jim's AAA Beds for Rent, 222 N. 1st Street, Las Vegas, Nevada. In 1981, you approved a similar complaint, which sought disciplinary action against the licensee for allowing certain exit conditions to exist on his premises in violation of fire code requirements. At a show cause hearing on that complaint, no action was taken against Mr. Perry's license, but Mr. Perry was advised that any future violations would result in immediate disciplinary proceedings.

An investigation of the licensed premises in early September of 1983, revealed certain exit-related and other conditions which did not meet the requirements of the Fire Code and other applicable standards. Additionally, it is believed that the facility in question is not properly licensed or equipped to house and care for non-ambulatory persons who were found residing there. Finally, the licensee has not fulfilled his obligation under the City Code with respect to room taxes and room-tax records.

This Complaint is presented for your approval and a hearing thereon should be ordered.

FISCAL IMPACT

NONE

RECOMMENDATIONS

It is recommended that the City Council approve the Complaint for Disciplinary Action and order the Licensee, at a hearing before the Council, to show cause why disciplinary action against his license should not be taken.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

BEFORE THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, NEVADA

In the Matter of:

The Department of Business
Activity, on behalf of the
City of Las Vegas, Nevada,

Petitioner,

v.

JAMES PERRY, dba JIM'S AAA
BEDS FOR RENT,

Respondent.

COMPLAINT FOR DISCIPLINARY ACTION

Comes now the Petitioner, the Department of Business Activity of the City of Las Vegas, Nevada, and makes this Complaint for Disciplinary Action against the Respondent, James Perry, dba Jim's AAA Beds for Rent, as follows:

I.

1. From June, 1977, through the present, James Perry has been and is the owner and licensee of a business located at 222 North 1st Street, Las Vegas, Nevada, known as Jim's AAA Beds for Rent.

2. During said period of time, James Perry, dba Jim's AAA Beds for Rent (hereinafter "Respondent") has been and is in the business of renting out sleeping accommodations at said location.

3. At all times mentioned herein, Respondent was and is the holder of a license (#R08-059-6-15426), issued by Petitioner to conduct said business at said location.

4. As owner and licensee of said business, Respondent is subject to all terms and conditions of the general business licensing requirements of the City of Las Vegas.

5. Title 6, Chapter 2, of the Municipal Code of the City of Las Vegas, 1983 Edition, contains said general business licensing requirements.

1 6. Title 6, Chapter 88, of said Code provides the
2 manner in which sanctions may be imposed against licensees for
3 violations of said requirements.

4 7. Title 6, Chapter 2, Section 330 of the Municipal
5 Code provides that a licensee may be subject to disciplinary
6 action for good cause. Included as examples of good cause are
7 the following:

8 * * *

9 B. The licensee or any of its principals fails to
10 satisfy any qualification or requirement imposed by this
11 Code, or other local, State or Federal law or regulation per-
12 taining to the particular license or approval for suitability
13 sought or held;

14 * * *

15 D. The licensee or any of its principals is or has
16 engaged in a business, trade or profession without a valid
17 license, permit, approval for suitability or work card when
18 the applicant or holder knew that one was required or under
19 such circumstances that he reasonably should have known one
20 was required;

21 E. The licensee or any of its principals has been sub-
22 ject, in any jurisdiction, to disciplinary action of any kind
23 against a license, permit, approval for suitability or work
24 card to the extent that such disciplinary action reflects on
25 the qualification, acceptability or fitness of the licensee;

26 * * *

27 H. The licensed premises do not satisfy local, State
28 or Federal laws or regulations pertaining to the activity to
29 be actually engaged in;

30 I. The actual business activity constitutes a public
31 or private nuisance, or will be or is conducted in an
32 unlawful, illegal or improper manner;

1 J. The licensee or any of its principals lacks suf-
2 ficient financial, technical or educational ability or
3 experience to conduct or perform the activity for which the
4 license is sought;

5 K. The licensee or any of its principals violates any
6 condition imposed upon the license.

7 8. Title 6, Chapter 2, Section 360 of said Code
8 authorizes suspension, revocation and other forms of disciplinary
9 action against a licensee.

10 9. On February 18, 1981, a Complaint to Show Cause was
11 approved by the Board of Commissioners (now the City Council)
12 seeking disciplinary action against Respondent's license on the
13 basis of certain safety and fire code violations relating to exit
14 requirements.

15 10. At a show cause hearing on said Complaint, held on
16 March 18, 1981, said Board approved a motion not to proceed with
17 that Complaint, but Respondent was advised that any future safety
18 violations would result in immediate disciplinary proceedings
19 against his license.

20 11. On September 2, 1983, representatives of the
21 Department of Fire Services visited the premises at 222 North 1st
22 Street and discovered certain obstructions in a corridor of the
23 building.

24 12. Respondent caused or permitted such obstructions in
25 violation of Section 12.103 of the Uniform Fire Code, as adopted
26 by the City of Las Vegas.

27 13. On the same date, there were located on the prem-
28 ises oxygen bottles which did not have pressure relief valves and
29 were not properly secured.

30 14. Respondent caused or permitted said oxygen bottles
31 to be located in the building in such condition in violation of
32 NFPA Standard 56F, adopted as part of the Fire Code of the City

1 of Las Vegas.

2 15. On September 6, 1983, at least six elderly, non-am-
3 bulatory persons were found to be occupying the premises as resi-
4 dents, four of whom occupied an area of approximately 255 square
5 feet.

6 16. Respondent caused or permitted said condition to
7 exist in violation of Section 3301 of the Uniform Building Code,
8 1979 Edition; Appendix VI-C, Table 33-A of the Uniform Fire Code,
9 1982 Edition, as adopted by the City of Las Vegas; and Section
10 13-1.7 of the Life Safety Code.

11 17. On September 6, 1983, the building in question was
12 not equipped with a manually-operated fire alarm system or auto-
13 matic sprinklers.

14 18. Respondent caused or permitted said condition to
15 exist in violation of Sections 10.307 and 10.309, and Appendix
16 III-C, of the Uniform Fire Code, as adopted by the City of Las
17 Vegas; and Sections 13-3.4.2 and 13-3.5.1 of the Life Safety
18 Code.

19 19. On the same date, the windows in the building were
20 covered with heavy metal screens with no release mechanism on the
21 inside.

22 20. Respondent caused or permitted said condition to
23 exist in violation of Section 1204 of the Uniform Building Code,
24 as adopted by the City of Las Vegas.

25 21. The existence of the above-cited conditions consti-
26 tutes a violation of a condition imposed on Respondent's license
27 by the then Board of Commissioners in March, 1981.

28 II.

29 22. On September 6, 1983, several persons who were
30 residing at AAA Beds for Rent were observed to be non-ambulatory
31 and in need of care. Upon information and belief, a number of
32 the residents had previously resided at a group care facility

1 operated by James Perry, had moved to AAA Beds after Mr. Perry
2 relinquished his state license to provide care for the elderly at
3 the other location, and were continuing to receive the same type
4 of care at AAA Beds.

5 23. Respondent does not have a license to provide care
6 to non-ambulatory persons, in violation of Title 6 of the
7 Municipal Code and State licensing requirements.

8 III.

9 24. Reports have been made by certain agencies con-
10 cerning allegations of abuse and neglect of elderly persons who
11 were residing at AAA Beds for Rent on September 6, 1983.
12 Pursuant to NRS 200.5091 et seq., information relating to those
13 reports is declared to be confidential and is not available at
14 this time.

15 IV.

16 25. Title 4, Chapter 20, and Title 6, Chapter 46, of
17 the Municipal Code require the licensee of an establishment which
18 provides rooms or temporary accommodations to pay certain room
19 taxes and to maintain and make available to the City of Las Vegas
20 adequate records relating to accommodation rentals.

21 26. In violation of said provisions, Respondent has
22 failed to pay certain taxes and to maintain and supply the
23 required records.

24 27. Respondent currently owes \$5,064.30 plus interest
25 and penalties for the period of January through December 1981,
26 and additional amounts for 1982 and 1983.

27 V.

28 28. The acts and omissions of Respondent as set forth
29 herein constitute good cause for disciplinary action against
30 Respondent's license.

31 29. It has been necessary for Petitioner to devote the
32 attention of its attorneys to this matter.

1 WHEREFORE, Petitioner respectfully requests the City
2 Council as follows:

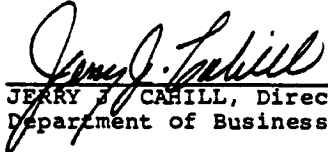
3 1. To approve this Complaint and to order Respondent,
4 at a hearing before the Council or before a Hearing Examiner, to
5 show cause why disciplinary action should not be taken against
6 his license.

7 2. Following said hearing, to suspend or revoke said
8 license and take such other disciplinary action as may be
9 appropriate.

10 3. To award the City of Las Vegas the costs incurred
11 and to be incurred herein, together with reasonable attorney's
12 fees.

13 4. To grant such other relief as the Council deems
14 proper.

15 DATED this 3 day of October, 1983.

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17 
18 JERRY J. CAHILL, Director
19 Department of Business Activity
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AGENDA DOCUMENTATION

0164

Date: Oct. 3, 1983

TO: The City Council

FROM: *James L. Gilvin*
CITY ATTORNEY

SUBJECT: Regional Transportation Commission Cooperative Agreement No. 110 --
Temporary Signal at Decatur Boulevard and Spring Mountain Road

PURPOSE/BACKGROUND

Regional Transportation Commission Cooperative Agreement No. 110 provides for the installation by the Regional Transportation Commission of a temporary signal at the intersection of Decatur Boulevard at Spring Mountain Road. This installation has been completed at a cost to the Regional Transportation Commission of \$2,200.00, and the Cooperative Agreement which is before you merely recites this fact.

Since the City of Las Vegas was not involved with this project, the only action which is required of it by this Agreement is its approval thereof as a participating member of the Regional Transportation Commission.

The permanent installation will be completed with funding by the Nevada Department of Transportation.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Cooperative Agreement No. 110 be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-C

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision of the State of Nevada hereinafter referred to as "THE COUNTY," and the City of North Las Vegas, a municipal corporation, the City of Las Vegas, a municipal corporation, and the City of Henderson, a municipal corporation.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to construct a traffic control device at the intersection of Decatur Boulevard and Spring Mountain Road, being located within the COUNTY, which said project consists of underground conduit, electrical supply systems, and traffic control apparatus was approved by the Regional Transportation Commission. This project also includes the replacement of all off-site improvements disturbed by the necessary reconstruction, with the exception of utilities; and

WHEREAS, reevaluation of priorities and recent financial conditions of the participating governmental agencies necessitate funding for the continuation of this project from sources other than the Regional Transportation Commission; and

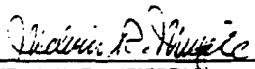
WHEREAS, termination of the Regional Transportation Commission participation in this project now require an accounting of expenditures.

W I T N E S S E T H

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The installation of a temporary traffic signal was approved by the Regional Transportation Commission and the COUNTY. Actual construction was by private contractor and the cost of construction was paid by the Regional Transportation Commission funds directly to the contractor. The total amount of construction for this project is \$2,200.00.

APPROVED AS TO LEGALITY AND FORM:



MELVIN R. WHIPPLE
Deputy District Attorney

CITY COUNCIL MINUTES - OCTOBER 5, 1983

Date of Commission Action:

September 6, 1983

CLARK COUNTY

By:

Thalia M. Dondero
THALIA DONDERO, Chairman

0166

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

October 3, 1983

CITY OF HENDERSON

By:

Leroy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy Vondenbrink
DOROTHY VONDENBRINK, City Clerk

Date of Council Action:

October 5, 1983

CITY OF NORTH LAS VEGAS

By:

James K. Seastrand
JAMES SEASTRAND, Mayor

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

October 5, 1983

CITY OF LAS VEGAS

By:

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Date: Oct. 4, 1983

0167

TO: The City Council

FROM: *[Signature]*
CITY ATTORNEYSUBJECT: Regional Transportation Commission Cooperative Agreement No. 111 --
Nellis Boulevard Between Boulder Highway and Las Vegas BoulevardPURPOSE/BACKGROUND

Regional Transportation Commission Cooperative Agreement No. 111 provides for the design and construction of roadway improvements in Nellis Boulevard between Boulder Highway and Las Vegas Boulevard. Since this project lies partially within the unincorporated area of Clark County and partially within the City of Las Vegas, it was agreed that it would be administered and paid for by Clark County, subject to reimbursement by the Regional Transportation Commission for the Regional Transportation's portion of the project.

The Regional Transportation Commission's portion of the project has now been completed, and Clark County has been reimbursed by the Regional Transportation Commission therefor as follows: \$459,701.02 for engineering and design, field staking, construction inspection and testing, \$126,729.99 in construction costs, \$77,251.67 for a right-of-way acquisition and \$123,392.99 in right-of-way acquisition expenses. The Cooperative Agreement which is before you merely recites these facts.

Since the City of Las Vegas has not been involved in this project, the only action required of it by this Agreement is its approval thereof as a participating member of the Regional Transportation Commission. The project is being completed with Clark County bond issue funds.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Cooperative Agreement No. 111 be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-D

CITY COUNCIL MINUTES - OCTOBER 5, 1983

111

0168

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Las Vegas, a municipal corporation hereinafter called "THE CITY," the City of North Las Vegas, a municipal corporation, and the City of Henderson, a municipal corporation.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to construct Nellis Boulevard between Boulder Highway and Las Vegas Boulevard, being located partially within the COUNTY and partially within the CITY has been approved by the Regional Transportation Commission, which said improvement consists of excavation, base courses, asphaltic concrete paving, traffic control devices, drainage structures to protect the construction and to provide four travel lanes. This project also to include the replacement of all off-site improvements disturbed by necessary reconstruction, with the exception of utilities; and

WHEREAS, reevaluation of priorities and recent financial conditions of the participating governmental agencies necessitate funding for the continuation of this project from sources other than the Regional Transportation Commission; and

WHEREAS, termination of the Regional Transportation Commission participation in this project now require an accounting of expenditures.

W I T N E S S E T H

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. All engineering and design and all field staking together with construction inspection including all necessary testing to ensure compliance with specifications for the Regional Transportation Commission's participation in this project has been completed by the COUNTY and reimbursed by the Regional Transportation Commission at a total cost of \$459,701.02.
2. The contract for this project has been let by the COUNTY after duly advertising for bids in accordance with law. The award of the contract was made only after the approval of the Regional Transportation Commission and the COUNTY. Actual construction of this project was by private contractor

V, D.

and the cost of construction was paid by the Regional Transportation Commission funds directly to the contractor upon finishing of estimates prepared by the COUNTY. The amount of construction cost for the Regional Transportation Commission's portion of this project totalled \$126,729.99.

3. The right-of-way purchased for this project was reimbursed by the Regional Transportation Commission in the total amount of \$77,251.67.

All expenses encountered in the purchase of this right-of-way, including legal description, drawings, title search and acquisition have been reimbursed by the Regional Transportation Commission in the total amount of \$123,392.99.

