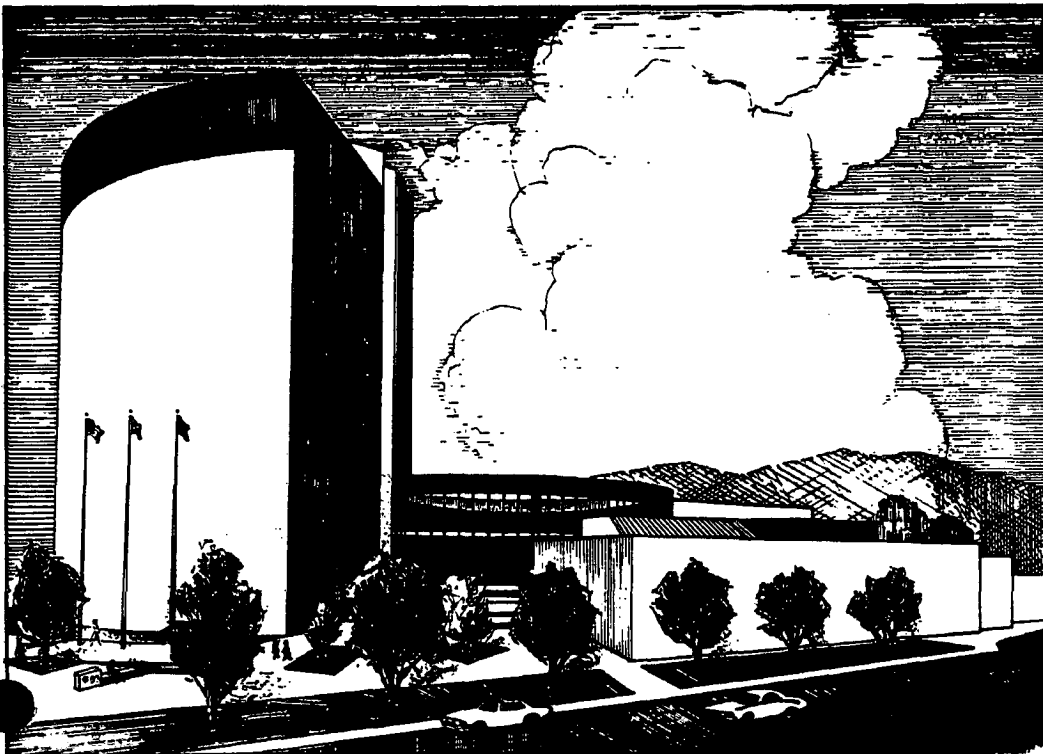




MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: November 16, 1983

TIME: 9:45 A.M.

INVOCATION: Reverend David McKellips
First Church of the Nazarene

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 February 15, 1984

ATTEST:

Carol A. Handley
CITY CLERK

William H. Briano
MAYOR

0001

AGENDA*City of Las Vegas*

November 16, 1983

Page 1

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

ITEM

Council Action

Department Action

I. 9:45 A.M.

ALL MEMBERS OF THE COUNCIL PRESENT
EXCEPT MAYOR BRIARE WHO WAS EXCUSED
FOR THE MORNING SESSION.A. COMMUNITY RELATIONSB. SPECIAL EVENTS

1. Presentation of Award to Board Member of the Year.
2. Presentation of United Way Awards.

Award presented to Maggi Coleman of the Planning Commission by Mayor Pro-Tem Lurie and Council.

Awards presented by Mayor Pro-Tem Lurie and Council as follows:
Mayor's Office for highest per capita.
Civil Division, City Attorney's Office for the most improved Division.
Business Activity for the best overall performance.

II. 10:00 A.M.

Charles G. Neal, contributor of the year
Dept. of Management Information ServicesA. ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW

Announcement Made

B. INVOCATIONReverend David McKellips
First Church of the NazareneInvocation given by
Rev. McKellipsC. PLEDGE OF ALLEGIANCEMayor Pro-Tem Lurie
lead the audience in
the Pledge of
Allegiance

APPROVED AGENDA ITEM

Ashley Hall

AFFIDAVIT OF MAILING

0002

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

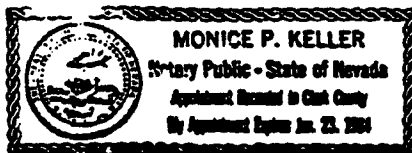
Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 10th day of November, 1983, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 16th of November, 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

10th day of November, 1983

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



AFFIDAVIT OF POSTING

0003

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss

Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 9th day of November, 1983, at the hour of 2pm 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 16th day November, 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)

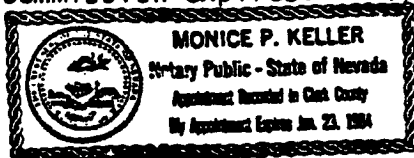
Loretta A. Hall
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

10th day of November, 1983

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



AGENDA*City of Las Vegas*

November 16, 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.

1005

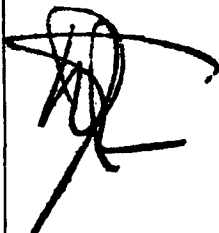
*A. CHILD CARE FACILITY APPLICATIONS
(Approved by the Child Welfare Board)

Family Child Care Homes

1. SHARON DELELLIS
112 Celia Place
4 children days
2. PEIDAD GARCIA
6209 Don Gaspar
4 children days
3. PAULA HAGGARD
2021 Howard Avenue
5 children days/1 nights

Levy -
APPROVED
Items 1 thru 8.
Unanimous
(Briare excused)

Staff to proceed

APPROVED AGENDA ITEM


AGENDA*City of Las Vegas*

November 16, 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)*A. CHILD CARE FACILITY APPLICATIONS
(cont'd)Family Child Care Homes
(cont'd)

4. EDITH HASBROUCK
4804 Apawana Lane

6 children days
5. LINDA HOBENSACK
6600 West Evergreen

6 children days
6. BARBARA MELVIN
360 Upland Boulevard

4 children days
7. TERRI PERRY
1033 Yucca Avenue

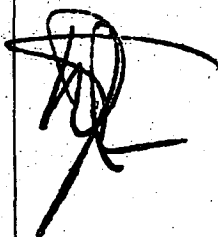
4 children days/1 nights
8. BRENDA TAYLOR
6609 Bills Way

3 children days

APPROVED
See Page 2

See Page 2

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

November 16, 1983

Page 4

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM**Council Action****Department Action**

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

Group Child Care Homes

1. DONNA JULIEN
6613 Hyde Avenue

11 children days

Child Care Center

1. JEAN SMITH'S COUNTRY SCHOOL
4965 Bevvie Drive

45 children days

*B. GAMING--- Additional

1. EXBER, INC.

El Cortez Hotel & Casino
600 East Fremont
26 slots
2. FOUR QUEENS, INC.

Four Queens Hotel & Casino
202 East Fremont
1 Crap Table
3. HOTEL NEVADA CORPORATION

Hotel Nevada & Casino
235 South Main Street
35 slots

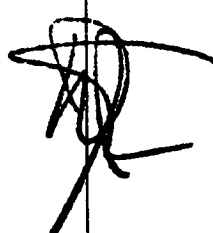
Levy -
APPROVED all appli-
cations under Group
Child Care Homes
and Child Care Center.
Unanimous
(Briare excused)

Staff to proceed

Levy -
APPROVED Items 1
thru 13.
Unanimous with the
exceptions that
Lurie abstained from
voting on Item No.9
and Briare was
excused.

Staff to proceed

APPROVED AGENDA ITEM



0007

AGENDA*City of Las Vegas*

November 16, 1983

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

4. LAS VEGAS INN & CASINO, INC.

Las Vegas Inn & Casino
1501 West Sahara Avenue
1 slot

5. SHAPIRO & SHAPIRO

A1 Phillips the Cleaner
2448 East Bonanza
4 slots

6. CASSELL-FRIEDMAN, INC.

King of Clubs
1401 North Decatur
3 slots

7. AUTOMATIC AMUSEMENTS OF L. V.

Green Shack
2504 East Fremont
4 slots

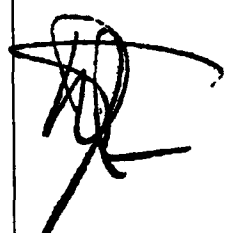
8. CARDIVAN COMPANY

Drug Emporium
3700 East Charleston
15 slots

APPROVED
See Page 4

See Page 4

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

November 16, 1983

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

9. CASINO SERVICES

Tovi's Italian Restaurant &
Lounge
808 South Decatur
5 slots

10. J. J. PARKER COMPANY

49er Saloon/Casino
1556 North Eastern
2 slots

11. NEVADA COIN MACHINE COMPANY

Sahara-Decatur Highlander
Laundromat
4601 West Sahara, #A
1 slot

12. UNITED COIN MACHINE COMPANY

Georgies
532 East Sahara Avenue
7 slots

13. WESTRONICS, INC.

Four Kegs
276 North Jones
1 slot

APPROVED
See Page 4

See Page 4

APPROVED AGENDA ITEM



0009

AGENDA*City of Las Vegas*

November 16, 1983

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

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

1. From: Young Hen Wong
dba
Great Wall Chinese
Tea Room

TO: *FHAT GEA PARTNERSHIP
dba
GREAT WALL RESTAURANT
2202 West Charleston

Beer/Wine On-Sale

Wood Keung Shum, 50%
Lai Chun Lee, 50%

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

D. LIQUOR -- Change of Business Name

1. From: Peace Pipe Cocktail
Lounge

TO: BAR-VIC, INC.
dba
PADDY'S PUB
2327 South Eastern

General On-Off Sale

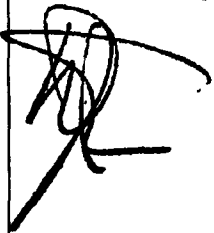
Victor E. Martin, Pres.
Treas, Dir, 50%
Barbara D. Reynolds,
V. P., Secy, Dir,
50%

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

Staff to proceed
Applicant was
present in the
audience.

WITHDRAWN FROM
AGENDA

APPROVED AGENDA ITEM



0010

AGENDA*City of Las Vegas*

November 16, 1983

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)E. LIQUOR -- Approval of Manager

1. SKAGGS COMPANIES, INC.
dba
SKAGGS DRUG CENTER
268 North Jones

General Off-Sale License

Manager:
Gary Vernon Douglas, General
Manager

Levy -
APPROVED
Unanimous
(Briare excused)

Staff to proceed

F. GAMING -- New

1. ANTHONY ANTONACCI
dba
A. A. COIN COMPANY
3111 Valley View, E-119

Slot Operator License

Anthony J. Antonacci, 100%
2. NAJEEB RAHMAN
dba
7-ELEVEN FOOD STORE #21478
200-204 West Boston

Restricted Gaming: 3 slots

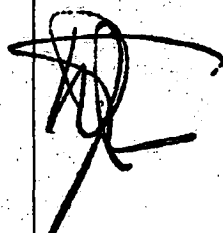
Najeeb Ur Rahman, 100%

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

Staff to proceed

Anthony Antonacci
present in
audience.

APPROVED AGENDA ITEM



0011

AGENDA*City of Las Vegas*

November 16, 1983

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

G. PRIVATE INVESTIGATOR LICENSE --
New

1. PATRICK L. FREY, INC.
dba
PATRICK L. FREY, INC.
1500 East Tropicana, #101

Patrick L. Frey, Pres,
Qualifying Agent

Levy -
APPROVED
Unanimous
(Briare excused)

Staff to proceed

H. PSYCHIC ART & SCIENCE LICENSE --
New

1. *ELIZABETH BARON
dba
ELIZABETH BARON & ASSOCIATES
3017 West Charleston, Suite 15

Elizabeth Baron, 100%

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

Staff to proceed

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

I. ARMORED CAR LICENSE -- Change of
Location

1. From: 1235 North Nellis, #17,
18, 19

Levy -
APPROVED
Unanimous
(Briare excused)

Staff to proceed

TO: WELLS FARGO ARMORED
SERVICE CORP.
dba
WELLS FARGO ARMORED
SERVICE CORP.
3274 Palm Parkway

Stephen G. Tanner,
V. P., General
Manager
Kerry Steven Loso,
Branch Manager

APPROVED AGENDA ITEM

0012

AGENDA*City of Las Vegas*

November 16, 1983

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

J. SECONDHAND DEALER LICENSE --
Change of Ownership

1. From: Kim Rhue, 100%
- TO: *LINDA KRAUS
dba
FRONTIER GOLD & SILVER
COIN EXCHANGE
100 South Sixth Street

Class III-A

Linda Ann Kraus, 100%

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

K. LIQUOR -- Request for Approval of
Nonoperational Status

1. CLUB BINGO, INC.
dba
CLUB BINGO
23 Fremont

General On-Sale License

John Gaughan, Pres, Treas,
Dir

Mel Exber, Secy, Dir

(Nonoperational status for period
9/1/83 to 12/1/83 approved 8/17/83.
Request for approval of extension
for additional three-month period:
12/1/83 to 3/1/84.)

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

Staff to proceed

Levy -
APPROVED Items 1, 2
and 3.
Unanimous
(Briare excused)

Staff to proceed

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

0013
Date: November 4, 1983TO:
The City CouncilFROM:
RICHARD CAMPBELL, ACTING
DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- NOVEMBER 16, 1983 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational StatusPURPOSE/BACKGROUND

Item, "K", 1, 2 & 3.

Standard requests for extension of nonoperational status on liquor licenses as follows:

1. Club Bingo, Inc., dba Club Bingo
2. Rollow D. Kimball, dba Sportsman's Time Out
3. Charles Winder, dba New Brown Derby

Copies of letters requesting extensions are attached.

FISCAL IMPACT
Jerry M. Cahill, Director
Department of Business ActivityRECOMMENDATIONS

Agenda Item

III. "K" 1, 2 & 3

AGENDA*City of Las Vegas*

November 16, 1983

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)K. LIQUOR -- Request for Approval of
Nonoperational Status
(cont'd)

2. ROLLOW KIMBALL
dba
SPORTSMAN'S TIME OUT
1511 South Main Street

General On-Sale License

Rollow D. Kimball, 100%

(Nonoperational status for period
6/9/83 to 9/9/83 approved 6/1/83.
Nonoperational status for period
9/9/83 to 12/9/83 approved 9/7/83.
Request for approval of extension
for additional three-month period:
12/9/83 to 3/9/84.)

3. CHARLES WINDER
dba
NEW BROWN DERBY
320 West Monroe

General On-Off Sale License

Charles Winder, 100%

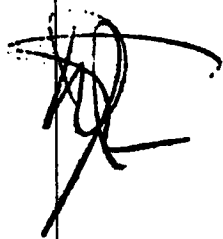
(Request for approval of non-
operational status for three-
month period: 11/23/83 to
2/23/84.)

APPROVED
See Page 10

See Page 10

APPROVED
See Page 10

See Page 10

APPROVED AGENDA ITEM


LAS VEGAS CLUB

HOTEL & CASINO



November 7, 1983

City of Las Vegas, License Division
P. O. Box 1900
Las Vegas, NV 89101

RE: Club Bingo Liquor License #L04 006 4 00154

Gentlemen:

We hereby request an additional extension for 90 days
on the above license.

Yours truly,

Mel Exber

Mel Exber
President

ME:vp



0016

November 3, 1983

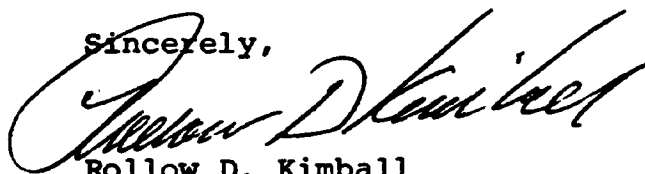
Honorable Mayor and City Councilmen
c/o Jerry Cahill
Department of Business Activity
400 East Stewart Avenue
Las Vegas, Nevada

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

Gentlemen:

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Rollow D. Kimball".

Rollow D. Kimball

0017

RECEIVED
BUSINESS ACTIVITY

OCT 3 4 25 PM '83

August 26, 1983

City of Las Vegas
Dept. of Business Activity
P.O. Box 1900
Las Vegas, Nevada 89101

To The Department:

As of August 23, 1983, I, Charles Winder, have closed the New Brown Derby, Inc. for the purpose of re-locating. The relocation will take place within several months.

Sincerely,

Charles Winder, Sr.

Charles Winder, Sr.

Aug 30

AGENDA*City of Las Vegas*

November 16, 1983

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

ITEM

Council Action

Department Action

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

1. PARADISE DEMOCRATIC CLUB

Location: 450 East Bonanza

Date: December 3, 1983

Responsible Licensee:
Bill Pappas
The LiftLevy -
APPROVED
Unanimous
(Briare excused)

Staff to proceed

M. LIQUOR -- Change of Location/
Change of Business Name1. From: Hi-View Package Liquor
2029 North "H" StreetTO: *WILLIAM BOYCE
dba
SEVEN SEAS SEAFOOD
RESTAURANT, COCKTAIL
LOUNGE & PACKAGE LIQUOR
808 West Lake Mead

General On-Off Sale

William Jaye Boyce, 100%

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

Staff to proceed

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

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

0019

November 16, 1983

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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 CHANGING THE PREVIOUSLY APPROVED PROCEDURE FOR THE SELECTION OF A NEW CITY MANAGER. | Christensen -
Motion APPROVED to
bypass department
director's previously
approved role in the
selection process and
submit 25 finalists
direct to Citizens
Committee.
Unanimous
(Briare excused) | City Manager to
proceed. |
| 1014 | B. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION SUPPORTING A GENERAL ELECTION QUESTION ON PROPERTY TAX INCREASES BY THE STATE OF NEVADA. | Lurie -
Resolution ADOPTED
Unanimous
(Briare excused) | City Manager to
proceed |
| 1014
to
1020 | The Council directed the Manager as follows: | | |
| | <ol style="list-style-type: none"> 1. Nolen instructed Dept. of Business Activity to immediately proceed with an investigation and show cause hearing on Henry's Liquors. 2. Lurie directs Manager to place on 12/7 Agenda a matter of a company who proposes an advertisement package utilizing parking meters. 3. Levy wants item on 12/7 agenda relative to bus stop benches. 4. Lurie requests that the Board take action to support the Washington delegation in their concern over higher airline fares that are proposed to be charged to tourists during the Los Angeles Olympics. Levy encourages support of small airlines in offering more direct flights during that period of time. | | |

City of Las Vegas

0020

AGENDA DOCUMENTATION

Date: November 14, 1983

TO:
The City CouncilFROM:
DON J. SAYLOR
ACTING CITY MANAGERSUBJECT: DISCUSSION AND POSSIBLE ACTION ON CHANGING THE PREVIOUSLY APPROVED PROCEDURE
FOR THE SELECTION OF A NEW CITY MANAGERPURPOSE/BACKGROUND

At the September 21, 1983 City Council meeting a procedure for the selection of a new City Manager was approved. This procedure called for the development of a 5-member staff committee selected by the City Manager with the responsibility of developing a criterion, processing applications, and selecting the 25 most qualified applicants.

The procedure then called for the development of a committee consisting of all of the Department Heads. Their responsibility would be to evaluate the top 25 candidates and recommend 15 to the Citizen Select Committee. The Citizen Select Committee would in turn recommend the 5 finalists to be interviewed by the Mayor and City Councilmen.

The staff committee, which consisted of the Acting City Manager and 4 non-department head staff people have processed all of the applications (204) and have selected the top 25 candidates. They have also requested of these 25 individuals supplemental information in the form of a questionnaire. The next step in the approved procedure would be to refer the 25 applications together with the supplemental information to a committee consisting of all of the Department Heads.

Councilman Paul Christensen has requested that this item be placed on the agenda for discussion as to whether or not the 25 eligible applicants should be referred to a committee of Department Heads for the purpose of reducing the number to 15 or whether all 25 should be referred directly to the Citizen Select Committee.

FISCAL IMPACT

None.

RECOMMENDATIONS

Staff is prepared to follow whatever procedures the Council desires.

Agenda Item

IV(a) A.

TRANSCRIPT - CITY OF LAS VEGAS CITY COUNCIL MEETING - NOVEMBER 16, 1983

1

COUNCILMAN CHRISTENSEN: I have another question.

MAYOR PRO-TEM LURIE: Councilman Christensen.

COUNCILMAN CHRISTENSEN: Sometime ago, we employed a consulting firm through our Attorney's Office to intervene in rate hearings to determine if they were proper -- the utilities -- and I believe at that time we gave them blanket authorization to intervene in the rate hearings. Are we still doing that?

CITY ATTORNEY OGILVIE: No, we're not. Sometime approximately two years ago, I had requested approval to intervene and it was rejected by the Board because of the cost that we had been expending on the experts. It really is of no value to intervene without bringing in experts and as you know, those experts are --

COUNCILMAN CHRISTENSEN: Well, that's what I wondered -- if we were still doing that. I know at one time we had a blanket authorization to do it and I guess we've changed that. I couldn't remember whether we had or not. I was asking for information mainly because after listening to the County yesterday do that, I wondered if we weren't still doing that automatically or not because at one time we were.

COUNCILMAN LEVY: I think since the State brought on the department that they have been using -- the ones who -- Mr. Wellingkauff -- I forget the name of that department. I think since he's appointed, we've backed off because it was just a duplication -- Consumer Advocate.

COUNCILMAN CHRISTENSEN: I couldn't remember. That's why I asked. Fine.

MAYOR PRO-TEM LURIE: Do you want to put anything on the agenda for next time?

COUNCILMAN CHRISTENSEN: No. I was doing it for information.

(END OF DISCUSSION ON THIS ITEM.)

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING MINUTES - NOVEMBER 16, 1983

2

MAYOR PRO-TEM LURIE:

There's an item that I'd like to bring up to the City Manager -- Acting -- that at the next meeting, I'd like you to put on the agenda the information I sent you concerning the advertising package that I received concerning the company that would like to pay us for using our parking meters for advertising purposes. In other cities this has been done where they pay approximately \$26 per meter. They pay a year in advance, and with the amount of meters we have, it could generate \$25,000 to \$30,000 for the City, and I think the Board should be familiar with the program, and I'd like to present it at the next meeting to go out and make a contract with one of the companies interested in coming into Las Vegas.

COUNCILMAN LEVY:

Along that line, Councilman, don't we talk about, you know, raising money involved with that area -- the bus stop benches. You know, at one time we had some fairly decent proposals in putting in nice bus stops. It seems like RTC is not doing anything. I'd sure like to see at least within the City limits that we get on the ball and get involved in that area. I think we can raise some money and also have a much more decent facility, and I certainly would like our City Manager's Office to get ourselves involved in that area and let's see what we can do.

MAYOR PRO-TEM LURIE:

Thank you. We do have a cancelation clause with that company and there is some work being done through Funds Coordination through Richard Blue -- his department, and I think that information should be placed on the next agenda for the Board's consideration. Any other items that we'd like to make a nice long meeting for our first meeting in December? I might as well throw out one other thing while we're at it. I'd like the Board to support our delegation in Washington in their efforts to talk to these airlines about the higher fares on the Olympics that are going to be in Los Angeles. I just think it's absurd to think that these people are going to start increasing fares and the increases in the amount of what rooms cost, let's say in the California area, I think it's a ripoff to the public what's going on and I think something has to be done and somebody has to say something whether we can get anything done about it or not. We just can't sit still and let this thing go on without saying anything, and I'm sure that the Convention Authority's working on it, the Chamber of Commerce, but I think the Board ought to support whatever our delegation in Washington is doing through their meetings to try and get the airlines to be reasonable about increasing their fares to bring people especially to Las Vegas. We're still the best buy in the country. I hate to see the airlines hurt it for us.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING MINUTES - NOVEMBER 16, 1983

3

COUNCILMAN LEVY:

Well, I think forget those airlines. I think you'd be barking up the wrong tree. I'd rather see if we can encourage one of the small airlines to have a special run between here and Los Angeles during that period of time and let them make some money -- a reasonable amount of money -- and I think they can -- some of the airlines that I know of, and I think that that's what we should try and do -- encourage more competition for them to keep them in line during that period of time.

COUNCILMAN LURIE:

That's good. You can include that too in the Resolution. Any other items? Thank you for the administrative agenda increasing it a little bit next time. Two items is hardly worth even discussing.

(END OF DISCUSSION)

*City of Las Vegas***AGENDA DOCUMENTATION**Date: November 5, 1983TO:
The City CouncilFROM:
Ashley Hall
Deputy City ManagerSUBJECT: DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION SUPPORTING A GENERAL ELECTION QUESTION
ON PROPERTY TAX INCREASES BY THE STATE OF NEVADAPURPOSE/BACKGROUND

During the last legislative session, several bills were passed which affected property tax rates. The most significant bill to local governments was AB 449, which allowed entities to levy a higher rate during fiscal year 1983/1984 only, to recoup lost revenues from the economic downturn and poor performance of the sales tax. Also within AB 449 was a provision which allowed for voter affirmation of the increase through a petition mechanism. Advocacy groups throughout the state exercised this right and, in most cases, elections resulted in lower property tax rates.

Through AB 371, an additional property tax increase of 30¢ per \$100 of assessed valuation was mandated for the state and state school support. However, the voters were not given the opportunity to address this increase. During recent months, citizens have voiced their disapproval of this lack of consistency in providing for voter affirmation of tax increases. The resolution before you expresses support to citizens' efforts to place a referendum on the next general election ballot to require that the voter affirmation policy be applied consistently in the lawmaking process.

FISCAL IMPACT

Not applicable since the City of Las Vegas would not receive revenue from increases in State taxes.

RECOMMENDATIONS

The City Manager's Office recommends approval of this Resolution because it supports citizens' efforts to place a question on the ballot at the next general election, requiring a consistent policy of voter approval of both state and local property tax increases.

Agenda Item:

IV (a) B.

RESOLUTION

SUPPORTING A GENERAL ELECTION QUESTION ON
PROPERTY TAX INCREASES BY THE STATE OF NEVADA

WHEREAS, the residents of our community have voiced their dissatisfaction
with increased taxation without voter affirmation; and

WHEREAS, the City Council of the City of Las Vegas, Nevada encourages
citizen participation in the local government decision-making process; and

WHEREAS, legislative precedent has been established to allow citizens
to affirm a proposed increase in local property taxes; and

WHEREAS, recent legislation imposed an increased state property tax with-
out a provision for voter affirmation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las
Vegas, Nevada, at a regular meeting thereof held on Wednesday, November 16, 1983,
that the City endorses citizens' efforts to place a referendum on the next
general election ballot, requiring consistency in lawmaking relative to the
policy of voter affirmation of increased property taxes at both the state and
local levels.

PASSED, ADOPTED and APPROVED this 16th day of November, 1983.

APPROVED

William H. Briare
BY WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

AGENDA*City of Las Vegas*

November 16, 1983

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

ITEM

Council Action

Department Action

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

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

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

1. Service and Material Warrants
In the amount of \$3,329,377.32
2. Payroll Warrants
In the amount of \$668,304.55
3. Other Warrants and Investments
In the amount of \$217,599.45

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

Staff to proceed

APPROVED AGENDA ITEM*Ashley Hall*

10:20

AGENDA*City of Las Vegas*

November 16, 1983

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

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ITEM

Council Action

Department Action

IV. (c) DEPARTMENT OF PERSONNEL &
EMPLOYEE RELATIONS

MICHAEL P. COOL, DIRECTOR

AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)(NOTE: The Personnel Agenda was
held in abeyance until the PM Session
which began at 1:45 PM)

1345

I. BUDGETED VACANT POSITIONS TO BE FILLED:

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY SALARY</u>	<u>FUNDING</u>
Chief of Parks	Recreation	\$1,677	General
Parking Enforce- ment Officer	Engineering	\$1,219	General
Detention Specialist (4)	Detention	\$1,345	General
Field Operations & Security Coordinator	Municipal Court	\$1,250	General
Court Marshal (2)	Municipal Court	\$1,355	General
Senior Office Assistant	Municipal Court	\$1,189	General
Office Assistant	Municipal Court	\$1,077	General

Lurie -

Staff to proceed

APPROVED all
positions with the
exception that the
Field Operations &
Security Coordinator
be considered in the
II. Category on
Page 16.
Unanimous(This position moved
to Category II, Pg. 16)

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

0029

AGENDA DOCUMENTATION

Date: November 16, 1983

TO:
The City CouncilFROM:
ASHLEY HALL
DEPUTY CITY MANAGERSUBJECT:
DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS - AUTHORIZATION TO FILL POSITIONSPURPOSE/BACKGROUND

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

Replace Vacant and Budgeted Positions:

1. Chief of Parks
2. Parking Enforcement Officer
3. Detention Specialist (4)
4. Field Operations & Security Coordinator
5. Court Marshal (2)
6. Senior Office Assistant
7. Office Assistant

Positions to be Created and Filled (Funds Within Existing Budget):

1. Judicial Services Officer
2. Office Assistant (2)
3. Junior Office Assistant (5)
4. Clerk Aide I

Contract Instructor Positions (Self-Supporting):

1. Senior Recreation Instructor (7)
2. Senior Citizens Instructor (16)

Contract Positions (City Pays Benefits):

1. Traffic School Assistant
2. Traffic School Coordinator

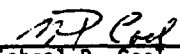
FISCAL IMPACT

There are four groups of employees discussed above: the first, Budgeted Vacancies, are all included in the 1983-'84 budget and are considered critical hires; the second, Create New Positions, are requests from Municipal Court. The projected cost for the remainder of this fiscal year, including fringe benefits, is \$79,697; these funds are available in the City's FY '83/'84 General Fund budget. The third, Contract Instructors, are all self-supporting positions whose fees for the classes taught totally pay their costs; the City incurs no costs for the employee. The fourth group are also contract positions with the City paying the fringe costs only (\$4600) and the Clark County Traffic Survival School paying the salary.

RECOMMENDATION

The City Manager concurs with the requesting departments' recommendations and the staff analysis, and recommends approval of the requested positions.

RECOMMENDED


 Michael P. Cool, Director
 Personnel & Employee Relations

Agenda Item

IV. (c)

AGENDA*City of Las Vegas*

November 16, 1983

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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
POSITIONS (CRITICAL HIRES)48 II. POSITIONS TO BE CREATED AND FILLED
(THROUGH EXISTING GENERAL FUND BUDGET)

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY SALARY</u>	<u>FUNDING</u>
Judicial Services Officer	Municipal Court	\$1,280	General
Office Assistant (2)	Municipal Court	\$1,077	General
Junior Office Assistant (5)	Municipal Court	\$ 929	General
Clerk Aide I	Municipal Court	\$ 674	General

Christensen -
APPROVED as recom-
mended by staff
which included the
Field Operations &
Security Coordinator
originally listed on
page 15, Category I.
UnanimousStaff to proceed

Appearances:
Municipal Judge
Seymore Brown
Mick Little, Court
Administrator
Jackie Crawford,
Director of
Detention Facilit
Tony Valinoti
Clark County
Traffic Survival
School
Mike Cool, Director
of Personnel &
Employee Rela-
tions1436 III. CONTRACT INSTRUCTOR POSITIONS
(SELF-SUPPORTING)

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>HOURLY SALARY</u>	<u>FUNDING</u>
Senior Recreation Instructor (7)	Recreation	\$6.00/hr.	Enterprise
Senior Citizens Instructor (16)	Sr. Citizens Center	\$5.50/hr.	Enterprise

Christensen -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

AGENDA*City of Las Vegas*

November 16, 1983

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

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ITEM

Council Action

Department Action

IV. (c) DEPARTMENT OF PERSONNEL &
EMPLOYEE RELATIONS

MICHAEL P. COOL, DIRECTOR

AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)IV. CONTRACT POSITIONS
(CITY PAYS BENEFITS ONLY)

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY SALARY</u>	<u>FUNDING</u>
Traffic School Assistant	Municipal Court	\$4.50/hr.	Clark Co. Traffic Survival School
Traffic School Coordinator	Municipal Court	\$5.50/hr.	Clark Co. Traffic Survival School

Lurie -
APPROVED
Unanimous

Staff to proceed

Acting City Manager Saylor reported to the Council on current Firefighter Labor Negotiations and indicated a decision will be reached in the near future that will be binding upon the parties. He indicated negotiations not too successful as of this date.

Councilman Levy emphasized his direction to staff that departments be scrutinized as to personnel needs and that perhaps some departmental transfers may be desirable after study. Michael Cool, Director of Personnel & Employee Relations, assured him that this project had already begun and a report to the Council was forthcoming.

APPROVED AGENDA ITEM

Ashley Hall

1437

MAYOR PRO-TEM LURIE: Page 15, Department of Personnel & Employee Relations, we have Item 1. I believe that the Judge is here and I believe there's been some discussion that we would like a full board to discuss these items.

COUNCILMAN CHRISTENSEN: Your Honor, I would move that we table this section until 2 o'clock so that the Mayor can be here to deliberate with us on these.

MAYOR PRO-TEM LURIE: We have, I believe, two public hearings at 2 o'clock. Would the Board come back at 1:45?

COUNCILMAN CHRISTENSEN: I think 1:45 is a good time.

MAYOR PRO-TEM LURIE: Okay. At 1:45 -- then this item will be tabled. Judge Brown, will that be okay with you -- 1:45?

JUDGE SEYMORE BROWN: (He indicates affirmatively.)

MAYOR PRO-TEM LURIE: Okay. Then at 1:45 we'll reconvene and discuss the budgeted vacant positions that's on the agenda. We can take one item concerning a report -- concerning the negotiations on the Fire Department.

ACTING CITY MGR. SAYLOR: Well, after several months of meeting, we've not arrived at any mutual agreements.

COUNCILMAN CHRISTENSEN: Where's that on the agenda?

MAYOR PRO-TEM LURIE: It's not. We're just listening to a report.

ACT. CITY MGR. SAYLOR: Just a report on the labor negotiations. We've not arrived at any mutual agreements. Consequently, we're at the stage in negotiations of our last best offer in binding arbitration which means a decision will be reached which will be binding and hopefully, within the very near future. The reason why we want to bring this to your attention is simply to let you know that negotiations are ongoing and to this date, have not been too successful.

MAYOR PRO-TEM LURIE: Okay, thank you. You'll keep us updated on that as things transpire.

(THIS ITEM WAS THEN BROUGHT BACK BEFORE THE COUNCIL AT 1:45 P.M. ON THIS DATE)

MAYOR BRIARE: Good afternoon, Ladies and Gentlemen. We're delighted to have you here this afternoon with us while we continue the regular meeting of the City Council. The item to be taken up first on this afternoon's agenda on Council's Page 15 are budgeted vacancies to be filled. Mr. Saylor, who is going to handle this?

ACT. CITY MGR. SAYLOR: I'd like to make a couple of general comments first, Mayor. Item One states budgeted vacant positions. These are positions that were in the budget, were authorized and thru one reason or another have become vacant through resignation, death or whatever, and they need to be filled. They are all critical. There is one exception, however. The Field Operations and Security Coordinator of Municipal Court is not a budgeted vacant position. It should have been in the Number Two category, which are new positions to be created.

