

MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: March 7, 1984

TIME: 9:45 A.M.

INVOCATION: Reverend Dorothy Sogg
First Christian Church

PLEDGE OF ALLEGIANCE: Given

BOARD OF CITY COMMISSIONERS

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

CITY ATTORNEY

GEORGE F. OGILVIE

APPROVED BY REFERENCE

July 18, 1984

ATTEST:

Carol A. Hawley William A. Briare
CITY CLERK MAYOR

**THIS MEETING
CONTAINS SOME
PAGE(S) THAT ARE
ILLEGIBLE/POOR
QUALITY**

AGENDA*City of Las Vegas*

March 7, 1984

Page 1

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

ITEM	Council Action	Department Action
I. 9:45 A.M.	FULL COUNCIL PRESENT	
A. <u>COMMUNITY RELATIONS</u>	NONE	NONE
B. <u>SPECIAL EVENTS</u>	NONE	NONE
II. 10:00 A.M.		
10:07 A. <u>ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW</u>	ANNOUNCEMENT MADE	
10:08 B. <u>INVOCATION</u> Reverend Dorothy Sogg First Christian Church	INVOCATION GIVEN BY REVEREND SOGG.	
10:08 C. <u>PLEDGE OF ALLEGIANCE</u>	MAYOR LED AUDIENCE IN PLEDGE	

APPROVED AGENDA ITEM

mp Carr

AFFIDAVIT OF POSTING

0002

(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 2nd day of March, 1984, at the hour of 9:00 there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on 7th day March, 1984, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations: and addendum No.1

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

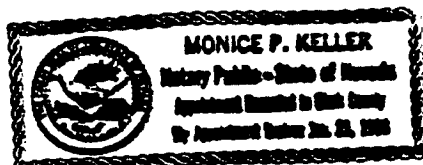
Clerk
 DEPARTMENT

Subscribed and sworn to before me this

2nd day of March, 1984

Monice P. Keller
 NOTARY PUBLIC in and for said County
 and State.

My Commission expires: 12/31/88



AFFIDAVIT OF MAILING

0003

(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
 COUNTY OF CLARK) ss

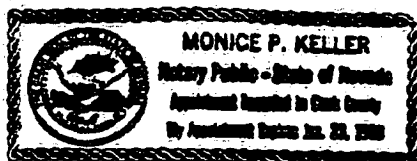
Loretta A. Had, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 2nd day of March, 1984, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 7th of March, 1984, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE). and Addendum No. 1.

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

Subscribed and sworn to before me this

2nd day of March, 1984

Monice P. Keller
 NOTARY PUBLIC in and for said County
 and State.
 My Commission expires: 1/25/88



AGENDA*City of Las Vegas*

March 7, 1984

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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		
<u>JERRY J. CAHILL, DIRECTOR</u>		
<u>*CONSENT AGENDA</u>		
All matters listed under Item A 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.		
10:08 *A. <u>GAMING -- Additional</u>		
1. EXBER, INC. El Cortez 600 Fremont Street 20 slots	Lurie - APPROVED Items 1 thru 10. Unanimous	Staff to proceed
2. GAUGHAN SOUTH, INC. Gold Spike Hotel & Casino 400 Ogden 9 slots		
3. HOTEL NEVADA CORPORATION Hotel Nevada & Casino 235 South Main 6 slots 1 Crap Table 1 "21" Table 1 Poker Table		

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

March 7, 1984

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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)*A. GAMING -- Additional
(cont'd)APPROVED
See Page 2

See Page 2

4. BINGO PALACE CASINO, INC.

Palace Station
2411 West Sahara
184 slots
6 "21" Tables
1 Crap Table
1 Keno5. INTERNATIONAL SPORTS
MANAGEMENT, INC.People's Choice
805 West Owens
1 Poker Table

6. SCOTT PLAZA, INC.

Union Plaza Hotel & Casino
#1 Main Street
50 slots
1 Panguingue

7. BOB STUPAK, INC.

Vegas World Hotel & Casino
2000 Las Vegas Boulevard South
1 Crap Table

APPROVED



AGENDA*City of Las Vegas*

March 7, 1984

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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)

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

APPROVED
See Page 2

See Page 2

8. CHEYENNE, INC.

Inn-Zone Cheyenne
3103 North Rancho
3 slots

9. CARDIVAN COMPANY

Texaco Food Stores
598 North Eastern
4 slots

10. UNITED COIN MACHINE COMPANY

Georgies
532 East Sahara
2 slots

Poe's Pizza
3435 North Rancho
1 slot

Roaring Twenty's
530 South Highland
3 slots

Stop 'N Go Market #532
2929 West Sahara
1 slot

Stop 'N Go Market #596
3001 Valley View
1 slot

AGENDA*City of Las Vegas*

March 7, 1984

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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)

10:09

B. LIQUOR -- New

1. *MARTIN BREES
dba
COFFEE PUB
2800 West Sahara, Suite 2-A

Beer/Wine On-Sale License

Martin Vincent Brees, 100%

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

Lurie -
APPROVED Items 1
AND 2, subject to
the provisions on
Item 1.
Unanimous

Staff to proceed

2. SONG PAEK
dba
KOREAN RESTAURANT
17 East Oakey Boulevard

Beer/Wine On-Sale License

Song Hwan Paek, 100%

APPROVED
See Above

Staff to proceed

10:09

C. LIQUOR -- New/Request for Preliminary Approval

1. *TERRIBLE HERBST, INC.
dba
TERRIBLE HERBST, INC.
333 South Main Street

Beer/Wine Off-Sale

Jerry E. Herbst, Pres, Dir,
Chief Exec Officer, 100%

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

Lurie -
APPROVED, subject
to the provisions.
Unanimous

Staff to proceed

APPROVED

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 24, 1984

TO: The City Council

FROM:

DON SAYLOR, DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- MARCH 7, 1984 CITY COUNCIL AGENDA
LIQUOR -- New/Request for Preliminary Approval

PURPOSE/BACKGROUND

Item, "C", 1.

Appearing on the Department of Business Activity agenda is a request for preliminary approval of a new beer/wine off-sale license for Terrible Herbst, Inc., dba Terrible Herbst, Inc., to be located at 333 South Main Street.