APPROVED AS TO LEGALITY AND FORM:

Helvin R. Whipple
HELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

September 6, 1983

CLARK COUNTY

By: Thalia W. Dondero
THALIA DONDERO, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

October 3, 1983

CITY OF HENDERSON

By: Leroy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy Vondenbrink
DOROTHY VONDENBRINK, City Clerk

Date of Council Action:

October 5, 1983

CITY OF NORTH LAS VEGAS

By: James Seastrand
JAMES SEASTRAND, Mayor

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

October 5, 1983

CITY OF LAS VEGAS

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

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

AGENDA*City of Las Vegas*

0170

CITY COUNCIL

Page 23

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

October 5, 1983

PHONE 386-6011

ITEM

Council Action

Department Action

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

1131

E. Regional Transportation Commission Cooperative Agreement No. 112 which covers the actual construction costs expended on Pecos Road between Las Vegas Boulevard and Owens Avenue

Lurie -
APPROVED Items C
thru J.
Unanimous

Staff to proceed

F. Regional Transportation Commission Cooperative Agreement No. 113 which covers the actual construction costs expended on Pecos Road between Owens Avenue and Charleston Boulevard.

APPROVED
See Item E above

Staff to proceed

G. Regional Transportation Commission Supplemental Cooperative Agreement No. 35b which increases the allowable engineering expense for Stewart Avenue between 30th Street and Nellis Boulevard.

APPROVED
See Item E above

Staff to proceed

AGENDA DOCUMENTATION

Date: Oct. 3, 1983

0171

TO: The City Council

FROM: *James R. Quinn*
CITY ATTORNEY

SUBJECT: Regional Transportation Commission Cooperative Agreement No. 112 --
Pecos Road Between Las Vegas Boulevard and Owens Avenue

PURPOSE/BACKGROUND

Regional Transportation Commission Cooperative Agreement No. 112 provides for the design and construction of roadway improvements in Pecos Road between Las Vegas Boulevard and Owens Avenue. Since this project lies partially within the corporate boundaries of the City of North Las Vegas and partially in the unincorporated area of Clark County, it was agreed that it would be administered and paid for by the City of North Las Vegas, subject to reimbursement by the Regional Transportation Commission for the Regional Transportation Commission's portion of the project.

The Regional Transportation Commission's portion of the project has now been completed, and the City of North Las Vegas has been reimbursed by the Regional Transportation Commission therefor in the amount of \$170,367.12 for preliminary engineering and design and \$36,391.00 for right-of-way drawings and descriptions. The Cooperative Agreement which is before you merely recites these facts.

Since the City of Las Vegas is not involved in this project, the only action required of it by this agreement is its approval thereof as a participating member of the Regional Transportation Commission.

The project is being completed with Clark County bond issue funds.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Cooperative Agreement No. 112 be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-E

COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of North Las Vegas, a municipal corporation hereinafter called "THE CITY," the City of Las Vegas, a municipal corporation, and the City of Henderson, a municipal corporation.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to construct Pecos Road between Las Vegas Boulevard and Owens Avenue, being located partially within the COUNTY and partially within the CITY, has been approved by the Regional Transportation Commission, which said improvement consists of excavation, base courses, asphaltic concrete paving, traffic control devices, drainage structures to protect the construction and to provide four travel lanes. This project also includes the replacement of all off-site improvements disturbed by necessary reconstruction, with the exception of utilities; and

WHEREAS, reevaluation of priorities and recent financial conditions of the participating governmental agencies necessitate funding for the continuation of this project from sources other than the Regional Transportation Commission; and

WHEREAS, termination of the Regional Transportation Commission's participation in this project now require an accounting of expenditures.

W I T N E S S E T H

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The CITY has entered into an Agreement with a private consultant for the preliminary engineering and design for this project with the approval of the Regional Transportation Commission. The Regional Transportation Commission's participation in the engineering and design has been completed and reimbursed in the total amount of \$170,367.12.
2. All right-of-way expenses incurred for drawings and descriptions have been completed and reimbursed by the Regional Transportation Commission in the total amount of \$36,391.00.

0173

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

September 6, 1983

CLARK COUNTY

By: Thalia M. Dondero
THALIA DONDERO, Chairman

ATTEST:

Loretta Sowan
LORETTA SOWMAN, County Clerk

Date of Council Action:

October 3, 1983

CITY OF BENDERSON

By: Leroy Zirk
LEROY ZIRK, Mayor

ATTEST:

Dorothy Wendenbrink
DOROTHY WONDENBRINK, City Clerk

Date of Council Action:

October 5, 1983

CITY OF NORTH LAS VEGAS

By: James K. Seastrand
JAMES SEASTRAND, Mayor

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

October 5, 1983

CITY OF LAS VEGAS

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

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

AGENDA DOCUMENTATION

Date: Oct. 3, 1983

0174

TO: The City Council

FROM: *Shirley P. Quinn*
CITY ATTORNEY

SUBJECT: Regional Transportation Commission Cooperative Agreement No. 113 --
Pecos Road Between Owens Avenue and Charleston Boulevard

PURPOSE/BACKGROUND

Regional Transportation Commission Cooperative Agreement No. 113 provides for the design and construction of roadway improvements in Pecos Road between Owens Avenue and Charleston Boulevard. Since this project lies wholly within the corporate boundaries of the City of Las Vegas, it was agreed that it would be administered and paid for entirely by the City, subject to reimbursement by the Regional Transportation Commission for the Regional Transportation Commission's portion of the project.

The Regional Transportation Commission's portion of the project has now been completed, and the City has been reimbursed by the Regional Transportation Commission therefor in the amount of \$2,266.75 for preliminary engineering services and \$9,306.24 for right-of-way drawings and descriptions. The Cooperative Agreement which is before you merely recites these facts.

The project is being completed with Clark County bond issue funds.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Cooperative Agreement No. 113 be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-F

COOPERATIVE AGREEMENT

0175

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Las Vegas, a municipal corporation hereinafter called "THE CITY," the City of North Las Vegas, a municipal corporation, and the City of Henderson, a municipal corporation.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to construct Pecos Road between Owens Avenue and Charleston Boulevard, being located within the CITY, has been approved by the Regional Transportation Commission, which said improvement consists of excavation, base courses, asphaltic concrete paving, traffic control devices, drainage structures to protect the construction and to provide four travel lanes. This project also to include the replacement of all off-site improvements disturbed by necessary reconstruction, with the exception of utilities; and

WHEREAS, reevaluation of priorities and recent financial conditions of the participating governmental agencies necessitate funding for the continuation of this project from sources other than the Regional Transportation Commission; and

WHEREAS, termination of the Regional Transportation Commission's participation in this project now require an accounting of expenditures.

W I T N E S S E T H

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The cost for preliminary engineering services has been reimbursed to the CITY by the Regional Transportation Commission in the total amount of \$2,266.75.
2. All costs for right-of-way drawings and descriptions have been reimbursed to the CITY by the Regional Transportation Commission in the total amount of \$9,306.24.

The actual cost of acquisition of right-of-way was not provided with Regional Transportation Commission funds.

COOPERATIVE AGREEMENT

0176

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Las Vegas, a municipal corporation hereinafter called "THE CITY," the City of North Las Vegas, a municipal corporation, and the City of Henderson, a municipal corporation.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to construct Pecos Road between Owens Avenue and Charleston Boulevard, being located within the CITY, has been approved by the Regional Transportation Commission, which said improvement consists of excavation, base courses, asphaltic concrete paving, traffic control devices, drainage structures to protect the construction and to provide four travel lanes. This project also to include the replacement of all off-site improvements disturbed by necessary reconstruction, with the exception of utilities; and

WHEREAS, reevaluation of priorities and recent financial conditions of the participating governmental agencies necessitate funding for the continuation of this project from sources other than the Regional Transportation Commission; and

WHEREAS, termination of the Regional Transportation Commission's participation in this project now require an accounting of expenditures.

W I T N E S S E T H

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The cost for preliminary engineering services has been reimbursed to the CITY by the Regional Transportation Commission in the total amount of \$2,266.75.
2. All costs for right-of-way drawings and descriptions have been reimbursed to the CITY by the Regional Transportation Commission in the total amount of \$9,306.24.

The actual cost of acquisition of right-of-way was not provided with Regional Transportation Commission funds.

CITY COUNCIL MINUTES - OCTOBER 5, 1983

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

0177

Date of Commission Action:

September 6, 1983

CLARK COUNTY

Thalia W. Dondero
By: THALIA DONDERO, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

October 3, 1983

CITY OF HENDERSON

Leroy Zike
By: LEROY ZIKE, Mayor

ATTEST:

Dorothy Vandenbrink
DOROTHY VANDENBRINK, City Clerk

Date of Council Action:

October 5, 1983

CITY OF NORTH LAS VEGAS

James K. Seastrand
By: JAMES SEASTRAND, Mayor

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

October 5, 1983

CITY OF LAS VEGAS

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

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

City of Las Vegas

0178

AGENDA DOCUMENTATION

Date: Oct. 4, 1983

TO: The City Council

FROM: *George A. Quinn*
CITY ATTORNEYSUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement
No. 35B -- Stewart Avenue Between 30th Street and Nellis BoulevardPURPOSE/BACKGROUND

In July of 1971, the participating members of the Regional Transportation Commission approved and executed a Cooperative Agreement for the design and construction of road-way improvements in Stewart Avenue between 30th Street and Nellis Boulevard. Since the project lies wholly within the corporate boundaries of the City of Las Vegas, it was agreed that it would be administered and paid for by the City, subject to reimbursement by the Regional Transportation Commission. The original agreement was subsequently amended in August of 1975.

The original agreement required the City to provide all necessary surveys, soil testing and engineering to design the project, for which the Regional Transportation Commission would reimburse the City not to exceed 6% of the actual construction cost and also perform the field staking for the construction for a cost not to exceed 6% of the actual construction cost. The project has now been completed, and the Supplemental Cooperative Agreement before you provides for reimbursement to the City for all of this work in the fixed amount of \$307,969.39.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 35B be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-G

#35b

0179

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," the City of Las Vegas, a municipal corporation hereinafter called "THE CITY," the City of North Las Vegas, a municipal corporation, and the City of Henderson, a municipal corporation.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to improve Stewart Avenue between 30th Street and Nellis Boulevard, being located wholly within the CITY was approved by the Regional Transportation Commission, which said improvement consists of excavation, base courses, asphaltic concrete paving, curb and gutter, median islands, traffic signal systems, and drainage structures to protect the construction and to provide four travel lanes. This project also included the acquisition of the necessary right-of-way and the replacement of all off-site improvements, with the exception of utilities, disturbed by the necessary reconstruction; and

WHEREAS, pursuant thereto, during July, 1971, a Cooperative Agreement was entered into between the County of Clark and the City of Las Vegas, and during August, 1975, a Supplemental Cooperative Agreement was entered into between the County of Clark, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson; and

WHEREAS, completion of the project and final disbursement of funds by the Regional Transportation Commission now require an accounting of all expenditures for said project.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually understood and agreed as follows:

1. Section 1 of the Agreement shall be changed to read as follows:

1. The CITY shall provide all necessary surveys, soil testing, and engineering to design the project in accordance with the approved cross section and the standards adopted by the Regional Street and Highway

CITY COUNCIL MINUTES - OCTOBER 5, 1983

Commission, and field staking together with construction inspection including all necessary testing to ensure compliance with the specifications at a cost to the Regional Street and Highway Commission not to exceed \$256,856.35. This design shall meet with the approval of the Regional Street and Highway Commission and this approval shall show on the title sheet. During the preliminary design stage, the CITY must consult with Central Telephone Company, Nevada Power Company, Las Vegas Valley Water District, and South West Gas Corporation.

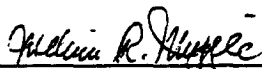
0180

The title sheet of both the plans and specifications shall show the funding agency as the Regional Street and Highway Commission of Clark County.

The CITY or the CITY's consultant shall also provide an investigation of the performance of the completed pavement and base course at a cost to the Regional Transportation Commission not to exceed \$51,113.04.

2. Section 7 of the Agreement shall be deleted in its entirety.

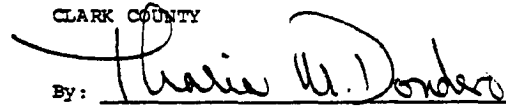
APPROVED AS TO LEGALITY AND FORM:


MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

September 6, 1983

CLARK COUNTY

By: 
THALIA DONDERO, Chairman

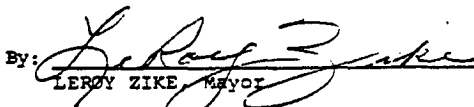
ATTEST:


LORETTA BOWMAN, County Clerk

Date of Council Action:

October 3, 1983

CITY OF HENDERSON

By: 
LEROY ZIKE, Mayor

ATTEST:


DOROTHY VONDENBRINK, City Clerk

CITY COUNCIL MINUTES - OCTOBER 5, 1983

0181

Date of Council Action:

October 5, 1983

CITY OF NORTH LAS VEGAS

By: James Seastrand
JAMES SEASTRAND, Mayor

ATTEST:

Esther J. Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

October 5, 1983

CITY OF LAS VEGAS

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

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

AGENDA

CITY COUNCIL MINUTES - OCTOBER 5, 1983

City of Las Vegas

0182

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

Page 24
October 5, 1983

PHONE 386-6011

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

1131 H. Regional Transportation Commission Supplemental Cooperative Agreement No. 49b which increases the allowable right-of-way acquisition expense on Washington Avenue between Main Street and Las Vegas Boulevard.

Lurie -
APPROVED Items C
thru J.
Unanimous

Staff to proceed

I. Regional Transportation Commission Supplemental Cooperative Agreement No. 57a which increases the allowable engineering expense on Burkholder Boulevard from U.S. 91 to Major Street and the allowable right-of-way acquisition expense for the same area.

APPROVED
See Item H Above

Staff to proceed

J. Regional Transportation Commission Supplemental Cooperative Agreement No. 102a which allows for construction of minor intersection improvements and provides additional funds for right-of-way acquisition, and extends the completion date from October 1, 1983 to April 1, 1984.

APPROVED
See Item H Above

Staff to proceed

AGENDA DOCUMENTATION

Date: Oct. 4, 1983

TO:
The City Council

FROM: *James P. Oline*
CITY ATTORNEY

SUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement
No. 49b -- Washington Avenue Between Main Street and Las Vegas
Boulevard

PURPOSE/BACKGROUND

In February of 1973, the participating members of the Regional Transportation Commission approved and executed a Cooperative Agreement for the design and construction of road-way improvements in Washington Avenue between Main Street and Las Vegas Boulevard. Since the project lies wholly within the corporate boundaries of the City of Las Vegas, it was agreed that it would be administered and paid for by the City, subject to reimbursement by the Regional Transportation Commission. The original agreement was subsequently amended in July of 1981.

The original agreement required the City to provide all right of way drawings and descriptions of the rights of way which were required for the project, at a cost not to exceed \$4,000.00, all appraisals of the required rights of way, at a cost not to exceed \$5,000.00, and to acquire all such rights of way, at a cost of not to exceed \$2,000.00 per parcel. The project has now been completed, and the Supplemental Cooperative Agreement before you provides for reimbursement to the City for all of this work in the fixed amount of \$38,169.33.

Your attention is invited to the interlineation in Section 3, page 2, of the supplemental agreement. The original of the supplemental agreement should not be executed until it has been changed to conform to this interlineation.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 49b, as amended in Section 3, page 2, thereof, be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-H

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Las Vegas, a municipal corporation hereinafter called "THE CITY," and the City of North Las Vegas, a municipal corporation, and the City of Henderson, a municipal corporation.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to construct Washington Avenue between Main Street and Las Vegas Boulevard, being located within the CITY, has been approved by the Regional Transportation Commission, which said improvement consists of excavation, base courses, median strips, asphaltic concrete paving, drainage structures to protect the construction and to provide four travel lanes. This project also to include the acquisition of the necessary right-of-way and the replacement of all off-site improvements disturbed by the necessary reconstruction, with the exception of utilities; and

WHEREAS, pursuant thereto, during February, 1973, a Cooperative Agreement and during July, 1981, a Supplemental Cooperative Agreement was entered into between the County of Clark, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson; and

WHEREAS, completion of the project and final disbursement of funds by the Regional Street and Highway Commission now require an accounting of all expenditures for said project.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually understood and agreed that:

1. Section 2 of the Agreement shall be changed to read as follows:
2. The CITY shall acquire the necessary right-of-way. The Regional Transportation Commission will reimburse the CITY the actual cost not to exceed the appraised value for each parcel acquired.