COUNCILMAN LEVY: Which ones?

ACT. CITY MGR. SAYLOR: New Positions to be Created -- that one, Field Operations and Security Coordinator. However, all of the other positions are recommended for approval as being in the budget and needed.

MAYOR BRIARE: When we discuss this, Mr. Saylor, should we also have in our hand the report from the Municipal Court Task Force? Is that relative?

ACT. CITY MGR. SAYLOR: Well, that is probably more relative to Item Number Two, the second category of the new creates, Mayor.

MAYOR BRIARE: So Field Operations and Security Coordinator should be moved over to Roman Numeral Two?

ACT. CITY MGR. SAYLOR: Into Category Number Two, yes.

MAYOR BRIARE: Then we would have all the others to be considered as a part of Number One?

ACT. CITY MGR. SAYLOR: Yes.

MAYOR BRIARE: Comments by the Council?

COUNCILMAN LURIE: Do you want to take them separately, Mayor, in categories?

MAYOR BRIARE: Whichever you like.

COUNCILMAN LURIE: Okay, on the first item, Replace Vacant Budgeted Positions, I'd move for approval Items 1, 2, 3, 5, 6 and 7 and move Item 4 to the next category.

COUNCILMAN LEVY: That's that Field Operations, right?

COUNCILMAN LURIE: Right.

COUNCILMAN CHRISTENSEN: Now, as I understand it, just to be clear, these are budgeted positions that are now vacant because of vacancies that have occurred since our last budget cut when we changed some of those positions?

ACT. CITY MGR. SAYLOR: Yes, sir.

COUNCILMAN CHRISTENSEN: There are no additions here?

ACT. CITY MGR. SAYLOR: No new hires, no new positions, no new anything.

MAYOR BRIARE: Further comments? (No response.) Cast your votes. Post.
The motion's approved. (UNANIMOUS VOTE APPROVING MOTION.)
So now, we'll go to Roman Numeral Two.

ACT. CITY MGR. SAYLOR: Roman Numeral Two is a different category completely. These are new positions proposed to be created and reference is made to the report that was given to you on the Municipal Court. It does state on the agenda, "through existing General Fund Budget." However, I believe that that is misleading somewhat. What we're proposing on these positions is that they be funded out of revenue generated through the court system and, therefore, they will not impact upon the General Fund whatsoever. It would be creating a new money source -- a new source of income. It's one of those situations wherein additional personnel will generate additional revenue, and on that basis the Manager's Office recommends that these positions be filled.

COUNCILMAN CHRISTENSEN: Are you saying, Mr. Saylor, that this is part of our ongoing process to make more off the services that we have self supporting, like we're doing in Parks and all the other places where as much as possible we're making the users of the facility pay for the cost of the facilities. This is similar of that same thing where the users of the court will be paying for the costs.

ACT. CITY MGR. SAYLOR: Very definitely, Councilman Christensen. What we're saying here is that the Muni Court operation, we propose to take out of the General Fund completely and make it self supporting so that the people that have need of that service, whether they want it or not, will pay for that service.

COUNCILMAN CHRISTENSEN: It's like an enterprise fund, only it isn't an enterprise fund. We're going to work it like an enterprise fund within the budget rather than make it a total enterprise fund.

ACT. CITY MGR. SAYLOR: Right. We refer to it as Special Revenue Fund. It will not impact on the General Fund whatsoever.

COUNCILMAN LEVY: I'd like to hear from Judge Brown, Judge Gregory, or both in what regard -- how they plan to fund this.

COUNCILMAN CHRISTENSEN: What do you want to hear from those turkeys for (laughter).

JUDGE BROWN:

Seymore Brown, Municipal Court Judge. I just want to say, Number One, that the Court currently has sufficient funds through salary savings due to vacancies to pay for the people. It's about \$90,000 for the rest of the fiscal year for these. These employees will pay for themselves as the Court, I hope, moves back to some degree of normalcy. As you saw coming in here, people are waiting in line for an hour, hour and a half -- I know, Mr. Mayor, you don't want that for your people from the City of Las Vegas. In July, the people didn't have to wait in line. If they were there 15 minutes, it was a lot. But I understand with the tax rollback that we had to cut all temporaries and all part-time people. But that took quite a bit of people. We lost 17 in August -- 17 people. That cut me down to a 24-hour court, 7 days a week and holidays, to like opening from 7 in the morning until 8 at night only to the public Monday thru Thursday only. I can't give the people the service, and I feel that we're doing an injustice to those people. I want to give them service. I have to do a lot of things in that court that I don't like to do right now because we don't have the people, and I invite the Council to come into that court and see. We right now have 28,664 traffic warrants which -- God bless -- which to the court on the top represents a total amount of \$3,060,000. That's a lot of money that we have tied up there, but we can't do anything with it because we can't process them; we can't get them out; we can't do the leg work; we don't have the marshals to go out in the field. I have marshals that are tied up transporting prisoners and they shouldn't -- we're paying too much for the marshals to be transports. That's why we need more people. We went over with the Task Force on the positions. We have 60 current employees right now from a total of 81 in July and that's counting the two traffic school employees. We're asking to create 10 positions and out of these 10 positions will give us 74 with the traffic school -- the two people from traffic school. That's all we're asking on the traffic school people is we have one position -- we're just asking to split those. They're going to work 20 hours each instead of 40 -- one girl working 40 hours.

COUNCILMAN LEVY:

Well, those traffic schools are being paid by the --

JUDGE BROWN:

Yes, all except the fringes and by law we have to pay the fringes. Traffic School gave us a grant to pay for these two people that I needed in court and this is before we were in the crunch, but they give us \$24,000 a year for the two people that I have in my court -- especially for traffic court.

COUNCILMAN CHRISTENSEN:

Judge, can I get to the meat of this thing and put it in terms of what everybody seems to understand or misunderstand.

COUNCILMAN CHRISTENSEN: At the time that we had our tax rollback and to cut back the budget to project the budget, we had to reduce the force and by law the first people we had to reduce were the hourly and temporary employees. Unfortunately, a lot of those were in your department, so by law your department was the one that took the brunt of some of these cuts. Now, just to get it right down in layman's language, what we're saying is that perhaps we had too many temporary and part-time employees in your department and consequently, you got the axe and now that we've got everything settled down, we've got to rearrange so that we can get some of these people back and perhaps we as a commission errored in having too many temporary and part-time employees. Took part-time employees in your department and we should rearrange that. As time goes on and we become more experienced with a smaller work force, we may find other instances where we should have cut more in another department and added to another department to equalize things according to what our needs are. Would that be a fair assessment?

JUDGE BROWN: Yes, I think so. But you also have to understand that my staff right now is getting burned out. I have people --

COUNCILMAN CHRISTENSEN: I understand that.

JUDGE BROWN: -- quitting. That's exactly right. I can't get the work out. They're working overtime; they're working on their days off; they're being called in on vacations because we always prided ourselves on giving the people of Las Vegas a good municipal court, efficient, so that many of the programs that I had going are no longer there because that's when we brought in temporaries and part-time to fill the needs of the court for the people.

COUNCILMAN CHRISTENSEN: Let me ask you another question. Would it be wise for us to maybe consider that since the public has told us that they want a little less government, and I can relate to that. I think we have too much government too. That maybe we should eliminate our 24-hour court system and make people come to court various hours?

JUDGE BROWN: I've done that.

COUNCILMAN CHRISTENSEN: I know you've already done it, but maybe we should keep that system and maybe the people that you're asking for should be used to clear the backlog, serve the warrants and so forth, but as far as having a place to pay fines 24 hours a day, is it really necessary under these conditions?

JUDGE BROWN: That's what I've done and I won't go back into a 24-hour court system until I can see that there's a need.

COUNCILMAN CHRISTENSEN: Well, you've answered my question.

JUDGE BROWN: That's why I stopped -- I close up on Fridays. We're utilizing the people on Fridays to get caught up on paperwork so that they're not tied down at the counters.

COUNCILMAN LEVY: Let me ask him a question. We're talking basically, if I added up correctly, approximately \$10,000 a month for the unbudgeted basically personnel that you need.

JUDGE BROWN: About \$90,000 for the 10 people.

COUNCILMAN LEVY: Alright. That's for about 8 months.

JUDGE BROWN: Right.

COUNCILMAN LEVY: That's exactly what I just basically figured out. What did we budget for the income on your side of the -- where are we standing there? May I ask our staff that? Where's the income that we had proposed or budgeted that the courts would bring in?

DEP. CITY MGR. HALL: State the question again.

COUNCILMAN LEVY: Where is our income that we had projected and budgeted for? Where does that stand now?

DEP. CITY MGR. HALL: The income from the Municipal Courts up to this point in time during the months of July, August and September kept pace with last year. October's revenues are falling off dramatically.

COUNCILMAN LEVY: Okay. What I guess I'm saying to you, Judge Brown, is that you basically were talking about having the courts on a self-sustaining basis.

JUDGE BROWN: That's why --

COUNCILMAN LEVY: Then I'd like to ask you, if I may -- I'm not worried about the \$90,000 this year because it's already within your department. I'm more worried about once we get it rolling are we going to be able to continue the funds for them without increasing our budget, and where are you going to get that money?

JUDGE BROWN: In getting together with the Task Force and if we accomplish what their thinking is as far as putting us on a special revenue account, the court will run the court on the court's revenue, and I have to in what they say in the Task Force report -- at the end of the fiscal year, if I am below that, then I have 90 days to make that up and at the end of 90 days, I have to come before the Council to explain to them why I am below that figure.

JUDGE BROWN: I like that idea. I want the court to run the courts.

COUNCILMAN LEVY: Alright. Let me cut you off and go back to staff again. If that is the case, is that a good deal for us or is it a bad deal? At the end of last year was he self-sustaining or did we make a profit basically, quote, unquote? A plus in the court system or are we losing money if we allowed his department to use the funds that they collect?

DEP. CITY MGR. HALL: Last year, Councilman Levy, it was just about a wash.

COUNCILMAN LEVY: It was a wash? In other words, a break-even situation.

DEP. CITY MGR. HALL: They were in the black, yes, as of July 1.

COUNCILMAN LEVY: But not much?

DEP. CITY MGR. HALL: Not a whole lot.

COUNCILMAN LEVY: See, in other words, I don't want to sit there and say, "That's fine, Judge Brown, you keep yourself in a wash," when last year we were projecting two or three hundred thousand dollars to run our other departments from your --

JUDGE BROWN: - I --

COUNCILMAN LEVY: We weren't doing it, so that's fine.

JUDGE BROWN: That's right, but I feel that last year we were quite a bit over. I'm saying quite a bit -- that we made money.

COUNCILMAN LURIE: Well, there seems to be some conflict in reports on whether or not the court made money. There was a report that came out I saw that the court lost \$100,000.

JUDGE BROWN: No way.

DEP. CITY MGR. HALL: Well, I think it depends, gentlemen, on in terms of what -- once again, with the Municipal Court being in the General Fund, it depends on what management charges the courts for services the entire City renders to the Municipal Court within the General Fund. To be honest with you, we could almost make it even in terms of the number of things we could charge them too, but last year, on the basic charges that we charge Municipal Court for the services rendered, they still came out -- I can't recall the figure right now, but it was a few --

COUNCILMAN CHRISTENSEN: What you're saying is that you could jockey the figures to make it show a profit or a loss, but if you put it under a special fund, then it won't -- then it will be properly accounted for so we'll know.

DEP. CITY MGR. HALL: Well, the figures -- about \$50,000 -- they were in the black about \$50,000 this last July.

JUDGE BROWN: I don't think in the 10 years I've been here that we've ever been in the red.

COUNCILMAN CHRISTENSEN: I'm not so sure a court should be a profit-making situation. It's not designed for that.

COUNCILMAN LEVY: Well, we're not looking for profits. It's not that type of situation. I'm just making a point here that we could be giving away too much and our budget would be lopsided on the negative side. If we were looking -- not for a profit and I don't want to use that term -- as long as we refer to the black in that area and last year we had projected that and now, we're shorting ourselves more.

JUDGE BROWN: I think the better terminology would be that we have never as far as I know been in the red since I've been on the bench.

COUNCILMAN LEVY: Well, that's because you never threw the jail in, Judge.

JUDGE BROWN: The jail isn't part of the court.

COUNCILMAN LEVY: The cost of the jail. But you guys sure use it as a weapon (laughing). You've got control of it. We certainly -- I don't put anybody in it.

JUDGE BROWN: I put somebody in but I don't have control over it.

MAYOR BRIARE: I don't know if I'm the only one that disagrees with the fact that the Municipal Court should not be used for the purposes of generating revenue. For example, is it not so that -- I wonder how the Sheriff is doing in his ticketing of speeders through school zones to pay for crossing guards. Have we ever gotten a reading on that?

JUDGE BROWN: I haven't. Mick, do you have a reading on that? Marsha?

COUNCILMAN LEVY: They started off like a house afire.

JUDGE BROWN: October went way down, but the first few days in November was way up. I think one big thing is it's showing a lot of people to slow down for school zones because they are getting cited and they are getting fined heavily.

MAYOR BRIARE: It worked very good? That is what I mean, although --

JUDGE BROWN: It would be nice if they didn't write any tickets.

MAYOR BRIARE: Yes, of course, but I also think that people who are cited including yours truly when the time comes that, by golly, they should pay. They should certainly pay more than just

MAYOR BRIARE: keeping the courts on a breakeven basis.

JUDGE BROWN: That's it, but --

MAYOR BRIARE: I think it should be a revenue-producing department.

JUDGE BROWN: Well, no, you're wrong, Mayor, and I'll quote from court organizations from the American Bar Association.

MAYOR BRIARE: Well, now, you're not going to quote me any law now, are you?

JUDGE BROWN: No, no. It says, "The use of courts as revenue-producing agencies is a continuing abuse of the judicial process." That's all.

COUNCILMAN LEVY: That's not an attorney speaking. He would have given us three paragraphs.

JUDGE BROWN: That's right.

COUNCILMAN NOLEN: Your Honor, I've have to ask in regard to that though, who initiates the citations that come before your court? The police department, right?

JUDGE BROWN: Right.

COUNCILMAN NOLEN: They have to be paid somehow, and I would say that those violators and those people out there that cause us to -- by their violation of ordinances and statutes that cause us to have to have a police department, they cause us expenses and, therefore, we should get that back, and the way we get that back is when they come before you. So in the respect of creating revenue or a profit, no, not a profit that we can go by later and say, "Look at the money we made this year," but not only pay for the expense of operating that court, but the expense of maintaining enforcement and incarceration facilities and what have you. Those things have to be paid for and they should be paid for by the user.

JUDGE BROWN: I refer to, Councilman Nolen, the function of a trial judge. One item in here I'd like to just read. "A court can no more function properly with inadequately trained or incompetent personnel than it can with a staff inadequate in size." That's where the problem comes in. The problem comes in, you have to have the personnel, but I agree with you -- I agree with this Council that the people that violate the law pay for that court and that's my philosophy and has been ever since --

COUNCILMAN CHRISTENSEN: But the court wrote the manual.

JUDGE BROWN: The American Bar Association.

COUNCILMAN CHRISTENSEN: Oh, okay.

COUNCILMAN NOLEN: I of all people know that you have to have adequate staff to maintain the court. What I'm saying to you is that, you know, you were referring that the court should not make money or not be looked upon as a source of revenue. I disagree with that. I think we have to look to the court as a source of revenue to fund the other things that make that court necessary.

JUDGE BROWN: You do as a legislative body as a Council, but as a court, as a Judge, no. I want to make sure that the people coming to court are treated justly, fairly and efficiently. Can they get through, and how? And that's my feelings. I don't look at the money because \$5 to one person might be like \$100 to another, and the Judge has to take that into consideration. He can't fine everybody \$100 because \$5 to another person might be -- and I have people in there I give \$20 fines to and they say, "Can I have three months to pay it?"

COUNCILMAN NOLEN: You have many cases where you have no choice but to fine them \$100.

JUDGE BROWN: That's right.

COUNCILMAN NOLEN: The Legislature in their wisdom --

JUDGE BROWN: That's right.

COUNCILMAN LEVY: Judge Brown, this new fee schedule that we just set up this morning regarding the parking tickets --

JUDGE BROWN: Yes, sir.

COUNCILMAN LEVY: Will that affect you?

JUDGE BROWN: Positively.

COUNCILMAN LEVY: That's in your pot too?

JUDGE BROWN: Yes.

COUNCILMAN CHRISTENSEN: Is that "positively" or "postively"? (Laughter)

JUDGE BROWN: It will affect with the higher fines, but it was also my idea to raise the fines and also --

COUNCILMAN LEVY: Are the meter mollies yours? In your department?

JUDGE BROWN: No, that's under Al Bossi, Traffic Engineer. And I don't want them under the courts..

COUNCILMAN LEVY: You've got all the expenses and none of the -- no wonder you break even.

COUNCILMAN NOLEN: Won't it lighten up the warrant load somewhat when you no longer have to issue warrants on parking citations?

JUDGE BROWN: I'm sorry.

COUNCILMAN NOLEN: Do you issue warrants on parking citations?

JUDGE BROWN: Yes, we do.

COUNCILMAN NOLEN: Under the decriminalization, you will no longer have to issue warrants for those parking citations, will you?

JUDGE BROWN: No, we will issue, I guess, civil process.

COUNCILMAN NOLEN: Will that be handled through the Court or the City Attorney's Office?

JUDGE BROWN: City Attorney's Office.

COUNCILMAN NOLEN: So it won't impact you. Actually, it'll decrease your work load.

JUDGE BROWN: No, but we are the ones entering in the parking tickets, recording the fines, and that -- we also have people that are researching parking tickets to get these people in and say, "Look." I'm looking into now a computer system, the TBS Computer System, which we will utilize on parking, and on failing to appears, and we're waiting now for word from them to install that. We, again, need space. Space is a big item with us also.

COUNCILMAN NOLEN: Who will the transportation people -- to and from the Detention facility come under? Does that come under you?

JUDGE BROWN: Jackie Crawford.

COUNCILMAN NOLEN: They won't be under you at all?

JUDGE BROWN: No.

COUNCILMAN NOLEN: Do we have any positions, Mr. City Manager, regarding those? Are any positions vacant or open, or do we have any plans for that?

JUDGE BROWN: Two. There are two positions for that.

COUNCILMAN NOLEN: That are open now?

JACKIE CRAWFORD: Yes, they are.

COUNCILMAN NOLEN: What's the status on filling those?

JACKIE CRAWFORD: Well, you just approved it, so --

COUNCILMAN NOLEN: Where?

ACT. CITY MGR. SAYLOR: On the first part. Detention Specialist, Number Four.

COUNCILMAN NOLEN: Alright, but how long have those been in existence? Didn't we just create that somewhere along the line?

JACKIE CRAWFORD: Since the day the budget was created for this department. They were transferred to our department.

COUNCILMAN NOLEN: Are we paying these people the same thing that we pay the Marshals that work the field and serve the warrants?

JACKIE CRAWFORD: Yes.

COUNCILMAN NOLEN: Doesn't that seem like a waste of money? All you're talking is a taxi driver as opposed to a man that goes out there and risks his life to arrest people and put them in jail. I think that's wasting dollars. You're talking somebody hauling someone from Judge Brown's Court down to the Detention facility and back and that's a waste. I think we can get it done cheaper.

JACKIE CRAWFORD: May I address this issue, please? Not only will we transport the inmates to and from, but these people also will be utilized in other capacities when we're not transporting. That's why we decided to bring it under our jurisdiction. Once they -- let's say there are some timeframes, you know, where we don't have to go into the transporting. These individuals will be either working at intake, visitation, or they may even be out in the roving area there. So we're not looking at just a transportation team.

COUNCILMAN NOLEN: It seems like we're creating another monster then. We're using Detention Specialists for transporting people again. It just seems the same problem we had with the Marshals. These people -- the Marshals should be out serving the warrants and not taking care of the paperwork of the court rather than transporting people back and forth, and it seems you can break these down and get it done for less than we're paying. I think we're overpaying for this position.

DEP. CITY MGR. HALL: One comment right quick, Councilman, if I could. One of the reasons we asked or determined that it would be best for transporting those prisoners under the detention people was because that's another function that they would perform as Detention Specialists. We don't need full-time transporting people. We only need people there an hour to an hour and a half a day transporting. The rest of the time they can be utilized in other capacities within the detention facility itself, whether it be intake, whether it be actual supervision, or other areas, but we don't need people on a full-time basis just transporting. We don't want to use them like that.

JUDGE BROWN: Also, that will be cut down as soon as they install the video equipment. We're going to do the video arraignments with the Detention Center and very few of them will be transported, not like it is now.

COUNCILMAN NOLEN: How far along are we on that?

JACKIE CRAWFORD: We're looking at approximately three weeks.

COUNCILMAN NOLEN: Three weeks.

DEP. CITY MGR. HALL: I might say too on that, we just got permission from the FCC to hook up a microwave link from City Hall to the Detention facility through our congressional delegation to do that, effective, it was approved on November 4th.

COUNCILMAN NOLEN: Your Honor, what's a Judicial Services Officer? You have a request here for a Judicial Services Officer for \$1,280 a month.

JUDGE BROWN: That's a person in charge of the Marshals.

COUNCILMAN NOLEN: What is a Field Operation and Security Guard?

JUDGE BROWN: Oh, that's the one. Judicial Services Officer, that's the one that releases people from jail. That's the people that I have that go up to the jail, interview these people, and get them out of jail. If a person is in jail over three hours, they charge us a fee for that, am I not correct? Is it three or five?

MICK LITTLE: There is a holding cost after five hours. My name is Mick Little. I'm the Court Administrator. Maybe I can answer a detail for you, rather than His Honor. Our Judicial Service Officers, we've expanded the

MICK LITTLE:

program to a 24-hour operation in the jail annex per se and the court. We did this due to the Consent Decree that we've lived under for several years now and also due to the fact that there are additional holding costs when someone is in that facility for over five hours. Therefore, if we can make contact with all those that are booked in on city charges, make a determination as to whether in a professional's judgement the person should be sent and transported to the City Detention Center, possibly released, or with a recommendation to the judge to let him go, set his court date, whatever the case may be. We have more opportunities to bring the body, the subject, the defendant, back in front of our court. We found that prior to doing this program many people were being booked into the jail on our charges and before someone from our court could contact them they were being released under depopulation orders and sometimes they didn't even receive their court date, just through the bureaucratic paperwork, not properly informing the individuals. This doesn't happen at this point with this type of service.

COUNCILMAN NOLEN:

Do you propose to pay this person more than you pay the Supervisor of the Marshals? It seems like that's an in-house office job, interviewing people in a detention facility, rather than a person that's out there on the street. There again, it seems that's excessive to me.

MICK LITTLE:

It's my understanding that the Field Operations position would be negotiated after a Civil Service Board helps us go through the policies and procedures of the Department of Personnel Hiring. I believe that's --

COUNCILMAN NOLEN:

Our backup data says that we would propose to pay them \$1250 -- that the monthly be \$1250 a month and the monthly salary of the Judicial Services Officer \$1280. What are the qualifications of the Judicial Services Officer?

MIKE COOL:

That's a starting base salary for the Field Operations Officer. That range runs from \$15,000 to \$30,000 annually. I believe what the Judge and Mick have talked about is that depending upon the qualifications of the person that they would actually place in that job, they have the ability to place them anywhere in that range from \$15,000 annually to \$30,000. More than likely in the past, we would not, of course, have a supervisor being paid less than the person that's working for them.

COUNCILMAN NOLEN:

What's the qualifications for the Judicial Services Officer? Does this salary include perks?

MIKE COOL:

That particular salary is the base salary without any fringe.

COUNCILMAN NOLEN: So you're talking another 26% on top of that?

MIKE COOL: That's correct. If you tack the fringe in, you're talking another 26% on top of \$15,000 annually -- roughly \$18,500. The minimum qualifications for this job are a 12th grade education, 2 years in the law enforcement field.

JUDGE BROWN: That also -- it saves us money to have somebody there to get these people out.

COUNCILMAN NOLEN: Oh, I agree. I'm just looking if we can get it done cheaper.

JUDGE BROWN: We're making money on it, you know.

COUNCILMAN NOLEN: For those qualifications, there's a lot of people out there that's out of work.

MAYOR BRIARE: Judge, do we spend more money putting them in jail or getting them out of jail?

JUDGE BROWN: I don't know, Mayor. I really don't.

MAYOR BRIARE: It's about even. You do everything you can to throw them in jail and you do everything you can to get them out.

COUNCILMAN CHRISTENSEN: The expense of the Police Department I would imagine would be putting them in.

COUNCILMAN NOLEN: What does it cost to keep someone in jail for a day?

JUDGE BROWN: I think Jackie -- it was \$72. What is it now with our Detention facility?

COUNCILMAN CHRISTENSEN: The reason we keep asking these questions of Jackie is it's a lot better looking at you up here than Seymore. (Laughter)

JACKIE CRAWFORD: Currently today our costs are \$47.50 and that includes the total package from supervision on into the medical and the food, and I think that that's relatively decent costs compared to the national average right now. It's approximately \$78.

COUNCILMAN LEVY: I think it's fantastic.

COUNCILMAN LURIE: I still say we're the best buy in Las Vegas.

COUNCILMAN NOLEN: What does it cost to keep someone in Metro?

JACKIE CRAWFORD: That's difficult for me to project. A year ago, I think they were going to charge us \$80 a day.

COUNCILMAN NOLEN: That is a good fee.

MAYOR BRIARE:

This report that we have from the Task Force, in my opinion, having listened to a few of the discussions, and perhaps we should have some more, but it seems to me like this might be a good approach, but I think it should go even further, Judge. I think that every dollar that can possibly be laid on the municipal courts should be, and that includes what Councilman Nolen properly brought up with respect to issuing citations by Metro, and then go ahead -- I'm just kind of thinking out loud, Judge -- go ahead and let you run with it for a year. But the Municipal Court should be charged every dollar that's properly associated with the operation of a municipal court including everything there is, and then, tack on some more.

DEP. CITY MGR. HALL:

You'll notice, Your Honor, that the figure we have put in that Task Force report for administrative charges -- our best estimate right now is around 27%.

MAYOR BRIARE:

Right. That and then it could be expanded further. I think what Judge Brown and his fellow judges are trying to do is that they're trying to collect enough money to make the thing break even, or I would like to refer to it as a profit-making department -- that profit being used to lower the burden on the other tax sources that we have to use and that from time to time are cut back.

JUDGE BROWN:

But I can't do that without people. That's the big thing.

MAYOR BRIARE:

Right, and I think that's why we're spending so much time here today, Judge, to maybe determine if we can make it unnecessary for you to be coming back all the time everytime you need one person or another person. You know, you're a nice guy but I don't like to see you up here.

JUDGE BROWN:

I don't like to be up here.

MAYOR BRIARE:

What I dislike even more though is when all of a sudden these mysterious pockets of money keep coming up, and the general impression, even though they were budgeted -- even though it's been budgeted, the general impression amongst the public is that there is money around, but the services that your courts were cut back on -- now, you've already admitted that, you know, you want to provide a service -- I think we want to provide services in all departments, and if the people on one hand want to cut back on their taxes, they know they're going to have to not have the same quality of services that they had in the past.

JUDGE BROWN:

But it hurts me --

MAYOR BRIARE:

Judicially, and from the standpoint of your wanting to do a good job, the same thing -- this Council wants to do a good job. You want to go ahead and do what you used to do, but you want to do it on a lot less money.

JUDGE BROWN:

Well, it hurts me to have somebody there mad about a citation anyhow to have to wait in line an hour and fifteen minutes before they get to a window because they don't have enough people to man that window. And as you see going to work, there's lines and lines. The other day it was all the way down the steps.

MAYOR BRIARE:

And, Judge, all the people who do not appear in court could care less.

JUDGE BROWN:

Exactly right.

COUNCILMAN LURIE:

Let me ask a question if I could. The report we have, I think, is very important -- the report that staff put together and our current staffing level of 1300 people. When you look at from 1975 until now, we've had a big reduction in the amount of people that we have, yet the City has grown considerably. The people demand more services. There's been more citations. I think we have to run this City like a business. We have to take each department individually and look at their needs and requirements because we're providing a service, and you're providing a service to the people once they're fined or come in to pay a citation or to get information and we have to be able to take care of them, and I think that the request is one that we have to consider. We have to consider other areas, other departments, one at a time. The thing that I want to know is many of the people who were laid off because they were temporary or hourly employees -- if this is approved today, are these people going to be given a priority on getting their jobs back since they've already been trained? Are we going to go out --

JUDGE BROWN:

You'll have to talk to Mike on that. I don't know.

COUNCILMAN LURIE:

-- and retest.

COUNCILMAN LEVY:

You'll have to look at the rules.

COUNCILMAN LURIE:

Pardon me?

COUNCILMAN LEVY:

You have to look at the rules.

COUNCILMAN LURIE:

Well, I think we have to take a look at that because I think that's important because you already have people that are trained, people that are qualified, and should be given the opportunity to be rehired, if we're going to approve this today.

MICK LITTLE: Councilman Lurie, if I may, all people that were attritioned out due to the rollback were counseled individually by myself and our operations manager as to what they need to do to continue with any kind of employment with the City of Las Vegas. In other words, we assisted them in everything that we knew about that was open at the time on the regular level as opposed to their leaving a temporary status. Quite frankly, we've had many of them call us back to keep in touch. We again, have encouraged them to do everything they need to do at the Department of Personnel to qualify for those positions that are strictly Civil Service.

COUNCILMAN LURIE: So what you're saying is you're going to go back and re-advertise and re-examine and give oral boards and come up with a list. Is that right, Mike? I mean, I don't particularly like that process.

COUNCILMAN LEVY: Well, you might not have any choice.

MIKE COOL: Excuse me. We have already tested quite a few of the people that were laid off in the August testing. In fact, in the areas that the Judge and Mick are asking for, most of those are clerical, as you'll see, when you get past the first position. They're Office Assistants. Mick and his staff have already looked over our list. We have Civil Service Eligibility Lists. We will not have to readvertise. There are already lists existing. The majority of the people on those lists are a group of the young ladies that were already laid off. They're already trained. Mick's staff, if you so approve this, are ready to hire them.

COUNCILMAN NOLEN: How long before they'd be on line and start helping out with the problem?

MIKE COOL: They can be there in a day. They've worked in the court up through August. They know the systems unless the Judge and Mick have changed some during the last two months. They should be on line within a day or two.

COUNCILMAN NOLEN: I have only one other comment I'd like to make. I think not only Judge Brown and the other judges desire to have an efficient system, I think they have an obligation to have an efficient system.

JUDGE BROWN: Positively.

MAYOR BRIARE: Is this Task Force ready to be implemented -- pardon me -- are the recommendations ready to be implemented?

ACT. CITY MGR. SAYLOR: For all practical purposes, yes. We'll have to introduce an ordinance to put them under a special fund -- a special account, but these can be put into effect.

JUDGE BROWN: What we're also looking at, Mayor, is the 27% overhead. We want to know how that 27% was --

MAYOR BRIARE: Right off your bench. In other words, just tack 27% on to every ticket you enforce.

JUDGE BROWN: Right. Well, we'd just like to know where they come up with the 27% figure, that's all, and that's about the only thing I think, Mr. Hall. Everything else looks good and I like the idea. I feel that the court should run the court.

DEP. CITY MGR. HALL: I'd like to say too, Mayor, that we do have -- Mr. Ogilvie -- we've referred -- make a request on Mr. Ogilvie to commence the process of researching and drafting the appropriate ordinance to come back before this Council.

MAYOR BRIARE: I think it's important that this Council express itself, however, with respect to whether this should be a profit-making department or not. Now, again, we have to gently use that word "profit making." But I think the courts, and I'd like to hear from the Council as to what they think. I think the courts should generate more than the money that's necessary to run the courts, and that the money that they do generate over and above the budget that you set up and are reviewed from time to time, that those monies be used for some of the other areas of government, probably mostly Metro.

COUNCILMAN LEVY: Mr. Mayor, along those lines, to really charge their department. I brought up a little bit earlier, as I think that the mollie maids, the jail, and these other departments should be charged off in some of the expenses, and probably part of Metro's bill, be really charged off because in other words, it's all intertwining. They're taking the profit from the mollie maids -- when I say profit, I mean the income from the mollie maids, but they're not paying the expenses of them.

JUDGE BROWN: Mollie Maids?

COUNCILMAN LEVY: The Parking Enforcement ladies. The ones that drive around in a little two wheeler.

MICK LITTLE: No, we don't get the traffic income, do we?

JUDGE BROWN: That goes to a special parking revenue fund. That's a special fund.

COUNCILMAN LEVY: Alright. Fine the jail. You use, as I said a hammer, and you're the only one -- the four of you are the only ones that put anybody in that facility and let them out.

JUDGE BROWN: That's right. Councilman Levy, what would happen if we put everybody in jail that came to the court?

COUNCILMAN LEVY: No, I'm just saying --

JUDGE BROWN: Let's say one hour, two hours, three hours or more. I'd break the jail, Number One. Number Two, you wouldn't have a penny.

COUNCILMAN LEVY: No, I didn't mean that. All I'm saying is that is your basic facility down there for your penalty for not -- whatever the reason may be, and if you really wanted to say, "Okay, this is going to balance your books," which I'm not suggesting. Don't misunderstand me. But that jail should be part of your costs of doing business if you really analyzed it. I mean, I'm not suggesting that.

COUNCILMAN CHRISTENSEN: Your Honor, in order to address the question you asked, which I think has some bearing on this, I have to respectfully disagree unless it's well qualified about what makes a profit and what doesn't. If you attribute all the courts, jails and everything else as a cost to be borne by those people who receive traffic tickets and are caught, etc., it's really unfair because when you start talking about what a service the courts provide, the first thing you think, and you even articulated it when you said that the people that are not standing in line don't really give a cuss. But you do provide a service to those people. As you drive through this community -- I'm talking about traffic alone. That's not taking into consideration shoplifting, vagrancy and prostitution and all of the things that come with it -- but just take traffic alone. It provides a service to me when the court prosecutes a traffic offender because that's one traffic offender I don't have to contend with on the street, where if I do have to contend with, he's been fined, he's thinking more, etc. So really we all receive a service from the courts. It's very difficult to say that courts should be paid for strictly by those people who go through the turnstiles of the judicial system because without -- we have to recognize the judicial system provides a service for the whole community.

JUDGE BROWN: But look at the district court. They take in very, very little money.

COUNCILMAN CHRISTENSEN: Well, that's the same situation.

JUDGE BROWN: Exactly right.

COUNCILMAN CHRISTENSEN: You see, they've done me a great favor by taking the burglar off of the street.

COUNCILMAN LEVY: Or the drunk.