Las Vegas Municipal Code Section 6.06.050 states the following regarding preliminary approval:

- "(A) The Board of Commissioners may grant preliminary approval of an application for a license when such approval is requested by an applicant for any good and sufficient reason.
(B) The Board may impose requirements on any such preliminary approval, and the Department of Business Activity shall issue the license only after all requirements are satisfied.
(C) All such requirements must be satisfied and the license issued within six months after the date of the preliminary approval unless the Board specifies a shorter or longer period in its preliminary approval."

Attached is a copy of a letter dated February 23, 1984 from Jerry Herbst, President of Terrible Herbst, Inc., outlining this request. If the Board grants approval of this application, it is recommended that the following requirements be imposed:

1. Preliminary approval to be granted for a six-month period.
2. Licensee to obtain all necessary approvals from the Planning, Building and Fire Departments of the City, and Clark County Health Department.
3. Premises must comply with Liquor Ordinance "grocery store" definition; i.e., 1,200 square feet of floor space, \$30,000 merchandise inventory.


Jerry Cahill, Director
Department of Business Activity

Agenda Item

III "C" 1



"the best bad guy in the west"

February 23, 1984

Marjorie Heather
City of Las Vegas
Department of Business Activity
Post Office Box 1900
Las Vegas, Nevada 89125

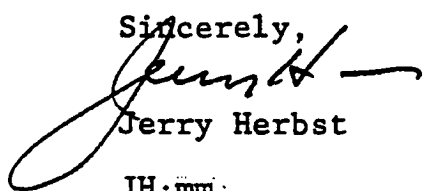
Dear Ms. Heather,

We would like TERRIBLE HERBST, INC. to be included on the March 7, 1984 agenda of the Las Vegas City Commissioners Meeting to request preliminary approval for a Beer/Wine Off-Sale License at 333 South Main Street.

We understand that for a Beer/Wine Off-Sale License to be issued we must abide by all requirements set forth in the preliminary approval within six months.

Thanking you in advance for your cooperation in this matter.

Sincerely,


Jerry Herbst

JH:mmm

AGENDA*City of Las Vegas*

March 7, 1984

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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)

0:10

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

1. From: Grand Central, Inc.
dba
Grand Central, Inc.
2120 South Decatur
- Maurice Warshaw, Chmn of
Board
Don Mackey, Pres
et al

TO: *BOCK & BOCK
dba
FOUR ACES EMPORIUM
124 South 1st Street

General Off-Sale License

Howard G. Bock, 50%
Caryl E. Bock, 50%

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

Lurie -
APPROVED, subject
to the provisions.
Unanimous

Staff to proceed
Jerry Cahill
appeared.

Atty. Jack Lehman
and Howard G. Bock
appeared and
represented the
application.

APPROVED AGENDA ITEM



AGENDA*City of Las Vegas*

March 7, 1984

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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)10:11 E. LIQUOR -- Approval of Manager

1. CIRCLE K CORPORATION

dba

CIRCLE K STORE #1302

4333 East Bonanza

Beer/Wine Off-Sale License

Manager:

Mary Annetta Rowe, Store

Manager

Lurie -
APPROVED
Unanimous

Staff to proceed

10:11 F. GAMING -- New

1. FLORO & FLORO

dba

PEACE PIPE COCKTAIL LOUNGE

2327 South Eastern

Restricted Gaming: 8 slots

Robert Stanley Floro, 50%

Ruth Mae Floro, 50%

Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED

206

3/7/84

AGENDA*City of Las Vegas*

March 7, 1984

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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)

0:11

- G.
- PRIVATE INVESTIGATOR LICENSE/
PROCESS SERVER -- Change of
Location

1. From: 726 South Casino Center

TO: EDDIE LARUE
dba
A.G.R. DETECTIVE SERVICE
1105 South 8th Street

Eddie LaRue, 100%

Lurie -
APPROVED
Unanimous

Staff to proceed

0:12

- H.
- SPECIAL EVENT LIQUOR LICENSE

1. ASSISTANCE LEAGUE OF LAS VEGAS

Location: 2600 Pinto Lane

Date: April 5, 1984

Responsible Licensee:
William Richardson
Pioneer ClubLurie -
APPROVED Items 1,
2 and 3 as recom-
mended.
Unanimous

Staff to proceed

2. BUDWEISER FAR WEST TOURNAMENT

Location: Lorenzi Park

Dates: March 30, 31,
April 6, 7, 13, 14,
and 28, 1984Responsible Licensee:
Robert Keck
Skinny Dugan's PubAPPROVED
See Above

Staff to proceed

AGENDA*City of Las Vegas*

March 7, 1984

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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)

H. SPECIAL EVENT LIQUOR LICENSE
(cont'd)

3. ST. ANNE'S SCHOOL

Location: 1813 South Maryland
Parkway

Date: March 18, 1984

Responsible Licensee:
Albert Steele
The Aristocrat

Lurie -
APPROVED Items 1,
2 and 3 as recom-
mended.
Unanimous

Staff to proceed

10:12

I. LIQUOR -- Request for Approval
of Nonoperational Status

1. SIDNEY DROBKIN

dba
SID'S
2300 Maryland Parkway

General On-Sale Restaurant
Limited License

Sidney Drobkin, 100%

(Nonoperational status for period
6/22/83 to 9/22/83 approved
6/15/83. Nonoperational status
for period 9/22/83 to 12/22/83
approved 9/21/83. Nonoperational
status for period 12/22/83 to
3/22/84 approved 12/21/83. Request
for approval of extension for last
three-month period: 3/22/84 to
6/22/84.*)

*Note: License must be activated
prior to midnight 6/21/84.

Lurie -
APPROVED Items 1
and 2.
Unanimous

Staff to proceed

Sidney Drobkin
was present.

AGENDA*City of Las Vegas*

March 7, 1984

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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)I. 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.
Nonoperational status for period
12/9/83 to 3/9/84 approved 11/16/83.
Request for approval of extension
for last three-month period:
3/9/84 to 6/9/84.*)

*Note: License must be activated
prior to midnight 6/8/84.