The appraisals shall be approved by the Regional Transportation Commission and the COUNTY before the acquisition of any rights-of-way.

CITY COUNCIL MINUTES - OCTOBER 5, 1983

In the event any right-of-way is obtained by eminent domain, the Regional Transportation Commission will reimburse the acquiring entity for the full amount of the award regardless of the amount of the appraised value.

0185

The title to this right-of-way shall be in the name of the CITY.

The expenses incurred by the CITY for the necessary right-of-way drawings and descriptions, necessary appraisals of the right-of-way required and the expenses for the acquisition of necessary right-of-way will be reimbursed by the Regional Transportation Commission in the total amount of \$38,169.33.

2. Section 3 of the Agreement shall be changed to read as follows:

3. This project shall include the cost of 1 (one) utility adjustment, reimbursable by the Regional Transportation Commission in the total amount of \$1,063.10.

3. The last sentence of Paragraph 2 ^{of section 4} of the Agreement shall be changed to read as follows:

In no event shall the total cost of construction exceed the sum of \$300,496.62.

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

September 6, 1983

CLARK COUNTY

By: Thalia W. Dondero
THALIA DONDERO, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

October 3, 1983

CITY OF HENDERSON

By: Leroy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy Vondenbrink
DOROTHY VONDENBRINK, City Clerk

CITY COUNCIL MINUTES, - OCTOBER 5, 1983

Date of Council Action:

October 5, 1983

CITY OF NORTH LAS VEGAS

By: James L. Seastrand
JAMES SEASTRAND, Mayor

0186

ATTEST:

Esther Sorden
ESTHER SORDEN, City Clerk

Date of Commission Action:

October 5, 1983

CITY OF LAS VEGAS

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

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Oct. 4, 1983

Date: _____

0187

TO: The City Council

FROM: *[Signature]*
CITY ATTORNEYSUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement
No. 57a -- Burkholder Boulevard Between U.S. Highway 91 and Major
StreetPURPOSE/BACKGROUND

In August of 1975, the participating members of the Regional Transportation Commission approved and executed a Cooperative Agreement for the design and construction of roadway improvements in Burkholder Boulevard between U.S. Highway 91 and Major Street. Since the project lies wholly within the corporate boundaries of the City of Henderson, it was agreed that it would be administered and paid for by that City, subject to reimbursement by the Regional Transportation Commission.

The original agreement required Henderson to provide all necessary surveys, soil testing and engineering to design the project, for which the Regional Transportation Commission would reimburse Henderson not to exceed 6% of the actual construction cost, perform the field staking for the construction for a cost not to exceed 6% of the actual construction cost, and to obtain all necessary rights of way, at a cost of not to exceed \$250.00, for right of way drawings and descriptions, \$250.00, for appraisals, and \$1,000.00 per parcel, for right of way acquisitions. The project is now completed, and the Supplemental Cooperative Agreement before you provides for reimbursement to Henderson for all the engineering and design work and field staking in the fixed amount of \$12,687.89 and for the right of way acquisition and acquisition expenses in the fixed amount of \$6,131.09.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 57a be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-I

SUPPLEMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT made and entered into by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY" the City of Henderson, a municipal corporation hereinafter called "THE CITY" the City of Las Vegas, a municipal corporation, and the City of North Las Vegas, a municipal corporation.

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a project thereunder to construct Burkholder Boulevard from U.S. 91 to Major Street, being located within the CITY, has been approved by the Regional Transportation Commission, which said improvements consists of excavation, base courses, asphaltic concrete paving, drainage structures to protect the construction and to provide two travel lanes. This project also to include the acquisition of the necessary right-of-way and the replacement of all off-site improvements disturbed by the necessary reconstruction, with the exception of utilities; and

WHEREAS, pursuant thereto, during August, 1975, a Cooperative Agreement was entered into between the County of Clark, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson; and

WHEREAS, completion of the project and final disbursement of funds by the Regional Street and Highway Commission now require an accounting of all expenditures for said project.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually understood and agreed that:

1. Section 1 of the Agreement shall be changed to read as follows:

1. All engineering and design and all field staking together with construction inspection including all necessary testing to ensure compliance with specifications for this project shall be completed by the "CITY" and reimbursed by the Regional Transportation Commission at a total cost of \$12,687.89.

2. Section 2 of the Agreement shall be changed to read as follows:

CITY COUNCIL MINUTES - OCTOBER 5, 1983

0189

2. The CITY shall acquire the necessary right-of-way. The Regional Transportation Commission will reimburse the CITY the actual cost not to exceed the appraised value of each parcel acquired.

The appraisals shall be approved by the Regional Transportation Commission and the COUNTY before the acquisition of any rights of way.

In the event any right-of-way is obtained by eminent domain, the Regional Transportation Commission will reimburse the acquiring entity for the full amount of the award regardless of the amount of the appraised value.

The title to this right-of-way shall be in the name of the CITY.

The expenses incurred by the CITY for the necessary right-of-way drawings and descriptions, necessary appraisals of the right-of-way required and the expenses for the acquisition of necessary right-of-way will be reimbursed by the Regional Transportation Commission in the total amount of \$6,131.09.

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

September 6, 1983

CLARK COUNTY

By:

Thalia M. Dondero
THALIA DONDERO, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

October 3, 1983

CITY OF HENDERSON

By:

LeRoy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy Wondenerink
DOROTHY WONDENERINK, City Clerk

CITY COUNCIL MINUTES - OCTOBER 5, 1983

Date of Council Action:

October 5, 1983

CITY OF NORTH LAS VEGAS

By: James K. Seastrand
JAMES SEASTRAND, Mayor

0190

ATTEST:

Esther V. Borden
ESTHER BORDEN, City Clerk

Date of Commission Action:

October 5, 1983

CITY OF LAS VEGAS

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

ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

City of Las Vegas

0191

AGENDA DOCUMENTATION

Date: Oct. 4, 1983

TO: The City Council

FROM: *George F. Quinn*
CITY ATTORNEYSUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement
No. 102a -- Traffic Control Devices -- Various County IntersectionsPURPOSE/BACKGROUND

In November of 1982, the participating members of the Regional Transportation Commission approved and executed a cooperative agreement for the installation of traffic control devices at the intersections of Decatur Boulevard and Edna Avenue, Flamingo Road and Spencer Street, Harmon Avenue and Sandhill Road, Lamb Boulevard and Wyoming Avenue and Desert Inn Road and Sandhill Road. Since these projects lie wholly within the unincorporated area of Clark County, it was agreed that they would be administered and paid for by the County, subject to reimbursement by the Regional Transportation Commission.

It has now been determined that it would be desirable to provide additional right turn lanes at the intersections of Flamingo Road and Spencer Street and Lamb Boulevard and Wyoming Avenue, and that additional rights of way must be acquired to provide those additional lanes. Also, the Nevada Department of Transportation has agreed to install the traffic control device at the intersection of Desert Inn Road and Sandhill Road.

The Supplemental Cooperative Agreement before you provides for the addition of those right turn lanes, increases the amount of reimbursement to which the County is entitled for rights of way acquisition expenses from \$1,000.00 to \$5,000.00 and for acquisition costs from \$8,000.00 to \$20,000.00. The supplemental agreement also deletes the traffic control device at the intersection of Desert Inn Road from the projects to be installed and extends the time for completion of the projects from October 1, 1983 to April 1, 1984. The increased property acquisition expenses and costs will be provided from the savings which are realized from the deletion of the signal at Desert Inn Road and Sandhill Road.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Regional Transportation Commission Supplemental Cooperative Agreement No. 102a be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas

Agenda Item

V-J

THIS AGREEMENT made and entered into on the 6th day of September, 1983, by and between the County of Clark, a political subdivision hereinafter called "THE COUNTY," and the City of Henderson, a municipal corporation, the City of North Las Vegas, a municipal corporation, and the City of Las Vegas, a municipal corporation.

WITNESSETH

WHEREAS, pursuant to Chapter 373 Nevada Revised Statutes, a project thereunder to purchase right-of-way and to design and construct roadway improvements to convert six (6) temporary traffic signals to permanent installations at the following intersections:

Decatur Boulevard and Edna Avenue

Flamingo Road and Spencer Street

Harmon Avenue and Sandhill Road

Lamb Boulevard and Wyoming Avenue

Desert Inn Road and Sandhill Road

being located wholly or partially within the County of Clark, has been approved by the Regional Transportation Commission; and

WHEREAS, pursuant thereto, on November 16, 1982, a Cooperative Agreement was entered into between the County of Clark, the City of Las Vegas, the City of North Las Vegas, and the City of Henderson; and

WHEREAS, reevaluation of the project and recent financial conditions of the participating governmental entities has shown that financial commitments of said entities to the project now require adjustment.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually understood and agreed as follows:

1. Subsections B, C and D of Section I of the agreement shall be changed to read:

"1B. FLAMINGO ROAD AND SPENCER STREET

The improvements proposed will consist of new underground conduit, cable, foundations, mast arm poles, traffic and pedestrian signal heads, vehicle and pedestrian detectors, right turn lane and an eight (8) phase controller. Interconnect conduit and cable exists. Additional right-of-way will be secured for right turn lane and signal equipment.

"IC. HARMON AVENUE AND SANDHILL ROAD

The improvements proposed will consist of new underground conduit, cable, foundations, mast arm poles, traffic and pedestrian signal heads, vehicle and pedestrian detectors and an eight (8) phase controller. Interconnect conduit and cable exists. Right-of-way will be dedicated by the Clark County School District to correct an existing encroachment by school improvements.

"ID. LAMB BOULEVARD AND WYOMING AVENUE

The improvements proposed will consist of new underground conduit, cable, foundation, mast arm poles, traffic and pedestrian signal heads, vehicle and pedestrian detectors, right turn lanes and an eight (8) phase controller. Conduit and cable will also be installed as part of this project to interconnect with the Lamb Boulevard and Charleston Boulevard intersection to integrate Lamb Boulevard and Wyoming Avenue and the Las Vegas Urban Area Traffic Control System. Additional right-of-way will be secured for right-turn lanes and signal equipment."

2. Sub-Section IE of the agreement shall be deleted in its entirety in accordance with the finding Clark County made pursuant to Section II - 6 of the agreement that the improvement of Desert Inn Road and Sandhill Road will be funded entirely by the Nevada Department of Transportation.

3. Paragraphs 2 & 3 of Section II of the agreement shall be changed ,to read:

"2. Preparation of right-of-way drawing, descriptions, reports of the right-of-way required, obtaining of appraisals, and right-of-way acquisition expenses will be reimbursed at a cost not to exceed \$5,000.

"3. The acquisition cost of the right-of-way will not exceed \$20,000."

4. Paragraph 11 of Section III of the agreement shall be changed to read:

"11. The PROJECT herein funded must be completed to the satisfaction of the "COMMISSION" prior to April 1, 1984. The "COMMISSION" may, at any time hereinafter, terminate this AGREEMENT and require the "ENTITY" to repay to the "COMMISSION" all sums advanced pursuant to this AGREEMENT."

APPROVED AS TO LEGALITY:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

September 6, 1983

CLARK COUNTY
Italia M. Dondero
ITALIA DONDERO, Chairman

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

October 3, 1983

CITY OF HENDERSON
Teroy Zike
TEROY ZIKE, Mayor

ATTEST:

Dorothy A. Vondendriek
DOROTHY VONDENDRIEK, City Clerk

Date of Council Action:

October 5, 1983

CITY OF NORTH LAS VEGAS
James Seastrand
JAMES SEASTRAND, Mayor

ATTEST:

Esther Borden
ESTHER BORDEN, City Clerk

CITY OF LAS VEGAS

Date of Commission Action:

October 5, 1983

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol A. Hawley
CAROL HAWLEY, City Clerk

AGENDA*City of Las Vegas*

October 5, 1983

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

Page 25

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

- 1132 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.

Committee: Councilmen Lurie and Christensen

First Publication: SUN - 9/21/83

Committee Recommendation: -

Adoption as per First Amendment at 10/5/83 City Council meeting.

- 1132 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.

Committee: Councilmen Lurie and Nolen

First Publication: SUN - 9/21/83

Committee Recommendation:

Adoption at 10/5/83 City Council meeting.

Lurie -
Second Reading and
Bill ADOPTED as
per First Amendment.
UnanimousClerk to proceed
with second
publication.Lurie -
Second Reading and
Bill ADOPTED.
Unanimous
(Christensen
excused)Clerk to proceed
with second
publication.

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

0196

AGENDA DOCUMENTATION

Date: _____

TO:
The City CouncilFROM: *Robert S. Symon*SUBJECT: Bill No. 83-48
Installation, Repair and Maintenance of SidewalksPURPOSE/BACKGROUND

Under the Las Vegas Municipal Code, 1960 Edition, a property owner was required to maintain any sidewalk which abutted their property if repairs were needed to the sidewalk. Moreover, if the construction of new sidewalk was needed at a particular location, the Director of Public Services was to notify the abutting property owner of the need for such an improvement. In the process of recodification, Title X, Chapter 29 of the prior code was inadvertently repealed, and thus is not part of the City's new code. To remedy this omission, the attached ordinance provides for the adoption of various regulations concerning the responsibility of abutting property owners for the repair and installation of sidewalks and the maintenance of the transition area between the curb or edge of pavement and adjacent property line.

FISCAL IMPACTRECOMMENDATIONS

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

AGENDA DOCUMENTATION

Date: August 25, 1983

0197

TO:
The City CouncilFROM:
STEPHEN G. JONES *Stephen G. Jones*
Deputy City Attorney

SUBJECT: Bill No. 83-49

Bill amends inspection requirements for new businesses prior to
issuance of a licensePURPOSE/BACKGROUND

Bill No. 83-49 eliminates the requirement that the Department of Building and Safety inspect the place of business before a business license may be issued. Since the Department of Building and Safety is responsible for the inspection of all new buildings through their construction and completion, a subsequent inspection by the Department of Building and Safety before a business license issues constitutes a wasteful duplication of previous efforts. The inspection by the Fire Prevention Division which is responsible for the continued safety of existing buildings will continue to be a requirement.

This Bill amends LVMC 6.02.070 by eliminating a reference to inspections for structural building requirements from the present ordinance thereby eliminating the inference that Building and Safety should inspect the premises before a business license is issued.

Ordinance 3050 (LVMC 6.24.090) is amended by eliminating the Department of Building and Safety from the list of departments that must approve the location and equipment of the facility before an application for a business license is approved.

Ordinance 3050 (LVMC 6.24.242) is amended to eliminate the requirement that the Building and Safety Department inspect and approve a facility at the time of its original business license application and leaves that function to the Department of Fire Services.