COUNCILMAN CHRISTENSEN: Or the drunk, or they've helped my tourism by taking the vagrant off the street. They helped my tourism by taking

COUNCILMAN CHRISTENSEN: the prostitutes off the street, which helps my business, which helps me. So you can't draw that final line like you can in a business. I think that setting up this special fund goes a long way toward doing what we're trying to do to make sure that we're not wasting the funds in the court by having people stumble over one another and everything, and I have no problem with that philosophy even though I can't go along with the courts making a profit because I don't think you can define a profit out of the courts that finally. I don't think it can be done. If you did, we'd be in a great profit-making situation because then all the building department would have to be profitable, the courts would have to be profitable, we would have to be profitable. We'd have to charge admissions to these meetings. (Laughter) Maybe sometimes we should. Therefore, I WOULD LIKE TO MOVE THAT WE FOLLOW THE RECOMMENDATIONS OF THE STAFF AND APPROVE THESE POSITIONS.

MAYOR BRIARE: That would be the Task Force findings?

COUNCILMAN CHRISTENSEN: Pardon?

MAYOR BRIARE: Would that include the recommendations with respect to the efforts by the Task Force?

COUNCILMAN CHRISTENSEN: Yes.

COUNCILMAN LURIE: How can you do that? That's not before us. Before us today is the filling of positions. The other ordinances has to come before us.

JUDGE BROWN: It has to come up.

DEP. CITY MGR. HALL: That's correct.

COUNCILMAN CHRISTENSEN: It's really moot because we can direct the Task Force to continue the study and come back with it and then we can approve it or not approve it. We don't even have to have a motion to tell them to do the study, so it's moot, really.

MAYOR BRIARE: It seems to be, Councilman, that whether we're voting on the findings of the Task Force, I think it's understood that if this motion is approved, the Task Force findings would be utilized or put to ordinance form.

COUNCILMAN CHRISTENSEN: That's right. They have to come back to us.

COUNCILMAN LURIE: That's right.

CITY ATTORNEY OGILVIE: Mr. Mayor, I haven't seen the Task Force report, but I would like to advise the Council that I have some

- CITY ATTORNEY OGILVIE: constitutional problems with respect to setting up a special fund. I'm not saying that there are, but I have some questions that have to be resolved before we can do that.
- COUNCILMAN CHRISTENSEN: If you want me to rephrase my motion, I will -- THAT WE FOLLOW THE RECOMMENDATIONS OF STAFF AS FAR AS THESE POSITIONS ARE CONCERNED and then I will further say that I hope the Task Force continues with the research and it goes to the Attorney's Office and then you can come to some agreement and bring it back to us and we can approve it or not approve it based on your findings.
- COUNCILMAN LEVY: Now, will these positions that you're talking about -- will they be good until the end of the fiscal year when we can sit down and Judge Brown will be back to us and tell us and tell us how he's doing.
- COUNCILMAN CHRISTENSEN: Next fiscal year, we've got a whole new budget. We have to do it all again.
- JUDGE BROWN: Councilman Levy, like the others that you approved today, those are people that left or transferred to another department and died, etc. like that, and I don't think -- there must be some way that we can fill those positions without coming here once a month and asking you. There must be some way for those people that are budgeted positions that are there --
- COUNCILMAN CHRISTENSEN: Well, we have a problem with that, Judge, because we established a long time ago that in order to make sure that these positions weren't just filled automatically that we would have to determine a need. However, I can't recall since we adopted that policy when a need was shown that we didn't fill the position. It's just that we have to have control over it so that the whole world can see that we are in fact doing exactly what the taxpayers told us to do and that's to reduce the government, and we've done that, and we've done it by large numbers of people and we've done it just by following this critical hire policy which we all have to live with and I have no problem with that, but I don't think you'll be cut back. As far as approving them beyond the next fiscal year, we don't do that anyway because every fiscal year we have to adopt a new budget.
- JUDGE BROWN: New budget, right.
- COUNCILMAN LEVY: I'd just like to make a comment along those lines. Not only for your benefit, Judge, but for people who are here in the audience. The Task Force give us a chart, or our staff give us a chart of our employees. As of I guess this past October we had 1304 employees. A year ago October we had 1630, which is an approximate 20% drop.

COUNCILMAN LEVY: In 1979 we had 1570. Over 250 people we have less today than we had in 1979.

DEP. CITY MGR. HALL: I might add, Councilman Levy, that you'd have to go back to 1977 before you would get a figure around the 1300 mark that we're at today.

COUNCILMAN LEVY: Certainly our population and our operations certainly haven't changed.

COUNCILMAN CHRISTENSEN: Which indicates that we're doing exactly what the taxpayers told us to do -- less government, and I agree with them.

COUNCILMAN LEVY: I'd like to also bring one more thing to our staff. I don't know if I requested it. I thought I did. But I'm going to request it one more time. We may be having the same problem that Judge Brown is having in other departments where we had a -- and the Senior Citizens. I know we had it there too. Where we dropped so many hourly and temporary who were just starting up with these temporary people that we shorted that department too many. And I think maybe we didn't hurt some of the departments enough. I don't want to get into building, zoning or whatever. I don't want to start, you know. But I think I requested, and if not, I am requesting now, that we get involved and find out in which departments where we can move some people around, and I don't know if that's being done now, Mike, or not and if I need to get into that, and I ask that report. I want to get in there and see what we can do about adjusting some of these departments. I'm not looking for new monies or new hires. I'm talking about moving people from department to department -- a secretary from one staff to another.

MIKE COOL: Yes, Councilman, that project was started at your request at the last meeting and it is just about completed and I think you are going to be amazed by some of the figures broken down department by department. We'll have that typed in all of your hands.

COUNCILMAN LEVY: Thank you.

MAYOR BRIARE: Are there any further comments or questions on Councilman Christensen's motion? (No response.) Cast your votes. Post. The motion's approved. (VOTE: UNANIMOUS APPROVAL).

JUDGE BROWN: Thank you very much, gentlemen.

MAYOR BRIARE: The next item is Roman Numeral Three for Self-Supporting Contract Instructor Positions for the Senior Citizen Center.

COUNCILMAN LEVY: I would also like these departments -- please, Don, tell us what these are for the audience.

ACT: CITY MGR. SAYLOR: They're instructors for special classes -- the recreation -- seven recreation instructors hold classes and the revenue they get from the people that are taking the classes pays for their salary. The Senior Citizen instructors, same situation. They have special classes, people pay to take that class and that pays for that salary. There's no general fund money involved.

COUNCILMAN CHRISTENSEN: I'LL MOVE FOR APPROVAL.

MAYOR BRIARE: Comments?

COUNCILMAN LEVY: Yes, one comment. No ticky, no laundry, right? If they don't have enough people for their class, no class?

ACT. CITY MGR. SAYLOR: Right. If there's not enough people taking the class to pay for the instructor, the class is cancelled.

MAYOR BRIARE: Further comments? (No response.) Cast your votes. Post. Motion's approved. (VOTE: UNANIMOUS APPROVAL.) Roman Numeral Four for the Traffic School Assistant and the Traffic School Coordinator. Benefits only.

JUDGE BROWN: May I address that, Mr. Mayor, again. Seymore Brown, Municipal Court. Can I say that's all we're doing here is splitting one position into two part-time positions. That's all. The Traffic School gives us \$24,000 a year for those two positions, and which they don't need to do, but I saw them about a year and a half ago, and they give us the money for that -- \$24,000.

MAYOR BRIARE: You convinced them.

COUNCILMAN LEVY: MOVE FOR APPROVAL.

COUNCILMAN NOLEN: Your Honor, I have one question. One problem I've had with it and that I've had with all contract employees since I've been here is why we have to pay -- the City, I mean -- have to pay the retirement benefits and what have you for these people. The City Attorney advised that we don't have to, the school can do that.

JUDGE BROWN: Number One, I don't think the school has the money to pay. They're having a little problem right now, and Tony here is the Chairman of the Budget Committee for the School. We're having a little problem with the School. They are having a problem. They had to cut back wages and everything else.

COUNCILMAN NOLEN: They'd have a bigger problem if you weren't referring people to them though. They wouldn't exist without your referrals.

JUDGE BROWN: Well, they would exist. There's always people in the other courts, but they would have a bigger problem, but yet, given this \$24,000, I don't feel that now that they're having a problem I can go to them. Maybe after the fiscal year I can go and say, "Can you give them a raise or something," or "Take care of the fringes."

COUNCILMAN NOLEN: You know we cut that I recall three times. I think it was the NDA, and that Nevada Emergency Team. That Net Council or whatever it was. We cut them out of this kind of funding and here we're doing the same thing. I asked at that time if there was any more like that. I was told, "No," and here they are -- two people, or actually one person. It's two bodies, but when you get right down to it, it's only for one person. But we're doing the same thing. The taxpayers are paying for their retirement when really they're not our employees.

JUDGE BROWN: Councilman Nolen, both of those people are bilingual. They serve a need in that court and they are very helpful. The one girl that traffic school pays for sits all these people up on installment payments, and I don't have the people to do that, and getting a \$24,000 grant from them is a godsend because my people -- I don't have the people to do it, and I can't say to these people, "You owe \$200. Pay it today."

COUNCILMAN CHRISTENSEN: What you're saying, Judge, is that we get part of what the Traffic School's paying for free.

JUDGE BROWN: Exactly right.

COUNCILMAN CHRISTENSEN: And you're going to cover it?

JUDGE BROWN: That's right.

COUNCILMAN LEVY: You're going to cover the dollars?

JUDGE BROWN: Yes. It's the fringes -- that's all. That's all I'm asking for is the fringes.

COUNCILMAN NOLEN: The problem is, doesn't this person do the work that's necessary because of the School? If we weren't using the School, we wouldn't need some of the work that this girl does?

JUDGE BROWN: Oh, no.

TONY VALINOTI: Excuse me. Tony Valinoti. We keep referring to them as persons. We supply 40 hour a week, however it's split up. They're supplied to help the Judge because at the time they were supplied, he had a bilingual problem and a payment problem. He came to us and explained to us what

TONY VALINOTI:

the problem was and we gave him the 40 hour a week, whether it be one person or four persons. The \$24,000 we had some heated discussions over when things got into the situation we're in and everybody agreed that if we cut anything, this would not be it from what he was explaining to us. We don't directly derive anything from the 40 hours that the person gives in his courtroom. We get students from other courts that we do not supply the person to. We give it to Judge Brown because he came to us and said, "Look. The City doesn't have the money. I need this person. Would you people fund it?" And that's what it amounts to.

COUNCILMAN NOLEN:

From Judge Brown's court to school, how does that person get there? How is he referred there? Does he just automatically know that he can go there, or does one of his staff members have --

TONY VALINOTI:

No.. The same way he is as from Judge Bixler's court. He's instructed that he can go to the school to reduce the --

COUNCILMAN NOLEN:

Does it put any burden on your staff?

JUDGE BROWN:

No, there's an employee from Clark County Traffic Survival School that is in the court, has their own place out at the counter, and she is paid for by the school. That has nothing to do with the two positions in my court. Two positions are in my court.

COUNCILMAN NOLEN:

So that the traffic school does not put any additional burden on your staff? In other words, if we quit using the traffic school today, would there be a decrease in the work on your staff, or does he take care of all of that himself out of his personnel or whatever?

JUDGE BROWN:

It would be an increase. I don't have a person to come out there. You know, I work four days a week and from like 8 in the morning until 8 at night. Number One, there's quite a bit of people to take care of that to set a person up on installment payments. If they're bilingual, you have to speak to them in Spanish -- to set up the traffic school, to tell the people how to -- they do a very big job in my court.

COUNCILMAN LURIE:

You call it a Traffic School Coordinator?

JUDGE BROWN:

Right.

COUNCILMAN NOLEN:

That means that somebody has got to sit there and coordinate it because we're using the traffic school?

JUDGE BROWN:

No, that's just a name.

COUNCILMAN NOLAN:

And you have the statutory authority --

JUDGE BROWN: They do much more work than just coordinating traffic. That's just a name I gave them so that we can get the \$24,000 from the traffic school, to be truthful with you.

COUNCILMAN CHRISTENSEN: What you're getting, you're getting three people from the traffic school in your court for the price of two people's fringes.

JUDGE BROWN: Right.

COUNCILMAN CHRISTENSEN: I think it's a good buy.

COUNCILMAN NOLEN: It's not a Traffic School Coordinator?

TONY VALINOTI: No. He's giving us something to be proud of. I can tell you right now there is no way that we can possibly come up with the additional costs of the fringe benefits. We are right now trying to figure out how we're going to come up with the 8.76% increase in social security that we now have to pay for these people and we're trying to figure out where we're going to get that from.

COUNCILMAN NOLEN: You paying Social Security and we're paying retirement?

TONY VALINOTI: We had to pay Social Security on a person that we have in the court.

COUNCILMAN NOLEN: Your individual, the one that's there?

TONY VALINOTI: Right.

COUNCILMAN NOLEN: But we're not paying Social Security on these too?

TONY VALINOTI: No. We have another person in there that we pay for totally.

COUNCILMAN NOLEN: It seems to me that these people work for you. We wouldn't have to pay retirement and all you'd have to do is pay Social Security and we wouldn't have to pay the insurance and all that stuff and if you just assign them there, we've got an arrangement like that with the Clark County Traffic Survival School.

JUDGE BROWN: Yes, but I want them under the court so I can supervise it. I don't want them working for traffic school and being in my court. I want to be the supervisor.

MAYOR BRIARE: Further comments? I don't think we have a motion on

MAYOR BRIARE: this.

COUNCILMAN LURIE: I'd move for APPROVAL, Mayor.

MAYOR BRIARE: Comments? Cast your votes. Post. Motion is APPROVED.
(Unanimously APPROVED.)

END OF TRANSCRIPT

AGENDA*City of Las Vegas*

November 16, 1983

Page 18

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

ITEM

Council Action

Department Action

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

All items listed under Items *A, *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

10:22

***A. AWARD OF BIDS**

1. Wheelchair Ramps
Oakley at Las Vegas Boulevard
Department of Engineering Services

***B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS**

1. Rental of Copier/Duplicator
Department of General Services

***C. PURCHASE ORDER APPROVAL**

1. Data Processing Transmission Equipment
Department of Management Information Services

Levy -
APPROVED as recommended Items A, B, & C.
Unanimous
(Briare excused)

Staff to proceed

APPROVED AGENDA ITEM

Ashley Hall

CITY COUNCIL MINUTES - NOVEMBER 16, 1983
City of Las Vegas
AGENDA DOCUMENTATION

0033

Date: NOVEMBER 1, 1983

TO: The City Council

FROM: ASHLEY HALL,
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - NOVEMBER 16, 1983
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

<u>BID TITLE:</u>	WHEELCHAIR RAMPS	<u>BID NUMBER:</u>	84.1830.1
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$5,000.00
<u>DEPARTMENT:</u>	ENGINEERING SERVICES	<u>INVITATIONS MAILED:</u>	11
<u>FUNDING:</u>	NEVADA DEPARTMENT OF TRANSPORTATION - 100%	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO INSTALL WHEELCHAIR RAMPS AT LAS VEGAS BOULEVARD AND OAKLEY BOULEVARD.

BID ABSTRACT SUMMARY

BID INCORPORATED	LAS VEGAS	NV	\$5,820.80
ARC BUILDING & ENGINEERING	LAS VEGAS	NV	\$6,617.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

BID INCORPORATED	LAS VEGAS	NV	\$5,820.80
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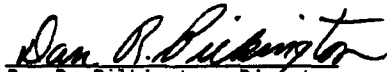
FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR B3-B4. FUNDS ARE AVAILABLE IN THE NEVADA D.O.T. 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 ITEM BE AWARDED.


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 1
IV (g)

City of Las Vegas

0034

AGENDA DOCUMENTATION

Date: NOVEMBER 3, 1983

TO:
The City CouncilFROM:
ASHLEY HALL,
DEPUTY CITY MANAGERSUBJECT: AGENOA - CITY COUNCIL MEETING - NOVEMBER 16, 1983
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

<u>BIO TITLE:</u>	36-MONTH RENTAL COPIER/DUPLICATOR	<u>BIO NUMBER:</u>	REQUEST FOR PROPOSAL DATED 9/20/83
<u>ITEM:</u>	SERVICE	<u>ESTIMATE:</u>	\$105,000.00
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>INVITATIONS MAILED:</u>	2
<u>FUNDING:</u>	GRAPHIC ARTS SERVICES - INTERNAL SERVICES FUND	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO OBTAIN THE LATEST STATE OF THE ART DUPLICATING EQUIPMENT CAPABLE OF PERFORMING A WIDE VARIETY OF TASKS THAT THE GRAPHIC ARTS DIVISION IS BEING ASKED TO PERFORM ON A DAILY BASIS.

BIO ABSTRACT SUMMARY

			<u>AVERAGE MONTHLY COST</u>	<u>TOTAL ESTIMATED COST FOR 36 MONTHS</u>
EASTMAN KODAK	LAS VEGAS	NV	\$2,536.14	\$ 91,301.04
XEROX CORPORATION	LAS VEGAS	NV	\$2,833.91	\$102,020.76

COST COMPARISON BASED ON CURRENT AVERAGE MONTHLY USAGE FOR 82-83

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BIO BE AWARDED TO:

EASTMAN KODAK LAS VEGAS NV *\$91,301.04 (36-MONTH ESTIMATE)

*FISCAL YEAR FUNDING OUT CLAUSE IN EFFECT.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE GRAPHIC ARTS SERVICES/INTERNAL 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 1
IV (g)

CITY COUNCIL MINUTES - NOVEMBER 16, 1983
City of Las Vegas

0030

AGENDA DOCUMENTATION

Date: NOVEMBER 3, 1983

TO:
The City Council

FROM:
ASHLEY HALL,
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - NOVEMBER 16, 1983
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*C. PURCHASE ORDER APPROVAL

<u>ITEM:</u>	DATA PROCESSING TRANSMISSION NETWORK EQUIPMENT	<u>PURCHASE REQUEST:</u>	1340-497
<u>DESCRIPTION:</u>	CAPITAL EQUIPMENT	<u>FUNDING:</u>	VARIOUS
<u>DEPARTMENT:</u>	MANAGEMENT INFORMATION SERVICES	<u>ESTIMATE:</u>	\$11,843.00

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO UPGRADE AND IMPROVE THE CURRENT DATA PROCESSING TRANSMISSION NETWORK AT THE FIRE STATION COMPLEX, CITY GARAGE, FIRE TRAINING CENTER AND ANIMAL CONTROL. SOLE SOURCE

STAFF RECOMMENDATION

FOR PURCHASE ORDER APPROVAL

CENEL	LAS VEGAS	NV	\$11,843.00
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FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE MANAGEMENT INFORMATION 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 C PAGE 1
IV (g)

AGENDA

0036

City of Las Vegas

Nov. 16, 1983

Page 19

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

2 *A. RELEASE OF BOND

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

1. Location: 2020 E. Sahara Ave.
- Use: Sidewalks, driveways
- Builder: Consolidated Service Industries, Inc.
- Surety Co.: American Fidelity Fire Ins. Co.
- Amount: \$2,300.00
- Bond No.: 04-714-1277977
(CLV #4-80)

Levy -
APPROVED
Items A, B & C
Unanimous
(Briare excused)

City Clerk to
notify and
Staff to proceed

*B. RELEASE OF CONTRACT RETENTION

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

1. Bid No.: 83.3550.3
- Contractor: Steed Bros. Construction Company
- For: Life Safety Improvements, City Hall
- Notice of Completion: November 2, 1983
- Release Date: December 7, 1983

See Above

See Above

APPROVED AGENDA ITEM

AGENDA*City of Las Vegas*

0037

Nov. 16, 1983

Page 20

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

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

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

*C. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Grant Deed
From: Las Vegas Rescue Mission
To: City of Las Vegas
For: Portion of the Original Las Vegas Townsite Radius, Wilson Ave. and "D" St. (10/20/83)

Levy -
APPROVED
Items A, B & C
Unanimous
(Briare excused)

Staff to proceed

D. TRAFFIC AND PARKING ITEMS

1. Request for stop sign at Sidonia Ave. at DeOsma St.

Levy -
APPROVED as recommended
Unanimous
(Briare excused)

Staff to proceed

E. REPORTS/ACTION

1. Approval of increase in scope of engineering design work, Highland Drive from Charleston Boulevard to Carey Avenue. (Abeyance from November 2, 1983)

Levy
APPROVED
Unanimous
(Briare excused)

Staff to proceed

Frank Wyatt, SEA, appeared.

2. Approval of agreement for engineering design services for Decatur Interceptor sewer line.

Levy
APPROVED as recommended
Unanimous
(Briare excused)

Staff to proceed

APPROVED AGENDA ITEM



Christensen instructed Director of Engineering Services to provide the Board with the Traffic Plan between Sahara and Charleston; and in the future to provide this on similar items brought before the Council.

City of Las Vegas

0038

Date: November 14, 1983

AGENDA DOCUMENTATION

TO:
The City CouncilFROM: DON J. SAYLOR
ACTING CITY MANAGER

SUBJECT: REQUEST FOR STOP SIGN AT SIDONIA AVENUE AT DE OSMA STREET

PURPOSE/BACKGROUND

At the request of many of the area property owners, the residential tee-intersection of DeOsma Street and Sidonia Avenue was recently studied to determine if there is a need to install stop signs on Sidonia Avenue at DeOsma Street.

The Traffic Engineer has taken traffic counts and speed counts and has evaluated other factors. It was concluded that the warrants were not sufficient to require the installation of stop signs in accordance with nationally accepted traffic engineering standards; however, speed limit signs did meet standard traffic engineering warrants and five 25 m.p.h. limit signs have been posted on all the streets that provide ingress to the subject residential area.

The Traffic and Parking Commission had recommended that no change be made at this intersection.

It is recognized that, generally speaking, stop signs should not be used for the purpose of decreasing speed and/or decreasing volume; however, sometimes generally accepted standards must be adjusted to fit specific situations and it appears logical to authorize the installation of a stop sign on Sidonia Avenue at DeOsma Street on a trial basis to determine if the sign achieves the purpose of creating a better traffic situation.

FISCAL IMPACT

None.

RECOMMENDATIONS

The City Manager recommends that a stop sign be installed on Sidonia Avenue at DeOsma Street on a trial basis.

Agenda Item

IV(i) D. 1.

RESOLUTION

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

WHEREAS, it has been determined and recommended by the City Manager that the following additions and corrections be made in said schedules; and

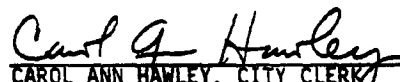
NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada that the following schedules pertaining to TITLE XI of the City Code be amended as follows:

SCHEDULE 14-III, be amended to include the following as stops required:

Sidonia Avenue at De Osma Street

PASSED, ADOPTED AND APPROVED THIS 16th day of
November 1983.


WILLIAM H. BRIARE, MAYOR


CAROL ANN HAWLEY, CITY CLERK

City of Las Vegas

AGENDA DOCUMENTATION

Date: November 10, 1983TO:
The City CouncilFROM: RICHARD L. CAMPBELL
ACTING DEPUTY CITY MANAGERSUBJECT: APPROVAL OF INCREASE IN SCOPE OF ENGINEERING DESIGN WORK, HIGHLAND DRIVE
FROM CHARLESTON BOULEVARD TO CAREY AVENUEPURPOSE/BACKGROUND

On June 16, 1982 the City of Las Vegas entered into an agreement with SEA Consulting Engineers for the design and preparation of contract documents for improvements on Highland Avenue between Charleston Boulevard and Carey Avenue. Construction cost for this project is estimated to be \$3,380,000. The agreement calls for a top upper limit design fee of \$140,000 (4.2% of construction).

There are two items of required engineering design work which were not anticipated nor included in the original contract scope of work. They are:

1. Special storm drain and sewer lateral studies.
2. Changes in the contract documents as a result of removal of Bonanza Village Subdivision from the Special Improvement District and elimination of sidewalks.

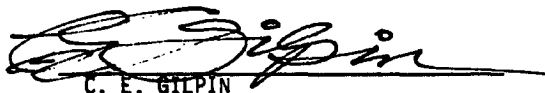
SEA has requested that they be compensated for additional costs in the amount of \$12,338.30. The Engineering Services Department staff has examined the cost breakdown presented by SEA and judges it to be reasonable.

FISCAL IMPACT

\$12,338.30. Funds are available in the Clark County Bond Issue and the City of Las Vegas Special Improvement District revolving fund.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council approve the additional expenditure to SEA Consulting Engineers in the amount of \$12,338.30.


C. E. GILPIN

Director of Engineering Services

Agenda Item 11/16/83

IV (i). E. 1.

WORK DESCRIPTION

ADDITIONAL ENGINEERING WORK
HIGHLAND DRIVE IMPROVEMENTS

I. SPECIAL STUDIES

A. Storm Drain and Outfalls:

RTC design criteria could not be met on the Highland Project without a major storm drain outfall system. The following work was required to determine the feasibility of an outfall system:

1. Research of available facilities to discharge the calculated flows was necessary to establish main outfall routes.
2. Preliminary layout and design of the Highland system with large diameter pipeline. (3 alternates were designed to determine the most cost effective solution).
3. Preliminary design of 3 main outfall routes from Highland to the Interstate 15 system.
4. Utility conflicts for large pipes had to be considered, so research on major utility crossings for outfall lines was performed.
5. Cost estimates were prepared on each alternate based on calculated pipe sizes.
6. Meetings with City staff for discussion of alternates and cost estimate.

TOTAL COST . . \$4,752.80

B. Utility Laterals Study:

In order to minimize paving cuts of the newly constructed roadway, an attempt was made to include utility stubs to undeveloped parcels adjacent to the Highland right-of-way. The following work was performed to establish line size and associated costs:

1. Itemize each parcel as to owner, area, and existing services (if any). Total parcels: 19; Total area: 168 acres.
2. Meet with individual utilities for gas, water, sewer to determine sizing criteria and feasibility.
3. Talk with individual parcel owners to determine special requirements.
4. Calculate sizes for gas, water and sewer services based upon existing pressures, land area, projected use, etc.
5. Coordinate with City of Las Vegas as required.

Poor owner response and legal problems necessitated that the omission of the utility laterals as a part of the overall construction documents.

TOTAL COST . . \$4,212.00

II. S.I.D. - CHANGES IN PLANS

A. Removal of Bonanza Village

Work included revision of plans to reflect street lights in this area as being an additive alternate. Work included:

1. Revise plan symbols to reflect change in work item.
2. Revise bid schedule to add this as a new item.
3. Revise bid quantities - bid documents.
4. Revise plan quantities.
5. Revise contract special provisions.
6. Revise S.I.D. estimate.
7. Revise engineer's estimate.
8. Meet with City staff as required.

TOTAL COST . . \$ 709.80

B. Removal of Sidewalk from Plans:

Originally, SEA was directed to delineate sidewalk the entire length of the project. Later, due to S.I.D. requirements, a substantial reduction occurred in the amount of sidewalk required, necessitating the following revisions:

1. Remove sidewalk from plans: 23 sheets.
2. Revise engineer's estimate.
3. Revise S.I.D. estimate.
4. Revise bid schedule and quantity sheet.
5. Coordination with City staff and property owners to insure that the desired improvements were properly delineated.

TOTAL COST . . \$2,176.20

III. The additional reproduction required for distribution to agencies and for additional plan check purposes was approximately ten (10) sets at a total cost of \$487.50.

COST BREAKDOWN

0043

FOR

ADDITIONAL ENGINEERING WORK

SEA CONSULTING ENGINEERS

HIGHLAND DRIVE IMPROVEMENT

1. SPECIAL STUDIES

(A) Storm Drain and Outfalls

Engineer	80 hrs. @ \$35.10/hr.	\$ 2,803.00
Hydrologist	32 hrs. @ \$29.90/hr.	956.80
Draftsman	40 hrs. @ \$24.70/hr.	988.00
	Sub-Total	\$ 4,752.80

(B) Utility Laterals Study

Engineer	120 hrs. @ \$35.10/hr.	\$ 4,212.00
	Sub-Total	\$ 8,964.80

2. S.I.D. - CHANGES IN PLANS

(A) Removal of Bonanza Village

Engineer	16 hrs. @\$35.10/hr.	\$ 561.60
Draftsman	6 hrs. @\$24.70/hr.	148.20
	Sub-Total	\$ 709.80

(B) Removal of Sidewalks from Plans

Engineer	24 hrs. @ \$35.10/hr.	\$ 842.40
Draftsman	54 hrs. @ \$24.70/hr.	1,333.80
	Sub-Total	\$ 2,176.20

REPRODUCTION FOR ABOVE

10 Sets x 75 sheets/set @ \$0.65/sheet	\$ 487.50
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Total:	\$ 12,338.30
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City of Las Vegas

AGENDA DOCUMENTATION

0044

Date: November 9, 1983

TO:
The City CouncilFROM:
RICHARD L. CAMPBELL
ACTING DEPUTY CITY MANAGERSUBJECT: APPROVAL OF AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR
DECATUR INTERCEPTOR SEWER LINEPURPOSE/BACKGROUND

The City Council has approved the sale of \$20.5 million for construction of sanitary sewer lines. One of the projects under this program is the Decatur Blvd. Interceptor (Phase I), a large diameter sewer from the vicinity of Lone Mountain Road and Decatur Blvd. to the vicinity of Rancho Rd. and Lake Mead Blvd., a distance of three and one-half miles.

Construction of this sewer line will allow new development and expansion of service to the northwest area of the City.

VTN, Nevada, a local engineering firm, has submitted a proposal to design and prepare plans and specifications for the construction of Phase I of this line and to perform an alignment study for Phases II and III. Staff reviewed the proposal and finds it acceptable.

Staff analyzed the manpower requirements for VTN to perform the required work and recommends a force account agreement with a maximum fee of \$316,000.

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

Estimated Construction Cost for Phase I:	\$4,843,000
VTN Design and Plans:	316,000
City of Las Vegas Administration:	10,000

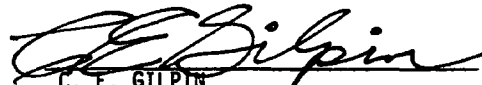
Begin Construction:	October, 1984
Complete Construction:	May, 1985

FISCAL IMPACT

\$326,000. Funds are available from the proceeds of the sewer bond issue.

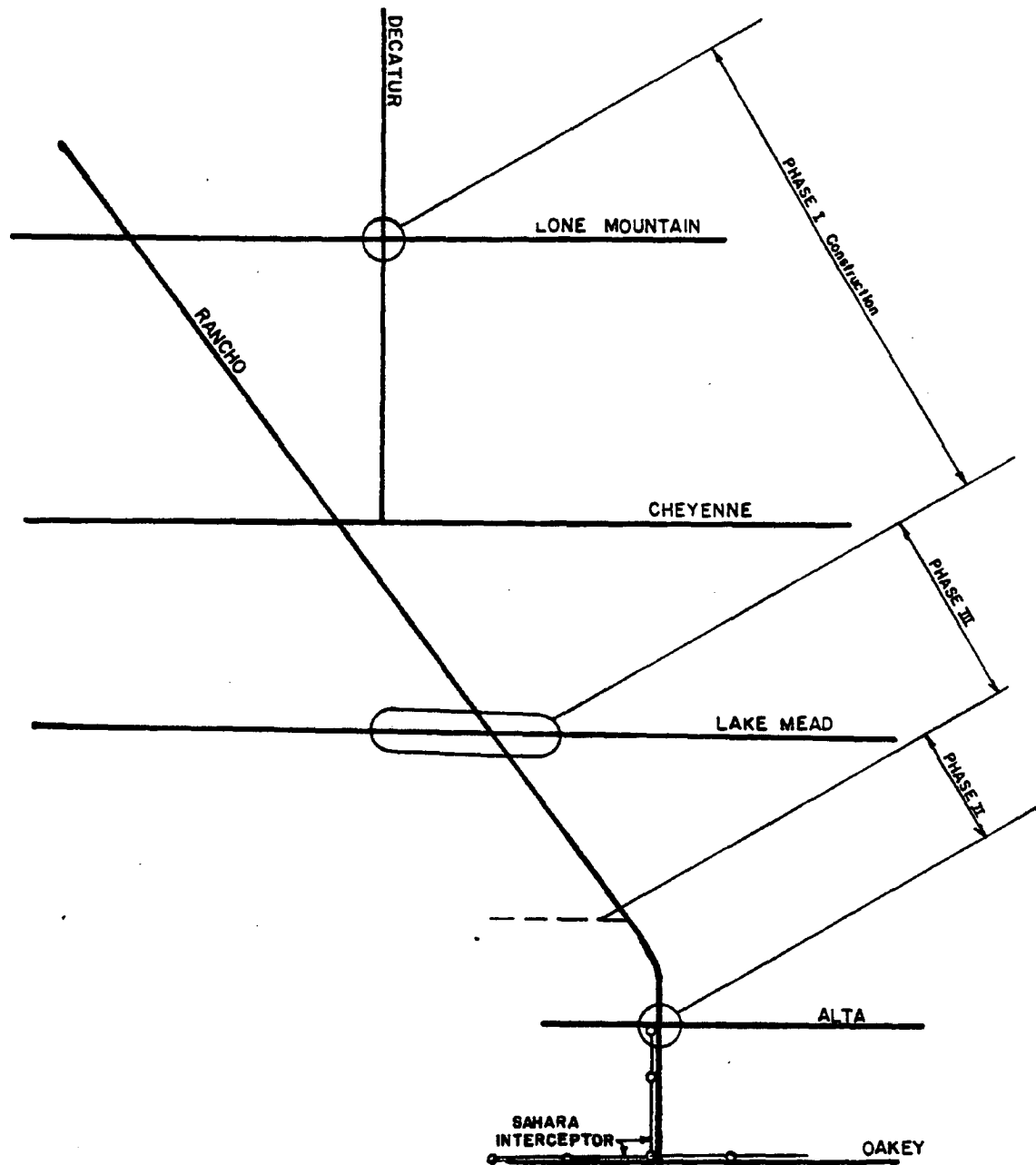
RECOMMENDATIONS

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


C. E. GILPIN
Director of Engineering Services

Agenda Item 11/16/83

IV (i). E. 2.



DECATUR INTERCEPTOR SEWER

CONSULTANT AGREEMENT

THIS AGREEMENT, and accompanying Supplemental Terms, made and entered into as of the 14th day of NOVEMBER, 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 VTN NEVADA, a Nevada corporation (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H :

WHEREAS, the CITY OF LAS VEGAS is the governmental entity responsible for providing sewer services to the residents within its corporate boundaries; and

WHEREAS, the CITY OF LAS VEGAS has recently completed an inventory of its existing sewer lines and related facilities and based upon this inventory, has devised an action plan to address existing and anticipated sewer capacity problems; and

WHEREAS, said action plan recommends the installation of a sewer line in order to relieve existing sewer lines that are presently functioning at capacity or expected to reach capacity in the near future; and

WHEREAS, the final design report which is to be provided by the CONSULTANT as part of the requirements of this Agreement will establish the exact location of the sewer line from one of the following three alternatives:

- (1) Along and within Decatur Boulevard between Lone Mountain Road and Lake Mead Boulevard; or
- (2) Along and within Decatur Boulevard between Lone Mountain Road to Smoke Ranch Road and thence east along Smoke Ranch Road to Rancho Drive; or
- (3) Along and within Decatur Boulevard between Lone Mountain Road and Rancho Drive and thence southeast along Rancho Drive to Smoke Ranch Road.