Lurie -
APPROVED Items 1
and 2.
Unanimous

Staff to proceed
Rollow D. Kimball
was present.

10:12 J. APPEAL ON CONDITIONS PLACED ON
EQUIPMENT RENTAL LICENSE

1. NEVADA INDUSTRIES, INC.

dba

ABC RENTALS

5367 Jay Avenue

F.C. Carter, President

Levy -
Appeal DENIED.
Unanimous

Staff to proceed
F. C. Carter
appeared.

(Note: Verbatim
transcript made
part of Final
Minutes.)

APPEAL ON EQUIPMENT RENTAL LICENSE

City of Las Vegas

AGENDA DOCUMENTATION

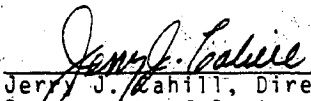
Date: February 24, 1984TO:
The City CouncilFROM:
DON SAYLOR, DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- MARCH 7, 1984 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational StatusPURPOSE/BACKGROUND

Item, "I", 1 & 2.

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

1. Sidney Drobkin, dba Sid's.
2. Rollow Kimball, dba Sportsman's Time Out.

Copies of letters requesting extensions are attached.


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

Item "I" 1 & 2

SIDNEY DROBKIN
549 East Oakey
Las Vegas, Nevada 89104

FEBRUARY 13 1984

JERRY J. CAHILL, Director
Dept. Business Activities
400 E. Stewart
Las Vegas, Nevada 89104

Dear Mr. Cahill:

Please be advised that Sid's Restaurant is still closed.

I am still searching for a new location for my liquor license.

I would appreciate my license remaining in the non-operating status until further notice.

Very Truly

Sidney Drobkin
Sidney Drobkin

February 24, 1984

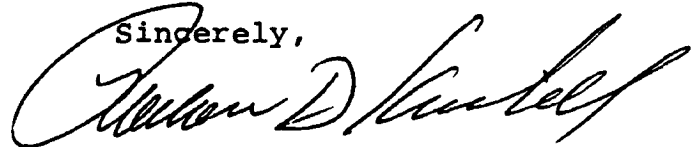
Honorable Mayor and City Councilmen
c/o Jerry Cahill
Department of Business Activity
400 East Stewart Avenue
Las Vegas, Nevada

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

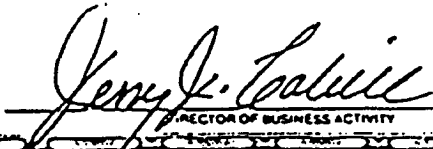
Gentlemen:

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 have entered into a purchase agreement and I request the additional time for the new owner to be investigated and approved.

Sincerely,

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

Rollow D. Kimball

		CITY OF LAS VEGAS NEVADA	
		BUSINESS LICENSE	
ISSUED TO		In accordance with provisions of the Code of the City of Las Vegas, Nevada, 1960, as amended, license is hereby granted to operate the business described hereon at the address below:	
		POST IN A CONSPICUOUS PLACE EQUIPMENT RENTAL ONLY	
ABC RENTAL PO BOX 26026 LAS VEGAS NV 89126 5367 JAY AVENUE		NO RENTING OF SPACE FOR INDOOR OR OUTDOOR PARTIES	
LICENCE NUMBER		 DIRECTOR OF BUSINESS ACTIVITY	
E02 270 3 01759			
DATE ISSUED		MO DAY YR - 01 31 84	

Post Office Box 26026
Las Vegas, Nevada 89126
February 7, 1984

RECEIVED
FEB 10 1984
JERRY J. CAHILL
Department of Business License
400 E. Stewart Avenue
Las Vegas, Nevada 89101

Re: License No. E02-270-
3-01759 ABC Rental

Dear Mr. Cahill:

I am in receipt of your business License No. E02-270-3-01759 issued to me doing business as ABC Rental on January 31, 1984. Thereon it is stated that this business license is for "equipment rental only" and that "no renting of space for indoor or outdoor parties" will be permitted.

As you are well aware, I met with you and George Ogilvie, City attorney, on this specific matter. I informed you then, and am informing you now, that the restrictions placed on the business license are unacceptable. It was, and is, my intention to rent space at that location for indoor parties to which ABC Rentals will also provide catering services.

Please be advised that Nevada Industries Inc. DBA ABC Rental did not apply for a new license. Application was submitted for a change of location and a DBA. Under the new license that I received you rescinded my general sales and service license. Please be advised that you did this without any prior notice.

This is formal notice that I wish you to reconsider the restrictions placed on the license and/or immediately appeal the placement of said restrictions to the next highest authority. If the next highest authority is the City Commission, please accept this letter as a formal appeal of the restrictions on my license and please place this matter on the next regularly scheduled City Commission agenda so I might present my case to that authority.

If, on the other hand, there is no right of appeal to the City Commission, please inform me thereof so that I may proceed with other remedies available to me.

Very truly yours,



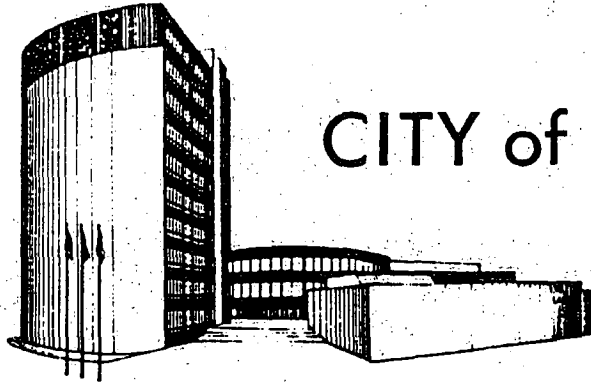
F. C. CARTER, President
Nevada Industries Inc.