FISCAL IMPACT

NONE

RECOMMENDATIONS

This Bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

VI. B.

CITY COUNCIL MINUTES - OCTOBER 5, 1983
AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

0198

STATE OF NEVADA }
COUNTY OF CLARK } ss
CITY OF LAS VEGAS }

Laurie DeCunzio, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 12th day of September, 1983, at the hour of 8:45 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 am on Monday, September 19th, 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)

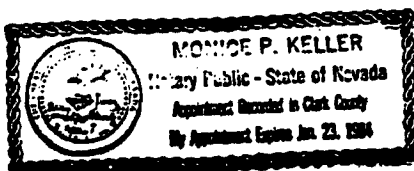
Laurie DeCunzio
SIGNATURE

City Clerk
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

12th day of September, 1983

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



AFFIDAVIT OF MAILING

0199

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA }
COUNTY OF CLARK } ss

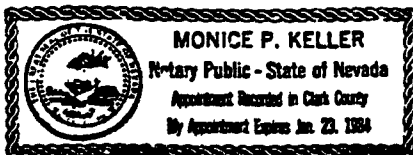
Laurie DeCunzio, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 9th day of September, 1983 a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 PM, on Monday September 19, 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

9th day of September, 1983

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.

My Commission expires: 1/23/84

September 7, 1983 0200

N O T I C E

The following Bills proposed for adoption by the City Council of the City of Las Vegas, Nevada, will be the subject of PUBLIC COMMENT before the respective Recommending Committees at the hour of 4:00 P.M., Monday, September 19, 1983, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- 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.

Committee: Councilmen Lurie and Christensen

- 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.

Committee: Councilmen Lurie and Nolen

- C. BILL NO. 83-50 - SPECIAL IMPROVEMENT DISTRICT NO. 433. STEP NO. 11-B, 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 BOULEVARD TO CAREY AVENUE. LOCATION: ALONG BOTH SIDES OF HIGHLAND DRIVE FROM CHARLESTON BOULEVARD TO CAREY AVENUE.

Committee: Councilmen Lurie and Christensen

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

INTER-OFFICE MEMORANDUM

0201

September 19, 1983

TO:

FILE

FROM:

Carol Ann Hawley
CAROL ANN HAWLEY, CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING -
SEPTEMBER 19, 1983

COPIES TO:

Agenda Blue Books for 9/21/83 City Council M
City Attorney's Office
Business Activity Department
Community Planning and Development Department
Building and Safety
Engineering Services
Metro
Fire Services

MEETING HELD:

Monday, September 19, 1983, City Manager's Conference
Room, 10th Floor, City Hall, Meeting began at 4:00 PM;
adjourned at 4:15 PM.

PRESENT:

Councilman Ron Lurie
Councilman Paul J. Christensen
Councilman Al Levy
Councilman Bob Nolen
Acting City Attorney Jan Stewart
Deputy City Manager Ashley Hall
Deputy City Manager Don Saylor
City Clerk Carol Ann Hawley
Gene Donovan, Director, Public Services
Dave Parks, Director, Office of Budget & Management
Jim Gist, Dept. of Public Services
Nancy Payan, Dept. of Public Services

- 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.

Committee: Councilman Lurie and Christensen

Acting City Attorney Jan Stewart introduced an Amendment to this Bill on Page 3, Lines 10-14 (whenever the property owner has failed to install a new sidewalk maintain or repair an existing sidewalk or maintain a transition strip as required by this Chapter, the Director of Public Services may notify the abutting property owners). No one spoke in opposition. Committee recommended adoption, as amended by the City Attorney, at the first meeting in October.

September 19, 1983
Recommending Committee Meeting
Page 2

0202

- 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.
Committee: Councilmen Lurie and Nolen

Deputy City Manager Saylor advised that this Bill is another example of many of the City trying to do away with duplicative and unnecessary requirements. The Committee recommended adoption without amendment at the first meeting in October.

- C. BILL NO. 83-50 - SPECIAL IMPROVEMENT DISTRICT NO. 443, STEP NO. 11-B, 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 BOULEVARD TO CAREY AVENUE. LOCATION: ALONG BOTH SIDES OF HIGHLAND DRIVE FROM CHARLESTON BOULEVARD TO CAREY AVENUE.
Committee: Councilmen Lurie and Christensen

Councilman Nolen advised that he had met with property owners from his ward whose rear property abutts the property between Washington and Owens who were in opposition to the installation of street lights on their side of subject property. Councilman Nolen stated that it was felt that adequate lighting could be provided by just having street lights on the commercial side. Jim Gist of the Public Services Dept. advised the Council members that it was possible there were other similar situations in the special improvement district; however, after discussion and consideration of the fact that property owners in those areas had not protested, it was decided by the Committee not to pursue any further changes. Acting City Attorney Stewart advised the ordinance had been introduced and already incorporated the deletion of street lights on the residential side of Washington and Owens and that no amendment was required. The Committee recommended adoption at the first meeting in October.

CH

AGENDA*City of Las Vegas*

October 5, 1983

Page 26

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

1135

- C. BILL NO. 83-50 - SPECIAL IMPROVEMENT DISTRICT NO. 433. STEP NO. 11-B, 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 BOULEVARD TO CAREY AVENUE. LOCATION: ALONG BOTH SIDES OF HIGHLAND DRIVE FROM CHARLESTON BOULEVARD TO CAREY AVENUE.

Committee: Councilmen Lurie and Christensen

First Publication: SUN - 9/21/83

Committee Recommendation:

Adoption at 10/5/83 City Council meeting.

Lurie -
Second Reading and
Bill ADOPTED.
Unanimous
(Christensen
excused)

Clerk to proceed
with second
publication.

The following Bills have received a recommendation as noted; however, no action may be taken at the 10/5/83 City Council meeting:

- D. BILL NO. 83-51 - AMENDS THE C-V DISTRICT ZONING REGULATIONS RELATING TO TEMPORARY USES AND ESTABLISHES FOR SAID DISTRICT ACCESSORY USES AND EXCLUDED USES.

Committee: Councilmen Lurie and Christensen

First Publication: None

Committee Recommendation:

That Bill be dropped. Clerk's instruction was not to publish at the present time.

Recommendation
Noted

10/19/83 Agenda

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

AGENDA DOCUMENTATION

Date: August 25, 1983TO:
The City CouncilFROM:
GEORGE F. OGILVIE
City AttorneySUBJECT: BILL NO. 83-50 ORDINANCE CREATING DISTRICT FOR SPECIAL
IMPROVEMENT DISTRICT NO. 433.PURPOSE/BACKGROUND

S.I.D. 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 Boulevard to Carey Avenue.

LOCATION

Along both sides of Highland Drive from Charleston Boulevard to Carey Avenue.

FISCAL IMPACTRECOMMENDATIONS

It is recommended that the City Council take the appropriate steps to adopt this Ordinance.

Agenda Item

VI. C.

AGENDA*City of Las Vegas*

October 5, 1983

Page 27

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- E. BILL NO. 83-52 - ANNEXATION NO. A-8-83(A).
PROPERTY LOCATED ON THE NORTHWEST CORNER OF
BUFFALO AND ALTA DRIVE. PETITIONED BY DONALD
DRAPER. ACREAGE IS APPROXIMATELY FIVE ACRES.
ZONED: R-E (COUNTY CLASSIFICATION) N-U
(CITY EQUIVALENT).

Committee: Councilmen Lurie and Christensen

First Publication: SUN - 10/7/83

Committee Recommendation:

Adoption at the October 19, 1983 Meeting.

Recommendation
Noted

10/19/83 Agenda

- F. BILL NO. 83-53 - ANNEXATION NO. A-7-83(A).
PROPERTY LOCATED NORTH OF VEGAS DRIVE, EAST
OF TORREY PINES DRIVE. PETITIONED BY MICHAEL
JAMES GAFFEY, ET AL. ACREAGE IS APPROXIMATELY
6.6 ACRES. ZONED: R-E (COUNTY CLASSIFICATION)
N-U (CITY EQUIVALENT).

Committee: Councilmen Lurie and Christensen

First Publication: SUN - 10/7/83

Committee Recommendation:

Adoption at the October 19, 1983 Meeting

Recommendation
Noted

10/19/83 Agenda

APPROVED AGENDA ITEM

Ashley Hall

AGENDA*City of Las Vegas*

October 5, 1983

Page 28

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

ITEM

Council Action

Department Action

VII. BOARDS AND COMMISSIONS**A. CHILD WELFARE BOARD
3-Year Term**

1. Sharon Schmitt - Term Expires
10/16/83

Lurie -
Motion to concur
in Mayor's appoint-
ment of Marlene
Kirschbaum for a
three-year term was
APPROVED Unanimously.
(Christensen excused)

Clerk to notify

**B. PLUMBERS EXAMINING BOARD
2-Year Term**

1. Russell W. Drobney - Term Expired
10/2/83
2. Edward P. Butera - Term Expired
10/2/83
3. Keith Larkin - Term Expired
10/2/83
4. C. T. Barnett - Term Expired
10/2/83
5. Paul Bitryk - Term Expired
10/2/83

Lurie -
Motion to concur in
Mayor's appointment
of Alan Walter,
3700 W. Charleston
Blvd, LV 89105 and
the reappointments
of Edward P. Butera,
Keith Larkin, C. T.
Barnett and Paul
Bitryk was APPROVED
Unanimously.
(Christensen excused)

Clerk to notify

APPROVED AGENDA ITEM

Ashley Hall

INTER-OFFICE MEMORANDUM

September 28, 1983

TO:

CITY COUNCIL

FROM:

Carol G. Harley
CITY CLERK

SUBJECT:

VACANCY ON CHILD WELFARE BOARD

COPIES TO:

AGENDA BACKUP INFORMATION

Sharon Schmitt's term on the Child Welfare Board expires on October 16, 1983. She has advised the Department of Business Activity that she will be unable to serve another term.

Councilman Al Levy has requested that I place before you for consideration his recommendation that Mrs. Marlene Kirshbaum be appointed to this vacancy.

CITY OF LAS VEGAS

Date

0208

INTER-OFFICE MEMORANDUM

September 21, 1983

TO:

Carol Ann Hawley
City Clerk

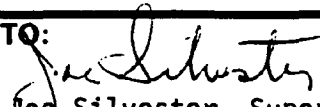
FROM:

Clay Hymer, Director
Building and Safety Department

SUBJECT:

Expiration of Terms
Plumbers Examining Board

COPIES TO:


Joe Silvester, Supervisor
of Mechanical & Plumbing
Inspections

In reference to your memorandum of September 9, 1983 regarding terms of office to expire for the above Board, the following appointments are recommended by this Department.

1. Russell W. Drobney
(did not wish to be re-
appointment)

Recommend the appointment
Alan Walter, 3700 W. Charleston
Blvd Las Vegas, Nevada 89105

2. Edward P. Butera

Recommend reappointment for
another term

3. Keith Larkin

Recommend reappointment for
another term

4. C. T. Barnett

Recommend reappointment for
another term

5. Paul Bitryk

Recommend reappointment for
another term

CH:1bc

Note: Alan Walter is with the Las Vegas Water District.

AGENDA*City of Las Vegas*

0209

October 5, 1983

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

Page 29

ITEM

Council Action

Department Action

VII. BOARDS AND COMMISSIONS (Continued)

C. TRAFFIC & PARKING COMMISSION
4-Year Term

1. Charles O. Glover - Term Expired
8/2/83

Lurie -
Motion to concur in
the Mayor's re-
appointments of
Charles O. Glover to
a new 4-year term
on Traffic & Parking
Commission and
Bonnie B. Juniel
for a new 5-year
term on Board of
Zoning Adjustment
was APPROVED
Unanimously.
(Christensen excused)

Clerk to notify

D. BOARD OF ZONING ADJUSTMENT
5-Year Term

1. Bonnie B. Juniel - Term Expires
10/6/83

See Item C Above

Clerk to notify

APPROVED AGENDA ITEM

Ashley Hall

CITY OF LAS VEGAS

Date

0210

INTER-OFFICE MEMORANDUM

September 23, 1983

TO:

Carol Ann Hawley
City Clerk

FROM:

Traffic Engineer 

SUBJECT:

Traffic & Parking Commission Member

COPIES TO:

The Traffic and Parking Commission appointment of Mr. Charles Glover expired August 2, 1983.

Mr. Glover has expressed to me that he would like to be reappointed to serve another four year term.

RTR/jb

CITY OF LAS VEGAS

Date

0211

INTER-OFFICE MEMORANDUM

September 28, 1983

TO:

CITY CLERK

FROM:

HAROLD P. FOSTER, DIRECTOR
DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

SUBJECT:

EXPIRING TERM - BOARD OF ZONING ADJUSTMENT

COPIES TO:

At the October 5, 1983 City Council meeting the expiring term of Bonnie Juniel on the Board of Zoning Adjustment will be considered. Contact has been made with Mrs. Juniel and she has indicated she would like to be considered for reappointment. She has served for approximately one year filling an unexpired term and her attendance has been excellent.

HFP:cme

AGENDA*City of Las Vegas*

0212

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

Page 30
 October 5, 1983

ITEM

Council Action

Department Action

VIII. NEW BILLS TO BE REFERRED TO A STUDY
 COMMITTEE OR RECOMMENDING COMMITTEE

A. Bill No. 83-54 -- Annexation No. A-9-83(A)

Property Located: Approximately 300' east
 of Rainbow Boulevard on
 Del Rey Avenue

Petitioned By: Carl E. Jonas

Acreage: Approximately 5.15 acres

Zoned: R-E under ROI to R-3
 (County classification)
 N-U under ROI to R-PD15
 (City equivalent)

Sponsored by: Councilman Ron Lurie

First Reading and
 Referred -
 Lurie & Christensen

10/17/83 Agenda
 of Recommending
 Committee

1138
 and
 1402

AGENDA*City of Las Vegas*

0213

October 5, 1983

Page 31

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

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS

1411

- A. PUBLIC HEARING on the improvements of a certain street and parts thereof and proposed assessments within the proposed Las Vegas, Nevada, SPECIAL IMPROVEMENT DISTRICT NO. 403.

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

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

Levy -
APPROVED motion directing staff to proceed with SID.
Unanimous

Staff to proceed

No one appeared in favor or in opposition.

Nancy Payan, Public Services, appeared.

APPROVED AGENDA ITEM

Ashley Hall

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

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.

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-4-

AGENDA*City of Las Vegas*

0218

October 5, 1983

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

Page 32

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Cont'd)

1413

- B. VAC-11-83 - Petition of Vacation submitted by the CALIFORNIA HOTEL AND CASINO to vacate the north-south alley in the block bounded by Main Street, Ogden Avenue, First Street and Stewart Avenue.

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 City Planning Commission, then approval will terminate and a new petition must be submitted.

Staff Recommendation: APPROVAL

PROTESTS: 0

Levy -
APPROVED Vacation
as recommended by
staff and Planning
Commission.
Unanimous

Staff to proceed

Chuck Ruthe
appeared on
behalf of
Petitioner

No protestants
appeared.