WHEREAS, the CITY OF LAS VEGAS desires to retain the services of the CONSULTANT, (an engineering firm with specialized knowledge of the sewer needs of the CITY OF LAS VEGAS because of having previously inventoried the existing sewer system) to provide the services hereinafter described in connection with the installation of the sewer line along the aforementioned location.

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 VIII 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 VIII of this Agreement and to the Supplemental Terms attached hereto as Exhibit "A".

SECTION I: SERVICES OF CONSULTANT

A. DESIGN REPORT

1. Consult with the CITY OF LAS VEGAS to clarify and define the Project requirements, review available

data and discuss general scheduling requirements and needs of the CITY OF LAS VEGAS.

2. Determine location of existing right-of-way and determine areas where right-of-way or easements will have to be obtained. This work is to be coordinated with the Right-of-Way personnel of the CITY OF LAS VEGAS.
3. Review existing topographic surveys and other pertinent surveys, as well as soils investigation data and make recommendations as to the need for other field surveys to supplement and confirm existing data in the CITY OF LAS VEGAS' files.
4. Obtain or conduct field surveys to supplement and confirm existing data and as required for the preparation of the Design Report.
5. CONSULTANT shall contract for the services of a local geotechnical firm for the purpose of obtaining soil borings. Borings shall be taken approximately, as a minimum, every 1300 feet and shall be to a depth of 25 feet minimum.
6. Review the service area that will be contributing to the proposed sewer interceptor. Determine at various locations along the sewer how much sewerage will be flowing at time of completion and at various times in the future through analyzing the zoning and master plan, and present growth trends in the area. In this area, CONSULTANT shall rely on the Department of Community Planning and Development for any information that they may have regarding growth patterns and pending applications for development in the service area.
7. Review and analyze problems that may be associated with large diameter interceptors that have low flows and review possible solutions or alternatives.
8. Meet with utility companies and conduct field survey and reconnaissance work for the purpose of determining location of existing utilities and what effect they might have on the final design.
9. Review possible traffic problems that might result during construction and analyze solutions.
10. Investigate alternate locations to cross Rancho Road (Tonopah Highway) to determine the most cost effective route.
11. Make recommendations for final route, depth of pipe, approximate slopes and prepare preliminary quantity and cost estimate.
12. CONSULTANT will provide the CITY OF LAS VEGAS with copies of a draft report for their comments and we will include all agreed upon corrections and/or additions in the final design report.

B. DESIGN PHASE

1. Provide all required land surveying necessary for the preparation of legal descriptions. Preparation of all required legal descriptions and documents for

required right-of-way and/or easements shall be prepared by the CITY OF LAS VEGAS Right-of-Way personnel.

2. Contract for additional borings as may be required by the Design Report in order that all conditions can be taken into account when preparing the final design drawings and also to enable the contractors to make a more knowledgeable bid.
3. Perform all necessary horizontal and vertical surveys required in order to locate all existing structures and establish elevations that will be required for preparation of final design plans. Obtain aerial topography along the sewer route and use the plan and profile sheets as prepared by the aerial topography firm.
4. Prepare required plan and profile plans showing new construction, location of existing utilities, adjustment or relocation of existing utilities that may be required, construction details, traffic control plan during construction; submit to all utility companies and governing agencies that will have jurisdiction for their review and approval.
5. Prepare final specifications and contract documents for all phases of construction.
6. Submit monthly progress status reports to the CITY OF LAS VEGAS which discuss details of the Project plans, review job progress, review cost control information and incorporate CITY OF LAS VEGAS' requirements and needs.
7. Prepare traffic channelization plans.
8. Provide the CITY OF LAS VEGAS with two (2) sets of completed plans and specifications for review purposes at 50% and 100% completion of the design. Provide one (1) set of mylar reproducible plans for the CITY OF LAS VEGAS' files.
9. Coordinate with utility companies and regulatory agencies or other engineers engaged on the Project.
10. Following completion of the plans and specifications, prepare a detailed construction cost estimate.
11. Assist the CITY OF LAS VEGAS in advertising for and obtaining bids for the Project construction. Furnish the CITY OF LAS VEGAS with fifty (50) copies of 24" x 36" contract drawings and fifty (50) sets of specifications for distribution to bidders.
12. Be present at the pre-bid conference, the bid opening and the pre-construction conference. Analyze and tabulate bids received and make recommendations to the CITY OF LAS VEGAS for the award of the construction contract.

- C. CONSTRUCTION PHASE: With the commencement of this Project, to be initiated by the "Notice to Proceed" to the CONSULTANT, and throughout the construction phase of this Project, the CONSULTANT agrees to assume full and complete responsibility for the following Project services:

1. CONSULTANT shall assist the CITY OF LAS VEGAS, when necessary, in the interpretation of the plans and specifications, including all modifications or amendments thereof.
2. CONSULTANT agrees to perform a final inspection, through its resident Project Engineer, with the CITY OF LAS VEGAS, of the completed Project and, if necessary, develop, or assist in its development, a punch list of those items remaining to be performed by the contractor in order for the Project to be fully completed and accepted by the CITY OF LAS VEGAS. CONSULTANT agrees to perform any subsequent inspections, if so requested, to determine if the punch list items have been completed by the contractor.
3. CONSULTANT shall review all proposed changes in the plans, specifications or other contract documents for the purpose of recommending approval or disapproval of said changes. CONSULTANT shall assist the CITY OF LAS VEGAS in negotiations concerning said proposed changes with the contractor.
4. Review laboratory, shop and mill test reports on materials and equipment.
5. Conduct periodic visits (a minimum average of one visit per week) to the Project site during the critical or important stages of construction to observe and determine if the executed work and work in progress is proceeding in a timely manner, according to the plans, specifications and other contract documents, and to discover and report any defects or deficiencies in the work which are revealed during the periodic visit.
6. Observe initial operation of the Project, or of performance tests required by the specifications.
7. CONSULTANT agrees to consult with and advise the CITY OF LAS VEGAS as to the acceptability of sub-contractors and other persons and organizations proposed by the Prime Contractor or Contractors, and as to the acceptability of substitute materials and equipment proposed by the Contractor or Contractors.
8. CONSULTANT agrees to consult with and advise the CITY OF LAS VEGAS during construction; prepare elementary and supplementary sketches where required to resolve problems due to actual field conditions encountered.
9. CONSULTANT agrees to check detailed construction drawings, shop and erection drawings submitted by the Contractor for compliance with design concepts.

SECTION II: OUTSIDE SERVICES

CONSULTANT intends to execute one or more subcontracts with firms especially qualified to perform soils engineering, materials testing or other specialized services. Said subcontract(s) are subject to review and approval by the CITY OF LAS VEGAS.

SECTION III: 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. and I.B. above according to the following schedule:

Item	Completion Date
Section I.A., Design Report	150 calendar days from the execution date of this Agreement
Section I.B., Design Phase	180 calendar days from the execution date of this Agreement

The above deadlines are to exclude from the time intervals any review time by the CITY OF LAS VEGAS. With respect to these deadlines, the parties agree that time is of the essence.

It is understood and agreed that the services to be provided under Section I.C., "CONSTRUCTION PHASE" shall begin with the commencement of construction of the Project, proceed in a timely manner as required by the progress of construction activities and shall continue until final approval and acceptance of the Project by the CITY OF LAS VEGAS.

SECTION IV: COMPENSATION AND
MANNER OF PAYMENT

- A. Definitions: For purposes of this Agreement, the following terms are defined as follows:
1. "Salary Expenses" are defined as the Hourly Wage Rate for those employees utilized by the CONSULTANT in the performance of this Agreement.
 2. "Hourly Wage Rate" is hereby defined to mean the hourly wage paid to a particular employee and is computed as follows: Current Annual Salary in dollars $\div$ 2080 hours. The current hourly wage rate schedule for those employees anticipated by the CONSULTANT to be utilized in the performance of this Agreement will be on file with the Department of Engineering Services. Any change in the Hourly Wage Rate schedule shall be signed by the CONSULTANT and submitted for approval to the Department of Engineering Services.
 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, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference as a part of this Agreement.
- B. Compensation Formula: It is agreed by the parties that compensation of the CONSULTANT shall be on a cost plus fixed fee basis subject to the limitations set forth below. The CITY OF LAS VEGAS agrees to reimburse the CONSULTANT for its costs, to wit: (i) Salary Expenses times a multiplier of either 2.44 for Office Personnel or 2.39 for Field Personnel, whichever is appropriate, and (ii) Direct Non-Salary Expenses times a multiplier of 1.05, incurred in the performance of this Agreement, and to pay (iii) a fixed fee in the total amount of Thirty Five Thousand Eight Hundred Seventy and 00/100 Dollars (\$35,870.00) in the manner provided under Section IV.D.

Any changes or modifications in the hourly wage rate shall require only the approval of the Director of Engineering Services of the CITY OF LAS VEGAS and shall not constitute a modification of this Agreement within the provisions of Section XXI of the Supplemental Terms.

- C. Compensation Amount and Limitations: The Salary Expenses, Direct Non-Salary Expenses, and Fixed Fee to be paid to the CONSULTANT shall not exceed the following amounts unless specifically authorized in writing by the CITY OF LAS VEGAS:

(a)	(b)	(c)	(d)
Salary Expenses	+ Direct Non-Salary Expenses	+ Fixed Fee	= Total Payment
\$239,130	+ 41,000	+ 35,870	= \$316,000

The CONSULTANT agrees to complete the performance of this Agreement despite having reached the payment limits set forth above. It is understood and agreed 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 Salary Expenses and Direct Non-Salary Expenses may, or may not, be reached by the CONSULTANT.

Although the CITY OF LAS VEGAS may authorize and consent to higher limits in the Salary Expenses or Direct Non-Salary Expenses (Columns (a) and (b)) set forth above, it is agreed by the parties that upward adjustments in those limits shall not be accompanied by, or result in, adjustments to the Fixed Fee (Column (c)) unless the increase is the result of a significant change in the scope of the work required herein.

- D. Manner of Payment: CONSULTANT, as a prerequisite to the obligation on the part of the CITY OF LAS VEGAS for payment of the compensation provided herein, shall submit monthly invoices which have been reviewed, approved and signed by the principal engineer in charge for the CONSULTANT requesting payment for services performed the preceding month. The submitted invoices shall reflect the following information:

1. Salary Expenses: The amount of Salary Expenses for which compensation is sought by the CONSULTANT shall be shown on the invoice along with the name or position of the employee, the number of hours worked and the hourly wage rate of the employee.
2. Direct Non-Salary Expenses: The amount of Direct Non-Salary Expenses for which compensation is sought by the CONSULTANT. Where possible, receipts shall be attached to the monthly invoice.
3. Fixed Fee: The amount of fixed fee for which compensation is sought by the CONSULTANT which shall equal the same percentage of the Salary Expenses for that month.

Payment of such invoices shall be on or within thirty (30) days of the date of receipt of the CONSULTANT'S invoice by the CITY OF LAS VEGAS.

SECTION V: INSURANCE

- A. The 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 Liability 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 \$1,000,000 minimum covering the negligent acts or omissions of the CONSULTANT committed during the performance of this Agreement. Said insurance shall be maintained in force and effect until the date that the completed Project is accepted by the CITY OF LAS VEGAS and followed by a two (2) year discovery period commencing immediately subsequent to acceptance of the completed Project.
- B. Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverage required hereunder and will furnish Certificates of Insurance to the CITY OF LAS VEGAS demonstrating the procurement of such insurance and will provide the CITY OF LAS VEGAS with a copy of the appropriate sections of the policy.
- C. The insurance coverage required herein must be written by a company which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the CITY OF LAS VEGAS must contain a clause to the effect that cancellations, reductions or restrictions shall not be made until thirty (30) days after written notice to the CITY OF LAS VEGAS. In the event that any of the insurance coverage required hereunder is cancelled, reduced or restricted, the CITY OF LAS VEGAS reserves the right to terminate this Agreement.

SECTION VI: PROJECT REPRESENTATIVE

The CONSULTANT designates the following individual as the CONSULTANT'S representative and project engineer for this Project:

LES McFARLANE

Any change in the above designation will be allowed only by written approval of the CITY OF LAS VEGAS. Such approval shall not be withheld if individuals with comparable qualifications are proposed.

SECTION VII: NOTICES

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

CITY OF LAS VEGAS:

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

CONSULTANT:

VTN NEVADA
2800 West Sahara Avenue
Las Vegas, Nevada 89104

SECTION VIII: ENTIRE AGREEMENT

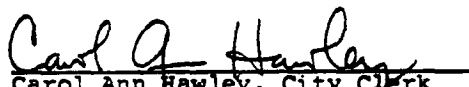
Sections I through VIII and the Supplemental Terms constitute the entire Agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in such Agreement documents are hereby cancelled.

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

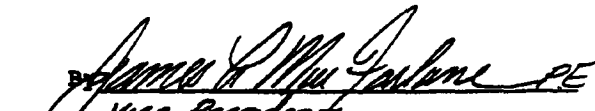
CITY OF LAS VEGAS, NEVADA
a Municipal Corporation


WILLIAM H. BRIARE, Mayor

ATTEST:


Carol Ann Hawley, City Clerk

VTN NEVADA


James P. Malone, PE
Vice President

ATTEST:

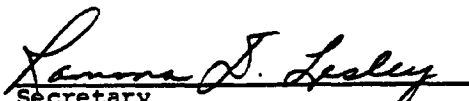

Pamela J. Lesley
Secretary

EXHIBIT "A"

SUPPLEMENTAL TERMS

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

SECTION I: COORDINATION

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

SECTION II: TERMINATION

The CITY OF LAS VEGAS reserves the right to terminate this Agreement without cause or default on the part of the CONSULTANT immediately upon written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CITY OF LAS VEGAS deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notices" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A".

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

SECTION III: DEFAULT

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

4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY OF LAS VEGAS may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to CONSULTANT hereunder, finish the work by such means as CITY OF LAS VEGAS may see fit, deducting from any balance due CONSULTANT the cost of finishing the work if the CITY OF LAS VEGAS cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for this project and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to CITY OF LAS VEGAS within five (5) days of invoicing by CITY OF LAS VEGAS, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by CITY OF LAS VEGAS' designated representative, whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and CONSULTANT shall pay all costs of such audit.

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

SECTION IV: OWNERSHIP OF DOCUMENTS

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

SECTION V: INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY OF LAS VEGAS,

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

It is expressly agreed that the CITY OF LAS VEGAS and the CONSULTANT shall each initially pay their respective costs in defending themselves in any and all suits or actions which may be brought against them, their officers or employees because of, or by reason of, the negligent act or omission of either of them unless such suit or action is defended on their behalf by the Project contractor. However, the parties hereto agree that in the event the suit or action is reduced to judgment then the costs of such defense shall be ultimately divided or distributed between the parties in the following manner:

- A. An adjudication by the court or trier of fact that neither the CITY OF LAS VEGAS nor the CONSULTANT is responsible or liable for the plaintiffs' injuries or damages, then each party shall bear its own costs and expenses of litigation;
- B. An adjudication by the court or trier of fact that the CONSULTANT is solely or partly responsible and liable for the plaintiffs' injuries or damages while the CITY OF LAS VEGAS is relieved of any responsibility and liability, then the CONSULTANT shall reimburse the CITY OF LAS VEGAS for all of its costs and expenses of litigation;
- C. An adjudication by the court or trier of fact that the CITY OF LAS VEGAS is solely or partly responsible and liable for the plaintiffs' injuries or damages while the CONSULTANT is relieved of any responsibility and liability, then the CONSULTANT is entitled to reimbursement of all of its costs and expenses of litigation;
- D. An adjudication by the court or trier of fact which determines responsibility and liability on a comparative basis between the parties, then the CITY OF LAS VEGAS and the CONSULTANT shall share in the total costs and expenses of litigation in that amount determined by multiplying the total percentage of fault or liability attributable to the respective parties by the total costs and expenses of litigation.

In the event that the suit or action is settled between the litigants, each party shall be responsible for all of its costs and expenses of litigation, unless the settlement agreement provides otherwise.

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.

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

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

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

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

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

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

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

Exhibit "B"

AGENDA*City of Las Vegas*

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Nov. 16, 1983

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

ITEM

Council Action

Department Action

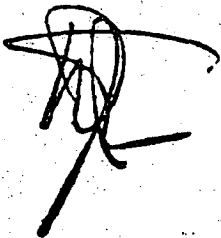
**IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)****E. REPORTS/ACTION (Continued)**

3. Approval of agreement for engineering
design services for Tenaya/Vegas Drive
Interceptor sewer line.

Levy
APPROVED as recom-
mended
Unanimous
(Briare excused)

Staff to proceed

10:31

APPROVED AGENDA ITEM

City of Las Vegas

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AGENDA DOCUMENTATION

Date: November 9, 1983

TO:
The City CouncilFROM: RICHARD L. CAMPBELL
ACTING DEPUTY CITY MANAGERSUBJECT: APPROVAL OF AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR
TENAYA/VEGAS DRIVE INTERCEPTOR SEWER LINEPURPOSE/BACKGROUND

The City Council has approved the sale of \$20.5 million for construction of sanitary sewer lines. One of the projects under this program is the Tenaya/Vegas Drive Interceptor, a medium size interceptor sewer in Vegas Drive from approximately 700 feet east of Torrey Pines Drive to the vicinity of Tenaya Drive and Westcliff Drive.

This sewer line will relieve existing overloaded sewers and provide for development in the immediate area and to the west.

Delta Engineering, Inc., a local engineering firm, has submitted a proposal to design and prepare plans and specifications for the construction of this line. Staff has reviewed the proposal and finds it acceptable.

Staff analyzed the manpower requirements for Delta Engineering, Inc. to perform the required work and recommends a force account agreement with a maximum fee of \$97,500.

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

Estimated Cost of Construction:	\$892,000
Delta Engineering Design:	97,500
City of Las Vegas Administration	5,000

Begin Construction:	September, 1984
Complete Construction:	February, 1985

FISCAL IMPACT

\$102,500. Funds are available from the proceeds of the sewer bond issue.

RECOMMENDATIONS

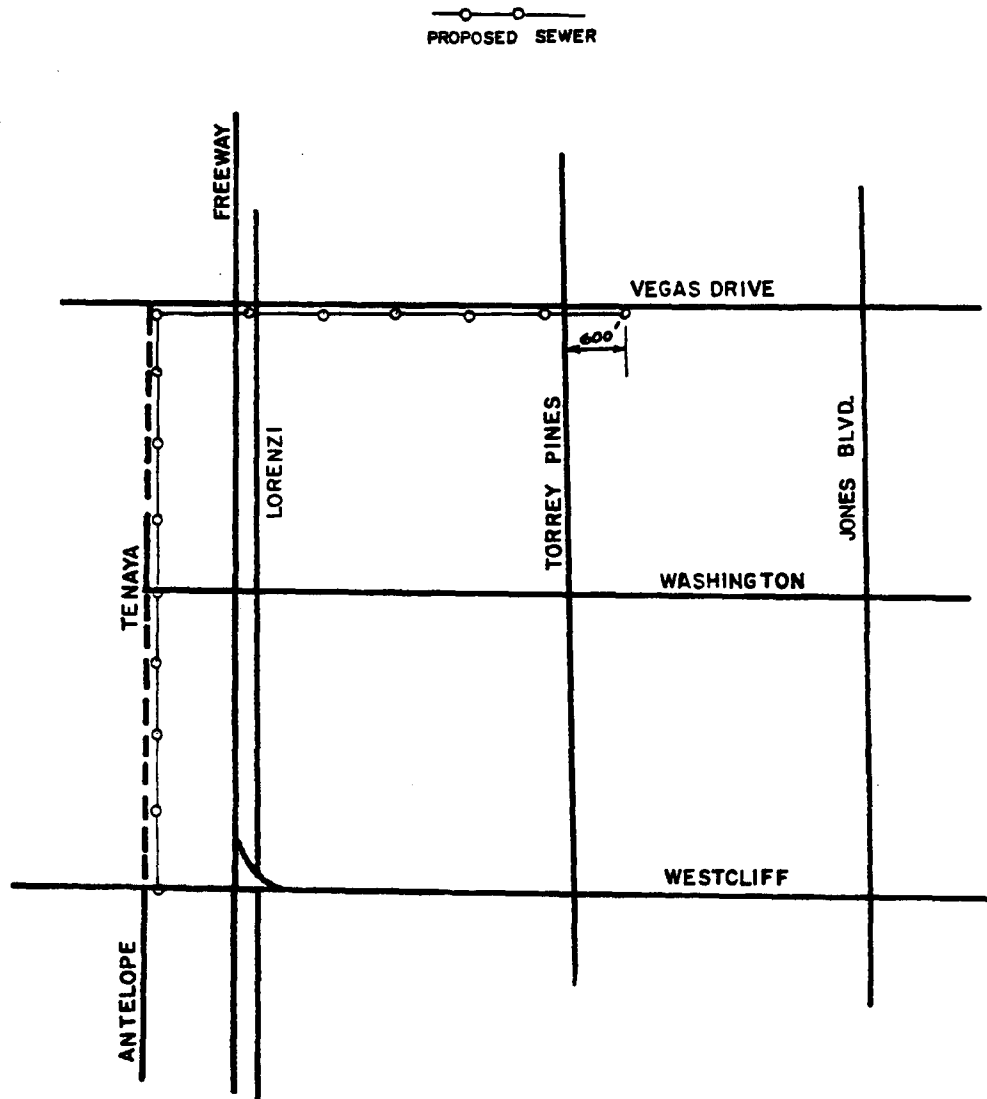
The Director of Engineering Services recommends that the City Council authorize the Mayor to execute the agreement.


C. E. GILPIN
Director of Engineering Services

Agenda Item 11/16/83

IV (i). E. 3.

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TENAYA/VEGAS DRIVE
INTERCEPTOR SEWER

CONSULTANT AGREEMENT

THIS AGREEMENT, and accompanying Supplemental Terms, made and entered into as of the 16th day of November, 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 DELTA ENGINEERING, INC. (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H :

WHEREAS, the CITY OF LAS VEGAS is the governmental entity responsible for providing sewer services to the residents within its corporate boundaries; and

WHEREAS, the CITY OF LAS VEGAS has recently completed an inventory of its existing sewer system and based upon this inventory, has devised an action plan to address existing and anticipated sewer capacity problems; and

WHEREAS, the CITY OF LAS VEGAS, after reviewing the recommendations of said action plan, has determined the need for the installation of an interceptor sewer line along the alignment of Vegas Drive from Jones Boulevard to Lorenzi Boulevard and south along Tenaya Drive from Vegas Drive to Westcliff Drive (hereinafter referred to as the "Project") so as to relieve existing sewer lines that are presently functioning at capacity or expected to reach capacity in the near future; and

WHEREAS, the CITY OF LAS VEGAS desires to retain the services of CONSULTANT to provide the services hereinafter described in connection with the installation of the sewer line along the aforementioned location.

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 VIII 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 VIII of this Agreement and to the Supplemental Terms attached hereto as Exhibit "A".

SECTION I: SERVICES OF CONSULTANT

A. DESIGN RESEARCH

1. Consult with the CITY OF LAS VEGAS to clarify and define the Project requirements, review available data and discuss general scheduling requirements.
2. Determine location of existing right-of-way and determine areas where right-of-way or easements will have to be obtained. This work is to be coordinated with the Right-of-Way personnel of the CITY OF LAS VEGAS.
3. Review existing topographic surveys and other pertinent surveys, as well as soils investigation data and make recommendations as to the need for other field surveys to supplement or confirm existing data in the CITY OF LAS VEGAS' files.

4. Obtain or conduct field surveys to supplement or confirm existing data, or as required for the preparation of the Design Memo.
5. CONSULTANT shall contract for the services of a local geotechnical firm for the purpose of obtaining soil borings. Borings shall be taken approximately, as a minimum, every 500 feet and shall be to a depth of 12 feet minimum.
6. Review the CITY OF LAS VEGAS sewage flow analysis for the service area that will be contributing to the proposed sewer interceptor.
7. Review and analyze problems that may be associated with large diameter interceptors that have low flows and review possible solutions or alternatives.
8. Meet with utility companies and conduct field survey and reconnaissance work for the purpose of determining location of existing utilities and what effect they might have on the final design.
9. Review possible traffic problems that might result during construction and analyze solutions.
10. Investigate alternate alignment to determine the most cost effective route.
11. Make recommendations for final route, depth of pipe, approximate slopes and prepare preliminary quantity and cost estimate.
12. CONSULTANT will provide the CITY OF LAS VEGAS with copies of a draft memo for their comments and will include all agreed upon corrections and/or additions in the final design memo.

B. DESIGN PHASE

1. Provide all required land surveying necessary for the preparation of legal descriptions. Preparation of all required legal descriptions and documents for required right-of-way and/or easements shall be prepared by the CITY OF LAS VEGAS Right-of-Way personnel.
2. Contract for additional borings as may be required by the Design Report in order that all conditions can be taken into account when preparing the final design drawings and also to enable the contractors to make a more knowledgeable bid.
3. Perform all necessary horizontal and vertical surveys required in order to locate all existing structures and establish elevations that will be required for preparation of final design plans. Obtain aerial topography along the sewer route and use the plan and profile sheets as prepared by the aerial topography firm.
4. Prepare required plan and profile plans showing new construction, location of existing utilities, adjustment or relocation of existing utilities that may be required, construction details, traffic control plan during construction; submit to all utility companies and governing agencies that will have jurisdiction for their review and approval.

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5. Prepare final specifications and contract documents for all phases of construction.
 6. Submit monthly progress status reports to the CITY OF LAS VEGAS which discuss details of the Project plans, review job progress, review cost control information and incorporate CITY OF LAS VEGAS' requirements and needs.
 8. Provide the CITY OF LAS VEGAS with five (5) sets of completed plans and specifications for review purposes at 65% and 100% completion of the design. Provide one (1) set of mylar reproducible plans for the CITY OF LAS VEGAS' files.
 9. Coordinate with utility companies and regulatory agencies or other engineers engaged on the Project.
 10. Following completion of the Plans and specifications, prepare a detailed construction cost estimate.
 11. Assist the CITY OF LAS VEGAS in advertising for and obtaining bids for the Project construction. Furnish the CITY OF LAS VEGAS with sixty (60) copies of 24" x 36" contract drawings and sixty (60) sets of specifications for distribution to bidders.
 12. Be present at the pre-bid conference, the bid opening and the pre-construction conference. Analyze and tabulate bids received and make recommendations to the CITY OF LAS VEGAS for the award of the construction contract.
- C. CONSTRUCTION PHASE: With the commencement of this Project, to be initiated by the "Notice to Proceed" to the CONSULTANT, and throughout the construction phase of this Project, the CONSULTANT agrees to assume full and complete responsibility for the following Project services:
1. CONSULTANT shall assist the CITY OF LAS VEGAS, when necessary, in the interpretation of the plans and specifications, including all modifications or amendments thereof.
 2. CONSULTANT agrees to perform a final inspection, through its resident Project Engineer, with the CITY OF LAS VEGAS, of the completed Project and, if necessary, develop, or assist in its development, a punch list of those items remaining to be performed by the contractor in order for the Project to be fully completed and accepted by the CITY OF LAS VEGAS. CONSULTANT agrees to perform any subsequent inspections, if so requested, to determine if the punch list items have been completed by the contractor.
 3. CONSULTANT shall review all proposed changes in the plans, specifications or other contract documents for the purpose of recommending approval or disapproval of said changes. CONSULTANT shall assist the CITY OF LAS VEGAS in negotiations concerning said proposed changes with the contractor.
 4. Review laboratory, shop and mill test reports on materials and equipment.

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5. Conduct periodic visits (a minimum average of one visit per week) to the Project site during the critical or important stages of construction to observe and determine if the executed work and work in progress is proceeding in a timely manner, according to the plans, specifications and other contract documents, and to discover and report any defects or deficiencies in the work which are revealed during the periodic visit.
6. Observe initial operation of the Project, or of performance tests required by the specifications.
7. CONSULTANT agrees to consult with and advise the CITY OF LAS VEGAS as to the acceptability of sub-contractors and other persons and organizations proposed by the Prime Contractor or Contractors, and as to the acceptability of substitute materials and equipment proposed by the Contractor or Contractors.
8. CONSULTANT agrees to consult with and advise the CITY OF LAS VEGAS during construction; prepare elementary and supplementary sketches where required to resolve problems due to actual field conditions encountered.
9. CONSULTANT agrees to check detailed construction drawings, shop and erection drawings submitted by the Contractor for compliance with design concepts.

SECTION II: OUTSIDE SERVICES

CONSULTANT intends to execute one or more subcontracts with firms especially qualified to perform soils engineering, materials testing or other specialized services. Said subcontract(s) are subject to review and approval by the CITY OF LAS VEGAS.

SECTION III: 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. and I.B. above according to the following schedule:

Item	Completion Date
Design Research (Section I.A.)	30 calendar days from issuance of the Notice to Proceed
Design Phase (Section I.B.)	90 calendar days from approval of the Design Memo

The above deadlines are to exclude from the time intervals any review time by the CITY OF LAS VEGAS. With respect to these deadlines, the parties agree that time is of the essence.

It is understood and agreed that the services to be provided under Section I.C., "CONSTRUCTION PHASE" shall begin with commencement of construction of the Project, proceed in a timely manner as required by the progress of construction activities and shall continue until final approval and acceptance of the Project by the CITY OF LAS VEGAS.

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SECTION IV: COMPENSATION AND
MANNER OF PAYMENT

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

1. "Salary Expenses" are defined as the hourly wage rate for those employees utilized by the CONSULTANT in the performance of this Agreement.
2. "Hourly Wage Rate" is hereby defined to mean the hourly wage paid to a particular employee. The current hourly wage rate for those employees anticipated by the CONSULTANT to be utilized in the performance of this Agreement will be on file in the Department of Engineering Services. Any change in the hourly wage rate schedule shall be signed by the CONSULTANT and submitted for approval to the Department of Engineering Services.
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, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference as a part of this Agreement.

B. Compensation Formula: It is agreed by the parties that compensation of the CONSULTANT shall be on a cost plus fixed fee basis subject to the limitations set forth below. The CITY OF LAS VEGAS agrees to reimburse the CONSULTANT for its costs, to wit: (i) Salary Expenses times a multiplier of either 2.44 for Office Personnel or 2.39 for Field Personnel, whichever is appropriate, and (ii) Direct Non-Salary Expenses times a multiplier of 1.05, incurred in the performance of this Agreement, and to pay (iii) a Fixed Fee in the total amount of Eleven Thousand Three Hundred Fifty and 00/100 Dollars (\$11,350.00) in the manner provided under Section IV.D.

Any changes or modifications in the hourly wage rate shall require only the approval of the Director of Engineering Services of the CITY OF LAS VEGAS and shall not constitute a modification of this Agreement within the provisions of Section XXI of the Supplemental Terms.

C. Compensation Amount and Limitations: The Salary Expenses, Direct Non-Salary Expenses, and Fixed Fee to be paid to the CONSULTANT shall not exceed the following amounts unless specifically authorized in writing by the CITY OF LAS VEGAS:

(a)	(b)	(c)	(d)
Salary Expenses	+ Direct Non-Salary Expenses	+ Fixed Fee	= Total Payment
\$70,150	+ 16,000	+ 11,350	= \$97,500

The CONSULTANT agrees to complete the performance of this Agreement despite having reached the payment limits set forth above. It is understood and agreed 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 Salary Expenses and Direct Non-Salary Expenses may, or may not, be reached by the CONSULTANT.

0070

Although the CITY OF LAS VEGAS may authorize and consent to higher limits in the Salary Costs or Direct Non-Salary Expenses (Columns (a) and (b)) set forth above, it is agreed by the parties that upward adjustments in those limits shall not be accompanied by, or result in, adjustments to the Fixed Fee (Column (c)) unless the increase is the result of a significant change in the scope of the work required herein.

- D. Manner of Payment: CONSULTANT, as a prerequisite to the obligation on the part of the CITY OF LAS VEGAS for payment of the compensation provided herein, shall submit monthly invoices which have been reviewed, approved and signed by the principal engineer in charge for the CONSULTANT requesting payment for services performed the preceding month. The submitted invoices shall reflect the following information:
1. Salary Expenses: The amount of Salary Expenses for which compensation is sought by the CONSULTANT shall be shown on the invoice along with the name or position of the employee, the number of hours worked and the hourly wage rate of the employee.
 2. Direct Non-Salary Expenses: The amount of Direct Non-Salary Expenses for which compensation is sought by the CONSULTANT. Where possible, receipts shall be attached to the monthly invoice.
 3. Fixed Fee: The amount of fixed fee for which compensation is sought by the CONSULTANT which shall equal the same percentage of the Salary Expenses for that month.

Payment of such invoices shall be on or within thirty (30) days of the date of receipt of the CONSULTANT'S invoice by the CITY OF LAS VEGAS.

SECTION V: INSURANCE

- A. The 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 Liability 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 \$250,000 minimum covering the negligent acts or omissions of the CONSULTANT

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committed during the performance of this Agreement. Said insurance shall be maintained in force and effect until the date that the completed Project is accepted by the CITY OF LAS VEGAS and followed by a two (2) year discovery period commencing immediately subsequent to acceptance of the completed Project.

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

SECTION VI: PROJECT REPRESENTATIVE

The CONSULTANT designates the following individual as the CONSULTANT'S representative and project engineer for this Project.

Any change in the above designation will be allowed only by written approval of the CITY OF LAS VEGAS. Such approval shall not be withheld if individuals with comparable qualifications are proposed.

SECTION VII: NOTICES

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

CITY OF LAS VEGAS:	CITY OF LAS VEGAS Director of Engineering Services 400 E. Stewart Avenue Las Vegas, Nevada 89101
CONSULTANT:	DELTA ENGINEERING, INC. 4601 West Sahara Avenue Las Vegas, Nevada 89102

SECTION VIII: ENTIRE AGREEMENT

Sections I through VIII and the Supplemental Terms constitute the entire Agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations,

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representations and agreements with respect thereto not incorporated in such Agreement documents are hereby cancelled.

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

CITY OF LAS VEGAS, NEVADA
a Municipal Corporation

By William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

DELTA ENGINEERING, INC.

By Nelson E. Pryor

ATTEST:

DeLana Maper
Secretary

EXHIBIT "A"

SUPPLEMENTAL TERMS

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

SECTION I: COORDINATION

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

SECTION II: TERMINATION

The CITY OF LAS VEGAS reserves the right to terminate this Agreement without cause or default on the part of the CONSULTANT immediately upon written notification to the CONSULTANT. Notification of the CONSULTANT is deemed to have occurred on that date that the CITY OF LAS VEGAS deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in the Section entitled "Notices" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A".