February 8, 1984

This letter is acknowledged.

cc: Jan Stewart, 2-16-84

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



CITY of LAS VEGAS

February 24, 1984

HAND DELIVER

Nevada Industries, Inc.
dba ABC Rental
P.O. Box 26026
Las Vegas, Nevada 89126

Attention: F.C. Carter, President

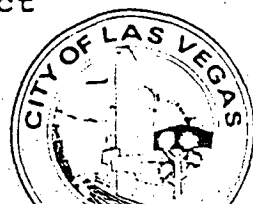
Re: Business License No. E02-270-3-01759

Gentlemen:

This is in response to your letter of February 7, 1984, concerning your application for a change of name and change of location with respect to the above-referenced business license from Nevada Industries, Inc., 2362 Lexington Avenue, Las Vegas, Nevada, to ABC Rental, 5367 Jay Avenue (mailing address -- Post Office Box 26026), Las Vegas, Nevada. In response to that application, this office reissued the business license for equipment rental only which reflects the new name, location and mailing address, and, in addition thereto, contains a condition which prohibits the renting of space for indoor or outdoor parties. You request by your letter that you wish to appeal this condition.

Please be advised that your appeal of the condition which prohibits you from renting of space for indoor or outdoor parties has been placed on the agenda for the meeting of the City Council which will be held on Wednesday, March 7, 1984, commencing at the hour of ten o'clock a.m. I suggest that you plan to be in the City Council Chambers at the City Hall Complex promptly at ten a.m. and wait until your matter is called.

With respect to your complaint that your license was changed from the miscellaneous sales category to the equipment rental category, you are advised that your original business license application, when it was filed in April of 1979, described the type of business which you intended to conduct as "sales, service and repair of conveyor belts, " which



Nevada Industries, Inc.
dba ABC Rental
February 24, 1984
Page 2

appropriately fell in the miscellaneous sales category. However, the application which you filed in connection with your recent request for the change of name and change of location clearly indicates that the type of business which you intend to conduct under the new name and at the new location is equipment rental. Accordingly, the change of your license from the miscellaneous sales category to the equipment rental category was merely a change of classification to reflect the new type of business, from which there is no appeal provided in the Las Vegas Municipal Code.

Should you have any further questions, please do not hesitate to contact me.

Very truly yours,


Jerry D. Cahill, Director
Department of Business Activity

JJC:vh

City of Las Vegas

0023

AGENDA DOCUMENTATION

Date: February 24, 198

TO:
The City CouncilFROM:
DON SAYLOR, DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- MARCH 7, 1984 CITY COUNCIL AGENDA
APPEAL ON CONDITIONS PLACED ON EQUIPMENT RENTAL LICENSEPURPOSE/BACKGROUND

Item, "J", 1.

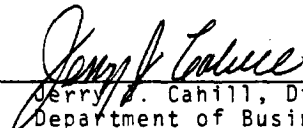
Appearing on the Department of Business Activity agenda is an appeal on the conditions placed on a general business "equipment rental" license for Nevada Industries, Inc., dba ABC Rentals, 5367 Jay Avenue.

The condition under appeal placed on the business license by the Department of Business Activity at the time of issuance of the license stated "no renting of space for indoor or outdoor parties." In his letter of request for appeal of this condition, Mr. F. C. Carter, President of Nevada Industries, Inc., states that "it was, and is, his intention to rent space at that location for indoor parties to which ABC Rentals will also provide catering services."

It is the department's contention that the application submitted clearly reflected the type of business to be conducted would be equipment rental only; that the necessary inspections and review by various departments were made and approved in view of that type business activity; and that the license was issued and conditioned solely on the written description of the business as submitted by the applicant.

Attached for review are copies of the following:

- 1) License application dated 12/12/83 and supplemental license application dated 1/18/84
- 2) Copy of business license No. E02-270-3-01759 issued to ABC Rental on 1/31/84
- 3) Letter dated February 7, 1984, from F. C. Carter, President, Nevada Industries, Inc., requesting appeal of conditions placed on license
- 4) Letter dated February 24, 1984, from Jerry J. Cahill responding to Mr. Carter's request and advising of appeal before City Council.


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III. "J" 1



CITY OF LAS VEGAS
DEPARTMENT OF BUSINESS ACTIVITY
P.O. Box 1900 - 400 E. Stewart
Las Vegas, Nevada 89125

0024

BUSINESS LICENSE APPLICATION

All questions must be answered. Application must be completed in ink or typed.

Business Name: <u>NEVADA INDUSTRIES INC</u>		License No.: <u>MOG 511401759</u>
Business Address: <u>5367 JAY AVENUE</u> <u>2362 LEXINGTON L.V. NV</u>	Zip:	License No.:
Mailing Address: <u>P.O. Box 26026</u> <u>L.V. NV 89126-0026</u>	Zip:	License No.:
Parent Business Name:		Business Phone: <u>381 2644</u>
Est. Date License To Begin: <u>3/1/84</u>		

Type of Business:

RENTALS

Purpose of Application: (Check Appropriate Block)

New Business ☐Change In Name ☐

Former Name: _____

Change In Ownership ☐

Former Owner: _____

Change In Location ☒Former Location: 2362 LEXINGTON L.V.

Change In Corporate Officer(s):

Added ☐Deleted ☐All New ☐

Brief Description Of Business To Be Conducted:

TO INCLUDE RENTALS, LIFT TRUCK SERVICE, CONVERT, PARTY/RENTALS
TENTS, TABLES, CHAIRS, HAND TOOLS, RENTALS, DIL NEW
MERCHANDISE - SMALL TOOL RENTAL, NO TRAILERS OR VEHICLES. ALL MATERIALS

Coin-Operated Machines:

Amusement ☐No. ☒Juke Box ☐No. ☒Cigarette ☐No. ☒

Location Of Machines: _____

Date Placed In Service: _____

Door-To-Door Soliciting:

Yes ☐No ☒

All New Merchandise:

Yes ☒No ☐

Nevada State License(s) No.:

Health Permit No.:

State Sales Tax Permit No.:

0-171296

Applied For: _____

Other Current Business Licenses:

NONE

Brief Description Of Business Address Where Business Is To Be Conducted:

SALES, SERVICE, RENTALSOLD HOUSE ON 1/4 ACRE LOT PARKING STORAGE + OFFICE

Storage Required:

Yes ☐No ☒

If yes, where: _____

Ownership Is: (Check One)

Sole Proprietor ☐Partnership ☐Corporation ☒Association ☐

Name:

F.C. CARTER

Title:

ARR STIDENT

Residence:

4225 GARDEN PLACE

Phone No.:

381 2644

Social Security:

530-20-4025

Date Of Birth:

1-14-37

Name:

Title:

Residence:

Phone No.:

Social Security:

Date Of Birth:

Name:

Title:

Residence:

Phone No.:

Social Security:

Date Of Birth:

Corporate Resident Agent/Local Mgr.:

F.C. CARTER

Business Address:

P.O. Box 26026 LAS VEGAS, NEV

Business Phone:

381 2644

Has owner(s) been arrested: (except minor traffic violations)

Yes ☐No ☒

If yes, list arrest(s):

Name:

Date:

Charge:

TRAFFIC
F.T.A VIOLATION

Location:

GOLDFIELD, NEV

Disposition:

NONE

DO NOT WRITE IN THIS BOX

Bond: Type: _____	Amount: _____	Attached: _____	Pending: _____
Insurance: Amount: _____	Policy Attached: _____	Pending: _____	
Insured By: _____	Expiration Date: _____		
Vehicle No.: _____	Date Sticker Issued: _____	Police I.D. No.: _____	
Letter Of Authorization On Premises: Attached: _____	Pending: _____		
Other: _____			
General Receipt No.: <u>47938</u>	Date: <u>12-12-83</u>	Amt: <u>20.00</u>	Paid To: <u>COL</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Date Logged: <u>12-12-83</u>	Semiannual Rate: _____		
If Change Of Ownership/Location: License Fees Paid To: <u>4-1-84</u>	Owing: _____		
Room Taxes Paid To: _____	Owing: _____		
Sewer Cycle No.: _____	Amount: _____	Paid To: _____	Owing: _____
Referral To LVMPD: Date: _____	Plate Card: _____	License: _____	
Seating Capacity: Number Of Seats: _____			
City Council Approval Date: _____			

APPROVALS:	TENTATIVE		
Planning	Date _____ By _____	Date <u>12/14/83</u> By <u>[Signature]</u>	<u>C2</u> FINAL
Fire	Date _____ By _____	Date <u>12/19/83</u> By <u>[Signature]</u>	
License	Date _____ By _____	Date _____ By _____	

Additional Comments Or Information:

* WILL BE KEPT WITHIN AN ENCLOSED BUILDING & CONFORM TO
 ATTACHED LEGAL OPINION PER F.C. CARTER 12/14/83 10:15 AM. JK
6 AM - 2:30 PM for inspection time
please call first before inspection

file verified JK

The filing of an application does not authorize the applicant to conduct any business for which a license is required, and any carrying on of such business before a license is issued may be grounds for denial of a license.

CERTIFICATION

I, the undersigned, have answered all questions in this application and to the best of my knowledge, all answers are true and correct. I further understand that disclosure of any false, misleading, or incorrect answers could result in denial of the license.

Received By:

J.C. Carter
 Signature Of Applicant

PRO-AION+12/12/83
 Title Date

J. Kraft
 Department Of Business Activity

12-12-83
 Date

RECEIVED
 BUSINESS ACTIVITY
 DEC 12 11 AM '83

CITY OF LAS VEGAS
DEPARTMENT OF BUSINESS ACTIVITY
P.O. Box 1900 — 400 E. Stewart
Las Vegas, Nevada 89125

SUPPLEMENTARY
BUSINESS LICENSE APPLICATION

RECEIVED
BUC
MAY 15 3 12 PM '84

All questions must be answered. Application must be completed in ink or typed.

Purpose of Application: [Check Appropriate Block(s)]

New Business ☐

Change In Name ☒

Change In Ownership ☐

Change In Location ☐

Change In Corporate Officer(s):

Former Name: NEVADA INDUSTRIES INC.

Former Owner: _____

Former Location: 2362 LEXINGTON

Added ☐

Deleted ☐

License No.:

E02-270-3-01759

License No.:

License No.:

All New ☐

Business Name (DBA):

ABC RENTAL

Business Address:

5367 JAY AVENUE LAS VEGAS, NEVADA 89130

Zip:

Mailing Address:

P.O. BOX 26026 89126-0026

Zip:

Business Phone:

3812644

Parent Business Name:

NEVADA INDUSTRIES INC.

Est. Date License To Begin:

IN BUSINESS NOW

Type of Business:

RENTALS

Brief Description Of How Business Is To Be Conducted:

TO INCLUDE RENTALS, SERVICE, CONVBELT, PARTY RENTAL EQUIPMENT, TENTS, TABLES, CHAIRS, HANDTOOLS SMALL TOOL RENTAL, NO TRAILERS OR CAMPER, PERSONALIZED PARTY PLANNING SERVICE

Door-To-Door Soliciting:

Yes ☐

No ☒

All New Merchandise:

Yes ☒

No ☐

Description Of Above Business Address:

OLD HOUSE ON 1 1/4 lot I WILL NOT RUN AOR OPERATING AN ILLEGAL SEXUALLY ORIENTED BUSINESS. (PC)

Storage Required:

Yes ☐

No ☒

If yes, where: _____

Nevada State License(s) No.:

0-171296

Health Permit No.:

State Sales Tax Permit No.:

Applied For: _____

Other Current Business License: none

Ownership Is: (Check One)

Sole Proprietor ☐

Partnership ☐

Corporation ☒

Association ☐

Name:

F.C. CARTER

Title:

PRESIDENT

Residence:

4225 GARDEN PLACE LAS VEGAS, NEVADA

Phone No.:

3812644

Social Security:

530-20-4035

Date Of Birth:

1/14/37

Name:

Title:

Residence:

Phone No.:

Social Security:

Date Of Birth:

Name:

Title:

Residence:

Phone No.:

Social Security:

Date Of Birth:

Corporate Resident Agent/Local Mgr.:

F.C. CARTER

Business Address:

P.O. BOX 26026 LAS VEGAS, NV 89126-0026

Business Phone:

3812644

Has owner(s) been arrested: (except minor traffic violations)

Yes ☒

No ☐

If yes, list arrest(s):

Name:

FELTON C. CARTER

Date:

1979

Charge:

TRAFFIC F.T.A. violation

Location:

GOLDFILDF, NV

Disposition:

NONE

COMPLETE IF APPLICABLE:

Coin-Operated Machines:

Amusement ☐

Juke Box ☐

Cigarette ☐

Location Of Machines:

Date Placed In Service:

DO NOT WRITE IN THIS BOX

Bond: Type: _____	Amount: _____	Attached: _____	Pending: _____
Insurance: Amount: _____	Policy Attached: _____	Pending: _____	
Insured By: _____	Expiration Date: _____		
Vehicle No.: _____	Date Sticker Issued: _____	Police I.D. No.: _____	
Letter Of Authorization On Premises: Attached: _____	Pending: _____		
Other: _____			
General Receipt No.: _____	Date: _____	Amt: _____	Paid To: _____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Date Logged: <u>2-23-84 pm log 11/2</u>	Semiannual Rate: _____		
If Change Of Ownership/Location: License Fees Paid To: _____	Owing: _____		
Room Taxes Paid To: _____	Owing: _____		
Sewer Cycle No.: _____	Amount: _____	Paid To: _____	Owing: _____
Referral To LVMPD: Date: _____	Plate Card: <u>2/23/84</u>	License: <u>pp</u>	
Seating Capacity: Number Of Seats: _____			
City Council Approval Date: _____			

APPROVALS:	TENTATIVE	FINAL
Planning	Date _____ By _____	<u>See application</u>
Fire	Date _____ By _____	<u>Dated 12/12/83</u>
License	Date _____ By _____	<u>1/3/84</u> <u>Jon Ludwig</u>

Additional Comments Or Information:

The filing of an application does not authorize the applicant to conduct any business for which a license is required, and any carrying on of such business before a license is issued may be grounds for denial of a license.

CERTIFICATION

I, the undersigned, have answered all questions in this application and to the best of my knowledge, all answers are true and correct. I further understand that disclosure of any false, misleading, or incorrect answers could result in denial of the license.

Received By:

Signature Of Applicant

Title

Date

Department Of Business Activity

Date

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984

III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM J. APPEAL ON CONDITIONS PLACED ON EQUIPMENT RENTAL LICENSE

1. NEVADA INDUSTRIES, INC. dba ABC RENTALS

PAGE 1

MAYOR BRIARE: The next is an appeal on conditions that were placed on equipment rental license for ABC Rentals. F. C. Carter is the president. Is Mr. Carter present? Good morning, Mr. Carter,

F. C. CARTER: Good morning, Mayor.

MAYOR BRIARE: Would you use the microphone.

F. C. CARTER: Yes.

MAYOR BRIARE: We have material -- backup material here that describes what your problems were that you -- whether you knew it or not, you agreed to certain things. Now you don't like those things that you --

F. C. CARTER: That's not true, Your Honor.

MAYOR BRIARE: I said, "Whether you knew it or not." Did you you not know it?

F. C. CARTER: I never agreed to --

MAYOR BRIARE: Okay. Would you like to make a statement?

F. C. CARTER: Yes. I checked with other rental places in town, United Rent-All and Ahern, and there's no restriction on their license. I'm in a C-2 Zone, which is commercial zone, there's no use permit or anything required in that section and there's no other license that I can find has a restriction on it. If I'm restricted on that, I'd like to know what else I'm restricted on. There's no other license that I've seen -- anyone, a hotel, there's no license restriction on them. If it's --

COUNCILMAN LEVY: What kind of rental -- do you want a rental business, is that correct?

F. C. CARTER: Right. I have a rental business.

COUNCILMAN LEVY: A rental business. You rent equipment?

F. C. CARTER: I rent equipment.

COUNCILMAN LEVY: Tables and chairs?

F. C. CARTER: Tables and chairs. I want to rent space. I have --

COUNCILMAN LEVY: You're entitled to do that, sir. Rent tables and chairs and equipment.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984

III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM J. APPEAL ON CONDITIONS PLACED ON EQUIPMENT RENTAL LICENSE

1. NEVADA INDUSTRIES, INC. dba ABC RENTALS

PAGE 2

F. C. CARTER: Right.

COUNCILMAN LEVY: That's exactly what United Rent-All does.

F. C. CARTER: Right, but I also want to rent space. That is the problem. They said, I can't rent space.

MAYOR BRIARE: For catering parties.

COUNCILMAN LEVY: That's not rental. That's not the same thing you requested.

F. C. CARTER: Yes, it is was on the change of the application on the change of location. The only thing I applied for was a change of location and a change of name for dba and I had a meeting with Mr. Ogilvie, Mr. Cahill, and I explained to them at that time what I wanted to do --

COUNCILMAN LEVY: We know what you want to do, sir.

COUNCILMAN CHRISTENSEN: Did you rent space the last place that you were changing the location from?

F. C. CARTER: No, sir, I did not.

COUNCILMAN CHRISTENSEN: Then, it was not just a simple change of location, because you quoted several places that don't have this restriction, but none of them rent space and you didn't rent space when you -- at your old location. All of a sudden now you feel you want to rent space. That's a different kind of a thing.

F. C. CARTER: Also, the sales and service, they took that away. I had a general sales license. They took away the sales and service with no hearing or any prior notice or what have you. I got space in there approved by the Fire Department for 136 people and if I want to have a political rally or anything like that, according to the restrictions I can't. I don't want to do anything illegal.

MAYOR BRIARE: Mr. Cahill, would you like to make a comment to us?

JERRY CAHILL: Yes. When Mr. --

COUNCILMAN LEVY: Carter.

JERRY CAHILL:

Carter came in and applied for a change of location, he was originally classified, oh, I think in 1979 in a miscellaneous category for the sales and service of conveyor belts. When he came in and applied for the change of location, he indicated to us at that time and I think your backup information will show you that he's requiring a -- or requesting that he simply be a rental-type business. He can still do his conveyor belt sales and service. He just merely reports the sales and the revenue from that under this equipment rental license and it's listed on the application, but there's nothing on the application that states he's going to have indoor and outdoor parties. This was determined when we spoke with George Ogilvie and it was at that point in time that Mr. Ogilvie and I mutually agreed that there may be problems as far as Planning is concerned, as far as the Fire Department is concerned, so we conditioned the license and said, "There will be no indoor/outdoor parties activity permitted."