APPROVED AGENDA ITEM

Ashley Hall

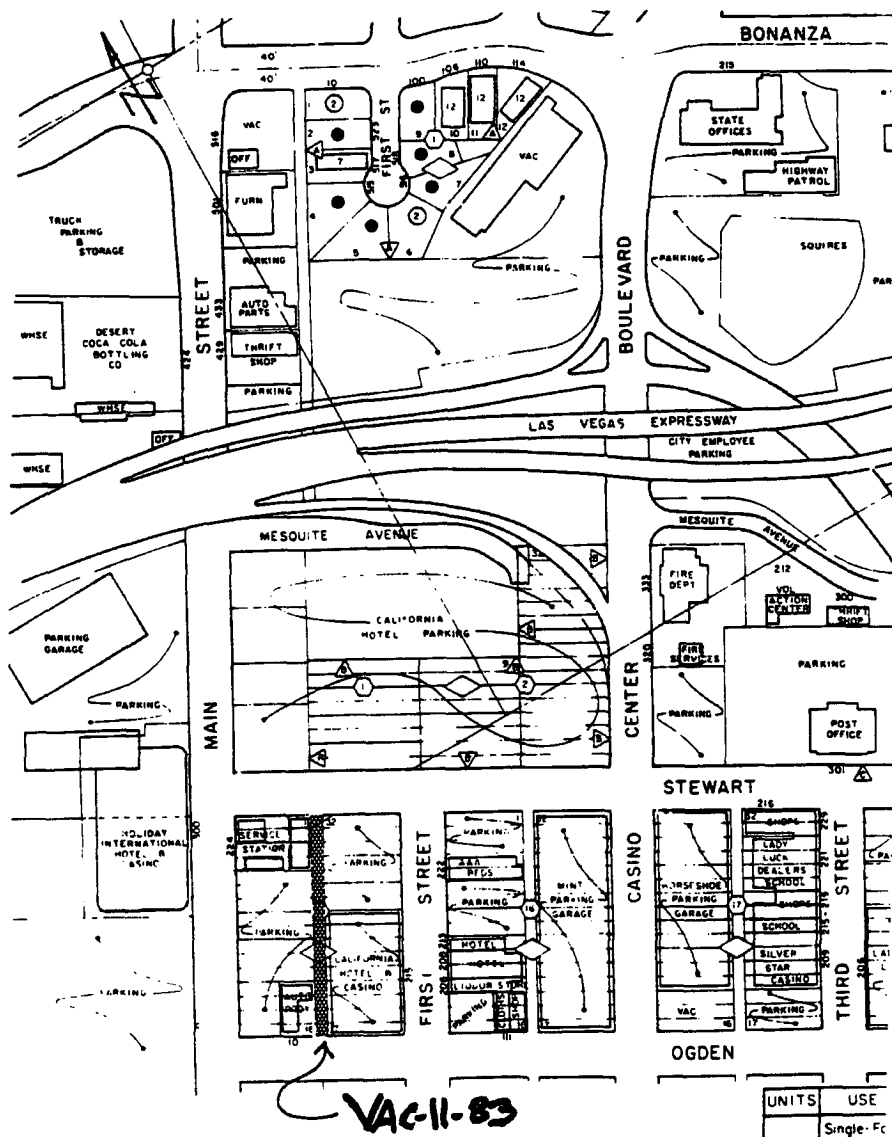
0219

IX.

The request is to vacate the north-south alley in this block to accommodate the proposed hotel and casino expansion for the California Hotel. There are utilities in the alley but they can be relocated subject to the requirements of the City and the various utility companies.

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:

The north-south alley in the block bounded by Main Street, Ogden Avenue, First Street and Stewart Avenue

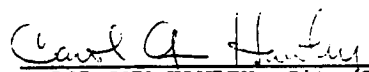
SUBJECT TO

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.
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 5th day of October, 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 21st day of September, 1983.


CAROL ANN HAWLEY, City Clerk

AGENDA*City of Las Vegas*

0221

October 5, 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 (Cont'd)

- 1414
to
1426
- C. (Abeyance Item from 6/1/83 City Council.)
V-11-83 - APPEAL filed by WILLIAM L.
McGIMSEY on behalf of CHARLES L. McGIMSEY
to the action of the Board of Zoning
Adjustment in approving the application
of WESTERN HOLDING CORPORATION for a
Variance as follows:

Parcel I - To allow a duplex where one
single-family dwelling is
permitted on property located
at 1151 South 15th Street in
Zoning District R-1 (Single-
Family Residence).

Parcel II- To allow a three-unit building
where one single-family dwell-
ing is permitted on property
located at 1147 South 15th
Street in Zoning District R-1
(Single-Family Residence).

Board of Zoning Adjustment recommends
APPROVAL by a 4-1 vote.

Staff Recommendation: DENIAL

PROTESTS: 114

Lurie -
DENIED Appeal
(allowing Variance).
Motion carried with
Levy voting "No."

Clerk to notify
and Planning to
proceed.

Atty. William
McGimsey appeared.

APPROVED AGENDA ITEM

Ashley Hall

To: The City Council
Re: Public Hearing Agenda Item
October 5, 1983 City Council Agenda

- C. ABEYANCE ITEM - V-11-83 - APPEAL FILED BY WILLIAM L. MCGIMSEY ON BEHALF OF CHARLES L. MCGIMSEY TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WESTERN HOLDING CORPORATION FOR A VARIANCE TO ALLOW A DUPLEX WHERE ONLY ONE SINGLE FAMILY DWELLING IS ALLOWED AT 1151 SOUTH 15TH STREET AND TO ALLOW A THREE-UNIT BUILDING WHERE ONLY ONE SINGLE FAMILY DWELLING IS ALLOWED AT 1147 SOUTH 15TH STREET IN ZONING DISTRICT R-1 (SINGLE FAMILY RESIDENCE)

This item was held in abeyance from your June 1, 1983 meeting for staff to determine if there were additional dwelling units on other properties in the general area. Staff conducted inspections in the general area bounded by Charleston Boulevard, 16th Street, Oakley Boulevard and Maryland Parkway. In this area only the R-1 properties were inspected and it was determined that approximately 12% or 46 properties contained additional units. Of the 46 properties, three contained 3 units and the other 43 had 2 units on each property. On this block where this variance is being requested, there are several properties which have additional units. City records indicate only one variance has been approved for a guesthouse in this area and apparently all the others have been converted illegally. Most of the subdivisions in this area date back to the 1940's and it is difficult to establish when these additional units were added.

This request involves an appeal item to the approval of this variance application by the BZA to allow a duplex on the property at 1151 South 15th Street where only one single family dwelling is allowed and to allow a three-unit building at 1147 South 15th Street where only one single family dwelling is allowed. According to Kalman Appel he purchased the property at 1151 South 15th Street in 1981 and the 1147 South 15th Street property in 1982. Mr. Appel stated these additional units existed on these properties at the time he purchased them and he has spent a substantial sum of money refurbishing them. He does not reside there but uses them as rentals.

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL - Because these units have existed on these properties for some time and there are other rentals in the area.

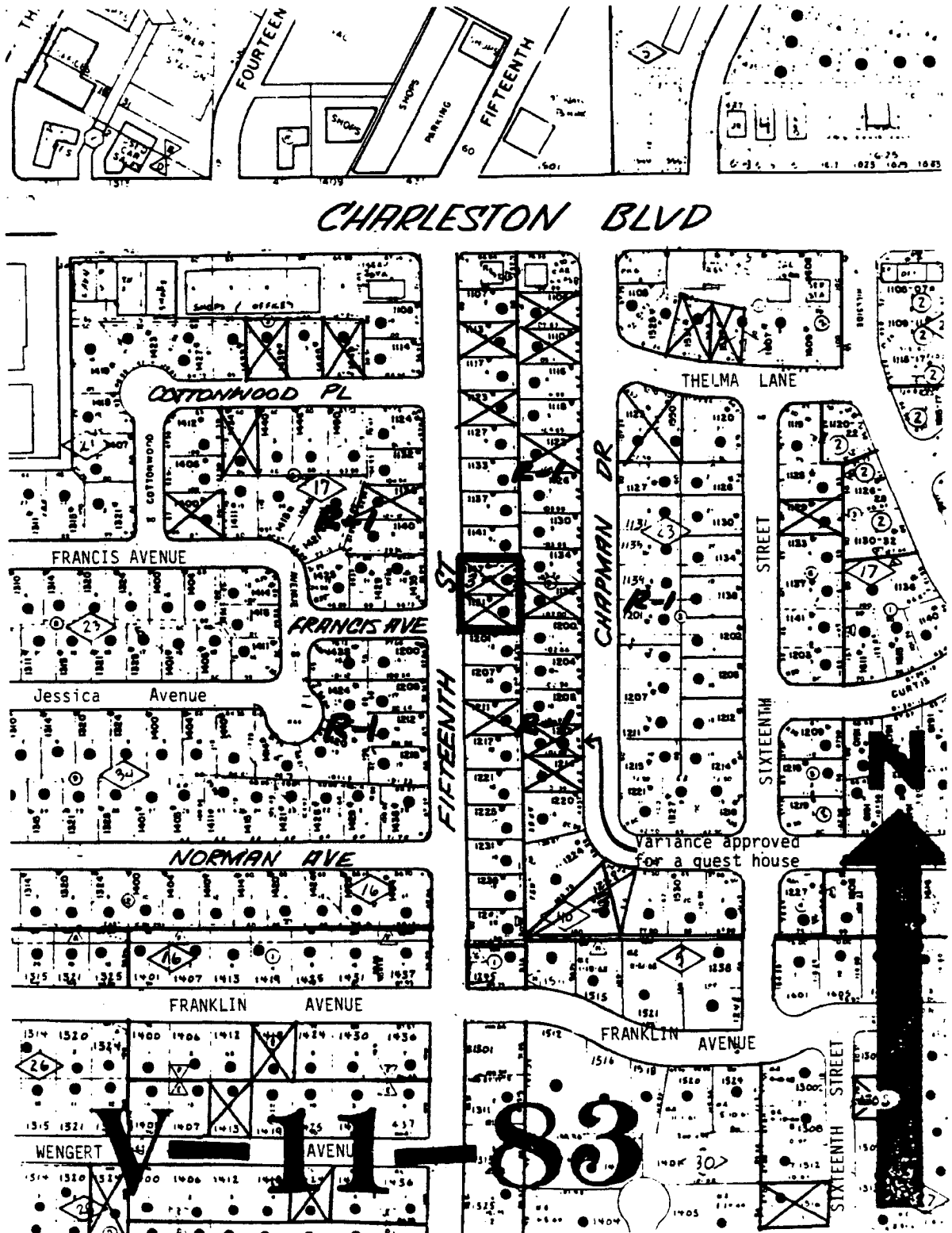
STAFF RECOMMENDATION: DENIAL - Insufficient justification for this variance.

PROTESTS: 114 - Petition with 112 signatures
1 Person spoke at June 1, 1983 City Council meeting
1 Letter

NOTE: There were petitions submitted in favor of this application containing approximately 110 signatures.

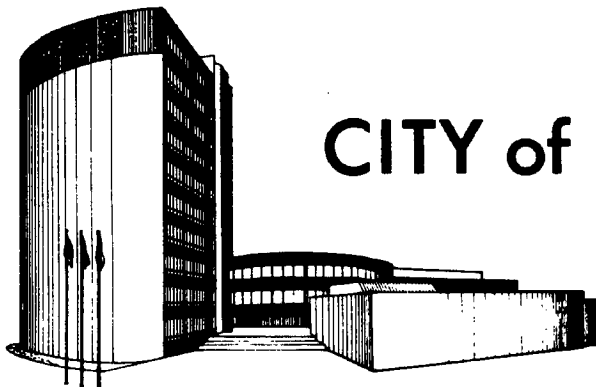
SEE ATTACHED LOCATION MAP

C. LOCATION MAP - V-11-83



⊗ = 2 units unless otherwise noted

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

NOTICE OF PUBLIC HEARING

OCTOBER 5, 1983

NOTICE IS HEREBY GIVEN that on Wednesday, October 5, 1983, at the hour of 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following:

V-11-83 APPEAL filed by WILLIAM L. MCGIMSEY on behalf of CHARLES L. MCGIMSEY to the action of the Board of Zoning Adjustment in approving the application of WESTERN HOLDING CORPORATION for a Variance as follows: Parcel I - To allow a duplex where one single-family dwelling is permitted on property located at 1151 South 15th Street in Zoning District R-1 (Single-Family Residence District). Parcel II - To allow a 3 unit building where one single-family dwelling is permitted on property located at 1147 South 15th Street in Zoning District R-1 (Single-Family Residence District). (Abeyance Item From 6/1/83 City Council Meeting)

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS FOLLOWS:

PARCEL I: LOT ELEVEN (11) IN BLOCK FOUR (4) OF
HUNTRIDGE SUBDIVISION NO. 3.

PARCEL II: LOT TEN (10) IN BLOCK FOUR (4) OF
HUNTRIDGE SUBDIVISION NO. 3.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meeting or, prior thereto, may file objections thereto or approval thereof with the City Clerk, 10th Floor, City Hall.

Carol Ann Hawley
CAROL ANN HAWLEY
CITY CLERK



AGENDA*City of Las Vegas*0225
October 5, 1983CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 34

ITEM

Council Action

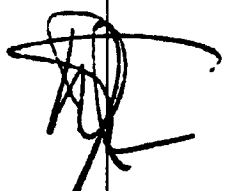
Department Action

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 of Las Vegas*

October 5, 1983 0226

Page 35

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)

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*

October 5, 1983 0227

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

Page 36

ITEM

Council Action

Department Action

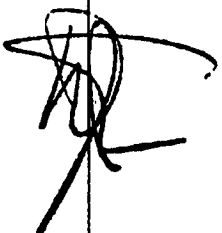
X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

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* October 5, 1983

0228

Page 37

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

ITEM Council Action Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)1427 A. TENTATIVE MAP #2 - LEWIS HOMES RAINBOW VISTA

Property generally located west of Jones Boulevard between Vegas Drive on the north and Washington Avenue on the south, N-U Zone (under Resolution of Intent to R-1 and R-CL).

Owner/Subdivider: Lewis Homes of Nevada
No. of Acres: 179.4 No. of Lots: 1,059

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the conditions of approval for Z-49-83.
2. No vehicular access to Torrey Pines Drive, Vegas Drive and Washington Avenue from the abutting lots.
3. If a wall is constructed on an exterior boundary street, the Conditions, Covenants and Restrictions 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.
4. The R-CL zoned lots to have a 16' minimum front yard setback.
5. A waiver be permitted for the length of the following cul-de-sac streets: Big Spring Circle; Canyon Creek Circle; Cerritos Circle; Holliston Circle; Marshfield Circle; Norwell Circle; and Windham Circle.
6. A waiver be permitted for the off-set distance between Torington Drive and Cactus Bloom Lane.

Staff Recommendation: APPROVAL

Lurie -
APPROVED as recommended by staff and Planning Commission.
Unanimous

Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
October 5, 1983 City Council Agenda

X.

A. TENTATIVE MAP #2 - LEWIS HOMES RAINBOW VISTA

The map is for the R-1 and R-CL portions of this large development that was recently rezoned. The map substantially conforms to the Subdivision Regulations and the approved zoning plan. There are some minor waivers requested on the length of the cul-de-sac streets and off-set distance between streets which are all acceptable.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA*City of Las Vegas*

October 5, 1983 0230

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)B. TENTATIVE MAP - NEW COUNTRY (UNITS 7-10)

Property generally located on the north side of Cheyenne Avenue, east of Jones Boulevard, R-1 Zone.

Owner: First Western Savings Assoc.

Subdivider: Stanton Construction

No. of Acres: 24.8 No. of Lots: 107

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. No vehicular access to Cheyenne Avenue from the abutting lots.
2. If a wall is constructed on an exterior boundary street, the Conditions, Covenants and Restrictions 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.
3. A vacation order to be recorded for the existing right-of-way of Miramar Drive between Maynard Avenue and Cheyenne Avenue.
4. A waiver be permitted for the length of Block 1.

Staff Recommendation: APPROVAL

Levy -
APPROVED as recommended by staff and Planning Commission.
Unanimous

Clerk. to notify and Planning to proceed.