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

SECTION III: DEFAULT

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

4. If CONSULTANT should, in the judgment of CITY OF LAS VEGAS, neglect to prosecute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto:

Then, if any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, CITY OF LAS VEGAS may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement, suspend payment of all pending invoices otherwise due to CONSULTANT hereunder, finish the work by such means as CITY OF LAS VEGAS may see fit, deducting from any balance due CONSULTANT the cost of finishing the work if the CITY OF LAS VEGAS cannot complete the performance of this Agreement with the remaining funds originally set aside and budgeted for this project and paying the excess, if any, to CONSULTANT and in the event the cost of finishing CONSULTANT's work exceeds the balance due CONSULTANT, such excess shall be paid by CONSULTANT to CITY OF LAS VEGAS within five (5) days of invoicing by CITY OF LAS VEGAS, or (b) terminate this Agreement and all the obligations imposed hereunder, including the obligation of any further payment for the services of the CONSULTANT except for the reasonable value for all work and services performed to the date of termination. The costs and expenses of completing the work of CONSULTANT shall be computed and audited by CITY OF LAS VEGAS' designated representative, whose certification thereof shall be final and binding upon the parties. The audit shall be made in accordance with generally accepted accounting principles and CONSULTANT shall pay all costs of such audit.

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

SECTION IV: OWNERSHIP OF DOCUMENTS

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

SECTION V: INDEMNITY

Notwithstanding any of the insurance requirements hereinabove set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY OF LAS VEGAS,

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

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

SECTION VI: ASSIGNMENT

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

SECTION VII: WAIVER

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

SECTION VIII: DESIGNATION OF REPRESENTATIVE

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

SECTION IX: CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

- A. That it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete

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

- B. That the CONSULTANT holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license.

SECTION X: CONSULTANT'S EMPLOYEES

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

SECTION XI: INDEPENDENT CONTRACTOR

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

SECTION XII: APPLICABLE LAW

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

SECTION XIII: COMPLIANCE WITH LAWS

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

SECTION XIV: SEVERABILITY

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

SECTION XV: PROHIBITION AGAINST CONTINGENT FEES

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

0077

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.

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

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

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

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

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

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

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

Exhibit "B"

AGENDA*City of Las Vegas*

0079

Page 22

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

November 16, 1983

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

10:32 A. Appeal of Denial of Work Card:

Roy W. Griffith II

Nolen -
DENIED
Unanimous
(Briare excused)Clerk to notify
Appellant not
present

10:52 B. Appeal of Denial of Work Card:

Samuel M. Oates

Nolen -
Referred back to
Metro
Unanimous
(Briare excused)

(Police report made part of record)Lt. Hanief, LVMPD
appeared

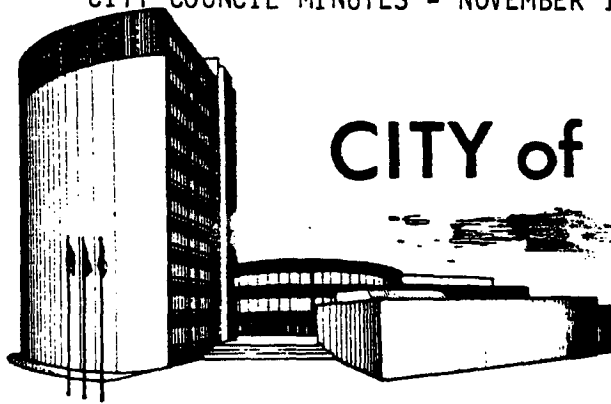
Samuel Oates
appeared10:43 C. Resolution Declaring that the Real
Property Situate on Carson Street Between
Casino Center Boulevard and Third Street Will
No Longer Be Required for the Purposes for
Which the Same Was Acquited, to-wit,
Off-Street Public Parking, or Other
Reasonable Public Use.Levy -
ADOPTED Resolution
and APPROVED time-
table.
Unanimous
(Briare excused)

Staff to proceed

10:45 D. Approval of Form of Lease Re: Carson
Street Garage.Levy -
APPROVED as recom-
mended
Unanimous
(Briare excused)

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 0080

October 28, 1983

Mr. Roy W. Griffith II
 4005 Colusa
 Las Vegas, Nevada 89112

Dear Mr. Griffith:

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, November 16, 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.

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

Linda M. Owens

By

Linda M. Owens
 Acting City Clerk

CAH:LMO:mpk

cc: City Attorney
 Las Vegas Metropolitan Police Dept. - SIB



0081

RECEIVED

OCT 28 3 48 PM '83

CITY CLERK

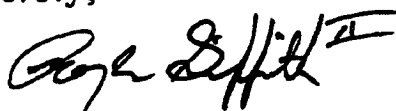
October 28, 1983

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

Dear Ms. Hawley:

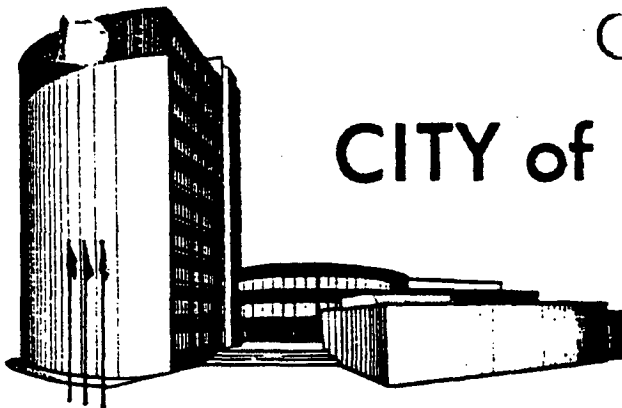
This letter constitutes my formal appeal of a denial of my work card by the Las Vegas Metropolitan Police Department. I wish to appeal this denial before the City Council.

Sincerely,



Roy W. Griffith II
4005 Colusa
Las Vegas, Nevada 89112
702-459-4578

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

October 26, 1983

Mr. Samuel M. Oates
 1957 Debra Street
 Las Vegas, Nevada 89102

Dear Mr. Oates:

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, November 16th, 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
 X.M.O.
 CAROL ANN HAWLEY
 CITY CLERK

cc: CITY ATTORNEY, METROPOLITAN POLICE DEPARTMENT - SIB



October 26, 1983

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

Dear Ms. Hawley:

The 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 "Samuel M. Oates". The signature is written in dark ink and is positioned above the typed name and address.

SAMUEL M. OATES
1957 DEBRA STREET
LAS VEGAS, NEVADA 89102

AGENDA DOCUMENTATION

Date: November 14, 1983

TO: The City Council

FROM: *George F. Gilman*
CITY ATTORNEY

SUBJECT: Resolution Declaring that the Real Property Situate on Carson Avenue Between Casino Center Boulevard and Third Street is No Longer Required for Off-Street Public Parking and Initiating the Procedure to Lease
PURPOSE/BACKGROUND the Same to a Private Operator

At its meeting which was held on September 21, 1983, the City Council directed the City staff to prepare a proposal for competitive bidding for the right to lease the Carson Avenue Parking Facility. The first step in acquiring authority to lease the facility, pursuant to NRS 268.050, is the referral of the lease proposal to the Planning Commission for its review and recommendation. The Resolution which is before you, if it is adopted, will accomplish that objective.

After the City Council receives the recommendation of the Planning Commission, it must hold at least one public hearing on the proposal, of which notice must be given in the manner which is provided in NRS 268.050(3). If the City Council, after the hearing, determines that the continued operation of the facility by the City will be unnecessarily burdensome or that the lease thereof will be otherwise advantageous to the City and its citizens, it may adopt a resolution which states that determination and authorizes the execution of the lease upon the completion of the competitive bidding process.

It is suggested that the City Council establish the following timetable for the necessary actions in connection with the proposed leasing, which are set forth opposite the respective dates, to be taken, to-wit:

- 12-8-83 -- Planning Commission receives and considers proposal to lease facility.
- 1-4-84 -- City Council receives and considers recommendation of Planning Commission, sets date for public hearing on 1-18-84 and directs City Clerk to give notice thereof (which must be given by publication, posting and mailing to the record owners of all real property within a radius of 300 feet of the facility not less than 10 days nor more than 40 days prior to the hearing).
- 1-6-84 -- City Clerk gives notice of public hearing in the manner which is described above.
- 1-18-84 -- City Council holds public hearing on proposal to lease facility, adopts resolution determining whether or not to proceed with proposed leasing and, if it determines to proceed, authorizes staff to solicit competitive bids.
- 1-20-84 -- City staff publishes and mails invitations to bid.
- 2-8-84 -- City staff opens and evaluates bids.

Agenda Item

V-C

City of Las Vegas

0085

AGENDA DOCUMENTATION

Date: November 14, 1983TO:
The City CouncilFROM:
CITY ATTORNEY

SUBJECT: Resolution Declaring that the Real Property Situate on Carson Avenue
Between Casino Center Boulevard and Third Street is no Longer Required
~~for Off-Street Public Parking and Initiating the Procedure to Lease~~
PURPOSE/BACKGROUND the Same to a Private Operator (cont.)

2-15-84 -- City Council receives City staff's
recommendation with respect to sealed
bids, holds public auction, awards
lease to successful bidder and authorizes
Mayor to execute Indenture of Lease on
behalf of City.

4-1-84 -- City vacates facility and 50 year lease
term commences.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council take the appropriate
steps to adopt this Resolution, that the Mayor be authorized to
execute the same on behalf of the City of Las Vegas and that the
timetable which is set forth above be approved.

Agenda Item

V-C

RESOLUTION

WHEREAS, the City of Las Vegas, Nevada (the "City" herein), is the governmental entity which is responsible for providing for the public health, safety and general welfare of those individuals who reside within its corporate boundaries; and

WHEREAS, pursuant to the provisions of Section 2.240 of its City Charter, the City is authorized to provide for the needs of the public for parking in its central business district by acquiring, improving, equipping, operating and maintaining off-street public parking facilities; and

WHEREAS, in 1961, pursuant to that authorization, the City retained the services of a parking consultant, Wilber Smith and Associates, to assess and evaluate the needs of the public for off-street public parking in its central business district and to make appropriate recommendations to satisfy those needs; and

WHEREAS, that study indicated that there was a need for additional off-street public parking facilities in the central business district of the City and recommended the construction thereof; and

WHEREAS, in order to implement that recommendation, the City issued its Off-Street Parking Revenue and General Obligation Bonds, Series February 1, 1966 (the "Bonds" herein), and, with the proceeds thereof, proceeded to acquire, through the exercise of its power of eminent domain which is conferred upon it by said Section 2.240 of its City Charter, the necessary real property for the recommended public off-street parking facilities and to construct thereon the two municipal parking facilities which are situate at and commonly known as 222 East Carson Avenue, Las Vegas, Nevada (the "Carson Avenue Facility" herein), and 333 East Ogden Avenue, Las Vegas, Nevada; and

1 WHEREAS, since those municipal parking facilities were
2 constructed, many of the downtown hotels and Clark County have
3 constructed additional off-street parking facilities in the
4 central business district of the City, with the apparent result
5 that the need for such municipal parking facilities has diminished
6 considerably; and

7 WHEREAS, in order to confirm that fact, the City has
8 retained the services of another parking consultant, International
9 Parking Design, Inc., to evaluate the comparability of the
10 physical structure and location of Clark County's newly constructed
11 parking facility which is situate at the southwest corner of the
12 intersection of Casino Center Boulevard and Bridger Avenue with
13 the physical structure and location of the Carson Avenue Facility
14 in terms of satisfying the public need for off-street public
15 parking in the central business district of the City; and

16 WHEREAS, that study indicates that Clark County's newly
17 constructed parking facility will provide the public with a
18 parking facility which is superior in structure and comparable in
19 location to the Carson Avenue Facility and will adequately satisfy
20 the public need for off-street public parking in the central
21 business district of the City, to the same extent as does the
22 Carson Avenue Facility; and

23 WHEREAS, the City has operated its two public off-
24 street parking facilities over the years at a financial loss, due,
25 in part, to the requirements of the Bonds, which continue to
26 impose a substantial financial burden and drain upon the City's
27 financial resources; and

28 WHEREAS, the City desires to eliminate this burden and
29 drain upon its financial resources and, at the same time, continue
30 to make the Carson Avenue Facility available for off-street
31 parking by means of a lease of that facility to a private
32 operator; and

1 WHEREAS, based upon the study by International Parking
2 Design, Inc., the City Council of the City has determined, and
3 by this Resolution does so determine, that the needs of the
4 public for off-street parking in the central business district
5 of the City will continue adequately to be met by Clark County's
6 newly constructed parking facility in the same manner and to the
7 same extent as does the Carson Avenue Facility and that, accord-
8 ingly, the Carson Avenue Facility may be disposed of in the
9 manner which is described by law; and

10 WHEREAS, NRS 268.050 sets forth the exclusive procedure
11 whereby property which has been acquired by an incorporated city,
12 either through the exercise of the power of eminent domain or
13 under the threat of eminent domain proceedings, may be disposed
14 of; and

15 WHEREAS, said City Council desires, by this Resolution,
16 to initiate the procedure whereby the City may lease the Carson
17 Avenue Facility to the private operator whose proposal, submitted
18 by sealed bid or at public auction, offers the highest total
19 rent for such facility in accordance with the proposed Indenture
20 of Lease, a copy of which is attached hereto and by this reference
21 made a part hereof.

22 NOW, THEREFORE, pursuant to the requirements of NRS
23 268.050, be it resolved by the City Council of the City of Las
24 Vegas, Nevada, at a regular meeting thereof held on the 16th
25 day of November, 1983, that the proposal to lease the Carson
26 Avenue Facility for the term and upon the terms and conditions
27 which are set forth in the proposed Indenture of Lease attached
28 hereto be, and the same hereby is, referred to the Las Vegas
29 Planning Commission with the request that that body consider said
30 proposal and submit its recommendations thereon to said City
31 Council.

32 BE IT FURTHER RESOLVED that the City Clerk be, and she

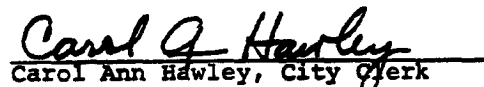
1 hereby is, authorized, empowered and directed forthwith to forward
2 a copy of this Resolution to the Secretary of the Las Vegas
3 Planning Commission with the request that it be considered by
4 that body at its meeting which is to be held on Thursday,
5 December 8, 1983.

6 PASSED, ADOPTED and APPROVED this 16th day of
7 November, 1983.

8 APPROVED:

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11 WILLIAM H. BRIARE, MAYOR

12 ATTEST:

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15 Carol Ann Hawley, City Clerk
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AGENDA DOCUMENTATION

Date: Nov. 14, 1983

TO: The City Council

FROM: *James F. Gilmore*
CITY ATTORNEY

0090

SUBJECT: Approval of Form of Lease Re: Carson Avenue Parking Facility

PURPOSE/BACKGROUND

This item is a companion measure to the next preceding agenda item and involves the approval of the form of lease to be used in the competitive bidding process and as the formal document pursuant to which the Carson Avenue Parking Facility will be leased to the successful bidder.

In summary, the proposed Lease provides for a 50 year term during which the facility must be used for the off-street parking of motor vehicles, and that the total rent therefor, which will be established by competitive bidding, will be payable as follows:

1. \$1,175,000.00 (the present unpaid principal amount of the parking garage bonds) is to be paid upon the execution of the Lease; and
2. The balance of the total rent is to be amortized over the 50 year term of the lease and payable in equal annual installments, in advance, commencing on the first day of the lease term and on each successive anniversary date thereof.

The total rent, and the annual installments thereof, is subject to adjustment at intervals of every five years in the same proportion that the index figure of the Consumer Price Index for the day on which notice of the adjustment is served on the lessee has increased above the index figure for the first day of the five year period in which the notice is given. (For example, the adjustment in rent for the five year period from 1994 to 1999 will be in the same proportion that the index figure for the day on which the notice is served has increased above the index figure for the first day of the 1989-1994 period.) As security for the faithful performance by the lessee of all of the terms and conditions of the lease, including the payment of rent, the lessee must deposit with the City, on the first day of the lease term, an amount equal to the first annual installment of rent.

Other than a provision which requires the lessee to repair the spalling condition which presently exists in the facility within the first year of the term of the lease and one which reserves to the City the right to use two parking spaces and the storage area which the City presently uses for the storage of old records and the option to use portions of the second and third floors in connection with any overall downtown transportation plan, all of the provisions of the lease are fairly normal, straightforward lease provisions.

It is contemplated that the bidders will submit sealed bids for the total rent over the 50 year term of the lease, which will

Agenda Item

V-D

City of Las Vegas

AGENDA DOCUMENTATION

Date: Nov. 14, 1983TO:
The City CouncilFROM:
CITY ATTORNEY

SUBJECT: Approval of Form of Lease Re: Carson Avenue Parking Facility (cont.)

PURPOSE/BACKGROUND

be subject to adjustment every five years as described above. At the meeting in which the City Council considers the bids, a public auction will be conducted during which all persons who submitted sealed bids will have the opportunity to bid against each other orally for the lease. In order for any such bid to be considered, the amount thereof must exceed by at least 5% the amount of the highest sealed bid or the next preceding valid oral bid, as the case may be.

FISCAL IMPACT

The amount of money which the proposed lease will generate for the City over the 50 year lease term will be determined by competitive bidding as described above.

RECOMMENDATIONS

It is recommended that the Indenture of Lease, in substantially the form presented herewith, be approved as the form of lease to be used in the competitive bidding process and as the formal document pursuant to which the Carson Avenue Parking Facility will be leased to the successful bidder.

Agenda Item

V-D

INDENTURE OF LEASE

0092

THIS INDENTURE OF LEASE, made and entered into this _____ day of January, 1984, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as "Lessor"), and _____

(hereinafter referred to as "Lessee"), the foregoing parties sometimes hereinafter referred to singly as "Party" and collectively as "Parties";

WITNESSETH:

WHEREAS, Lessor is the owner and operator of those certain public off-street parking facilities which are situate at and commonly known as 222 East Carson Avenue, Las Vegas, Nevada (the "Demised Premises" herein), and hereinafter described with particularity, which, along with other public off-street parking facilities which are situate at and commonly known as 333 East Ogden Avenue, Las Vegas, Nevada, were constructed with the proceeds of Lessor's Off-Street Parking Revenue and General Obligation Bonds, Series February 1, 1966 (the "Bonds" herein), during a period in which studies indicated that there was a need for additional public off-street parking facilities in the central business district; and

WHEREAS, since those parking facilities were constructed, many of the downtown hotels and Clark County have constructed additional off-street parking facilities in the central business district, with the result that the need for the public off-street parking facilities which are owned and operated by Lessor has diminished considerably; and

WHEREAS, Lessor has operated its public off-street parking facilities over the years at a financial loss, due, in part, to the requirements of the Bonds, of which One Million One Hundred Seventy-Five Thousand and No/100ths Dollars (\$1,175,000.00) in principal amount remain outstanding, which

continue to impose a substantial financial burden and drain upon Lessor's financial resources; and

WHEREAS, Lessor desires to eliminate this burden and drain upon its financial resources and, at the same time, continue to make the Demised Premises available for off-street parking by means of a lease of the Demised Premises to a private operator; and

WHEREAS, Lessee desires to lease the Demised Premises for the term and upon the terms and conditions hereinafter set forth and, in connection therewith, is willing to advance, from the total rent for the term of this Lease, the sum of One Million One Hundred Seventy-Five Thousand and No/100ths Dollars (\$1,175,000.00) to retire the Bonds.

NOW, THEREFORE, for and in consideration of the premises and of the terms, conditions and mutual covenants and agreements hereinafter contained, the Parties do hereby agree as follows:

Section 1. DEMISE, USE AND DESCRIPTION OF DEMISED PREMISES.

Lessor hereby leases to Lessee, and Lessee hires from Lessor, for the purpose of conducting therein the operation of a garage for the off-street parking of motor vehicles, those certain premises, with appurtenances, situate at and commonly known as 222 East Carson Avenue, Las Vegas, Nevada, and more particularly described in the schedule attached as Exhibit "A" hereto and shown on the plat attached as Exhibit "B" hereto, both of which by this reference are made parts hereof. As used herein, the term "Demised Premises" refers to the real property described in Exhibits "A" and "B" and to any improvement located thereon from time to time during the term hereof.

Section 2. TERM AND DELIVERY. The term of this Lease shall be for fifty (50) years, commencing on the 1st day of April, 1984, and ending on the 31st day of March, 2034. Should Lessor be unable to deliver possession of the Demised Premises on or before April 1, 1984, then Lessee will accept possession at such later date as is mutually agreed on by the Parties. In case of such

later delivery of possession, the term of this Lease shall commence on the date of such later delivery and shall be extended automatically to and including the last day of the calendar month in which there shall have expired the full fifty (50)-year period. If possession of the Demised Premises is not delivered to Lessee by December 31, 1984, Lessee shall have the right to terminate this Lease by giving to Lessor written notice of termination at any time thereafter but prior to the day on which Lessor shall deliver possession of the Demised Premises to Lessee.

Section 3. RENT. The total rent for the term of this Lease shall be _____ Dollars (\$_____) in lawful money of the United States of America, plus any adjustment as provided in Section 4 hereof, which Lessee agrees to pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor as follows: One Million One Hundred Seventy-Five Thousand and No/100ths Dollars (\$1,175,000.00) upon the execution hereof and the balance in annual installments, in advance, in the sum of _____ Dollars (\$_____) each, the first such installment to be due and payable on April 1, 1984, or such later date as may be established for the commencement of the term hereof pursuant to Section 2 above, and each subsequent installment to be due and payable on each successive anniversary date thereof. All of such installments and the total rent of _____ Dollars (\$_____) provided above shall be subject to any adjustment as provided for in Section 4 hereof.

Section 4. ADJUSTMENT OF RENTAL. Lessor shall have the right to increase the rental to be paid by Lessee commencing on April 1, 1989, or, if a date later than April 1, 1984, is established for the commencement of the term hereof pursuant to Section 2 above, five (5) years after such later commencement date, and at intervals of every five (5) years thereafter, in the following manner:

In the event Lessor determines to increase such rent at any of the times specified above, Lessor shall so notify Lessee in writing at least ninety (90) days prior to the effective date of such increase and in such event the rental thereafter to be paid by Lessee, or until further adjustment as herein provided, shall be increased in the same proportion that the index figure of the Consumer Price Index published by the Bureau of Labor Statistics, United States Department of Labor, which is applicable to the Southern Nevada area, all items, for the day on which such notice is served on Lessee has increased above such index figure, if in respect of the five (5) year period from April 1, 1989, to March 31, 1994, for April 1, 1984, and, in respect of each succeeding five (5) year period thereafter, for the first day of the then current five (5) year period. (By way of illustration, the increase, if any, in rent for the five (5)-year period from April 1, 1994, to March 31, 1999, will be in the same proportion that such index figure for the day on which such notice is served on Lessee has increased above such index figure for April 1, 1989.)

If the rent is so increased, then, at the expiration of any five (5)-year period thereafter, Lessee shall have the right to require a decrease in the rental in the same proportion that such index figures may have decreased; provided, however, that in no event shall the rental be decreased below the amount specified in Section 3 hereof.

If the Bureau of Labor Statistics should, at any time during the term hereof, revise or change the methods or basic data used in calculating such index in such a way as to affect the direct comparability of the revised or changed index figure with the index figure for the applicable base date, the Bureau shall be requested to furnish a conversion factor designed to adjust to the new basis the aforementioned index figure for the applicable base date.

If the Consumer Price Index, as now constituted, compiled and published ceases to be compiled and published during the term

hereof, then the Bureau of Labor Statistics shall be requested to furnish a statement converting the index figure for the applicable base date to a figure that would be comparable in another index published by the Bureau of Labor Statistics, and such other index shall be used in computing the rental increase provided for above.

If no conversion or other index is available, then such rental increase shall be determined by arbitration in the manner provided for in Section 26 hereof.

Section 5. RESERVATION OF PORTIONS OF DEMISED PREMISES FOR USE BY LESSOR.

(a) Parking spaces and storage area. Lessor hereby reserves unto itself the right to occupy:

(1) The two (2) parking spaces in the Demised Premises which are outlined in red on Exhibit "B" hereto for use by the offices, employees and agents of Lessor during periods in which they are transacting Lessor's business at the Clark County Courthouse and surrounding area. In the event that alterations to the Demised Premises by Lessee said described spaces unusable or unaccessible, Lessee shall provide two (2) parking spaces in a comparable location within the Demised Premises for use by the offices, employees and agents of Lessor.

(2) The storage room which is outlined in blue on Exhibit "B" hereto. In the event that Lessor shall, at any time abandon its use of said described storage space, the reservation provided for in this paragraph shall become and be null and void and of no further force and effect.

Any occupancy of said described portions of the Demised Premises by Lessor pursuant to paragraphs 1 and 2 of this subsection shall be without reduction in the fixed annual rent specified in Section 3 hereof, and Lessor shall have free access to and from said portions throughout the term of this Lease.

(b) Option to reserve additional portions. Lessor shall have the option, exercisable at any time prior to the expiration

of the fifth year of the term of this Lease by giving Lessee written notice of such exercise at least ninety (90) days in advance of the intended occupancy, to further reserve the right to occupy those portions of the Demised Premises which are outlined in yellow in Exhibit "B" hereto for use in connection with Lessor's overall downtown transportation plan. In the event of the exercise by Lessor of said option, Lessor shall have the further right, at its sole cost and expense, to make such alterations, both structural and nonstructural, to the existing building, and such modifications to the exterior thereof, as Lessor, in its sole and absolute discretion, deems necessary, appropriate, expedient or desirable in order to effect full integration of said described portions into the overall downtown transportation plan.

(c) Reduction in rent. Upon the occupancy by Lessor of said described portions pursuant to the exercise of the option provided for in subsection (b) of this Section, Lessee shall be entitled to a credit against the fixed annual rent hereunder in an amount to be agreed upon in writing by Lessor and Lessee, or, if such agreement is not reached within ninety (90) days after such occupancy, then the amount of said credit shall be determined by arbitration in the manner provided for in Section 26 hereof.

Section 6. USES PROHIBITED. Lessee shall not use, or permit the Demised Premises, or any part thereof, to be used, for any purpose or purposes other than the purpose for which the Demised Premises are hereby leased; and no use shall be made or permitted to be made of the Demised Premises, nor any act done, which will cause a cancellation of any insurance policy covering the buildings located thereon or any part thereof, nor shall Lessee sell, or permit to be kept, used or sold, in or about the Demised Premises, any article which may be prohibited by the standard form of fire insurance policy. Lessee shall, at its sole cost and expense, comply with all of the requirements, pertaining to

the Demised Premises, of any insurance organization or company necessary for the maintenance of insurance, as in Section 19 hereof provided, covering any building and appurtenances at any time located on the Demised Premises.

Section 7. WASTE AND NUISANCE PROHIBITED. Lessee shall not commit, or suffer to be committed, any waste or nuisance on the Demised Premises.

Section 8. ABANDONMENT. Lessee shall not vacate or abandon the Demised Premises at any time during the term of this Lease; and if Lessee shall abandon, vacate or surrender the Demised Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Demised Premises shall be deemed to be abandoned, at the option of Lessor.

Section 9. ENTRY BY LESSOR. Lessee shall permit Lessor and the agents of Lessor to enter into and on the Demised Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of nonresponsibility for alterations, additions or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Demised Premises thereby occasioned.

Section 10. TAXES AND ASSESSMENTS.

(a) Taxes as additional rental. As additional rental hereunder, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens or levies, whether general or special, ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge on the land hereby demised, or any part thereof, the leasehold of Lessee therein, the Demised Premises described herein or any building or other improvement now or hereafter thereon, or on Lessee's estate hereby created which may be a subject of taxation, or on Lessor

by reason of its ownership of the fee underlying this Lease, 0099
during the entire term hereof.

(b) Assessments affecting improvements. Specifically and without in any way limiting the generality of the foregoing, Lessee shall pay all special assessments, levies or charges made by any municipal or political subdivision for local improvements in cash as they fall due and before they become delinquent and as required by the act and proceedings under which any such assessment, levy or charge is made by any municipal or political subdivision. If the right is given to pay either in one lump sum or in installments, Lessee may elect either mode of payment, and its election shall be binding on Lessor. If, by making any such election to pay in installments, any of such installments shall be payable after the termination of this Lease or any extended term hereof, such unpaid installments shall be prorated as of the date of such termination, and the amounts payable after the termination date shall be paid by Lessor. All other taxes and charges payable under this Section shall be prorated at the commencement and expiration of the term hereof.

(c) Contesting taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy or other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so and to defer the payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest by giving to Lessor written notice thereof prior to the commencement of any such contest, which shall be at least sixty (60) days prior to delinquency, and by protecting Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment rate or governmental charge and from any costs, liability or damage arising out of any such contest.

(d) Disposition of rebates. All rebates on account of any such tax, rate, levy, charge or assessment, required to be paid, and actually paid, by Lessee under the provisions of this Lease

shall belong to Lessee, and Lessor will, on the request of Lessee, execute any receipt, assignment or other acquittance that may be necessary in order to secure the recovery of any such rebate and will pay over to Lessee any such rebate that may be received by Lessor.

(e) Receipts. Once in each calendar year during the term hereof, Lessee shall obtain and deliver to Lessor receipts or duplicate receipts or photostatic copies thereof for all taxes, assessments and other items required hereunder to be paid by Lessee.

Section 11. PERSONAL PROPERTY TAXES. Lessee shall pay before delinquency all personal property taxes assessed against the personal property of Lessee in or about the Demised Premises at any time during the term hereof.

Section 12. CONDITION OF DEMISED PREMISES; DISPOSITION OF IMPROVEMENTS; TRADE FIXTURES.

(a) Inspection of Demised Premises by Lessee. Lessee represents that it has inspected the Demised Premises and acknowledges that they are now in good condition and repair, save and except the concrete spalling condition which exists with respect to certain beams and columns in the existing building. In this connection, Lessee shall, prior to the expiration of the first year of the term hereof, (i) repair the concrete beams and columns where such spalling has occurred, (ii) repair the concrete floor slabs and increase end bearing at the expansion joints over the beams and (iii) improve expansion joint movement and clean and recaulk the expansion joints, all in accordance with plans approved by Lessor.

(b) Alterations to become part of realty. Subject to Lessee's right to make nonstructural alterations or improvements, as in Section 14 hereof provided, any alteration, improvement or installation made by Lessee to the Demised Premises shall at once become a part of the realty and belong to Lessor. On the expiration of this Lease or any sooner termination hereof, Lessee

shall, subject to the provisions of subsection (c) of this Section, surrender the Demised Premises and all improvements thereon to Lessor in good, sanitary and neat order, condition and repair.

(c) Removal of trade fixtures on termination. Lessee shall have the right to remove its trade fixtures from the Demised Premises at the expiration or other termination of this Lease, provided that Lessee is not then in default hereunder, provided that Lessee shall repair any damage to the Demised Premises caused by such removal and provided that such right of removal shall not extend or apply to any fixture or equipment installed by Lessee in substitution for or replacement of any fixture or equipment which is now in place on the Demised Premises.

Section 13. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

(a) Maintenance of improvements. Lessee shall, throughout the term of this Lease, at its sole cost and expense, and without any expense to Lessor, keep and maintain the Demised Premises, including all buildings, improvements and equipment of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary and neat order, condition and repair and, except as hereinafter specifically provided, shall restore and rehabilitate any improvement of any kind which may be destroyed or damaged by fire, casualty or other cause whatsoever. Lessor shall not be obligated to make any repair, replacement or renewal of any kind, nature or description whatsoever to the Demised Premises or to any building, improvement or equipment thereon or therein.

(b) Damage to and destruction of improvements. The damage, destruction or partial destruction of any building or other improvement which is a part of the Demised Premises shall not release Lessee from any obligation hereunder except as hereinafter expressly provided and, in case of damage to or destruction of any such building or improvement, Lessee, at its own expense, shall promptly repair and restore the same to a condition as good

or better than that which existed prior to such damage or destruction. Without limiting such obligations of Lessee, the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement.

(c) Damage or destruction occurring toward end of term. Anything to the contrary in the immediately preceding subsections of this Section notwithstanding, in case of destruction of any building or improvement on the Demised Premises or damage thereto from any cause so as to make the same untenable which occurs during the last five (5) years of the term hereof, Lessee, if not then in default hereunder, may elect to terminate this Lease by written notice served on Lessor within ninety (90) days after the occurrence of such damage or destruction. In the event of such termination, there shall be no obligation on the part of Lessee to repair or restore the building or improvements nor any right on the part of Lessee to receive any proceeds collected under any insurance policies covering such building or improvements, or any part thereof, and Lessee shall assign to Lessor all rights to receive such proceeds and shall pay over to Lessor any such proceeds received by Lessee prior to the effectiveness of such assignment. On such termination, rent, taxes, assessments and any other sum payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and, in the event any rent, tax or assessment shall have been paid in advance, Lessor shall rebate the same for the unexpired period for which payment shall have been made.

(d) Election not to terminate. If, in the event of such destruction or damage during the last five (5) years of the term hereof, Lessee does not elect to terminate this Lease, the proceeds of all insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement, and Lessee shall be obligated to repair or rebuild the buildings and improvements as above provided.

Section 14. ALTERATIONS BY LESSEE; ERECTION OF SIGNS. Subject

to the provisions of Section 17 hereof, Lessee is granted permission to make nonstructural alterations or improvements to the interior of the existing building without Lessor's approval, provided the cost of the same shall not exceed Five Thousand and No/100ths Dollars (\$5,000.00). Prior to making any nonstructural alteration or improvement to the interior of the building that costs in excess of Five Thousand and No/100ths Dollars (\$5,000.00), or any structural alteration or improvement to the interior of the building or any alteration or improvement to the exterior of the building, or prior to constructing any new improvement on the Demised Premises, including erecting thereon or affixing thereto any sign of any kind or character, Lessee shall submit to and obtain Lessor's written approval of plans and specifications therefor, which approval shall not be unreasonably withheld by Lessor. Such approval shall be evidenced by the joint signatures of the City Manager and the City Engineer of Lessor, which approval shall not unreasonably be withheld, and any disapproval by the City Manager or the City Engineer, or both, may be appealed to the City Council of Lessor. Any work done in or to the Demised Premises by Lessee, with or without the approval of Lessor as herein provided, shall comply with the requirements of all federal, state or municipal authorities having jurisdiction.

Section 15. MAINTAINING APPEARANCE OF DEMISED PREMISES. Lessee, at its expense, shall maintain the exterior of all buildings, whether now existing or later constructed, on the Demised Premises, the landscaping on or adjacent to, and all other portions of, the Demised Premises visible from the surrounding streets in as good, sanitary and neat order, condition and repair as the same exists on the commencement of the term hereof and at all times shall maintain sightly screens or barricades around any exterior garbage or storage areas. Landscaping of the areas on or adjacent to the Demised Premises, with proper gardening service, shall be maintained at all times along the street frontages

of the Demised Premises, except where necessary driveways are maintained, to insure an attractive appearance from the surrounding streets and from neighboring businesses facing such surrounding streets. 0104

Section 16. UTILITIES. Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the Demised Premises throughout the term herof and all other expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the Demised Premises and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof.

Section 17. LIENS.