F. C. CARTER:

Well, I have approval from the Fire Department for 136 people in there so I don't see why I couldn't have 136 people inside the building. I have a big parking lot there all paved. Sort of like Jerry Berry's place. I know most of you gentlemen have been there and that's the same type of operation. There's nothing else.

JERRY CAHILL:

I have to question that because when the application was routed out, the Fire Department would not inspect the building unless they knew that they were going to have parties out there. So when the application was routed out, it was for equipment rental only.

COUNCILMAN LURIE:

Do you own the property?

F. C. CARTER:

No, sir, I have it leased.

COUNCILMAN LURIE:

Who owns the prop -- who's the owner of the property?

F. C. CARTER:

It's a question about who owns it. There's a -- I have a lease with a young lady by the name of Diane, I forget her last name, Casado or --

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984

III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM J. APPEAL ON CONDITIONS PLACED ON EQUIPMENT RENTAL LICENSE

1. NEVADA INDUSTRIES, INC. dba ABC RENTALS

PAGE 4

- COUNCILMAN LURIE: You mean you have a business that you want to go into and you don't even know who you lease the premises from?
- F. C. CARTER: I lease the property from Diane Casado. I gave them a copy of the lease, a copy of the assignment of lease. Furnished every paper that they requested.
- JERRY CAHILL: We have an assignment and it was assigned from Diane Casado to Mr. Terry Gordon.
- CITY ATTORNEY
GEORGE OGILVIE: If I may add something to this with respect to the restriction that Mr. Carter cannot lease space for outdoor parties. At the time Mr. Carter was in my office discussing the matter with Mr. Cahill and myself, I called the Planning Department and asked if the C-2 Zoning would permit him to conduct outdoor parties at that location and was advised by Mr. Foster after consultation with Mr. Clemmer that C-2 would permit that activity if he were issued a use permit for that activity. A separate special use permit would be required to conduct outdoor parties at that location. Mr. Carter at that time said, "Well, I don't have much chance at getting a use permit so I'm going to go ahead and do what I want out there," and for that reason Mr. Cahill and I thought it would be advisable to condition his license to prohibit that.
- F. C. CARTER: Mr. Ogilvie, if you'll remember when we discussed it, I said, "I'll have the parties inside," and you said, "No," and I said, "Well, I'll have them outside then." You said no to that and I said, "Can I rent space out to an attorney?" and you said, no to that. So, I have space there. I want to rent the space for parties or whatever.
- COUNCILMAN LEVY: Make application -- the proper application is what, I think, our City Attorney is indicating to you, sir.
- COUNCILMAN LURIE: He's telling you to apply for a use permit.
- COUNCILMAN LEVY: That's right.
- MAYOR BRIARE: There have been conditions placed on the equipment rental license. What does the Council wish to do with respect to Mr. Carter's appeal?

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984

III. DEPARTMENT OF BUSINESS ACTIVITY

ITEM J. APPEAL ON CONDITIONS PLACED ON EQUIPMENT RENTAL LICENSE

1. NEVADA INDUSTRIES, INC. dba ABC RENTALS

PAGE 5

COUNCILMAN LEVY:

I'll make a motion to deny the appeal.

MAYOR BRIARE:

Other comments by the Council? Cast your votes. Post. The motion's approved and Mr. Carter, your appeal has been denied. (The motion carried unanimously)

END OF EXCERPT

AGENDA*City of Las Vegas*

March 7, 1984

Page 11

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

0:17

ABEYANCE ITEM -- Tabled 10/19/83K. LIQUOR -- Change from Sole
Proprietorship to Co-Ownership

1. From: Hsiao-Chin Joseph, 100%

TO: JOSEPH & JOSEPH
dba
STELLA'S DELI
707 East Carson Avenue

Beer/Wine Off-Sale

Hsiao-Chin Joseph, Co-
owner

Philip Joseph, Co-owner

Lurie -
APPROVED
Unanimous

Staff to proceed

Jerry Cahill
appeared

ABEYANCE ITEM

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 24, 198TO:
The City CouncilFROM:
DON SAYLOR, DEPUTY CITY MANAGER

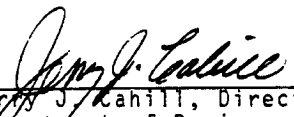
SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- MARCH 7, 1984 CITY COUNCIL AGENDA
ABEYANCE ITEM -- Liquor - Change from Sole Proprietorship to
Co-ownership

PURPOSE/BACKGROUND

Item, "K", 1.

The abeyance item appearing on the Department of Business Activity agenda is a request for change from sole proprietorship to co-ownership on the beer/wine off-sale license held at Stella's Deli, 707 East Carson.

The application previously appeared on the October 19, 1983 agenda, but was held in abeyance due to information received by the Las Vegas Metropolitan Police Department that a citation was issued to Philip Joseph on October 8, 1983 for "furnishing liquor to a minor". Mr. Joseph appeared in Municipal Court on January 24, 1984 and was found not guilty.


Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III "K" 1

AGENDA*City of Las Vegas*

March 7, 1984

Page 12

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

ITEM		Council Action	Department Action
	IV(a). ADMINISTRATIVE AGENDA ASHLEY HALL, CITY MANAGER		
0:19	A. DISCUSSION AND POSSIBLE ACTION ON THE REQUEST OF BRUCE LEVIN TO PURCHASE CITY PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF WESTERN STREET AND OAKLEY BOULEVARD.	Lurie - Referred to Real Estate Committee. Unanimous	3/19/84 Agenda Recommending Committee Meeting. 3/21/84 City Council Meeting.
0:21	B. RESOLUTION ENDORSING THE CONCEPT OF PHASE II, DESIGN/DEVELOPMENT OF A SUPER-SPEED GROUND TRANSPORTATION SYSTEM BETWEEN LAS VEGAS, NEVADA AND SOUTHERN CALIFORNIA AND CREATION OF A BI-STATE MAGLEV ADVISORY GROUP.	ABEYANCE	3/21/84 Agenda Mike Daly, Director, Super-Speed Train project, appeared.
0:37 0:42	C. DISCUSSION AND POSSIBLE ACTION ON THE DOWNTOWN ENHANCEMENT PLAN.	Lurie - APPROVED as recommended by City Manager. Unanimous NOTE: A verbatim transcript made a part of the final minutes.	Staff to proceed Tom Graham, Architectural Services, appeared.
0:45 to 0:50	D. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION CONCERNING A 911 EMERGENCY TELEPHONE SYSTEM.	Nolen - Resolution ADOPTED as recommended. Unanimous NOTE: A public referendum is recommended. A verbatim transcript made a part of the final minutes. Councilman Levy requested City Manager to place on the agenda the possibility of leasing the Ogden Street parking garage.	Staff to proceed