APPROVED AGENDA ITEM

CITY COUNCIL MINUTES - OCTOBER 5, 1983

To: The City Council
Re: Community Planning and Development Agenda Item
October 5, 1983 City Council Agenda

X. 0231

B. TENTATIVE MAP - NEW COUNTRY (UNITS 7-10)

The map substantially conforms to the Subdivision Regulations for this proposed R-1 development. A waiver of the block length is requested.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA*City of Las Vegas*0232
October 5, 1983CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 39

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1429

C. ANNEXATION REPORT - A-10-83 - THOMAS BEAM,
ET AL

Report for annexation of property generally
located west of Lorenzi Boulevard between
Westcliff Drive and Washington Avenue,
containing approximately 922 acres.

Staff Recommendation: Adoption of Report

Lurie -
ADOPTED Report.
Unanimous

Planning to
proceed and
Clerk to notify

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - OCTOBER 5, 1983

0233

To: The City Council
Re: Community Planning and Development Agenda Item
October 5, 1983 City Council Agenda

X.

C. ANNEXATION REPORT - A-10-83 - THOMAS BEAM, ET AL

This is the required annexation report that must be adopted by the Council and then be on file in the City Clerk's office prior to the public hearing. The report indicates the City will provide services in this area on the same basis as in other parts of the City and any extension of utilities and installation of off-site improvements will be at the expense of the property owners within the annexation area.

STAFF RECOMMENDATION: ADOPTION OF THE REPORT

AGENDA*City of Las Vegas*

October 5, 1983

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

Page 40

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1429

D. C-V USE REVIEW - CV-2-80 - LAS VEGAS
CONVENTION AND VISITORS AUTHORITY

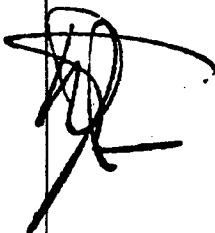
To allow the following types of events
at Cashman Field Center, 850 Las Vegas
Boulevard North, C-V Zone:

Merchandise Marts (not to include used
merchandise); Antique Shows; Craft
Festivals; Circuses/Carnivals; Bicycle
Races (non-motorized); Weightlifting
Contests; Musical Shows; Running
Marathons; Talent Shows and Contests;
Travel Shows; Athletic Events; Art
and Wine Expositions; Sports/RV Shows;
Automobile Shows; Films; and Festivals.

Staff Recommendation: APPROVAL

Levy -
APPROVED C-V Use
Review with the
exceptions that the
Merchandise Marts
and Antique Shows
be deleted.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM

CITY COUNCIL MINUTES - OCTOBER 5, 1983

0235

To: The City Council
Re: Community Planning and Development Agenda Item
October 5, 1983 City Council Agenda

X.

D. C-V USE REVIEW - CV-2-80 - LAS VEGAS CONVENTION AND VISITORS AUTHORITY

The request from the Convention and Visitors Authority is to authorize various types of events and activities to be allowed in the Cashman Field Complex. Many of the uses such as merchandise marts, antique shows, athletic events, carnivals, art shows and musical events will be by commercial entrepreneurs and the C-V Zone restricts them to a maximum six-month duration. This means the Convention Authority could not enter into agreements for activities to exceed six months, however, there is an ordinance amendment underway that will allow most of these uses to be extended for greater periods of time but excludes others. The Convention and Visitors Authority is requesting merchandise marts and antique shows to be allowed which are primarily retail sales. The ordinance amendment to the C-V zone that you will be considering in the future will prohibit the retail sale of goods and merchandise except as an incidental part of an activity such as souvenir items at athletic events or craft work at festivals. It is recommended that merchandise marts, antique shows and craft festivals be approved with the other uses, but they be subject to whatever limitations are adopted in the ordinance amendment that will be considered at your next meeting. Staff will be scrutinizing all uses as they are requested during the processing of the business license.

STAFF RECOMMENDATION: APPROVAL

NOTICE OF HEARING

OCTOBER 5, 1983

Notice is hereby given that on October 5, 1983 at 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following:

CV-2-80

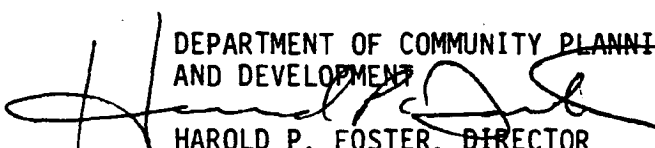
USE REVIEW

REQUEST OF LAS VEGAS CONVENTION AND VISITORS
AUTHORITY TO ALLOW THE FOLLOWING TYPES OF
EVENTS AT CASHMAN FIELD CENTER, 850 LAS VEGAS
BOULEVARD NORTH, C-V ZONE (CIVIC):

MERCHANDISE MARTS (NOT TO INCLUDE USED
MERCHANDISE); ANTIQUE SHOWS; CRAFT
FESTIVALS; CIRCUSES/CARNIVALS; BICYCLE
RACES (NON-MOTORIZED); WEIGHTLIFTING
CONTESTS; MUSICAL SHOWS; RUNNING MARATHONS;
TALENT SHOWS AND CONTESTS; TRAVEL SHOWS;
ATHLETIC EVENTS; ART AND WINE EXPOSITIONS;
SPORTS/RV SHOWS; AUTOMOBILE SHOWS; FILMS;
AND FESTIVALS.

Any and all interested persons may appear before the City Council either in person or by representative and object to or express approval of the proposed C-V Use Review; or may, prior to this hearing, file with the Department of Community Planning and Development, written objections thereto or approval thereof.

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT


HAROLD P. FOSTER, DIRECTOR

HPF:cme

AGENDA*City of Las Vegas*

October 5, 1983

0237

Page 41

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

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1432 E. ZONE CHANGE - Z-71-83 - SOUTHERN NEVADA
MEMORIAL HOSPITAL

Reclassification of property generally
located on the southeast corner of Hastings
Avenue and Tonopah Drive.

From: R-E (Residence Estates)

To: C-V (Civic)

Proposed Use: Parking

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Dedication of the radius corner at the
intersection of Tonopah Drive and Hastings
Avenue as required by the Department of
Engineering Services.
2. Install street lighting as required by
the Department of Engineering Services.

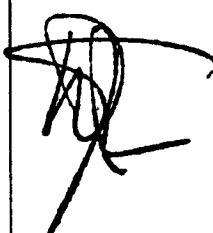
Staff Recommendation: APPROVAL

PROTESTS: 0

Levy -
APPROVED as recom-
mended by staff and
Planning Commission.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM



To: The City Council
 Re: Community Planning and Development Agenda Item
 October 5, 1983 City Council Agenda

X.

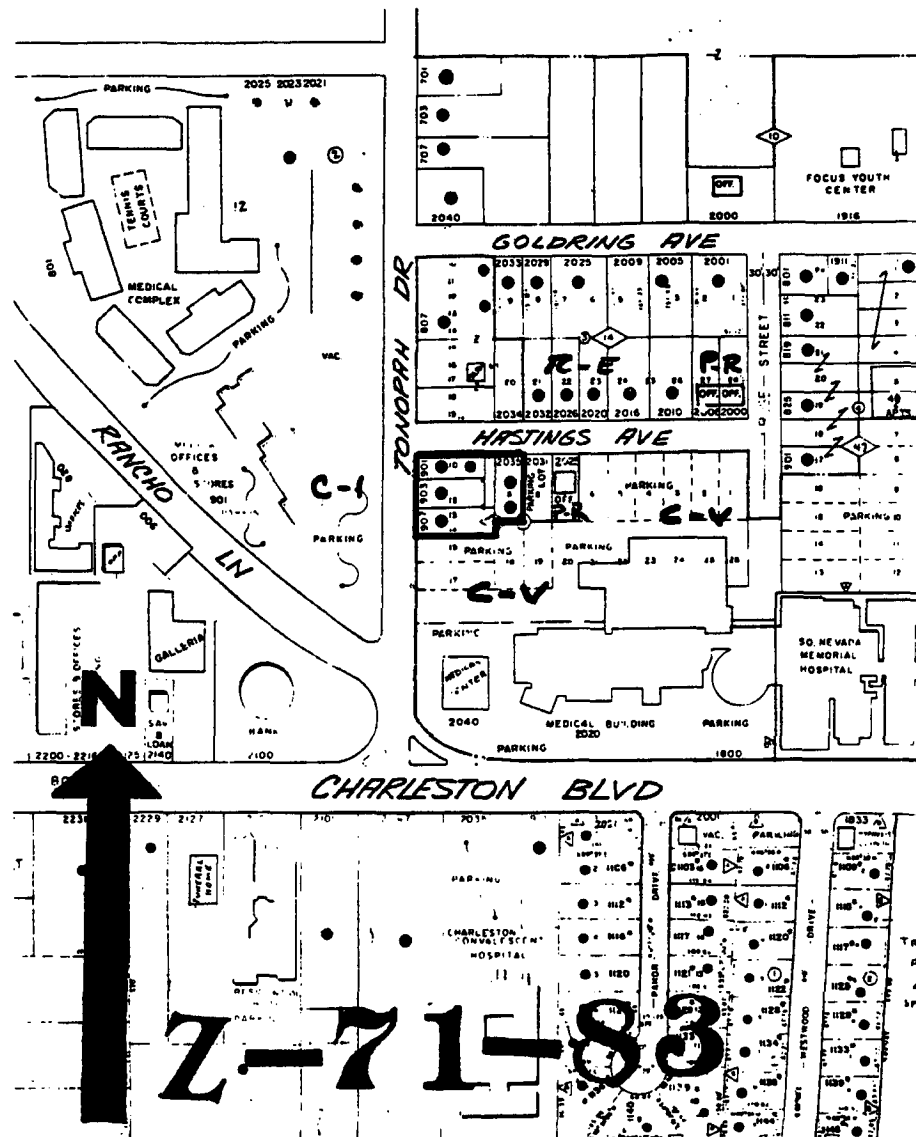
E. ZONE CHANGE - Z-71-83 - SOUTHERN NEVADA MEMORIAL HOSPITAL

The request by the Southern Nevada Memorial Hospital is to rezone the immediate southeast corner of Hastings and Tonopah from R-E to C-V to expand its parking lot. The request is in accordance with the Hospital's master plan and it is in accordance with the adopted Special Activity Center Plan for this area.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA

City of Las Vegas October 5, 1983 **0239**

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)

1432

F. ZONE CHANGE - Z-72-83 - HERBERT L. WALDMAN,
ET AL

Reclassification of property generally
located on the northeast corner of Bridger
Avenue and 7th Street.

From: R-4 (Apartment Residence)

To: C-2 (General Commercial)

Proposed Use; Offices and Title Company

Planning Commission unanimously recommends
APPROVAL, subject to the following condition:

1. Conformance to the plot plan and
elevations amended to extend the land-
scaping in front of the building in the
right-of-way as required by the Department
of Community Planning and Development.

Staff Recommendation: APPROVAL

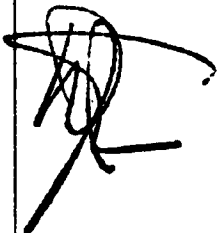
PROTESTS: 0

Levy -
APPROVED as recom-
mended by staff and
Planning Commission.

Clerk to notify
and Planning to
proceed.

Barry Stubbs
appeared on
behalf of
application.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - OCTOBER 5, 1983

0240

To: The City Council
Re: Community Planning and Development Agenda Item
October 5, 1983 City Council Agenda

X.

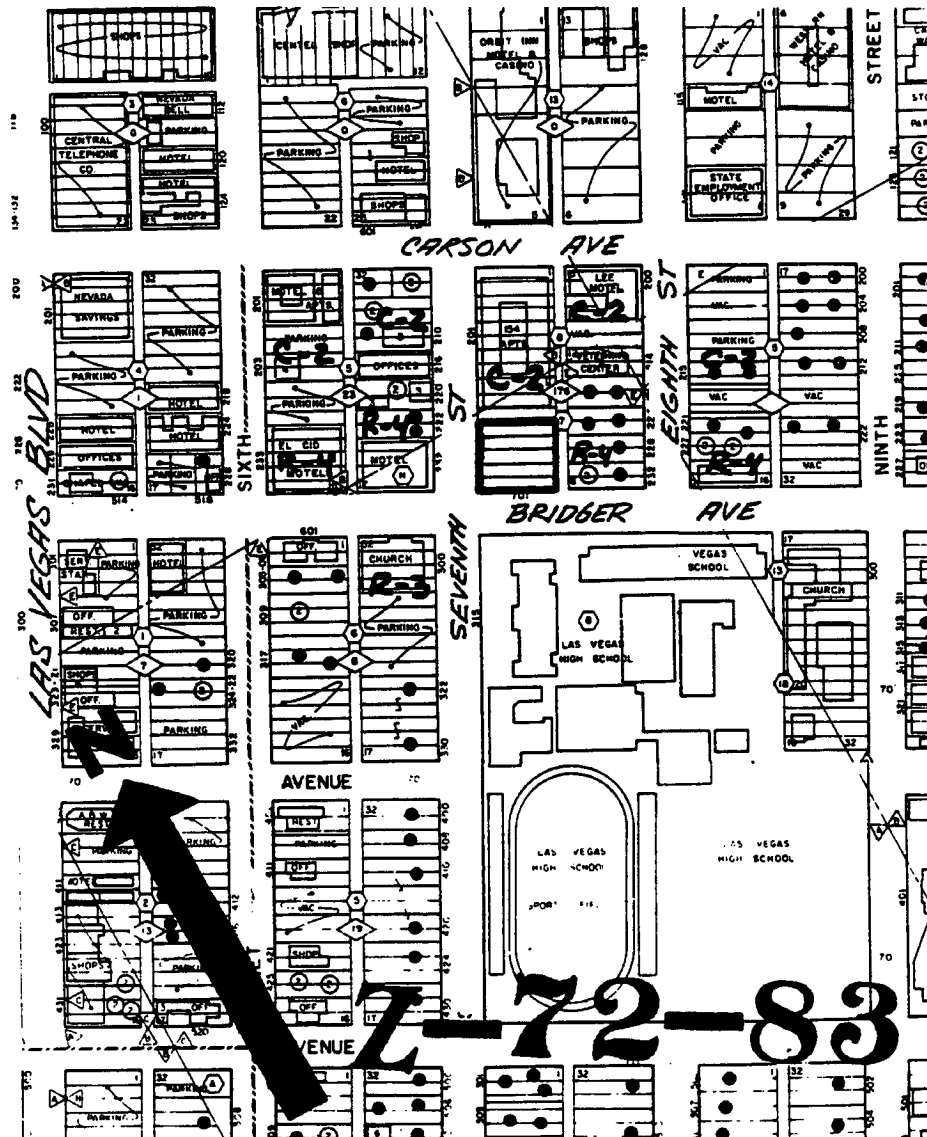
F. ZONE CHANGE - Z-72-83 - HERBERT L. WALDMAN, ET AL

The request is to rezone this property from R-4 to C-2 for a two-story office building that will be across from Vegas High School. The building will contain 13,000 square feet and will have the parking area on the ground floor with offices on the second level. Thirty-three (33) parking spaces are required and 35 will be provided. The building is attractively designed and there will be substantial landscaping along the street frontages. There is a C-2 zoning pattern evolving in this area.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA*City of Las Vegas*

October 5, 1983 0241

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)1432 G. ZONE CHANGE - Z-74-83 - JEROME AND DELORES
MOSLEY

Reclassification of property generally located on the northeast corner of Highland Avenue and Madison Avenue.