(a) Lessee's duty to keep Demised Premises free of liens. Lessee shall keep the Demised Premises, and every part thereof, and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's and other liens for or rising out of or in connection with any work or labor done, services performed or materials or appliances used or furnished for or in connection with any operation of Lessee, any alteration, improvement, repair or addition which Lessee may make or permit or cause to be made, or any work or construction by, for or permitted by Lessee on or about the Demised Premises, or any obligation of any kind incurred by Lessee, and Lessee shall, at all times, promptly and fully pay and discharge all claims on which any such lien may or could be based and shall indemnify Lessor and all of the Demised Premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice not less than fifteen (15) days in advance of the commencement of any construction, or of any alteration, addition, improvement or repair, costing in excess of Five Thousand and No/100ths Dollars (\$5,000.00), in order that Lessor may post appropriate notices of Lessor's nonresponsibility.

(b) Contesting liens. If Lessee desires to contest any such lien, it shall notify Lessor of its intention to do so within thirty (30) days after the filing of such lien. In such case, and provided that Lessee shall, on demand, protect Lessor by a good and sufficient surety bond against any such lien and any cost, liability or damage arising out of such contest, Lessee shall not be in default hereunder until thirty (30) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall automatically constitute a default of Lessee hereunder without any notice from Lessor to Lessee. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense and damage resulting therefrom.

Section 18. INDEMNIFICATION OF LESSOR. Lessor shall not, at any time or to any extent whatsoever, be liable, responsible or in any way accountable for any injury to or death of persons or loss, destruction or damage to property, including the property and employees of Lessee, occurring in, on or about the Demised Premises or wherever occurring, resulting from any use of or activities on the Demised Premises or the operations of Lessee under this Lease, whether such injury, death, loss, destruction or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the Demised Premises, or shall result from or be caused by any other matter or thing, whether of the same kind as or of a different kind than the matters or things above set forth, and Lessee shall forever indemnify Lessor against any and all claims, liability, loss, damage, actions or causes of action whatsoever on account of any such injury, death, loss, destruction or damage and any related expense, including attorneys' fees.

Section 19. INSURANCE.

(a) Insurance coverage on Demised Premises. Lessee shall, at all times during the term of this Lease and at its sole cost and expense, keep all improvements which now are or hereafter become a part of the Demised Premises insured against loss or damage by fire and the extended coverage hazards for ninety per cent (90%) of the full replacement value of such improvements under a Stipulated Amount Endorsement naming Lessor and Lessee as the insureds, with loss payable to Lessor and Lessee as their respective interests may appear. The policies of insurance providing such coverage shall contain endorsements providing coverage for the costs of any demolition required by the applicable building codes and for one hundred per cent (100%) of the full replacement value of the demolished portion of the improvements. Any loss adjustment shall require the written consent of both Lessor and Lessee, except that any loss not exceeding Five Thousand and No/100ths Dollars (\$5,000.00) shall be payable to Lessee alone, and the loss adjustment in such cases shall not require the written consent of Lessor.

(b) Insurance coverage on fixtures. At all times during the term of this Lease, Lessee shall, at its sole cost and expense, keep all trade fixtures and equipment and all merchandise of Lessee or a subtenant of Lessee that may be in the Demised Premises from time to time insured against loss or damage by fire and the extended coverage hazards for an amount that, in Lessee's judgment, will insure the ability of Lessee and its subtenants to replace such trade fixtures, equipment and merchandise.

(c) Personal injury liability insurance. Lessee shall, at its sole cost and expense, maintain, in effect throughout the term of this Lease, personal injury liability insurance covering the Demised Premises and its appurtenances and the sidewalks fronting thereon, including the sidewalk area used for pedestrians or vehicular travel entering or leaving the Demised Premises, in the amount of One Million and No/100ths Dollars

(\$1,000,000.00), for injury to or death of any one person, and Five Million and No/100ths Dollars (\$5,000,000.00), for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of Five Hundred Thousand and No/100ths Dollars (\$500,000.00). Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee, but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

(d) Lessor's right to pay premiums on behalf of Lessee. All of the policies of insurance referred to in this Section shall be written in form and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor and deliver such policies, or certified copies thereof, including all endorsements and amendments thereof, to Lessor, and, in the event of the failure of Lessee either to effect such insurance in the names herein called for within five (5) days after the commencement of the term of this Lease and thereafter at least thirty (30) days prior to the expiration of any policy, or to pay the premiums therefor when required, or to deliver such policies or certified copies thereof to Lessor forthwith upon their becoming effective, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor with the next installment of rent, and the failure to repay the same shall carry with it the same consequences as failure to pay any installment of rent. Each insurer mentioned herein shall agree, by endorsement to the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor ninety (90) days' written notice by certified mail before the policy or policies in question shall be altered or cancelled. Lessor shall not unreasonably withhold its approval as to the form of the policies of insurance or insurance companies. The

insurance provided for in subsection (b) of this Section shall not be subject to the provisions of this subsection (d). 1108

(e) Definition of full replacement value. The term "full replacement value" of the improvements as used herein shall mean the actual replacement cost thereof from time to time less exclusions provided in the normal fire insurance policy. In the event either Party believes that the full replacement value (i.e., the then replacement cost less exclusions) has increased or decreased, it shall have the right, but, except as hereinafter provided, only at intervals of not less than one (1) year, to have such full replacement value redetermined by the fire insurance company which is then providing the largest amount of fire insurance carried on the Demised Premises (the "Impartial Appraiser" herein). The Party desiring to have such full replacement value so redetermined by the Impartial Appraiser shall, forthwith upon the submission of such redetermination to the Impartial Appraiser, give written notice thereof to the other Party. The determination of the Impartial Appraiser shall be final and binding on the Parties, and Lessee shall forthwith increase, or may decrease, as the case may be, the amount of the insurance carried pursuant to this Section to the amount necessary to protect the Demised Premises at ninety per cent (90%) of the new full replacement value as so determined by the Impartial Appraiser. Such determination shall be binding for a period of one (1) year and until superseded by agreement between the Parties or by a subsequent redetermination by an Impartial Appraiser. The Party requesting the redetermination shall pay the entire fee, if any, of the Impartial Appraiser if the redetermination is not more favorable to that Party than the prior determination. If the redetermination is more favorable to the Party requesting it than the prior determination, each Party shall pay fifty per cent (50%) of the fee, if any, of the Impartial Appraiser. If, during any one (1) year, Lessee shall have made improvements to the Demised Premises, Lessor may have

such full replacement value redetermined at any time after such improvements are made, regardless of when the full replacement value was last determined. The term "full replacement value" of trade fixtures, equipment and merchandise, as used herein, shall mean the actual replacement cost thereof from time to time. In the event either Party believes that the full replacement value of such trade fixtures, equipment and merchandise has increased or decreased, it shall have the right to have such replacement value redetermined as provided above for the redetermination of the full replacement value of the improvements.

(f) Adjustment of coverage. In the event that either Party shall at any time deem the limits of the bodily injury or property damage liability insurance then carried to be either excessive or insufficient, the Parties shall endeavor to agree on the proper and reasonable limits for such insurance then to be carried, and such insurance shall thereafter be carried with the limits thus agreed on until further change pursuant to the provisions of this subsection. If the Parties shall be unable to agree on such limits, the proper and reasonable limits for such insurance shall be determined by an impartial third person selected by the Parties, or, should they be unable to agree on a selection, by an impartial third person chosen by the then Insurance Commissioner for the State of Nevada on application by either Party made after fifteen (15) days' written notice to the other Party of the time and place of such application, and the decision of such impartial third person as to the proper and reasonable limits for such insurance then to be carried shall be binding on the Parties and such insurance shall be carried with the limits as thus determined until such limits shall again be changed pursuant to the provisions of this subsection. The expense of such determination shall be borne equally by the Parties.

(g) Blanket insurance policies. Notwithstanding anything to the contrary contained within this Section, Lessee's obligation

to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Lessee; provided, however, that the coverage afforded Lessor shall not be reduced or diminished or otherwise be different from that which would exist under separate policies meeting all of the requirements of this Lease by reason of the use of such blanket policy of insurance, and, provided further, that the requirements of subsection (d) of this Section are otherwise satisfied.

(h) Cost of insurance deemed additional rental. The cost of insurance required to be carried by Lessee pursuant to this Section shall be deemed to be additional rental hereunder.

Section 20. SURRENDER OF DEMISED PREMISES. Lessee shall pay the rent and all other sums required to be paid hereunder in the amounts, at the times and in the manner herein provided, shall keep and perform all the terms and conditions hereof on its part to be kept and performed and, at the expiration or sooner termination of this Lease, shall peaceably and quietly quit and surrender to Lessor the Demised Premises in good order and condition, subject to the other provisions of this Lease. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken herein, this Lease may be terminated as herein provided.

Section 21. INSOLVENCY AND BANKRUPTCY. Either (i) the filing by or against Lessee of a voluntary or involuntary, as the case may be, petition in bankruptcy or the making by Lessee of an assignment for the benefit of creditors, or (ii) the consenting by Lessee to the appointment of a receiver or trustee of all or any part of its property, or (iii) the filing by Lessee of a petition or answer seeking reorganization under the National Bankruptcy Act or any other applicable law, or (iv) the filing by Lessee of a petition to take advantage of any insolvency act, shall constitute a breach of this Lease by Lessee. On the occurrence of any such event, this Lease shall terminate thirty

(30) days after written notice of termination from Lessor to Lessee. 0111

Section 22. NOTICE OF DEFAULT.

(a) Notice to cure default in rent. Except as to the provisions of Section 21 hereof, Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other moneys as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee thirty (30) days' written notice of such default, and Lessee has failed to cure such default within such thirty (30)-day period.

(b) Notice to cure other defaults. Except as to the provisions or events referred to in subsection (a) of this Section, Lessee shall not be deemed to be in default hereunder unless Lessor shall first give to Lessee ninety (90) days' written notice of such default, and Lessee has failed to cure such default within such ninety (90)-day period, or if the default is of such a nature that cannot be cured within ninety (90) days, Lessee has failed to commence to cure such default within such period of ninety (90) days or has failed thereafter to proceed to the curing of such default with all possible diligence.

Section 23. DEFAULT. In the event of any default hereunder by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right to re-enter the Demised Premises and remove all persons and property therefrom. Any such property may be removed and stored in a public warehouse or elsewhere at the cost and expense, and for the account, of Lessee. Should Lessor elect to re-enter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, relet the Demised Premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other

terms and conditions as Lessor, in its sole and absolute discretion, may deem advisable, with a right to make alterations and repairs to the Demised Premises. On any such reletting, (i) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness, other than rent, due hereunder, the expense of such reletting and for such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Demised Premises for such period on such reletting; or (ii) at the option of Lessor, rents received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor, second, to the payment of any expense of such reletting and of such alteration and repair, third, to the payment of rent due and unpaid hereunder, and fourth, the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (i) hereof, and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (ii) hereof during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Demised Premises by Lessor shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination hereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous default. Should Lessor, at any time, terminate this Lease for any default of Lessee, in addition to any other remedy it may

have, Lessor may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Demised Premises and including the worth, at the time of such termination, of the amount, if any, by which the amount of rent and charges equivalent to the rent reserved in this Lease for the remainder of the stated term exceeds the then reasonable rental value of the Demised Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

Section 24. LESSOR'S RIGHT TO PERFORM. In the event that Lessee, by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period as heretofore described in Section 22, after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor shall be entitled, but shall have no obligation, to do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable, or in any way responsible, for any loss, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor, on demand, the entire expense thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions hereof shall not be or be construed as a waiver of any such default by Lessee or waiver of any term, covenant or condition herein contained or for the performance thereof or of any other right or remedy of Lessor hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the same become due as provided in this Lease, shall bear interest from the date the same became due until paid at the rate of twelve per cent (12%) per annum, compounded annually.

Section 25. MAINTENANCE OF ADJACENT AREAS; PAINTING; ROOFING.

Lessee shall, at Lessee's sole cost and expense, maintain in good condition and repair, and shall replace whenever necessary, sidewalks, curbs, roads, driveways, lighting standards, landscaping, sewers, water, gas and electrical distribution systems and facilities, drainage facilities and all signs, both illuminated and non-illuminated, which now are or hereafter become situate on or adjacent to the Demised Premises. Lessee shall maintain the lines designating the parking spaces within the Demised Premises in good condition and paint the same as often as may be necessary so that they are easily discernible at all times. Lessee, at its sole cost and expense, shall paint the exterior of all buildings on the Demised Premises as often as may be necessary in order to maintain the same in a neat, well-kept and attractive condition and shall effect such painting in a first-class, workmanlike manner with at least one coat of paint. Lessee shall install new roof covering on or recoat the roofs of all buildings on the Demised Premises in a first-class, workmanlike manner as often as may be necessary in order to prevent moisture from entering said buildings, and Lessee shall take all reasonable precautions to insure that the drainage facilities of the various roofs are not clogged and are in good and operable condition at all times. All of this work is to be executed to the approval of Lessor.

Section 26. EXERCISE OF EMINENT DOMAIN. If title to the Demised Premises, or any part thereof, shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by purchase under threat thereof, the amount that may be awarded as compensation, or both compensation and damages, or received as a result of any such condemnation proceedings, or the purchase price received, shall be apportioned between Lessor and Lessee as their interests may appear.

(a) Condemnation rendering Demised Premises unsuitable for Lessee's occupancy. In the event that such portion of the Demised

Premises shall be so taken that a reasonable amount of reconstruction of the then existing buildings will not constitute the same a practical improvement for the remaining portion of the Demised Premises and reasonably suitable for Lessee's continued occupancy thereof, this Lease shall terminate as of the date title to the portion condemned shall vest in the condemner or the purchaser, as the case may be, and the rental due hereunder shall be apportioned between the Parties as of the date of such taking. A taking of more than fifty per cent (50%) of the ground floor area of the Demised Premises shall be conclusively presumed to have rendered the remainder of the Demised Premises not reasonably suitable for Lessee's continued occupancy in order to entitle Lessee to terminate this Lease.

(b) Condemnation not rendering Demised Premises unsuitable for Lessee's occupancy. In the event that a part of the Demised Premises shall be so taken that a reasonable amount of reconstruction of the then existing buildings will constitute the same a practical improvement for the remaining portion of the Demised Premises and reasonably suitable for Lessee's continued occupancy thereof, the fixed annual rent hereunder shall thereafter be reduced from the date of such taking in an amount to be agreed upon in writing by Lessor and Lessee, or, if such agreement is not reached within ninety (90) days after the taking, then the amount of the reduction shall be determined by a panel of arbitrators selected as in subsection (f) of this Section provided. Except as herein otherwise provided, this Lease and all payments required to be made by Lessee hereunder shall remain in full force and effect.

(c) Condemnation of fixtures or improvements. Nothing contained in subsections (a) and (b) of this Section shall be deemed or construed to prevent Lessee from interposing or prosecuting, in any condemnation proceeding, a claim for the value of any of its fixtures or improvements installed in, or made to, the Demised Premises and receiving and retaining the proceeds of any such

claim, and Lessor shall have no claim or right thereto. The 0116
foregoing does not apply to any fixture or improvement for which
Lessee has received reimbursement from Lessor, either in cash or
by recovery of cost by reduction of rent, or to any fixture or
equipment which has been installed by Lessee in substitution for
or replacement of any fixture or equipment which is now in place
on the Demised Premises.

(d) Partial condemnation. In the event that only a part of
the Demised Premises shall be so taken and the building shall be
partially removed or taken as a result thereof, Lessor shall,
should this Lease remain in force as to the part not so taken,
with reasonable diligence repair the remaining portion of the
building in order to restore such remaining portion as a building
complete in itself and in order to put the same in a condition to
be used by Lessee as a complete building, but Lessor shall not be
obligated to expend thereon more than the sum awarded to Lessor as
compensation for the taking of a part of such building in such
condemnation proceedings or in settlement in lieu thereof, nor
shall there be any abatement or reduction of rent during restora-
tion, except to the extent provided for in subsection (b) of this
Section. Lessor may so repair only upon the condition that such
repairs will render the Demised Premises reasonably suitable for
Lessee's continued occupancy thereof.

(e) Notice of service of process. Each Party shall give to
the other Party immediate notice of the service on either of them
of any legal process in connection with any such condemnation pro-
ceeding. Each Party shall execute and deliver to the other Party
all instruments which may be required in order to effectuate the
provisions hereof.

(f) Provision for arbitration. In the event that, in the
opinion of either Party, the percentages set forth in subsection
(a) of this Section are unreasonable in the light of then existing
conditions or in the event of any dispute or controversy between
the Parties with respect to the provisions of this Section, the

construction thereof or the rights and obligations of the Parties hereunder, such percentages or such dispute or controversy shall be arbitrated as follows: Each Party shall select an arbitrator, the two arbitrators so selected shall select a third arbitrator, who shall serve as the chairman of the arbitration panel, and the three arbitrators so selected shall hear and determine the controversy. The decision of the arbitration panel shall be final and binding on both Lessor and Lessee, who shall bear the cost of such arbitration equally between them.

Section 27. SECURITY DEPOSIT. As and for a security deposit, Lessee shall deposit with Lessor, on or before April 1, 1984, or such later date as may be established for the commencement of the term hereof pursuant to Section 2 above, an amount equal to the first annual installment of rent which is due on that date. The Parties agree that such deposit shall be held by Lessor as security for the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease by Lessee to be kept and performed during the term hereof. If at any time Lessee shall be in default in the payment of any of the rent herein reserved or in the payment of any other sum payable hereunder by Lessee to Lessor, including without limitation the repayment of any sum expended by Lessor pursuant to the right, conferred upon Lessor by Section 24 above, to do or perform any act or thing of which Lessee is in default, then Lessor shall be entitled, but shall not be obligated, to appropriate and apply any portion of such deposit to the payment of any such rent or other sum which may be in default. In the event of the failure of Lessee to keep and perform all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee, then, at the option of Lessor, Lessor may, after terminating this Lease, appropriate and apply such deposit or so much thereof as may be necessary, to compensate Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should such security deposit, or any portion thereof, be appropriated and applied by Lessor

for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore such security to the original amount of such security deposit, and Lessee's failure to do so within thirty (30) days after receipt of such demand shall constitute a breach of this Lease. Should Lessee comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the rental herein provided for as the same falls due, and all other sums payable by Lessee to Lessor hereunder, Lessee shall have the right, provided that it is not then in default of any of the terms, covenants or conditions of this Lease, to have Lessor apply such security deposit, or so much thereof as shall then remain, toward the payment of the final annual installment of rent due hereunder, whether at the end of the term of this Lease or on the earlier termination of this Lease pursuant to the provisions of Section 26 above.

Lessor shall invest the security deposit provided for herein in an interest-bearing account or securities, and all interest received by Lessor therefrom shall be promptly paid to Lessee so long as Lessee is not in default of any of the terms, covenants and conditions of this Lease.

Section 28. RIGHT OF LESSOR TO SELL OR CONVEY DEMISED PREMISES.

Lessor shall have the right, at any time during the term hereof, to sell or convey the Demised Premises, and, in the event of any such sale or conveyance, the same shall be made subject to this Lease and, upon compliance by Lessor with Section 29 hereof, shall operate to release Lessor from any further liability under any of the terms, covenants and conditions contained in this Lease, whether express or implied, and, in such event, Lessee shall look solely to the responsibility of the successor in interest in and to this Lease.

Section 29. TRANSFER OF SECURITY DEPOSIT UPON SALE OR CONVEYANCE.

Upon any sale or conveyance by Lessor of the Demised Premises Lessor shall transfer or deliver to the purchaser the security

deposit provided for in Section 27 hereof, or so much thereof as shall then remain, and thereupon Lessor shall be discharged from any further liability in reference thereto.

Section 30. RIGHT OF LESSOR TO ENCUMBER DEMISED PREMISES;

SUBORDINATION. Lessor shall have the right, at any time and from time to time during the term hereof, to encumber the Demised Premises, and this Lease shall be subordinate to any mortgage or deed of trust which may hereafter be placed on the Demised Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided that the mortgagee or trustee named in any such mortgage or deed of trust shall agree to recognize the interests of Lessee hereunder in the event of foreclosure, if Lessee is not then in default. In the event any mortgagee or trustee shall agree to permit this Lease to be prior to the lien of its mortgage or deed of trust, upon such mortgagee's or trustee's giving notice in writing to Lessee to that effect, this Lease shall be deemed prior to the lien of such mortgage or deed of trust, whether or not this Lease is dated prior or subsequent to the date of such mortgage or deed of trust or to the date of the recording thereof. Lessee shall execute and deliver whatever instruments may be required for such purpose and, failing to do so within sixty (60) days after demand in writing, does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact and in its name, place and stead so to do.

Section 31. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this Lease, or any interest herein, and shall not sublet the Demised Premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Lessee excepted) to occupy or use the Demised Premises, or any portion thereof, without the prior written consent of Lessor, which consent shall not unreasonably be withheld by Lessor; and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to

any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of Lessor, terminate this Lease. This Lease shall not, nor shall any interest herein, be assignable, as to the interest of Lessee, by operation of law without the written consent of Lessor.

Section 32. HOLDING OVER. Any holding over after the expiration of the term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from year to year, at the same annual rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Section 33. SURRENDER OF LEASE. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation hereof shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any and all such subleases or subtenancies.

Section 34. REMEDIES CUMULATIVE. All of the remedies hereinbefore and hereinafter conferred on Lessor shall be deemed cumulative, and no one shall be deemed exclusive of any other or any other remedy conferred by law.

Section 35. ATTORNEYS' FEES. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the provisions of this Lease, or for the recovery of the possession of the Demised Premises, the prevailing Party shall be entitled to recover from the other Party, as part of the prevailing Party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

Section 36. WAIVER. The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term,

covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular installment or installments of rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

Section 37. NOTICES.

(a) Addresses to which notices are to be sent. All notices, demands or writings in this Lease provided to be given or made or sent that may be given or made or sent by either Party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and either delivered in person to the person identified below or deposited in the United States mail, first-class postage prepaid, addressed as follows:

If to Lessor:

City of Las Vegas
c/o Las Vegas City Manager
400 East Stewart Avenue
Las Vegas, Nevada 89101

If to Lessee:

(b) Change of address. The address to which any notice, demand or writing may be given or made or sent to any Party as above provided may be changed by written notice given such Party as above provided.

Section 38. TIME OF THE ESSENCE. Time is of the essence of this Lease, and of each and every term, covenant, condition and provision hereof.

Section 39. SECTION CAPTIONS. The captions appearing under the section and subsection designations of this Lease are for convenience only and are not a part of this Lease, do not in any way

limit or amplify the terms and provisions of this Lease and should not be relied upon or resorted to in the interpretation of the respective sections and subsections.

Section 40. PARTIES BOUND. This Lease, and each of the terms, covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind, and shall inure to the benefit of, the Parties and their respective heirs, successors, executors, administrators and assigns.

IN WITNESS WHEREOF, the Parties have caused this Indenture of Lease to be executed by their duly authorized representatives the day and year first above written.

ATTEST:

CITY OF LAS VEGAS

CAROL ANN HAWLEY, City Clerk

By WILLIAM H. BRIARE, Mayor

"LESSOR"

ATTEST:

, Secretary

By , President

"LESSEE"

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the ___ day of _____, 1984, personally appeared before me, a Notary Public, WILLIAM H. BRIARE and CAROL ANN HAWLEY who acknowledged that they executed the above instrument.

NOTARY PUBLIC in and for said County and State

STATE OF)
) ss.
COUNTY OF)

On the ___ day of _____, 1984, personally appeared before me, a Notary Public, _____ who acknowledged that he executed the above instrument.

NOTARY PUBLIC in and for said County and State

AGENDA*City of Las Vegas*

November 16, 1983

Page 23

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

10:47

- A. BILL NO. 83-56 - ADOPTS THE MOST RECENT EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS AND DESIGNATES THE DIRECTOR OF THE DEPARTMENT OF BUILDING AND SAFETY AS THE BUILDING OFFICIAL REFERRED TO IN THAT CODE.

Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/5/83

Committee Recommendation:

Adoption at the November 16, 1983 meeting.

Lurie -
Second Reading and
Bill ADOPTED
Unanimous
(Briare excused)

Clerk to proceed
with second
publication

10:48

- B. BILL NO. 83-57 - NEW STANDARDS AND REQUIREMENTS ARE ADOPTED IN LIEU OF THE OLD STANDARDS AND REQUIREMENTS FOR THE ANCHORING OF MOBILE HOMES. FIRST AMENDMENT

Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/5/83

Committee Recommendation:

Adoption at the November 16, 1983 meeting.

Lurie -
Second Reading and
Bill ADOPTED as per
First Amendment.
Unanimous
(Briare excused)

Clerk to proceed
with second
publication

APPROVED AGENDA ITEM

Ashley Hall

AGENDA DOCUMENTATION

TO: The City Council

FROM: *RSS*
CITY ATTORNEY

SUBJECT: Bill No. 83-56

PURPOSE/BACKGROUND

The City of Las Vegas is currently operating under the 1976 Edition of the Uniform Code for the Abatement of Dangerous Buildings. The attached amendment adopts the 1982 Edition of that publication.

The reference to the "Supervisor of the Building and Safety Division of the Department of Public Services" as the "Building Official" in the Dangerous Building Code is substituted with the "Director of the Department of Building and Safety."

FISCAL IMPACT

RECOMMENDATIONS

This Bill Should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

Agenda Item

VI - A

AGENDA DOCUMENTATION

Date: Oct. 7, 1983

TO:
The City Council

FROM: *Robert S. Sylvain*
CITY ATTORNEY

SUBJECT: Bill No. 83- 57
Amends Title 20, Chapter 8, Section 340 of the Las Vegas Municipal Code

PURPOSE/BACKGROUND

By this amendment to Section 20.08.340, new standards and requirements are adopted for the anchoring of mobile homes to prevent flotation, collapse, or lateral movement during flood periods. Moreover, the mobile home owner is required to present to the City a certificate from the installer or from the state agency regulating the placement, installation and anchoring of mobile homes that the anchoring method complies with the requirements contained in the ordinance.

FISCAL IMPACT

RECOMMENDATIONS

This Bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

Agenda Item

VI - B

November 2, 1983

INTER-OFFICE MEMORANDUM

TO:

FILE

FROM:

Linda
LINDA M. OWENS
ACTING CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING -
NOVEMBER 1, 1983

COPIES TO:
Agenda Blue Books, 11/2/83 and 11/16/83 City
Council Meetings
City Attorney's Office
Business Activity Dept.
Community Planning and Development Dept.
Engineering Services

Metro
Fire Services
Building and Safety

MEETING HELD:

Tuesday, November 1, 1983, at 4:00 P.M. in the City
Council Chambers, Plaza Level, City Hall. Meeting
adjourned at 4:45 P.M.

PRESENT:

Councilman Ron Lurie
Acting City Manager Don Saylor
Acting Deputy City Manager Richard Campbell
City Attorney George Ogilvie
Director of Building and Safety Clay Hymer
Supervisor of Animal Control Dr. Leslie Williams
Dennes Jensen, Flood Control, CLV
Steve Waugh, Las Vegas Metropolitan Police Department
Acting City Clerk Linda M. Owens
Deputy City Clerk Sandra LeBoeuf
Jerry Ralya, Las Vegas SUN
Mary Hale, Superior Air Conditioning, Inc.
Dennis Soukup, Sunrise Refrigeration
Richard Lapointe, AM/PM Air Conditioning
Jack Thuet, Jack's Refrigeration
Thomas Hansen, Sunset Mechanical, Inc.
Scott Minoth, Sunset Mechanical, Inc.
Terry Tingle, Refrigeration Supplies Distributors
Herman Fandel, Plumbers & Pipefitters Local 604
Jeff Jones, Plumbers & Pipefitters Local 525
Rick Vandenberg, Assoc. Plumbing Contractors & Plumbing
& Mechanical Contractors
Steve McGinty, Plumbers & Pipefitters Local 525
Billy Williams, Assoc. Plumbing Contractors
Gene Gorlich, Pioneer Plumbing, Inc.
Jack McGinty, Plumbers & Pipefitters Local 525
Howard Waters, Southern Nevada Air Conditioning &
Refrigeration Contractors
Thelma Clark, Mobile Homeowners League of the Silver State

EXCUSED:

Councilman Al Levy

Recommending Committee Meeting Minutes
November 1, 1983
Page 2

A. BILL NO. 83-55 - AUTHORIZES TRAFFIC ENGINEERING OFFICIALS TO ISSUE CITATIONS FOR VIOLATIONS OF TRAFFIC CODE.

Committee: Councilmen Lurie and Levy

The Committee recommended this bill be held until the November 14, 1983 Recommending Committee meeting to obtain input from the Traffic Engineer.

B. BILL NO. 83-56.- ADOPTS THE MOST RECENT EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS AND DESIGNATES THE DIRECTOR OF THE DEPARTMENT OF BUILDING AND SAFETY AS THE BUILDING OFFICIAL REFERRED TO IN THAT CODE.

Committee: Councilmen Lurie and Levy

Acting City Manager Saylor said this Bill brings the Uniform Code up to date with the most recent Building Code. The Committee recommended adoption at the 11/16/83 City Council meeting.

C. BILL NO. 83-57 - NEW STANDARDS AND REQUIREMENTS ARE ADOPTED IN LIEU OF THE OLD STANDARDS AND REQUIREMENTS FOR THE ANCHORING OF MOBILE HOMES.

Committee: Councilmen Lurie and Levy

Thelma Clark, 2038 Palm, Space 253, Vice President, Mobile Homeowners League of the Silver State, appeared to obtain clarification of this Bill. Dennes Jensen, Chief, Land Development and Flood Control Division, stated this Bill protects mobile home parks that are located in Flood Zone A. This Bill outlines how the mobile homes should be tied down in a flood zone, but is only applicable to those mobile homes that became located in a park after the adoption of the Flood Hazard Reduction Ordinance, which was effective on September 3, 1980. Committee recommended adoption at the 11/16/83 City Council meeting.

D. BILL NO. 83-58 - AUTHORIZES ISSUANCE OF A PERMIT TO A REFRIGERATION CONTRACTOR FOR THE INSTALLATION OF GAS PIPING DIRECTLY RELATED TO THE INSTALLATION OF REFRIGERATION OF AIR CONDITIONING EQUIPMENT.

Committee: Councilmen Lurie and Levy

Director of Building and Safety, Clay Hymer, stated the refrigeration contractors asked his department to draft this Bill to allow them to perform any type of work incidental to a gas or refrigeration unit on an existing structure. The Building Department is unbiased as to whom should perform the work. Howard Waters, 1918 East St. Louis, appeared to represent the Southern Nevada Air Conditioning and Refrigeration Service Contractors Association stating they are in favor of this Bill. The Committee recommended this Bill be held until the November 14, 1983 Recommending Committee meeting for input from the Councilmen, Homebuilders and Staff.

Recommending Committee Meeting Minutes
November 1, 1983
Page 3

- E. BILL NO. 83-59 - ANNEXATION NO. A-11-83(A). PROPERTY LOCATED ON THE WEST SIDE OF DECATUR BOULEVARD APPROXIMATELY 573' SOUTH OF LAKE MEAD BOULEVARD. PETITIONED BY: JOHN J. PAVELL, ET AL. ACREAGE: APPROXIMATELY 3.85 ACRES. ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).
-

Committee: Councilmen Lurie and Levy

No one appeared in opposition to this Bill. Committee recommended adoption at the November 16, 1983 City Council meeting.

- F. BILL NO. 83-60 - SPECIAL IMPROVEMENT DISTRICT NO. 403. STEP NO. 25-D. ORDINANCE LEVYING ASSESSMENTS. 26 - NOTICE TO PROPERTY OWNERS. LOCATION: ALONG BOTH SIDES OF BONANZA ROAD FROM EASTERN AVENUE TO PECOS STREET. IMPROVEMENTS: INCLUDES THE INSTALLATION OF A PARKING LANE, STANDARD "L" TYPE CURBS AND GUTTERS, STREET LIGHTING AND STANDARD CONCRETE SIDEWALKS.
-

Committee: Councilmen Lurie and Levy

No one appeared in opposition to this Bill. Committee recommended adoption at the November 16, 1983 City Council meeting.

- G. BILL NO. 83-61 - AMENDS THE MASTER PLAN OF STREETS AND HIGHWAYS BY REALIGNING TORREY PINES DRIVE BETWEEN VEGAS DRIVE AND WASHINGTON AVENUE AND BY ADOPTING ENGINEERING DESIGN NO. 115-370.
-

Committee: Councilmen Lurie and Levy

No one appeared in opposition to this Bill. Committee recommended adoption at the November 16, 1983 City Council meeting.

- H. BILL NO. 83-62 - LOWERS THE AGE REQUIREMENT FROM THE SIX (6) MONTHS TO THREE (3) MONTHS FOR THE OBTAINING OF DOG AND CAT LICENSES, DOG FANCIER PERMITS, CAT FANCIER PERMITS, RABIES VACCINATION, AVAILABILITY OF A LITTER OF ANIMALS FOR IMMEDIATE ADOPTION BY THE PUBLIC AND THE NUMBER OF CANINES AND FELINES WHICH MAY BE KEPT BY A PERSON AT ANY PARTICULAR PLACE, PREMISE, RESIDENCE OR LOCATION.
-

Committee: Councilmen Levy and Lurie

Dr. Leslie Williams of Animal Control stated they are in favor of this Bill. No one appeared in opposition to this Bill. Committee recommended adoption at the November 16, 1983 City Council meeting.

Recommending Committee Meeting Minutes
November 1, 1983
Page 4

- I. BILL NO. 83-63 - REPLACES THE REFERENCES TO THE "BOARD OF COMMISSIONERS" AND THE "DIRECTOR OF PUBLIC SERVICES" WITH REFERENCES TO THE "CITY COUNCIL" AND "DIRECTOR OF ENGINEERING SERVICES"; ALLOWS THE COUNCIL TO WAIVE THE REQUIREMENT OF UNDERGROUND INSTALLATIONS WHEN ENFORCING THAT REQUIREMENT WOULD NOT PROMOTE THE PURPOSES OF SECTION 13.52.010, OR IS UNREASONABLE DUE TO OTHER CIRCUMSTANCES PRESENTED BY THE APPLICANT.

Committee: Councilmen Lurie and Levy

Acting City Manager Saylor said the City has an Ordinance that requires the installation of underground utilities. However, this Bill would allow the Council to waive that requirement when certain conditions are in existence in outlying areas. No one appeared in opposition. Committee recommended adoption at the November 16, 1983 City Council meeting.

- J. BILL NO. 83-64 - REMOVES POTENTIAL ABUSE OF PARKING EXEMPTION BY RESTRICTING USE OF THE PERMITTEES WHILE ACTUALLY ENGAGED IN FIELD WORK OR IN BUSINESS OUTSIDE THEIR OFFICE; ALSO IMPOSES TWO DOLLAR (2.00) APPLICATION FEE.

Committee: Councilmen Lurie and Levy

Acting City Manager Saylor stated this Bill limits persons receiving parking exempt permits to only use them during activities involving governmental work. It also allows the City to collect a \$2.00 application fee from permittees which will help to defray some of the costs. No one appeared in opposition. Committee recommended adoption at the November 16, 1983 City Council meeting.