From: R-E (Residence Estates)

To: C-1 (Limited Commercial) and

R-1 (Single Family Residence)

Proposed Uses: Commercial and a Medium Low Density Detached Single Family Residence

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the plot plan and elevations amended to provide a 14' rear yard for the single family residence.
2. Approval of the variance for the R-1 lot area and rear yard setback.
3. The west 120' of the site shall be C-1 and the east 108.11' shall be R-1.
4. Recording of the Land Division Map.
5. Construction of a 6' block wall between the C-1 and R-1 portions.
6. Dedication of the required radii at Highland Drive and Madison Avenue and "N" Street and Madison Avenue as required by the Department of Engineering Services.
7. Install sidewalks and street lights on Madison Avenue and "N" Street as required by the Department of Engineering Services.
8. Provide separate sewer connections to the R-1 and C-1 sites as required by the Department of Building and Safety.

Staff Recommendation: APPROVAL - Amend the C-1 portion to P-R.

PROTESTS: 0

Levy - APPROVED as recommended by Planning Commission with the following conditions amended as follows
#1. Conformance to the plot plan and elevations amended to provide a 10 ft rear yard for the single-family residence, and
#7 Install sidewalks and street lights on C-1 portion only as required by Dept. of Engineering Services.
Unanimous

Clerk to notify and Planning to proceed.

Jerome Mosley appeared.

APPROVED AGENDA ITEM

To: The City Council
 Re: Community Planning and Development Agenda Item
 October 5, 1983 City Council Agenda

X.

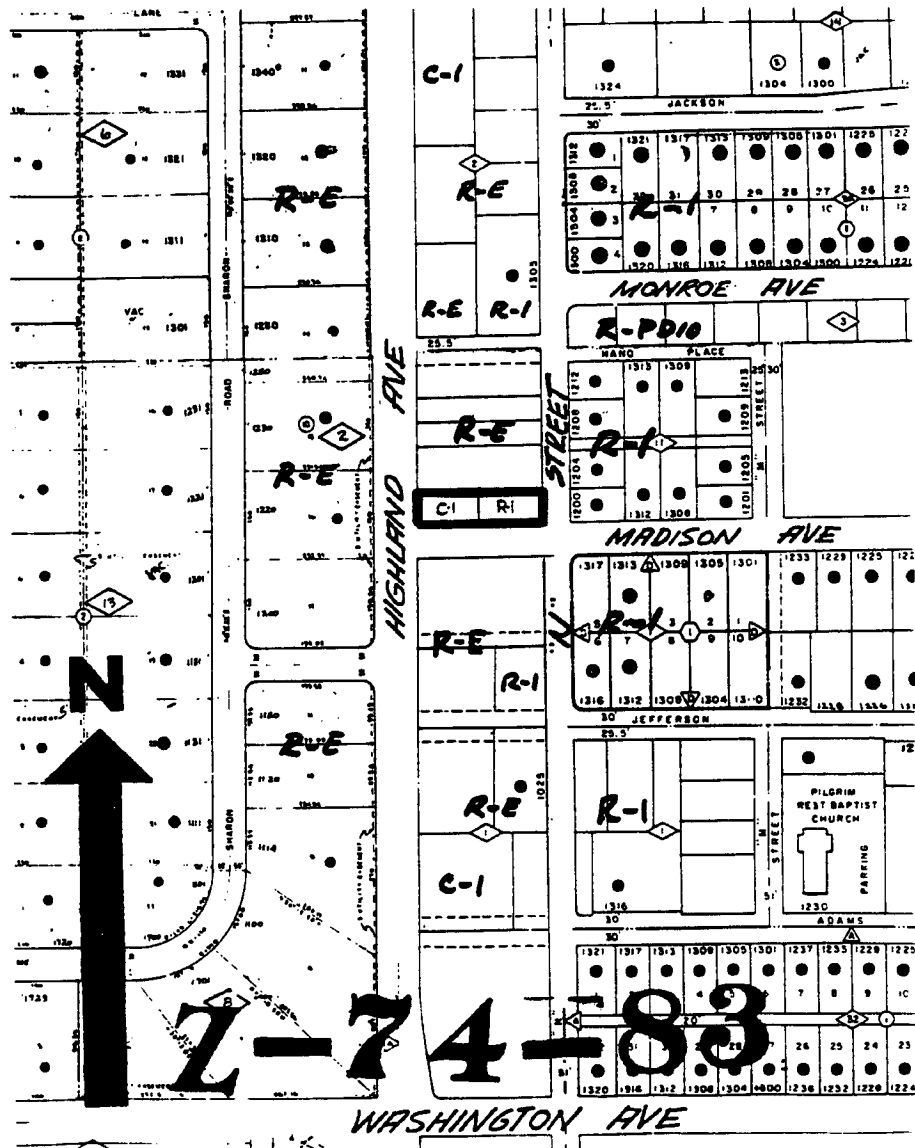
G. ZONE CHANGE - Z-74-83 - JEROME AND DELORES MOSLEY

The applicants are requesting this property be rezoned from R-E to R-1 and C-1 to allow the existing geodesic dome building on the property to be converted to a real estate office and beauty salon and to allow a single family residence to be constructed on the easterly portion of the property. There is a commercial zoning pattern evolving along the east side of Highland Drive that backs up to low density residential. The proposed R-1 site is undersized and a variance has been requested for this and on the rear yard setback. At the Planning Commission meeting staff recommended the R-1 site be extended an additional 4' to the west that will provide a 14' rear yard setback where 15' is required and would reduce the rear yard on the commercial site to 5'. The applicants were in agreement to the change and agreed to construct the 6' block wall between the R-1 and C-1 properties.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL - With the C-1 portion being amended to P-R.

PROTESTS: 0



AGENDA*City of Las Vegas* October 5, 1983 **0243**CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 44

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

1433

H. ZONE CHANGE - Z-75-83 - DWIGHT E. GOULDReclassification of property located at
845 North Eastern Avenue.

From: P-R (Professional Offices & Parking)

To: C-1 (Limited Commercial)

Proposed Use: Art and Antique Gallery

Planning Commission unanimously recommends
APPROVAL, subject to the following condition:

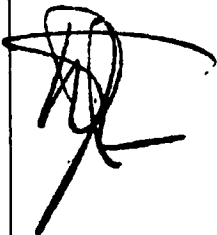
1. The application be amended to C-D.

Staff Recommendation: DENIAL

PROTESTS: 0

ABEYANCE
Applicant to apply
for a Variance.To be placed back
on Agenda when
Variance applica-
tion appears.Dwight E. Gould
appeared.Applicant to
contact City
Manager in re
to operation of
business prior
to Variance
approval.

APPROVED AGENDA ITEM



To: The City Council
 Re: Community Planning and Development Agenda Item
 October 5, 1983 City Council Agenda

X.

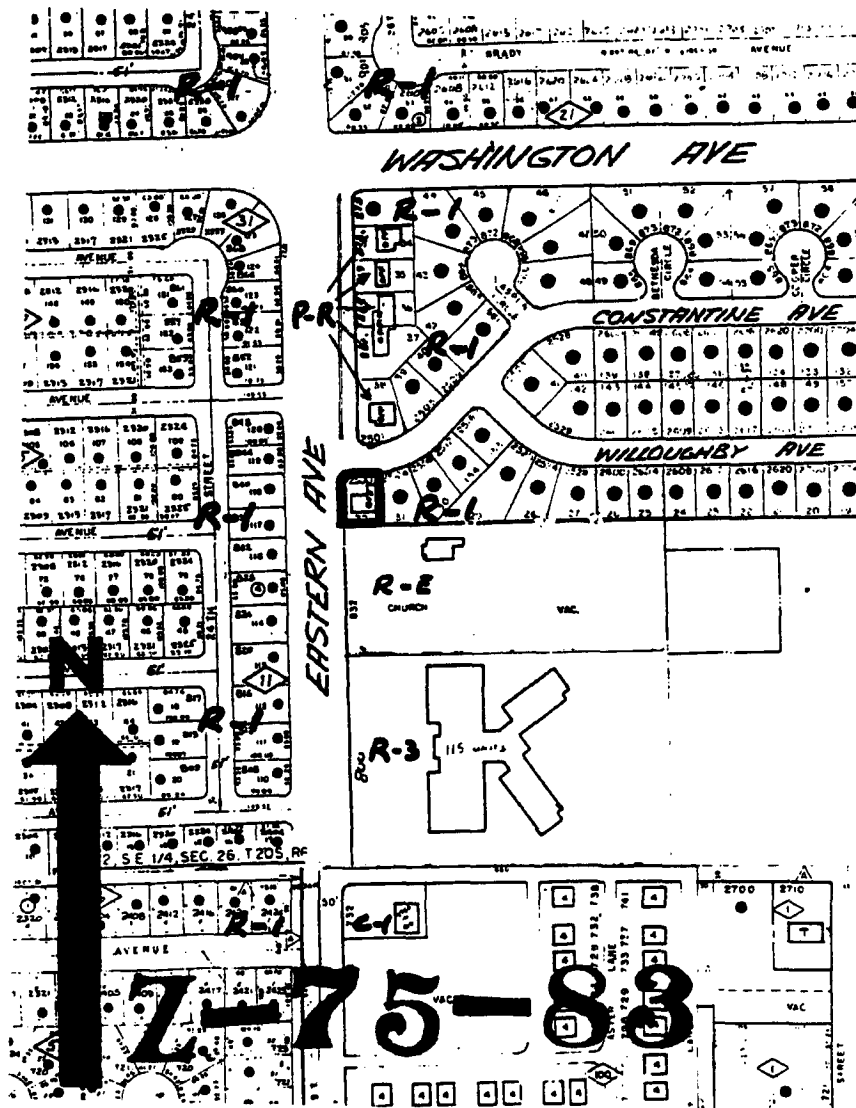
H. ZONE CHANGE - Z-75-83 - DWIGHT E. GOULD

The applicant is requesting this property be rezoned from P-R to C-1 for an art and antique gallery on the southeast corner of Eastern Avenue and Constantine Avenue. The general zoning pattern in this area is all R-1 and developed with single family homes except for the P-R on this property and on five properties to the north which are on a frontage road paralleling Eastern Avenue. There is commercial zoning on Eastern Avenue but it is approximately 1/4 mile to the north and south of this property. On this segment of Eastern the residential properties generally back up to this street. The applicant will provide four parking spaces where three are required and there will be landscaping. This property has previously been used for office use.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to the application being amended to C-D.

STAFF RECOMMENDATION: DENIAL - Constitutes spot zoning.

PROTESTS: 0



AGENDA*City of Las Vegas*

October 5, 1983

0245

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

Page 45

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)1. REVIEW OF CONDITION - Z-1-82 - MR. GOVERNOR
JOHNSON

Review of Condition which limited the use of his commercial building to the repair of transmissions only, to also allow emission control testing and minor auto repairs to be conducted within the enclosed building on property generally located on the south side of Hart Avenue, 160' west of "H" Street, C-M Zone (Commercial Industrial).

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. Condition #5 of the original conditions be amended to "This use shall be limited to repair of transmissions, window tinting and for minor auto repairs when done in conjunction with the emission control inspections; and all work shall be conducted within an enclosed building".

Staff Recommendation: DENIAL

PROTESTS: 1

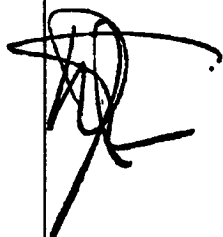
Nolen -
DENIED
Unanimous

Clerk to notify.

Mrs. Governor Johnson appeared.

No protestants were present.

APPROVED AGENDA ITEM



CITY COUNCIL MINUTES - OCTOBER 5, 1983

To: The City Council
Re: Community Planning and Development Agenda Item
October 5, 1983 City Council Agenda

x. 0246

I. REVIEW OF CONDITION - Z-1-82 - MR. GOVERNOR JOHNSON

The applicant is requesting a review of the condition that limited this operation to the repair of transmissions so he can conduct emission control inspections. The applicant is also requesting minor auto repairs to be conducted in connection with the emission control work. It was brought out at the Planning Commission meeting that he had also expanded the operation to include window tinting. The property is across from single family residences and it abuts single family properties to the east.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to all work being conducted within an enclosed building.

STAFF RECOMMENDATION: DENIAL - The expansion of the use on this property will be detrimental to the adjacent residential area.

PROTESTS: 1 - Letter

AGENDA*City of Las Vegas*

October 5, 1983

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

Page 46

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)J. ZONE CHANGE - Z-73-83 - NORMAN E. MOTT

Reclassification of property generally
located on the southwest corner of Carson
Avenue and 14th Street.

From: R-3 (Limited Multiple Residence)

To: R-4 (Apartment Residence)

Proposed Use: High Density Residential
(Two Additional Apartment
Units)

Planning Commission recommends DENIAL (4-1
vote). If approved, following are the
recommended conditions:

1. Conformance to the plot plan and
elevations amended to provide only two
back-out spaces to 14th Street.
2. Dedicate the radius corner at the
intersection of 14th Street and Carson
Avenue as required by the Department
of Engineering Services.
3. Enter into an Assessment District
Agreement for the installation of
street lighting on 14th Street and
Carson Avenue.

Staff Recommendation: DENIAL

PROTESTS: 6

Levy -
DENIED
Unanimous

Clerk to notify

Norman E. Mott
appeared.

Protestants
appearing were:
Larry O'Halloran
Pat Boyle

APPROVED AGENDA ITEM

1511
to
1518

CITY COUNCIL MINUTES - OCTOBER 5, 1983

To: The City Council
Re: Community Planning and Development Agenda Item
October 5, 1983 City Council Agenda

x. 0247

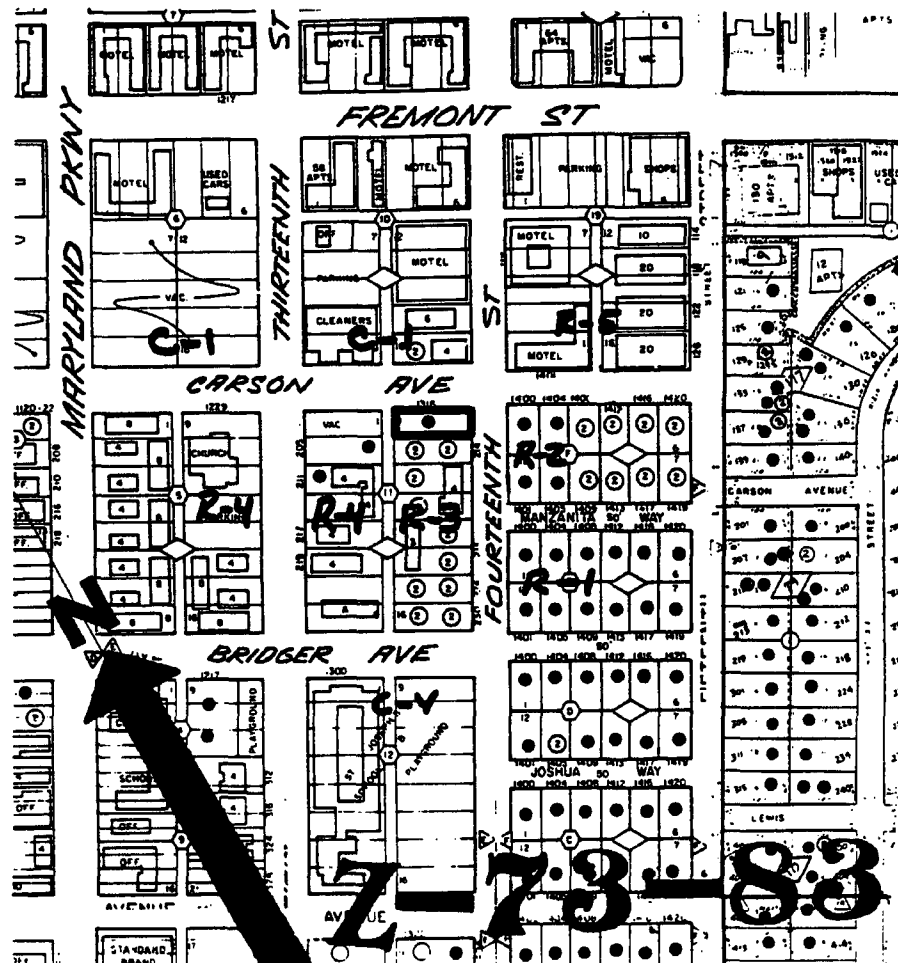
J. ZONE CHANGE - Z-73-83 - NORMAN E. MOTT

The applicant is requesting this property to be rezoned from R-3 to R-4 to allow an additional two units. He is presently constructing a fourplex and if the R-4 zoning is approved, there would then be a total of six units. There is R-4 zoning on the west half of the block and C-2 zoning to the north. To the northeast is R-5 zoning and immediately to the east across 14th Street is R-1 and R-2 zoning that is primarily developed with single family homes. The R-3 pattern on the east half of this block where the applicant's property is located provides for a transition between the R-4 to the west and the R-1 and R-2 to the east. At the Planning Commission meeting the protestants from the residences to the east indicated there are parking problems in the area and felt that if an R-4 pattern was allowed on this site it would have to be allowed on other properties on the east half of this block which would result in high density apartments being across from single family homes.