- K. BILL NO. 83-65 - DECRIMINALIZES VIOLATIONS OF THE PARKING LAWS AND REGULATIONS, IMPOSES CIVIL LIABILITY FOR SUCH VIOLATIONS AND PROVIDES A CIVIL PROCEDURE FOR THE ENFORCEMENT AND COLLECTION OF MONETARY SANCTIONS WHICH ARE ASSOCIATED THEREWITH.

Committee: Councilmen Lurie and Levy

City Attorney Ogilvie stated criminal penalties will no longer apply to parking violations. There will be substantial changes in the bail structure. Parking violations will be enforced by a civil procedure. This Bill also allows for an increase in the parking violation fines. No one appeared in opposition. Committee recommended adoption at the November 16, 1983 City Council meeting.

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

0130

STATE OF NEVADA)
COUNTY OF CLARK) ss
CITY OF LAS VEGAS)

Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 25th day of October, 1983, at the hour of 10:00 AM there were posted copies of a NOTICE, the attached of which is a true and correct copy, of an INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 pm on Monday, November 14, 1983, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

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

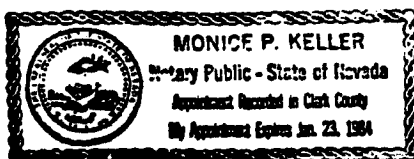
Loretta A. Hall
SIGNATURE

City Clerk
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

25th day of October, 1983

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



AFFIDAVIT OF MAILING
CITY COUNCIL MINUTES - NOVEMBER 16, 1983

(Mailing required under the provisions of NRS CHAPTER 241)

0131

STATE OF NEVADA)
COUNTY OF CLARK) ss

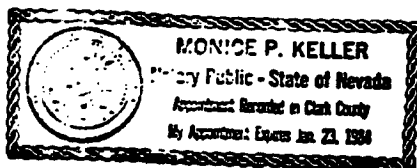
Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 25th day of October, 1983, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00pm, on Monday November 1st, 1983, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, of which the attached is a true and correct copy, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

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

Subscribed and sworn to before me this

25th day of October, 1983

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



October 21, 1983

0132

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., Tuesday, November 1, 1983, in the City Council Chambers, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 83-55 - AUTHORIZES TRAFFIC ENGINEERING OFFICIALS TO ISSUE CITATIONS FOR VIOLATIONS OF TRAFFIC CODE.
Committee: Councilmen Lurie and Levy
- B. BILL NO. 83-56 - ADOPTS THE MOST RECENT EDITION OF THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS AND DESIGNATES THE DIRECTOR OF THE DEPARTMENT OF BUILDING AND SAFETY AS THE BUILDING OFFICIAL REFERRED TO IN THAT CODE.
Committee: Councilmen Lurie and Levy
- C. BILL NO. 83-57 - NEW STANDARDS AND REQUIREMENTS ARE ADOPTED IN LIEU OF THE OLD STANDARDS AND REQUIREMENTS FOR THE ANCHORING OF MOBILE HOMES.
Committee: Councilmen Lurie and Levy
- D. BILL NO. 83-58 - AUTHORIZES ISSUANCE OF A PERMIT TO A REFRIGERATION CONTRACTOR FOR THE INSTALLATION OF GAS PIPING DIRECTLY RELATED TO THE INSTALLATION OF REFRIGERATION OF AIR CONDITIONING EQUIPMENT.
Committee: Councilmen Lurie and Levy
- E. BILL NO. 83-59 - ANNEXATION NO. A-11-83(A). PROPERTY LOCATED ON THE WEST SIDE OF DECATUR BOULEVARD APPROXIMATELY 573' SOUTH OF LAKE MEAD BOULEVARD. PETITIONED BY: JOHN J. PAVELL, ET AL. ACREAGE: APPROXIMATELY 3.85 ACRES. ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).
Committee: Councilmen Lurie and Levy
- F. BILL NO. 83-60 - SPECIAL IMPROVEMENT DISTRICT NO. 403. STEP NO. 25-D - ORDINANCE LEVYING ASSESSMENTS. 26 - NOTICE TO PROPERTY OWNERS. LOCATION: ALONG BOTH SIDES OF BONANZA ROAD FROM EASTERN AVENUE TO PECOS STREET. IMPROVEMENTS: INCLUDES THE INSTALLATION OF A PARKING LANE, STANDARD "L" TYPE CURBS AND GUTTERS, STREET LIGHTING AND STANDARD CONCRETE SIDEWALKS.
Committee: Councilmen Lurie and Levy

- G. BILL NO. 83-61 - AMENDS THE MASTER PLAN OF STREETS AND HIGHWAYS BY REALIGNING TORREY PINES DRIVE BETWEEN VEGAS DRIVE AND WASHINGTON AVENUE AND BY ADOPTING ENGINEERING DESIGN NO. 115-370.

0133

Committee: Councilmen Lurie and Levy

- H. BILL NO. 83-62 - LOWERS THE AGE REQUIREMENT FROM THE SIX (6) MONTHS TO THREE (3) MONTHS FOR THE OBTAINING OF DOG AND CAT LICENSES, DOG FANCIER PERMITS, CAT FANCIER PERMITS, RABIES VACCINATION, AVAILABILITY OF A LITTER OF ANIMALS FOR IMMEDIATE ADOPTION BY THE PUBLIC AND THE NUMBER OF CANINES AND FELINES WHICH MAY BE KEPT BY A PERSON AT ANY PARTICULAR PLACE, PREMISE, RESIDENCE OR LOCATION.

Committee: Councilmen Levy and Lurie

- I. BILL NO. 83-63 - REPLACES THE REFERENCES TO THE "BOARD OF COMMISSIONERS" AND THE "DIRECTOR OF PUBLIC SERVICES" WITH REFERENCES TO THE "CITY COUNCIL" AND "DIRECTOR OF ENGINEERING SERVICES"; ALLOWS THE COUNCIL TO WAIVE THE REQUIREMENT OF UNDERGROUND INSTALLATIONS WHEN ENFORCING THAT REQUIREMENT WOULD NOT PROMOTE THE PURPOSES OF SECTION 13.52.010, OR IS UNREASONABLE DUE TO OTHER CIRCUMSTANCES PRESENTED BY THE APPLICANT.

Committee: Councilmen Lurie and Levy

- J. BILL NO. 83-64 - REMOVES POTENTIAL ABUSE OF PARKING EXEMPTION BY RESTRICTING USE OF THE PERMITTEES WHILE ACTUALLY ENGAGED IN FIELD WORK OR IN BUSINESS OUTSIDE THEIR OFFICE; ALSO IMPOSES TWO DOLLAR (\$2.00) APPLICATION FEE.

Committee: Councilmen Lurie and Levy

- K. BILL NO. 83-65 - DECRIMINALIZES VIOLATIONS OF THE PARKING LAWS AND REGULATIONS, IMPOSES CIVIL LIABILITY FOR SUCH VIOLATIONS AND PROVIDES A CIVIL PROCEDURE FOR THE ENFORCEMENT AND COLLECTION OF MONETARY SANCTIONS WHICH ARE ASSOCIATED THEREWITH.

Committee: Councilmen Lurie and Levy

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.

AGENDA*City of Las Vegas*

November 16, 1983

Page 24

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

ITEM**Council Action****Department Action**VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

10:49

- C. BILL NO. 83-59 - ANNEXATION NO. A-11-83(A).
PROPERTY LOCATED ON THE WEST SIDE OF DECATUR
BOULEVARD APPROXIMATELY 573' SOUTH OF LAKE
MEAD BOULEVARD. PETITIONED BY: JOHN J.
PAVELL, ET AL. ACREAGE: APPROXIMATELY 3.85
ACRES. ZONED: R-E (COUNTY CLASSIFICATION)
N-U (CITY EQUIVALENT).

Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/5/83

Committee Recommendation:

Adoption at the November 16, 1983 meeting.

Lurie -
Second Reading and
Bill ADOPTED
Unanimous
(Briare excused)

Clerk to proceed
with second
publication

10:50

- D. BILL NO. 83-60 - SPECIAL IMPROVEMENT DISTRICT
NO. 403. STEP NO. 25-D - ORDINANCE LEVYING
ASSESSMENTS. 26 - NOTICE TO PROPERTY OWNERS.
LOCATION: ALONG BOTH SIDES OF BONANZA ROAD
FROM EASTERN AVENUE TO PECOS STREET. IMPROVE-
MENTS: INCLUDES THE INSTALLATION OF A PARK-
ING LANE, STANDARD "L" TYPE CURBS AND GUTTERS,
STREET LIGHTING AND STANDARD CONCRETE SIDE-
WALKS.

Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/5/83

Committee Recommendation:

Adoption at the November 16, 1983 meeting.

Lurie -
Second Reading and
Bill ADOPTED
Unanimous
(Briare excused)

Clerk to proceed
with second
publication

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

0135

AGENDA DOCUMENTATION

Date: October 6, 1983TO:
The City CouncilFROM:
Val Steed *Val Steed*
Deputy City AttorneySUBJECT: Bill No. 83-59
Annexation No. A-11-83(A)PURPOSE/BACKGROUND

The proposed ordinance annexes certain real property located on the west side of Decatur Boulevard approximately 573' south of Lake Mead Boulevard. The annexation process has now been completed in accordance with the NRS and the final date of annexation (November 25, 1983) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-11-83(A)
Property Located:	On the west side of Decatur Boulevard approximately 573' south of Lake Mead Boulevard
Petitioned By:	John J. Pavell, et al. 5144 Burnham Las Vegas, Nevada 89119
Acreage:	Approximately 3.85 acres
Zoned:	-R-E (County Classification) N-U (City equivalent)

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- C

City of Las Vegas

0136

AGENDA DOCUMENTATION

Date: October 7, 1983

TO:

The City Council

FROM:

GEORGE F. OGILVIE
City Attorney

SUBJECT: BILL NO. 83-60

ORDINANCE LEVYING ASSESSMENTS - SPECIAL IMPROVEMENT
DISTRICT NO. 403 - NOTICE TO PROPERTY OWNERSPURPOSE/BACKGROUND

S.I.D. NO.

403

STEP NO.

25D - Ordinance Levying Assessments
26 - Notice to Property Owners

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.FISCAL IMPACTRECOMMENDATIONS

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

Agenda Item

VI - D

AGENDA*City of Las Vegas*

November 16, 1983

Page 25

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- | | | |
|---|---|---|
| <p>10:51 E. BILL NO. 83-61 - AMENDS THE MASTER PLAN OF STREETS AND HIGHWAYS BY REALIGNING TORREY PINES DRIVE BETWEEN VEGAS DRIVE AND WASHINGTON AVENUE AND BY ADOPTING ENGINEERING DESIGN NO. 115-370.
Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/5/83

<u>Committee Recommendation:</u>

Adoption at the November 16, 1983 meeting.</p> | <p>Lurie -
Second Reading and
Bill ADOPTED
Unanimous
(Briare excused)</p> | <p>Clerk to proceed
with second
publication</p> |
| <p>10:52 F. BILL NO. 83-62 - LOWERS THE AGE REQUIREMENT FROM THE SIX (6) MONTHS TO THREE (3) MONTHS FOR THE OBTAINING OF DOG AND CAT LICENSES, DOG FANCIER PERMITS, CAT FANCIER PERMITS, RABIES VACCINATION, AVAILABILITY OF A LITTER OF ANIMALS FOR IMMEDIATE ADOPTION BY THE PUBLIC AND THE NUMBER OF CANINES AND FELINES WHICH MAY BE KEPT BY A PERSON AT ANY PARTICULAR PLACE, PREMISE, RESIDENCE OR LOCATION.
Committee: Councilmen Levy and Lurie

First Publication: SUN - 11/5/83

<u>Committee Recommendation:</u>

Adoption at the November 16, 1983 meeting.</p> | <p>Levy -
Second Reading and
Bill ADOPTED
Unanimous
(Briare excused)</p> | <p>Clerk to Proceed
with second
publication</p> |

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

0138

AGENDA DOCUMENTATION

Date: October 13, 1983

TO:
The City CouncilFROM: Val Steed *Val Steed*
Deputy City AttorneySUBJECT:

Bill No. 83-61 Amends the Master Plan of Streets & Highways by
Realigning Torrey Pines betw. Vegas Dr. & Washington Ave. in
accordance with Engineering Drawing No. 115-370.

PURPOSE/BACKGROUND

This bill would amend the Master Plan of Streets and Highways
provided for in LVMC 13.12.030. The amendment would realign
Torrey Pines Drive between Vegas Drive and Washington Avenue in
accordance with Engineering Drawing No. 115-370.

This amendment to the Master Plan of Streets and Highways was
heard and recommended for approval by the Planning Commission on
July 26, 1983, and was subsequently approved by the City Council
on August 17, 1983. This bill merely effects by ordinance the
prior approvals.

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 - E

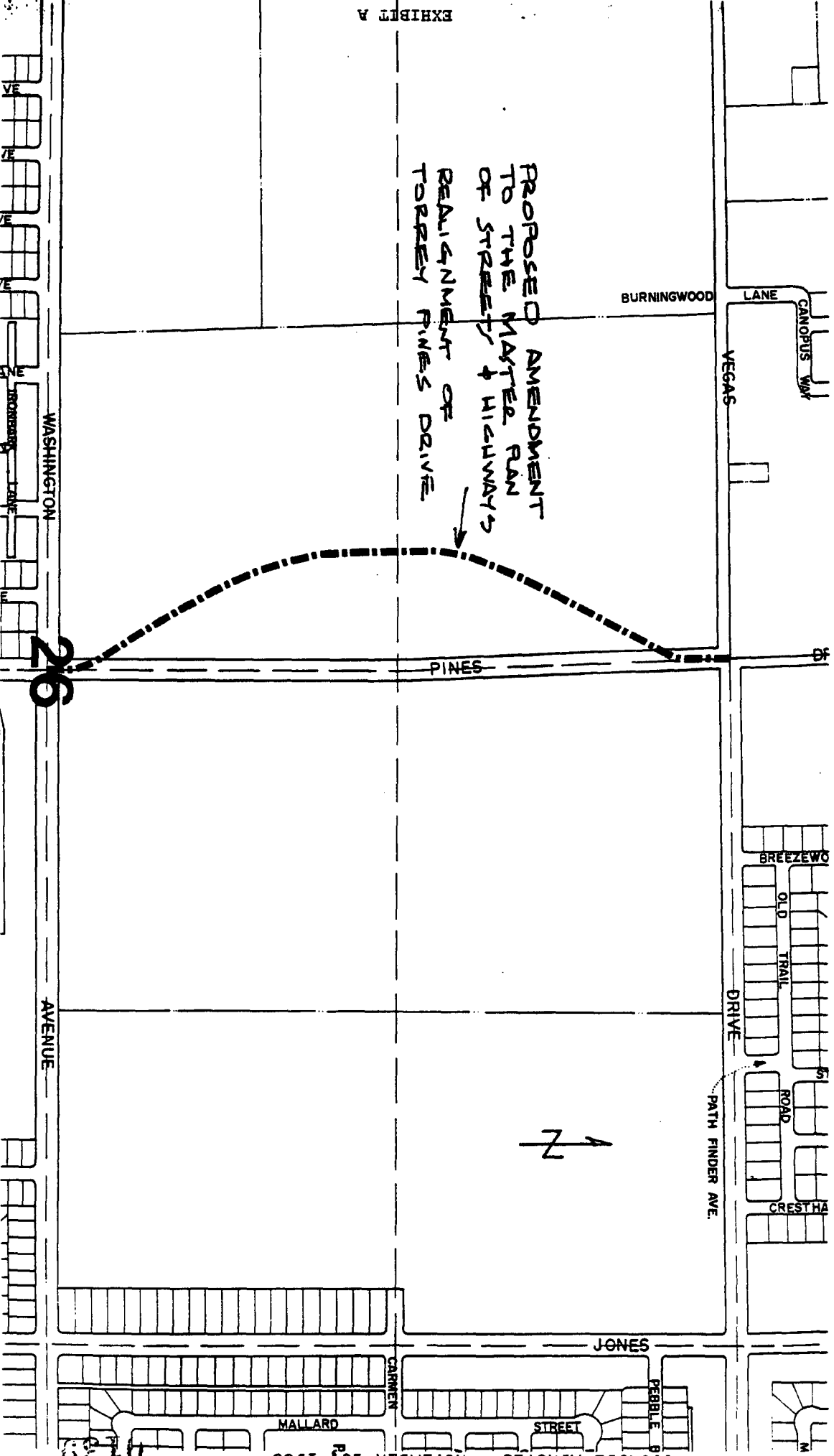
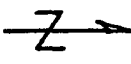


EXHIBIT A

PROPOSED AMENDMENT
TO THE MASTER PLAN
OF STREETS & HIGHWAYS
REALIGNMENT OF
TORREY PINES DRIVE



City of Las Vegas

0140

Date: October 10, 1983

AGENDA DOCUMENTATION

TO:
The City CouncilFROM: *SS*
CITY ATTORNEYSUBJECT: Bill No. 83-62 -- Amends Title 7, Chapters 8, 12 and 20 of the
Las Vegas Municipal CodePURPOSE/BACKGROUND

By this amendment, various sections contained in Chapter 20 will apply to the animals regulated therein at an earlier age. Under the proposed amendment, dogs and cats over the age of three (3) months will need a license, instead of the previous six (6) months of age. Similarly, dogs and cats over the age of three (3) months will be now included against the maximum number of said animals which may be kept on the property of a dog or cat fancier. If one is not a dog or cat fancier, then that person can keep only three canines or felines in any place, residence or premise located within the City and dogs or cats over the age of three (3) months are included within this restriction. Rabies vaccinations will be required of all animals over the age of three (3) months. Finally, litters of animals up to three (3) months of age will be available for adoption by the public immediately after impoundment.

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 - F

AGENDA*City of Las Vegas*

November 16, 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)**

10:53

- G. BILL NO. 83-63 - REPLACES THE REFERENCES TO THE "BOARD OF COMMISSIONERS" AND THE "DIRECTOR OF PUBLIC SERVICES" WITH REFERENCES TO THE "CITY COUNCIL" AND "DIRECTOR OF ENGINEERING SERVICES"; ALLOWS THE COUNCIL TO WAIVE THE REQUIREMENT OF UNDERGROUND INSTALLATIONS WHEN ENFORCING THAT REQUIREMENT WOULD NOT PROMOTE THE PURPOSES OF SECTION 13.52.010, OR IS UNREASONABLE DUE TO OTHER CIRCUMSTANCES PRESENTED BY THE APPLICANT. (FIRST AMENDMENT)

Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/5/83

Committee Recommendation:

Adoption at the November 16, 1983 meeting.

Lurie -
Second Reading and
Bill ADOPTED as per
First Amendment
Unanimous
(Briare excused)

Clerk to proceed
with second
publication

10:54

- H. BILL NO. 83-64 - REMOVES POTENTIAL ABUSE OF PARKING EXEMPTION BY RESTRICTING USE OF THE PERMITTEES WHILE ACTUALLY ENGAGED IN FIELD WORK OR IN BUSINESS OUTSIDE THEIR OFFICE; ALSO IMPOSES TWO DOLLAR (\$2.00) APPLICATION FEE.

Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/5/83

Committee Recommendation:

Adoption at the November 16, 1983 meeting.

Lurie -
Second Reading and
Bill ADOPTED
Unanimous
(Briare excused)

Clerk to proceed
with second
publication

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

0142

Date: Oct. 3, 1983

AGENDA DOCUMENTATION

TO:
The City CouncilFROM:
CITY ATTORNEYSUBJECT: Bill No. 83-63 Amends Title 13, Chapter 52, Section 170 of the
Municipal Code of the City of Las Vegas, 1983 EditionPURPOSE/BACKGROUND

Section 13.52.170 of the Las Vegas Municipal Code presently contains antiquated references to the "Board of Commissioners", and the "Director of Public Services". The present ordinance inserts references to the "City Council" and the "Director of Engineering Services" in lieu of those terms.

Additionally, the City Council is empowered to waive the requirement for the undergrounding of existing distribution lines when enforcing such a requirement would not promote the purposes of Section 13.52.010, or is unreasonable due to other circumstances presented by the applicant.

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 - G

*City of Las Vegas*0143
Oct. 3, 1983

AGENDA DOCUMENTATION

Date: _____

TO:
The City CouncilFROM:
CITY ATTORNEYSUBJECT: Bill No. 83-64
Amends Title 11, Chapter 54, Section 190 of the Las Vegas Municipal
Code, 1983 EditionPURPOSE/BACKGROUND

The attached amendment removes potential misuse of parking exemption permits by restricting use by the permittee to the period of time when he is actually engaged in field work, or conducting business outside the location of his office.

The Ordinance is also amended to allow an application fee of two dollars (\$2.00).

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 - H

AGENDA*City of Las Vegas*

November 16, 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)

- 10:55 I. BILL NO. 83-65 - DECRIMINALIZES VIOLATIONS OF THE PARKING LAWS AND REGULATIONS, IMPOSES CIVIL LIABILITY FOR SUCH VIOLATIONS AND PROVIDES A CIVIL PROCEDURE FOR THE ENFORCEMENT AND COLLECTION OF MONETARY SANCTIONS WHICH ARE ASSOCIATED THEREWITH. (1st Amend.)

Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/5/83

Committee Recommendation:

Adoption at the November 16, 1983 meeting.

Lurie -
Second Reading and
Bill ADOPTED as per
First Amendment
Unanimous
(Briare excused)Clerk to proceed
with second
publication

The following Bills have received a recommendation as noted; however, no action may be taken at the 11/16/83 City Council meeting:

- 11:00 J. BILL NO. 83-55 - AUTHORIZES TRAFFIC ENGINEERING OFFICIALS TO ISSUE CITATIONS FOR VIOLATIONS OF TRAFFIC CODE.

Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/19/83

Committee Recommendation:

Adoption at the December 7, 1983 meeting.

Recommendation
Noted

12/7/83 Agenda

APPROVED AGENDA ITEM

Ashley Hall

City of Las Vegas

0145

Date: Oct. 14, 1983

AGENDA DOCUMENTATION

TO:
The City CouncilFROM: *James F. Gilvin*
CITY ATTORNEY

SUBJECT: Bill No. 83-65 -- Decriminalizes violations of the City's parking laws and establishes a new schedule of civil fines for such violations

PURPOSE/BACKGROUND

Currently, violations of the City's parking regulations which are set forth in Title 11 of the City Code have been the basis for criminal actions against the offenders. Bill No. 83-65 is designed to decriminalize parking violations and to convert them from criminal matters to civil matters. Accordingly, should Bill No. 83-65 be adopted, the parking violators will no longer be subject to potential criminal sanctions, such as jail time, since all parking violations will result only in civil fines or civil fines plus penalties. Concomitant with such decriminalization will be a change in terminology, in order both to avoid confusion with the old system and to adapt to the concept of civil liability. "Parking violations" will become "parking infractions" and "parking violation notice" will become "notice of infraction". Procedurally, however, the enforcement of the parking regulations will remain relatively unchanged, with two exceptions.

The first such exception, of course, is that, in instances in which a notice of infraction has not been paid in the time which is provided in the bill, the City Attorney's office will institute civil suits to collect the amount of the appropriate civil fines plus penalties, rather than instituting criminal prosecutions for the imposition of the appropriate criminal fines.

The second exception is that both the operator of the vehicle and the vehicle's registered owner will be liable for the infraction. It will no longer be a defense to liability for the registered owner to show that someone else was driving the vehicle when it was illegally parked. Under the proposed system, as long as the driver was using the vehicle with the permission of the owner, the owner is liable. Furthermore, permissive use is presumed, and the owner must prove that the use was unauthorized (for example, that the car had been stolen). This feature of joint liability also results in liability on all rental car units for all parking violations committed while their cars are being driven by lessees.

Although the system of parking enforcement contemplated in Bill No. 83-65 is a somewhat novel concept, it is an adaptation from a program which has been successfully employed in the District of Columbia since it was instituted in 1978. Attached is a comparison of the proposed civil system with the existing criminal system which demonstrates the advantages of the proposed system.

Bill No. 83-65 also adapts the existing enforcement provisions, including the use of the so-called Denver Boot, to the proposed civil system and provides a new (and increased) schedule of civil fines and penalties, including a provision which reduces the fine for most infractions by 50% if the Notice of Infraction is paid within 10 days after it is issued.

Agenda Item

VI - I

AGENDA DOCUMENTATION

Date: Oct. 14, 1983

TO:
The City Council

FROM:
CITY ATTORNEY

SUBJECT: Bill No. 83-65 -- Decriminalizes violations of the City's parking laws and establishes a new schedule of civil fines for such violations (cont.)

PURPOSE/BACKGROUND

FISCAL IMPACT:

The increases in the fines for parking infractions are as follows:

Overtime parking, from \$2.00 (maximum \$15.00 with late penalties) to \$10.00 (maximum \$60.00 with late penalties); parking in "No Parking" zone, from \$10.00 (maximum \$20.00 with late penalties) to \$20.00 (maximum \$120.00 with late penalties); parking in "Handicapped" zone, from \$15.00 (maximum \$25.00 with late penalties) to \$25.00 (maximum \$150.00 with late penalties); and miscellaneous infractions, from \$5.00 (maximum \$15.00 with late penalties) to \$10.00 (maximum \$60.00 with late penalties).

RECOMMENDATIONS:

This Bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

Agenda Item

VI - I

CITY OF LAS VEGAS

Date

0147

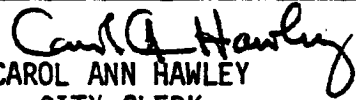
INTER-OFFICE MEMORANDUM

November 14, 1983

TO:

FILE

FROM:


 CAROL ANN HAWLEY
 CITY CLERK

SUBJECT:

 RECOMMENDING COMMITTEE MEETING -
 NOVEMBER 14, 1983

COPIES TO:

 Agenda Blue Books for 11/16/83 and 12/7/83
 City Council Meetings

 City Attorney's Office
 Business Activity Dept.
 Community Planning and Development Dept.
 Engineering Services

 Metro
 Fire Services
 Building & Safety

MEETING HELD:

 Monday, November 14, 1983, 4:00 P.M., City Manager's
 Conference Room, 10th Floor, City Hall. Meeting
 adjourned at 4:17 P.M.

PRESENT:

 Councilman Al Levy
 Councilman Bob Nolen
 Acting City Manager Don Saylor
 Acting Deputy City Manager Richard Campbell
 City Attorney George Ogilvie
 Chief of Traffic Engineering Al Bossi
 Director of Building & Safety Clay Hymer
 Joe Silvester, Building & Safety
 Carol Ann Hawley, City Clerk
 Linda Owens, Deputy City Clerk
 Douglas Smith, RAM Refrigeration
 Dennis Soukup, Sunrise Refrigeration
 Terry Tingle, Refrigeration Supplies
 Howard Waters, Action Air Conditioning
 Richard Vandenberg, Associates Plumbing & Air Conditioning
 Jack McGinty, Plumbers Local 525
 Jerry Ralya, Las Vegas SUN

EXCUSED:

Councilman Ron Lurie

 A. BILL NO. 83-55 - AUTHORIZES TRAFFIC ENGINEERING OFFICIALS TO ISSUE CITATIONS FOR VIOLATIONS OF TRAFFIC CODE.
Committee: Councilmen Lurie and Levy

Councilman Levy read and submitted for the record a letter from Steve Waugh of the Metropolitan Police Department stating they have no objections to this proposed bill. No one appeared in opposition. Committee recommended adoption at the December 7, 1983 City Council meeting.

Recommending Committee Meeting Minutes
November 14, 1983
Page 2

- B. BILL NO. 83-58 - FIRST AMENDMENT - AUTHORIZES ISSUANCE OF A PERMIT TO A REFRIGERATION CONTRACTOR FOR THE INSTALLATION OF GAS PIPING DIRECTLY RELATED TO THE INSTALLATION OF REFRIGERATION OF AIR CONDITIONING EQUIPMENT.

Committee: Councilmen Lurie and Levy

Councilman Levy read and submitted for the record a letter from Irene Porter of the Southern Nevada Home Builders Association which stated the Home Builders have no objections to this proposed bill. Clay Hymer stated the City held a meeting with all the groups that are concerned with this bill. They modified some of the wording by restricting the gas work and prohibiting the refrigeration and air conditioning contractors to tie in to any existing lines with the Southwest Gas Company making the connection. Jack McGinty objected to this bill because he felt the plumbers are more qualified to install the gas piping. Clay Hymer said the three major plumbing contractors in the city are in agreement to this change in the ordinance. Committee recommended adoption at the December 7, 1983 City Council meeting as per First Amendment.

CIVIL SYSTEM

1. Pretrial Procedure
 - (a) Issue infraction
 - (b) Notice of delinquency after 15 days
 - (c) Civil suit after 30 more days
2. Parking Enforcement Officers work for Traffic Engineering
3. Infraction proves itself and no bail required
4. Can presume that registered owner was driver at time of violation
5. Registered owner and operator both liable -- unauthorized use only is a defense
6. No right to counsel - no jail time possible
7. One court appearance -- trial
8. Default judgment available
9. Permits a reduction in the civil fine if the Notice of Infraction is paid within specified period after issuance

CRIMINAL SYSTEM

1. Pretrial Procedure
 - (a) Issue ticket
 - (b) Mail notice to appear within 20 days
 - (c) Affidavit to Muni Court and summons after 40 days
 - (d) Issue bench warrant
2. Parking Enforcement Officers work for Traffic Engineering
3. Officer must testify in court and violator must post bail to get into court
4. No presumption that registered owner was violator
5. Registered owner not driver when ticket issued is a defense -- applies to rental cars and lending car to friend
6. Right to counsel if possible jail time
7. Two court appearances -- arraignment and trial
8. No default judgment (no trial or adjudication in absentia)
9. No reduction in the criminal fine is permitted

AGENDA*City of Las Vegas*

November 16, 1983

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

11:00

- K. BILL NO. 83-58 - AUTHORIZES ISSUANCE OF A PERMIT TO A REFRIGERATION CONTRACTOR FOR THE INSTALLATION OF GAS PIPING DIRECTLY RELATED TO THE INSTALLATION OF REFRIGERATION OF AIR CONDITIONING EQUIPMENT. (FIRST AMENDMENT)

Committee: Councilmen Lurie and Levy

First Publication: SUN - 11/19/83

Committee Recommendation:

Adoption at the December 7, 1983 meeting
as per First Amendment.

Recommendation
Noted

12/7/83 Agenda

APPROVED AGENDA ITEM

Ashley Hall

AGENDA*City of Las Vegas*

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

November 16, 1983

ITEM

Council Action

Department Action

VIII. NEW BILLS TO BE REFERRED TO A STUDY
COMMITTEE OR RECOMMENDING COMMITTEE

11:13

A. Bill No. 83-67 -- Annexation A-10-83(A)

Property Located: West of Lorenzi Boulevard
between Westcliff Drive and
Washington Avenue

Petitioned By: Thomas R. Beam, et al.

Acreage: Approximately 922 Acres

Zoned: R-E and P-F (County
classification)
N-U and C-V (City
equivalent)

Sponsored by: Councilman Ron Lurie

First Reading and
referred -
Lurie and
Christensen11/28/83 Agenda of
Recommending
Committee

11:13

B. Bill No. 83-68 -- Annexation A-13-83(A)

Property Located: On the southeast corner of
Ducharme Avenue and Roland
Wiley Road

Petitioned By: John L. Donart

Acreage: Approximately 10.31 acres

Zoned: R-E (County classification)
N-U (City equivalent)

Sponsored by: Councilman Ron Lurie

First Reading and
referred -
Lurie and
Christensen11/28/83 Agenda of
Recommending
Committee

MORNING SESSION ADJOURNED AT 11:14 A.M.

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November 16, 1983

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

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS

4:45

- A. VAC-16-83 - Petition of Vacation submitted by FIRST WESTERN SAVINGS ASSOCIATION to vacate Miramar Drive, 60' in width, from the north right-of-way line of Cheyenne Avenue to the centerline of Maynard 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 Planning Commission, then approval will terminate and a new petition must be submitted.

Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
APPROVED, subject
to conditions.
Unanimous

Clerk to notify &
Planning to proceed

Charley Johnson
represented the
applicant.

No one appeared in
opposition.

APPROVED AGENDA ITEM

Ashley Hall

To: The City Council
 Re: Public Hearing Agenda Item
 November 16, 1983 City Council Agenda

IX.

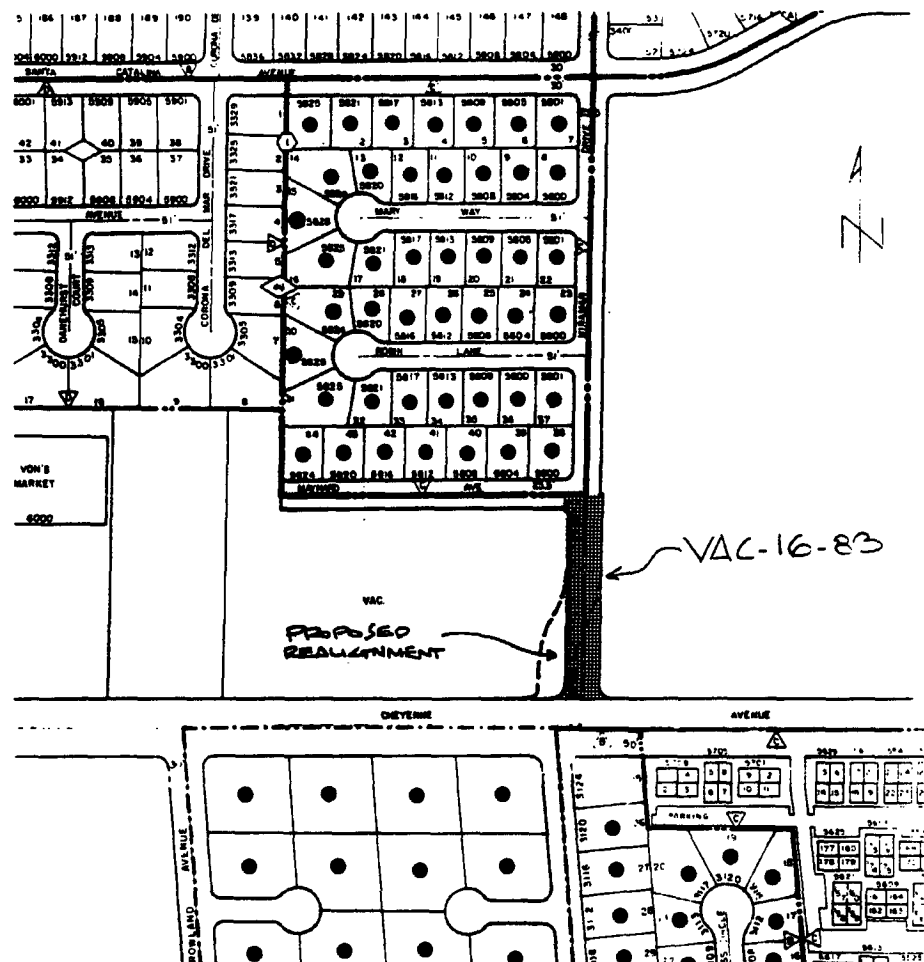
A. VACATION - VAC-16-83 - FIRST WESTERN SAVINGS ASSOCIATION

The request is to vacate a portion of Miramar Drive because this street has been realigned to the west so it will match the location of the street on the south side of Cheyenne Avenue. The new street alignment has been dedicated in a new subdivision on this site. The vacation of this street and the new alignment will result in a better intersection at Cheyenne Avenue.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



NOTICE

0154

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 herein-after 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:

Miramar Drive, 60' in width, from the north right-of-way line of Cheyenne Avenue to the centerline of Maynard 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 16th day of November, 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 2nd day of November, 1983.