PLANNING COMMISSION RECOMMENDATION: DENIAL - The R-3 zoning should be retained on the east half of this block to act as a buffer for the single family area to the east.

STAFF RECOMMENDATION: DENIAL - No justification to change the zoning pattern in the area.

PROTESTS: 6 - Petition with 4 signatures
2 Persons spoke at Planning Commission meeting



TO: THE CITY COMMISSIONERS

FROM: RESIDENTS OF CARSON MANZANITA AND BRIDGER AVE.

RE: LOT 9, BLOCK 11 LADD'S ADDITION

WE THE RESIDENTS OF THE AREA ARE OPPOSED TO THE RECLASSIFICATION OF THE SOUTHWEST CORNER OF CARSON AVENUE AND 14th STREET FROM R-3 LIMITED MULTIPLE RESIDENCE TO R-4 APARTMENT RESIDENCE FOR HIGH DENSITY RESIDENTIAL USAGE. FOR THE FOLLOWING REASONS.

1. INCREASED ON STREET PARKING IN AN AREA ALREADY CONGESTED.
2. lot not large enough for high density apts. current owners will build a six unit apt but what protection do we have in the future from increased building.
3. architectural not conducive to the present single family housing in the area.
4. fear of increased crime in a area already on the rise since the building of high density units on fremont st.

FOR THESE REASONS WE THE UNDERSIGNED OPPOSE THE RECLASSIFICATION OF THE CORNER OF CARSON AND 14th STREET.

NAME

ADDRESS

<i>Long Hall</i>	<i>1400 Manzanita Way</i>
<i>John H. Kent</i>	<i>1405 MANZANITA WAY</i>
<i>M. D. Chier</i>	<i>1401 Bridger</i>
<i>J. Lawrence</i>	<i>1400 CARSON.</i>
<i>Kud C. Smyth</i>	<i>1400 Manzanita</i>
<i>Patrick R. Boyle</i>	<i>1319 Bridger</i>
<i>Donald Boyle</i>	<i>1319 Bridger</i>
<i>Patricia E. Peina</i>	<i>1405 Bridger</i>
<i>Harvey & Mary</i>	<i>1420 Manzanita</i>
<i>Maureen E. Terward</i>	<i>1409 Bridges</i>
<i>Juanita Rumley</i>	<i>1404 Manzanita</i>

NOTICE OF PUBLIC HEARING

SEPTEMBER 8, 1983

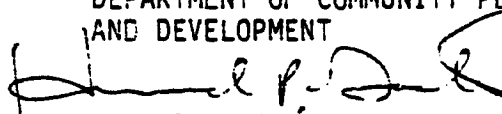
Notice is hereby given that on September 8, 1983 at 7:30 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Planning Commission will hear the application of:

Z-73-83 NORMAN E. MOTT FOR RECLASSIFICATION OF PROPERTY
GENERALLY LOCATED ON THE SOUTHWEST CORNER OF
CARSON AVENUE AND 14TH STREET.
FROM: R-3 (LIMITED MULTIPLE RESIDENCE)
TO: R-4 (APARTMENT RESIDENCE)
PROPOSED USE: HIGH DENSITY RESIDENTIAL
(TWO ADDITIONAL APARTMENT UNITS)

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS
LOT 9, BLOCK 11 LADD'S ADDITION.

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of the proposed reclassification; or may, prior to this hearing, file with the Department of Community Planning and Development, written objections thereto or approval thereof.

DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT


HAROLD P. FOSTER, DIRECTOR

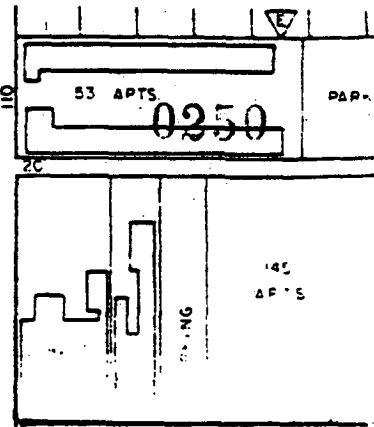
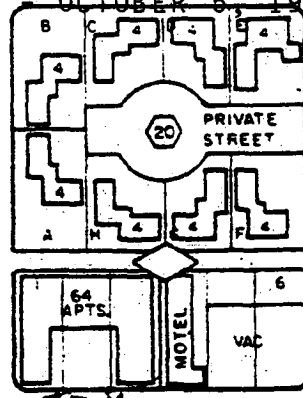
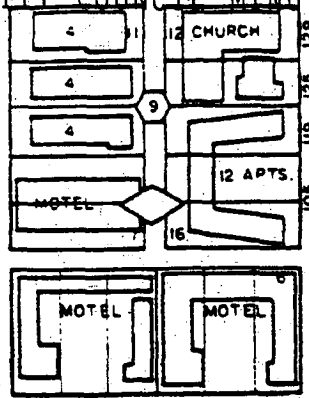
HPF:cme

(The information contained above is considered to be accurate; however, there may be minor variations involved.)

(SEE LOCATION MAP ON REVERSE SIDE.)

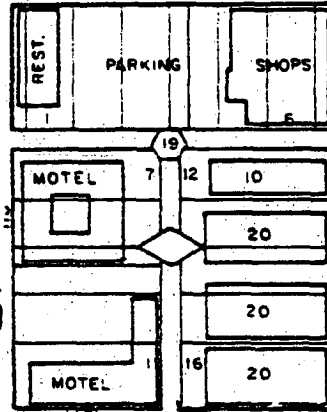
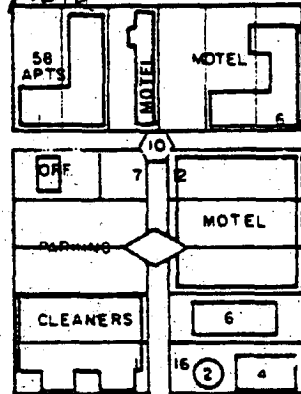
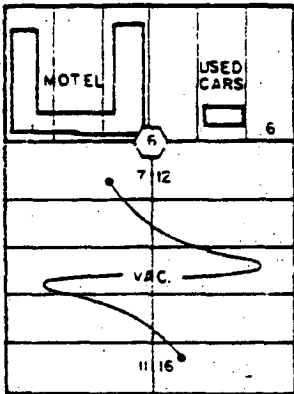
5 OCT
2:00

~~OCTOBER 5, 1983~~



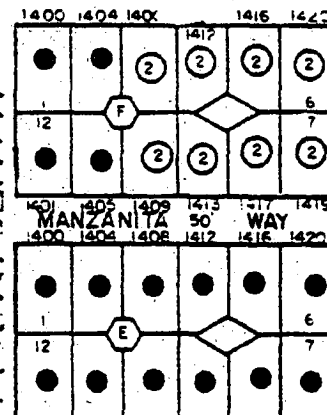
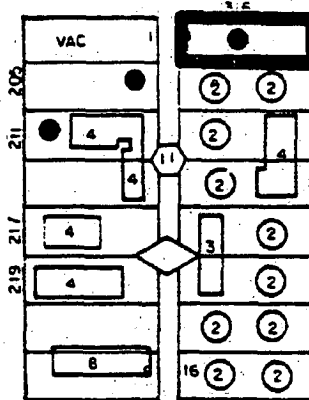
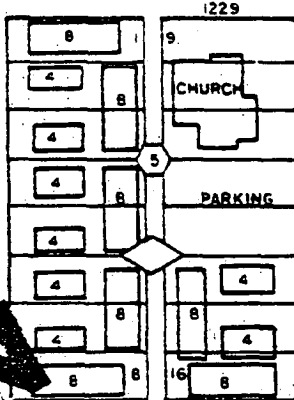
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FREMONT ST

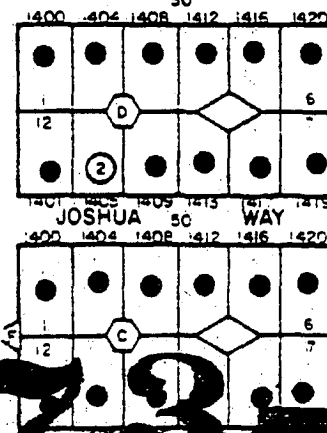
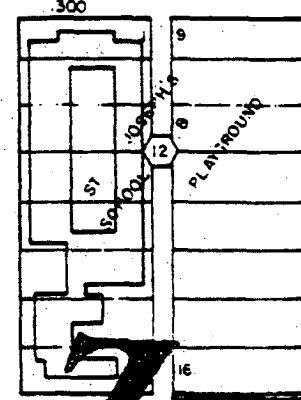
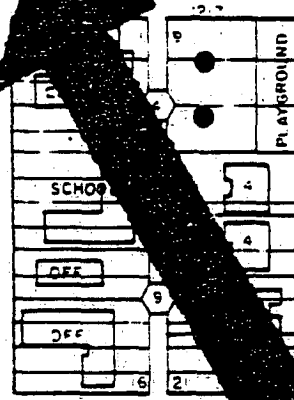


ALVAREZ

CARSON AVE



BRIDGER AVE



11-11-11

Play 1820

The map shows a grid of streets. The vertical streets from left to right are CARSON AVENUE, LEWIS STREET, and 1ST STREET. The horizontal streets from top to bottom are 130th, 120th, 110th, 100th, 90th, 80th, 70th, 60th, 50th, 40th, 30th, 20th, 10th, and 1ST. The map includes various apartment buildings, some labeled with numbers like 120, 125, 129, 135, 137, 139, 201, 207, 211, 215, 219, 301, 305, 311, 315, 401, 405, 411, 415, 501, 505, 511, 515, 601, 605, 611, 615, 701, 705, 711, 715, 801, 805, 811, 815, 901, 905, 911, 915, 1001, 1005, 1011, 1015, 1101, 1105, 1111, 1115, 1201, 1205, 1211, 1215, 1301, 1305, 1311, 1315, 1401, 1405, 1411, 1415, 1501, 1505, 1511, 1515, 1601, 1605, 1611, 1615, 1701, 1705, 1711, 1715, 1801, 1805, 1811, 1815, 1901, 1905, 1911, 1915, 2001, 2005, 2011, 2015. There are also several 'S' markers and a large 'S3' marker. The map is titled 'Play 1820' in the top left corner.

1500 1520 1540 1560 1580 1600 1620 1640 1660 1680 1700 1720 1740 1760 1780 1800 1820 1840 1860 1880 1900 1920 1940 1960 1980 2000

130 APTS

12 APTS

125 129 135 137 139

201 207 211 215 219 301 305 311 315

401 405 411 415 501 505 511 515 601 605 611 615 701 705 711 715 801 805 811 815 901 905 911 915 1001 1005 1011 1015 1101 1105 1111 1115 1201 1205 1211 1215 1301 1305 1311 1315 1401 1405 1411 1415 1501 1505 1511 1515 1601 1605 1611 1615 1701 1705 1711 1715 1801 1805 1811 1815 1901 1905 1911 1915 2001 2005 2011 2015

CARSON AVENUE

1ST STREET

LEWIS STREET

S3

Bob Shirley

4019 Shadow Wood Avenue • Las Vegas, Nevada 89121

October 3, 1983

Dear Mr Mott.

Your purchase and development of the Lot at 1316 E. Carson has improved the appearance of this Area. An addition of two units on that Lot will not be Bad for the area.

I own the apartments and house at 1317 E Carson and 128 So. 14th. This property is located opposite your Lot on the North side of Carson. I also own city laundry and cleaners on 13th & Carson.

Will you present this Letter to the City Council, so they know I approve of the Zone Change.

Yours truly

Perry B. Shirley

Perry B. Shirley, Jr

AGENDA*City of Las Vegas*

October 5, 1983

0252

CITY COUNCIL

Page 47

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

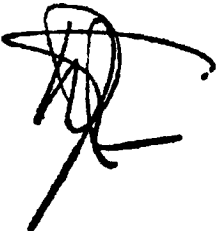
ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)K. SET DATE FOR PUBLIC HEARING ON ANY ITEM
REQUIRING A PUBLIC HEARING THAT WAS ACTED
UPON BY THE CITY PLANNING COMMISSION AT
ITS SEPTEMBER 27, 1983 MEETING.VAC-12-83
VAC-13-83
VAC-14-83
VAC-15-8310/19/83 Agenda
10/19/83 Agenda
10/19/83 Agenda
10/19/83 AgendaL. SET DATE ON ANY APPEALS FILED OR REQUIRED
PUBLIC HEARINGS FROM THE BOARD OF ZONING
ADJUSTMENT MEETING HELD SEPTEMBER 22, 1983.V-93-83
V-77-83
U-73-8310/19/83 Agenda
10/19/83 Agenda
10/19/83 Agenda

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

October 5, 1983

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

Page 48

ITEM

Council Action

Department Action

XI. ADDENDUM ITEMS

ADDENDUM NO. 1:

III. DEPARTMENT OF BUSINESS ACTIVITY

- M. SPECIAL EVENT LIQUOR LICENSE
NATIONAL ORGANIZATION FOR WOMEN
(See Page 9)

APPROVED
See Page 9

APPROVED AGENDA ITEM

Ashley Hall

AGENDA

City of Las Vegas

0254

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

ADDENDUM NO. 1 TO THE AGENDA OF THE LAS VEGAS CITY COUNCIL'S REGULAR MEETING ON WEDNESDAY, OCTOBER 5, 1983, BEGINNING AT 10 A.M. IN THE COUNCIL CHAMBERS, LAS VEGAS CITY HALL, 400 EAST STEWART AVE., LAS VEGAS, NEVADA.

DEPARTMENT OF BUSINESS ACTIVITY

ITEM III-M - SPECIAL EVENT LIQUOR LICENSE

(1) NATIONAL ORGANIZATION FOR WOMEN, Location: 450 E. Bonanza,
Date: October 15, 1983, Responsible Licensee: Jon Holten,
Jerry's Liquor.

AGENDA*City of Las Vegas*

October 5, 1983

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

Page 49

ITEM

Council Action

Department Action

XII. CITIZENS 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.

NONE

MEETING ADJOURNED AT 3:17 P.M.

NOTE: 2 tapes for this meeting.

APPROVED AGENDA ITEM

Ashley Hall