CAROL ANN HAWLEY, City Clerk

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AGENDA*City of Las Vegas*

November 16, 1983

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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)

- 14:46 B. U-78-83 - Application of THEODORE M. SALTZMAN for a use permit to allow an open sales lot for the sale of Indian wall decorations on property located at 2217 East Fremont Street in Zoning District C-2.

Board of Zoning Adjustment unanimously recommends DENIAL.

Staff Recommendation: DENIAL

PROTESTS: 0

Levy -
DENIED
Unanimous

Clerk to notify &
Planning to proceed

Applicant not
present

No one appeared
in opposition

APPROVED AGENDA ITEM

Ashley Hall

To: The City Council
 Re: Public Hearing Agenda Item
 November 16, 1983 City Council Agenda

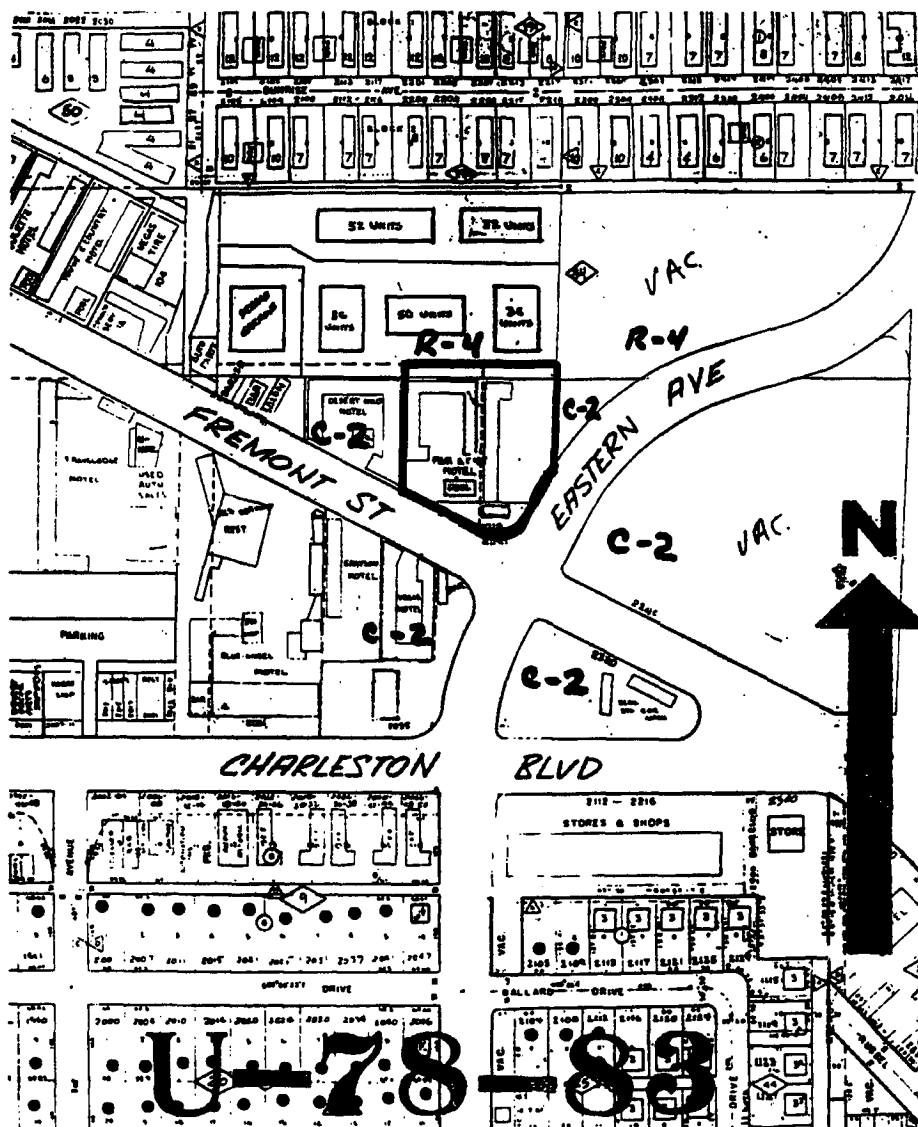
B. USE PERMIT - U-78-83 - THEODORE M. SALTZMAN ON BEHALF OF THE SALTZMAN FAMILY TRUST

The request is to allow an open sales lot for the sale of Indian wall decorations on the northwest corner of Fremont Street and Eastern Avenue in a C-2 zone. The ordinance requires a use permit for all open sales lots in an effort to control their location. The site is where the Par-A-Dice Motel is located and this corner of the property was formerly a small gasoline service station. There have been other uses of this type on this property in the past prior to the use permit requirement and none of them have been particularly attractive.

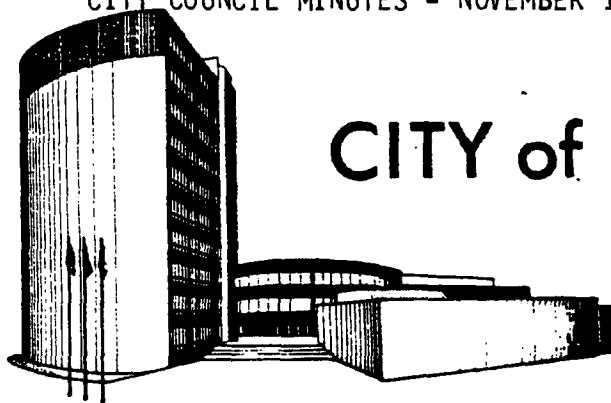
BOARD OF ZONING ADJUSTMENT DECISION: DENIAL - Inappropriate location for this type of use.

STAFF RECOMMENDATION: DENIAL

PROTESTS: 0



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



0157

CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

NOVEMBER 16, 1983

NOTICE IS HEREBY GIVEN THAT on Wednesday, November 16, 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:

U-78-83 Application of THEODORE M. SALTZMAN on behalf of THE SALTZMAN FAMILY TRUST for a use permit to allow an open sales lot for the sale of Indian wall decorations on property located at 2217 East Fremont Street in Zoning District C-2 (General Commercial District).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS A PORTION OF THE SOUTH HALF (S $\frac{1}{2}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61, EAST, M.D.M.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meeting or, prior thereto, may file written objections thereto or approvals thereof with the City Clerk, 10th Floor, City Hall.

A handwritten signature in cursive script that reads "Carol Ann Hawley".

CAROL ANN HAWLEY
CITY CLERK



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November 16, 1983

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AGENDA*City of Las Vegas*

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

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Cont'd)

- C. U-79-83 - Application of A. W. HAM, JR., TRUSTEE OF ALTA HAM ESTATE, ET AL for a use permit to allow a used car lot and a transient sales lot (new merchandise only) on property located at 1120 Las Vegas Boulevard South in Zoning District C-2.

Board of Zoning Adjustment unanimously recommends APPROVAL of the USED CAR LOT ONLY and DENIAL of the TRANSIENT OPEN SALES LOT use..

If approved, subject to:

1. Conformance to the plot plan amended to provide landscaping along 4th Street.
2. Used merchandise is not permitted to be sold from the open sales lot area, however, this does not exclude antiques.
3. The westerly 208' only shall be used as an open sales lot.
4. Install sidewalk on 4th Street as required by the Department of Engineering Services.

Staff Recommendation: DENIAL

PROTESTS: 0

TO BE STRICKEN FROM
THE AGENDA.

(APPLICANT HAS
WITHDRAWN
APPLICATION)

APPROVED AGENDA ITEM

Ashley Hall

AGENDA*City of Las Vegas*

November 16, 1983

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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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*

November 16, 1983

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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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*November 16, 1983 ⁰¹⁶¹

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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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*

November 16, 1983

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM**Council Action****Department Action****X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

4:47

**A. ABEYANCE ITEM - PLOT PLAN REVIEW - Z-18-68(29)
DANIEL W. HALBY, D.O.**

Plot Plan Review to construct a two-story commercial medical office building on property located at 2496 W. Charleston Boulevard, C-D Zone.

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the plot plan amended to place the building to the east side of the site.
2. Construction of a 6' block wall along the north and west property lines adjacent to the residentially zoned properties.
3. The north 208' shall be used for parking only.
4. Approval of the proposed 65' driveway shall be subject to the requirements of the Traffic and Parking Commission.

Staff Recommendation: APPROVAL

Christensen - APPROVED plot plan review as presented subject to conditions and subject to conditions as agreed upon between the applicant and adjacent property owners Becker and Girling as presented to the Council. Unanimous (Note: A verbatim transcript to be made a part of final minutes.

Clerk to notify & Planning to proceed Daniel Halby, D.O. appeared

Favor

Mr. Becker appeared

Mr. Girling was present in the audience

Amended & Additional Conditions to this application are as follows:

1. Install Italian Cypress a minimum of 5 gallon in size, 3' apart adjacent to the west property line from the north property line south to a point approximately 340' (50' south of Mr. Becker's south property line).
2. Construct an 8' block wall along the west property line that abuts the residential properties which front on Shetland Road.
3. Condition #1 amended to delete the wording "amended to place the building to the east side of the site."
4. Condition #3 to be amended to read "The north 200' shall be used for parking only."

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
November 16, 1983 City Council Agenda

X.

A. ABEYANCE ITEM - PLOT PLAN REVIEW - Z-18-68(29) - DANIEL W. HALBY, D.O.

This item was held in abeyance from your last meeting for the applicant to obtain a letter from the abutting residential property owner on Shetland Road that he has no objection to the proposed two-story office building being located 7' from his rear property line.

The request is to construct a two-story medical office building at 2496 W. Charleston Boulevard in a C-D Zone. The property abuts an R-PD2 development to the north and R-E zoning to the northwest that fronts on Shetland Road. The C-D zoning has existed on this property since 1968. The proposed building is two stories and will contain 36,582 square feet. The plot plan indicates the building will be 7' from the west property line which would be relatively close to the R-E properties to the northwest. At the Planning Commission meeting staff recommended the building be placed on the east side of the property that would in fact be reversing the plot plan. When C-D zoning was requested on the lot to the east of this parcel it was approved with the north 178' amended to P-R for parking use only, however, that application has expired. There is 208' from the building to the rear property line that will be utilized for parking on this site which will conform to the intended pattern to the east. There are 140 parking spaces proposed where 92 are required for this office building.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

EXCERPT - CITY COUNCIL MEETING - NOVEMBER 16, 1983

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X. COMMUNITY PLANNING & DEVELOPMENT

A. ABEYANCE ITEM - PLOT PLAN REVIEW - Z-18-68(29) DANIEL W. HALBY, D.O.

Page 1

MAYOR BRIARE: Then we go on to Planning matters, the first of which on Council's page 36 is an abeyance for Plot Plan Review Z-18-68 for Daniel Halby. Review this briefly for us, Mr. Foster.

HAROLD FOSTER: Yes, this was held in --

MAYOR BRIARE: The original plan. What was the original plan and how does it differ?

HAROLD FOSTER: Okay the plan that was submitted proposed the two-story office building seven feet from the west property line. At the Planning Commission meeting it was recommended by the staff and also by the Planning Commission to you that the building be placed along the east side removing the building from the residential property on the northwest part of the site. At the last meeting there was some consideration for possibly allowing it -- the location requested by the application if he could obtain some concurrence from the residential property owner to the northwest; and I believe they are here and the applicant can explain the situation on this.

MAYOR BRIARE: I saw you sitting with them, Doctor Halby, so apparently you had some discussion with the property owners there.

DANIEL HALBY, D.O. Right. I think Mr. Becker, myself and Richard Girling worked something out allowing me to flip the building over on its original side there on the west side of the lot.

MAYOR BRIARE: Mr. Becker. Mr. Becker, the Council, perhaps more in consideration of your project, held it from the last meeting.

MR. BECKER: Yes. The building would be right up against my property line, but Doctor Halby and I have decided that -- I agreed that if he would put Italian Cypress in there, five gallon size, three feet apart starting 50 feet south of my property and continue all the way to the back of the property -- all the way to the north end of the property -- three feet apart -- put them on a sprinkler system so they'd be well taken care of and increase the size of the wall to 8 feet behind my property and Richard Girling's property and to -- being the building would be facing east, we would be looking right up into the air conditioners and that sort of thing, and he's agreed that he would put a decorative fence -- some type of a decorative fence on the top of that building and the height would have to be determined when we find out how high all that equipment back there -- so that we don't see that equipment. Some type of a decorative thing, and if he would do that, and he's agreed to do that, I wouldn't mind having the building there. It doesn't bother me and I'm speaking for Richard Girling, he's here in the audience, and he's agreed to that too.

EXCERPT - CITY COUNCIL MEETING - NOVEMBER 16, 1983

X. COMMUNITY PLANNING & DEVELOPMENT

A. ABEYANCE ITEM - PLOT PLAN REVIEW - Z-18-68(29) DANIEL W. HALBY, D.O.

MAYOR BRIARE: So everybody agreed. Doctor, that's your understanding and that's your agreement?

DANIEL HALBY, D.O. Yes.

COUNCILMAN LEVY: That's the way you'd rather have it than put the building like staff has indicated?

DANIEL HALBY, D.O. Right. It sounds agreeable to me.

COUNCILMAN LURIE: Don't we have to go for another variance on raising the fence 8 feet?

COUNCILMAN CHRISTENSEN: Or can we include that in this?

HAROLD FOSTER: There's no fence height in the C-D Zone.

COUNCILMAN LURIE: So you can go as high as you --

HAROLD FOSTER: As high as you want.

COUNCILMAN CHRISTENSEN: Your Honor, I love these kind of deals where they work it out before they get here so we don't have to arbitrate a neighborhood dispute. I would move that we approve the plot plan as presented with the conditions that they've agreed to. I would like the staff to sit down and work it out with them and make sure that we have that down cold so that it doesn't fall on Mr. Becker's shoulders to do the inspection work during the construction, so that we take care of what they've agreed to and let's wash this thing out and get it going.

MAYOR BRIARE: Comments? Cast your votes.

COUNCILMAN LEVY: Is that alright, Doctor?

DANIEL HALBY, D.O. That sounds good to me. Can I ask one other thing?

MAYOR BRIARE: You better quit while you're ahead, Doctor.

DANIEL HALBY, D.O. Originally the plot plan was approved to have the parking lot in the north 178 feet and then it was moved to the north 208 feet, just the last --

COUNCILMAN LEVY: You did that.

DANIEL HALBY, D.O. No. Well, I drew the plans that way but let's say my architect wants to move the building -- maybe expand it northward two or three feet, then I'd be over that 208 line. You see, that's just kind of a --

COUNCILMAN LEVY: Do you have something in mind, sir?

EXCERPT - CITY COUNCIL MEETING - NOVEMBER 16, 1983

X. COMMUNITY PLANNING & DEVELOPMENT

A. ABEYANCE ITEM - PLOT PLAN REVIEW - Z-18-68(29) DANIEL W. HALBY, D.O.

Page 3

DANIEL HALBY, D.O. No, I don't but I just --

COUNCILMAN LEVY: We'd like to hold you to a plot plan.

DANIEL HALBY, D.O. Can I put it back to the north 178 feet -- parking is allowed or has to be in that portion? In other words, I'm not restricted to the north 208 and just restrict parking to be built on the north 178 feet.

COUNCILMAN CHRISTENSEN: Well, the thing that bothers me is that I don't want to see the building go back to where it further gets into the residential properties behind it. It's close enough to the front now that you alleviate a lot of the pressure on the residential properties that are to the west of it. The further back you move it the more of somebody's backyard you cover with a two-story building and an eight foot fence.

DANIEL HALBY, D.O. The only thing I can foresee is that it may go back another two/three feet, depending on what the architect --

COUNCILMAN LEVY: Well, I'll say a minimum of 200 feet.

DANIEL HALBY, D.O. It sounds great.

COUNCILMAN LEVY: Maximum 200 feet.

COUNCILMAN LURIE: You've got to amend the motion.

MAYOR BRIARE: Is that agreeable?

COUNCILMAN CHRISTENSEN: Well, I have no problem with that just as long as we don't encroach the other too far. I mean, we've got to protect this gentleman. They've made a good agreement and I don't want to see it trampled on.

MAYOR BRIARE: Mr. Foster, do you understand the motion?

MR. BECKER: Well, it's going to be ten feet from my north property line anyway so three or four feet one way or the other isn't going to make any difference.

HAROLD FOSTER: Just for clarification, on the conditions listed on the agenda on condition number 1, it will only read conformance to the plot plan.

MR. BECKER: That's right.

HAROLD FOSTER: And then condition three will be the north 200 feet shall be used for parking only.

COUNCILMAN CHRISTENSEN: Condition two will be eight feet back -- the distance that he talked about?

EXCERPT - CITY COUNCIL MEETING - NOVEMBER 16, 1983

X. COMMUNITY PLANNING & DEVELOPMENT

A. ABEYANCE ITEM - PLOT PLAN REVIEW - Z-18-68(29) DANIEL W. HALBY, D.O.

0167
Page 4

HAROLD FOSTER: Yes.

COUNCILMAN CHRISTENSEN: You'll have to work those out so that you know exactly what they are so that Mr. Becker does not have to police that himself. He shouldn't be required to do that. Our Building Department should be the one to take care of that so we have to have that in writing so the Building Department can handle it.

COUNCILMAN LEVY: And we didn't exclude number 4. That's part of it too.

MAYOR BRIARE: That's included.

COUNCILMAN LURIE: Let's vote on the motion.

MAYOR BRIARE: Other comments?

COUNCILMAN CHRISTENSEN: Traffic Department has to check all driveways. That's standard.

MAYOR BRIARE: Cast your votes. Post. Motion's approved. Motion carried unanimously. Thank you, gentlemen.

AGENDA*City of Las Vegas*

November 16, 1983

CITY COUNCIL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)****B. EXTENSION OF TIME - Z-90-80 - EARL MONSEY
ON BEHALF OF HELEN HUNT RIVES AND FIRST
NATIONAL BANK OF NEVADA**

Extension of Time on property generally located on the northwest corner of Sahara Avenue and Maryland Parkway, C-1, C-C, and C-M Zones (under Resolution of Intent to C-1).

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. Extension of Time shall expire December 2, 1984.

Staff Recommendation: APPROVAL

Lurie -
APPROVED
Unanimous

Clerk to notify &
Planning to
proceed

Earl Monsey
appeared

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
November 16, 1983 City Council Agenda

X.

B. EXTENSION OF TIME - Z-90-80 - EARL MONSEY ON BEHALF OF HELEN HUNT RIVES
AND FIRST NATIONAL BANK OF NEVADA

This is the third request for an extension of time on this property.
The applicant indicated this office complex has not been developed
because of adverse economic conditions.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to a one-year
time limit.

STAFF RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

AGENDA*City of Las Vegas*

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ITEM

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

C. REINSTATEMENT AND EXTENSION OF TIME - Z-36-82
ROBERT L. CONN

Reinstatement and Extension of Time on property generally located on the east side of Dike Lane, 400' north of Bonanza Road, R-1 Zone (under Resolution of Intent to R-PD16).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Extension of Time shall expire September 1, 1984.
2. Conformance to all ordinance amendments enacted subsequent to the original conditions of approval.

Staff Recommendation: APPROVAL

Lurie -
APPROVED
Unanimous

Clerk to notify &
Planning to
proceed

Bob McNutt was
present

APPROVED AGENDA ITEM



14:54

To: The City Council
Re: Community Planning and Development Agenda Item
November 16, 1983 City Council Agenda

X.

C. REINSTATEMENT AND EXTENSION OF TIME - Z-36-82 - ROBERT L. CONN

This is the first request for a reinstatement and extension of time on this property. The applicant is proceeding on this project as indicated by the request for the approval of the final map which is the next item on the agenda (Item D).

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

STAFF RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

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

**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
 (CONTINUED)**

4:54

D. FINAL MAP - SUNSHINE VILLAGE

Property generally located on the east side
 of Dike Lane, north of Bonanza Road, R-1
 Zone (under Resolution of Intent to R-PD16).
 Owner: Barbara Chrestman, Trustee
 Subdivider: Goldstar Development
 No. of Acres: 4.2 No. of Lots: 17

Planning Commission unanimously recommends
 APPROVAL, subject to the following condition:

1. Conformance to the conditions of
 approval for the tentative map.

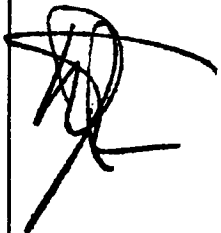
Staff Recommendation: APPROVAL

Lurie -
 APPROVED
 Unanimous

Clerk to notify
 & Planning to
 proceed

Bob McNutt was
 present

APPROVED AGENDA ITEM



To: The City Council
Re: Community Planning and Development Agenda Item
November 16, 1983 City Council Agenda

X.

D. FINAL MAP - SUNSHINE VILLAGE

This is the final map for Item C and is in order to be approved if that item is approved.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

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**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

14:55

E. REVIEW OF CONDITION - Z-75-81 - SEA, INC.

Review of Condition which required a 20' minimum front setback and an 18' rear setback for all lots on property generally located on the northeast corner of Lamb Boulevard and Monroe Avenue, R-MHP and R-E Zones (under Resolution of Intent to R-CL).

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. Conformance to the plot plan.

Staff Recommendation: APPROVAL

Lurie -
APPROVED as recommended by Planning Commission and staff.
Unanimous

Clerk to notify & Planning to proceed

APPROVED AGENDA ITEM

To: The City Council
Re: Community Planning and Development Agenda Item
November 16, 1983 City Council Agenda

X.

E. REVIEW OF CONDITION - Z-75-81 - SEA, INC.

The applicant is requesting a review of the condition which required a minimum 20' front setback and an 18' rear setback for the R-CL development on the northeast corner of Lamb Boulevard and Monroe Avenue. At the time the zoning was approved, the developer proposed the 20' front setback and 18' rear setback, however, the property has been sold and the subdivision design has been changed slightly and the models proposed by the new owner, Nova Properties, are longer. This request affects the lots at the ends of the cul-de-sacs only where the lot depths are less. There are six lots where 15' front setbacks and 10' rear setbacks are being requested. Also, there are nine lots where the applicant is requesting a reduction in the rear setback that ranges from 10' to almost 15' where the condition required an 18' minimum setback. The front and rear setbacks in the R-CL zone are 10' and, therefore, the requested changes are still in conformance with the ordinance. Further, the reduced rear yards will represent no problem because easements in the side yards will be granted so that each owner has his side yard plus the adjoining lots side yard area which should provide adequate open space and yard area.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

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**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

14:55

**F. PLOT PLAN REVIEW - Z-72-83 - HERBERT L.
WALDMAN, ET AL**

To allow an eight-story office building (with three floors of parking and five floors of office space) where a two-story office building was approved on property generally located on the northeast corner of Bridger Avenue and 7th Street, R-4 Zone (under Resolution of Intent to C-2).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the revised plans and elevations.
2. Conformance to all the original conditions of Z-72-83.

Staff Recommendation: APPROVAL

PROTESTS: 0

Levy -
APPROVED as recommended by Planning Commission and staff.
Unanimous

Clerk to notify & Planning to proceed

APPROVED AGENDA ITEM

To: The City Council
 Re: Community Planning and Development Agenda Item
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X.

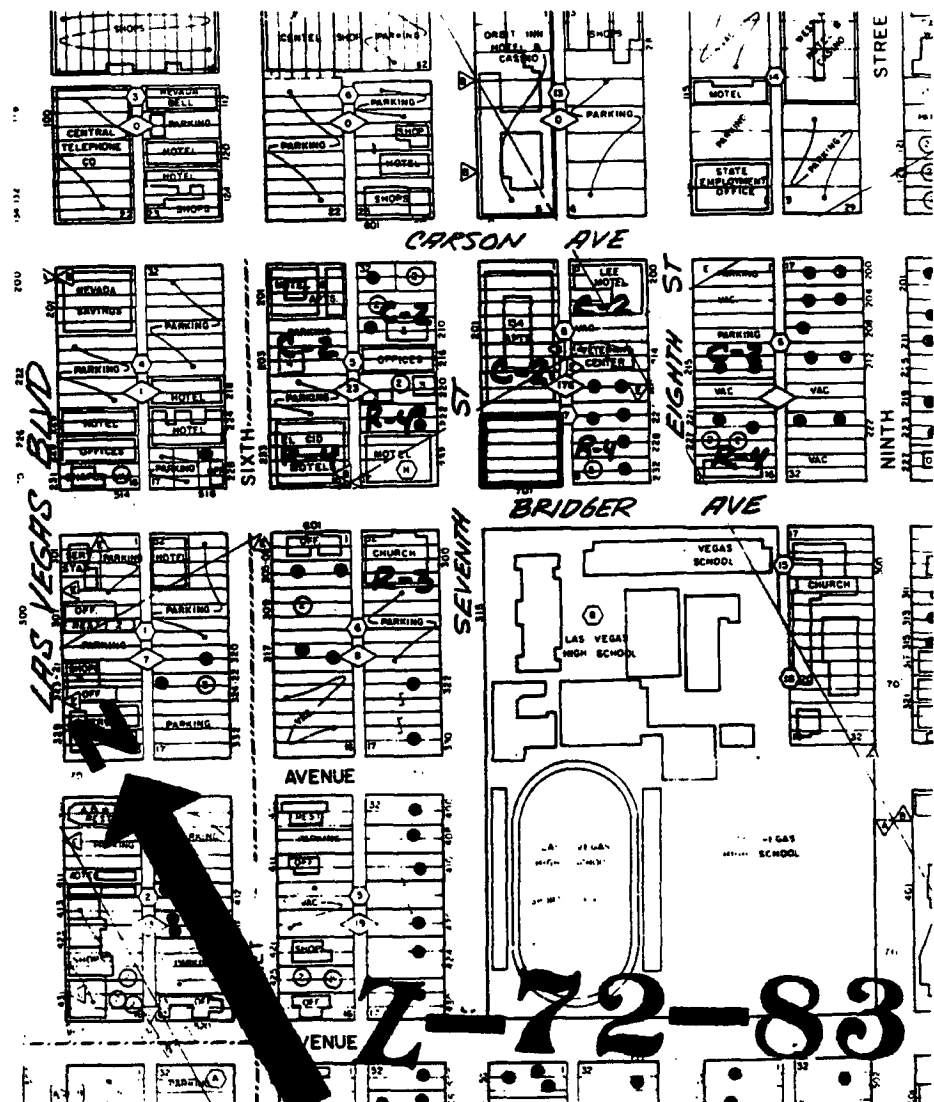
F. PLOT PLAN REVIEW - Z-72-83 - HERBERT L. WALDMAN, ET AL

Several meetings ago the rezoning of this property from R-4 to C-2 was approved and at that time the plot plan indicated a two-story office building was proposed. The applicant now feels a two-story building would be under-building this site and is now requesting a plot plan review to allow an eight-story building that would consist of three floors of parking and five floors of offices. The building is attractively designed and there will be adequate landscaping. There will be 140 parking spaces provided where 111 are required. The surrounding property owners were notified of this plot plan review.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



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**X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)**

14:56

G. VARIANCE - V-95-83 - DWIGHT W. MEIERHENRY

To allow commercial storage units where
such use is not permitted on property
located at 2210 W. Bonanza Road in Zoning
District R-1.

Board of Zoning Adjustment unanimously
recommends APPROVAL.

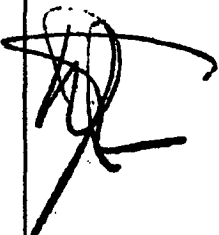
Staff Recommendation: DENIAL

PROTESTS: 0

Levy -
APPROVED as recom-
mended by BZA
Unanimous

Clerk to notify
& Planning to
proceed

Dwight Meierhenry
appeared

APPROVED AGENDA ITEM


To: The City Council
 Re: Community Planning and Development Agenda Item
 November 16, 1983 City Council Agenda

X.

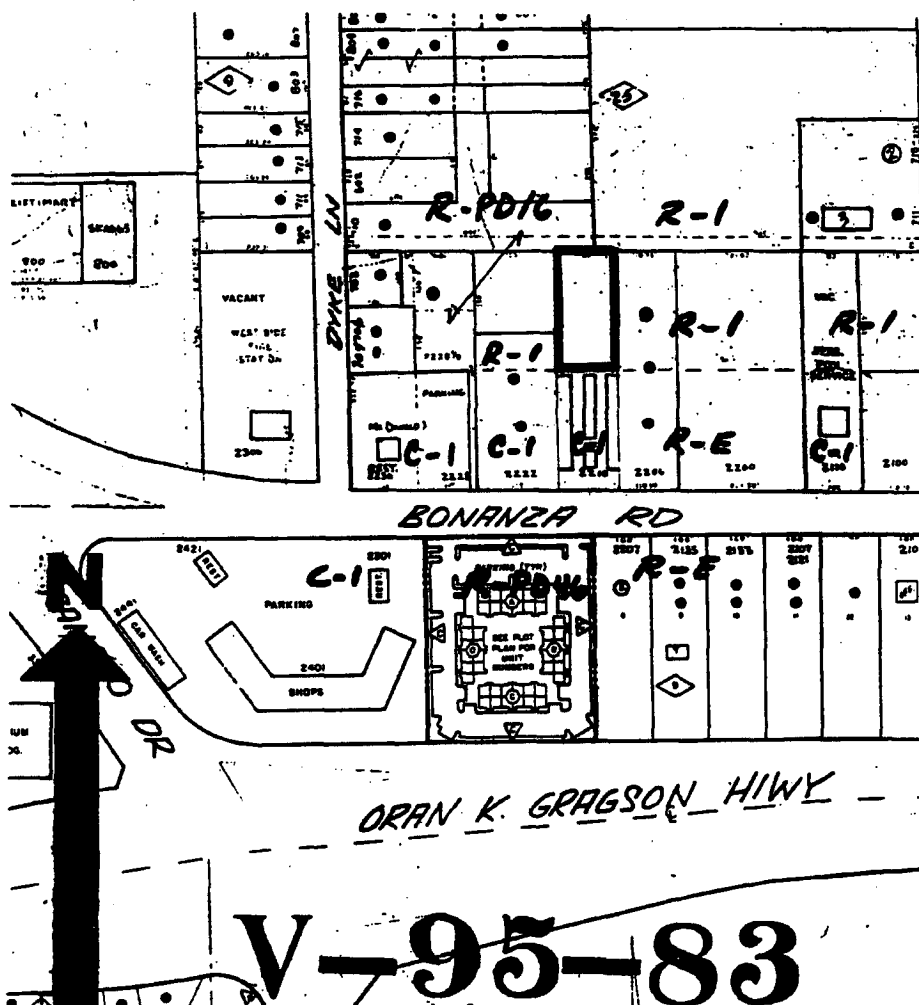
G. VARIANCE - V-95-83 - DWIGHT W. MEIERHENRY

The applicant is requesting a variance to allow commercial storage units on the north portion of his property that is zoned R-1. A variance was approved last year to allow the storage of boats, trailers and other vehicles on this property in connection with the commercial storage units on his adjoining property that fronts on Bonanza Road. Initially, the applicant applied for C-2 zoning for his entire property that extends 432' north of Bonanza Road. A C-1 zoning pattern exists in this area to approximately half that depth north of Bonanza Road. The application was approved on the south half only subject to it being amended to C-1 and the Council indicated it would be receptive to allowing the commercial storage units in the C-1 portion by means of a variance. A variance was approved for the storage units on the south half and open vehicle storage was approved on the north half of his property which is the portion involved in this application. The applicant wishes to extend his commercial storage unit development on his entire property as proposed when he requested the C-2 zoning. This parcel abuts R-1 to the east and west and approved R-PD16 zoning to the northwest.

BOARD OF ZONING ADJUSTMENT DECISION: APPROVAL - This type of project would be compatible with the transitioning higher density zoning in this area.

STAFF RECOMMENDATION: DENIAL - Contrary to the depth approved for commercial uses along W. Bonanza Road.

PROTESTS: 0



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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

14:59

H. VARIANCE - V-101-83 - JOHNNY RIBEIRO

To allow a bank drive-thru teller window facility on property located at 2820 West Charleston Boulevard in Zoning District R-A, (under Resolution of Intent to C-D).

Board of Zoning Adjustment unanimously recommends APPROVAL.

Staff Recommendation: DENIAL

PROTESTS: 0

Lurie -
APPROVED as recommended by BZA
Unanimous

Clerk to notify
& Planning to
proceed

Jay Thomas,
Johnny Ribeiro
Builders, appeared

APPROVED AGENDA ITEM

X

This involves a variance request for a bank drive-thru teller window in the Quail Park development at 2820 W. Charleston Boulevard. This item is before you for final decision because it involves a variance in the C-D Zone. The Quail Park development was zoned C-D on the south 170' and the remaining 440' was approved for P-R. The zoning ordinance specifically excludes drive-thru operations in the C-D zone. The drive-thru facility will be on the southwest corner of the Quail Park development and will be under a canopy supported by two masonry columns.

STAFF RECOMMENDATION: DENIAL - Insufficient justification for this request. If the variance is approved, the Council may wish to require a wall between the columns of the canopy that would screen the drive-thru facility from Charleston Boulevard.

N

HOWARD A. WADSWORTH ELEM. SCHOOL

C-V

R-A

Proposed bank drive-thru facility

CHARLESTON BLVD

SHEPHERD RD

CANTON DR

V-101-83

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ITEM**Council Action****Department Action****X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
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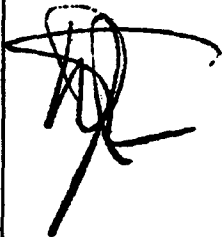
I. SET DATE FOR PUBLIC HEARING ON ANY ITEM
REQUIRING A PUBLIC HEARING THAT WAS ACTED
UPON BY THE CITY PLANNING COMMISSION AT ITS
NOVEMBER 10, 1983 MEETING.

VAC-17-83

12/7/83 Agenda

J. SET DATE ON ANY APPEALS FILED OR REQUIRED
PUBLIC HEARINGS FROM THE BOARD OF ZONING
ADJUSTMENT MEETING HELD OCTOBER 27, 1983.

NONE

APPROVED AGENDA ITEM

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XI. ADDENDUM ITEMS

NONE

NONE

APPROVED AGENDA ITEM

Ashley Han

0181

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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

NONE

MEETING ADJOURNED AT 3:02 P.M.

APPROVED AGENDA ITEM

Ashley Hall