City of Las Vegas

0036

AGENDA DOCUMENTATION

Date: March 7, 1984TO:
The City CouncilFROM:
Ashley Hall
City ManagerSUBJECT: RESOLUTION ENDORSING THE CONCEPT OF PHASE II, DESIGN/DEVELOPMENT OF A SUPER-SPEED GROUND TRANSPORTATION SYSTEM BETWEEN LAS VEGAS, NEVADA AND SOUTHERN CALIFORNIA AND CREATION OF BI-STATE MAGLEV ADVISORY GROUPPURPOSE/BACKGROUND

This resolution supports and authorizes the various work efforts which will be performed in Phase II, Design/Development of the Super-Speed Ground Transportation System between Las Vegas, Nevada and Southern California. Those work efforts are: Ridership Verification, Financial Planning, Legal Research and Counsel, Environmental Impact, Maglev Technology Assessment, and Socio-Economic Impact Analysis.

This resolution also authorizes the creation of a Bi-State Maglev Advisory Group which will consist of representatives from both Nevada and California. This group will review, advise, and make recommendations to the Las Vegas City Council on the development and conduct of the work efforts for this project.

FISCAL IMPACT

NONE

RECOMMENDATIONS

The City Manager recommends adoption of the proposed Resolution.

Agenda Item

IV(a) B.

1 RESOLUTION ENDORSING THE CONCEPT OF PHASE II, DESIGN/DEVELOPMENT
2 OF A SUPER-SPEED GROUND TRANSPORTATION SYSTEM BETWEEN LAS VEGAS,
3 NEVADA AND SOUTHERN CALIFORNIA AND CREATION OF BI-STATE MAGLEV
4 ADVISORY GROUP

5 WHEREAS, the City of Las Vegas was granted \$1.25 million to conduct
6 further studies on the Las Vegas/Southern California super-speed ground
7 transportation system; and

8 WHEREAS, this grant award will be spent on the following: Ridership
9 Verification, Financial Planning, Legal Research and Counsel, Environmental
10 Impact, Maglev Technology Assessment, Socio-Economic Impact Analysis and
11 Project Administration; and

12 WHEREAS, the City of Las Vegas supports these work efforts to determine
13 if such a system is an acceptable, alternate means of transportation between
14 Las Vegas and Southern California,

15 NOW, THEREFORE, BE IT RESOLVED by the City Council, at a regular meeting
16 thereof, held on March 7, 1984, that

- 17 1. The City of Las Vegas hereby supports and authorizes studies on
18 the Ridership Verification, Financial Planning, Legal Research
19 and Counsel, Environmental Impact, Maglev Technology Assessment,
20 and Socio-Economic Impact Analysis,
- 21 2. That a Bi-State Maglev Advisory Group is hereby created consisting
22 of one person from the following entities:
23 (i) The City Council of the City of Las Vegas; (ii) The Board
24 of County Commissioners of the County of Clark; (iii) A Builder/
25 Developer; (iv) A leading financial institution; (v) the public
26 at large; (vi) The Director of the Super-Speed Train Development
27 Department for the City of Las Vegas be appointed as an ex-officio
28 member of the Bi-State Maglev Advisory Group.
- 29 3. That the Bi-State Maglev Advisory Group shall review, advise, and
30 make recommendations to said City Council on the development
31 and conduct of the work efforts for this project.
32

- 1 4. That the City of Las Vegas agrees to accept the appointments of
2 California individuals to the Bi-State Maglev Advisory Group as
3 selected by the San Bernardino Associated Governments.
4

5
6 PASSED, APPROVED, AND ADOPTED this _____ day of March, 1984.
7

8
9 APPROVED:
10

11 _____
12 WILLIAM H. BRIARE, MAYOR
13

14 ATTEST:
15

16 _____
17 Carol Ann Hawley, City Clerk
18
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32

BI-STATE MAGLEV ADVISORY GROUP

The Bi-State Maglev Advisory Group will consist of representatives from both Nevada and California. This group will review, advise, and make recommendations to the Las Vegas City Council on the development and conduct of the work efforts for Phase II, Design/Development, of the super speed train project.

The specific duties of this group will include the following:

- Review, analyze and advise on the progress of all work efforts as assigned to contractors.

- Receive quarterly reports at scheduled meetings regarding the progress of all related work efforts from the contractors.

- Recommend strategies and procedures for necessary legislative and executive government actions at all governmental levels.

- Review scopes of work for study efforts and determine contractor compliance to guidelines.

- Work with City of Las Vegas Department of Super Speed Train Development staff regarding super speed train activities and actions.

- Report areas of constituent's concern.

A Chairman and Vice-Chairman shall be elected by Group members. The Chairman shall preside at all meetings and in the absence of the Chairman, the Vice-Chairman shall preside. The Chairman shall have general supervision over the business of the Group.

No member of the Bi-State Maglev Advisory Group shall receive a salary. Each member of the Group shall pay any expenses incurred in attending meetings or incurred in the performance of his duties as a member of the Bi-State Maglev Advisory Group.

The Bi-State Maglev Advisory Group shall meet quarterly and alternate the location of meetings between Nevada and California. The group shall abide by the open meeting laws of the jurisdiction in which the meeting is held.

Special meetings of the Bi-State Maglev Advisory Group may be called by the Chairman of the Group.

At which point the task or service performed by this Group is no longer needed, and the group is disassembled, all material, data, books, accounts, records, and documents of this Group shall be given to the authority designated responsible for the Super-Speed Train Development, Las Vegas/Southern California corridor.

BI-STATE MAGLEV ADVISORY GROUPMEMBERS FROM NEVADA

Mayor William Briare
City of Las Vegas
400 E. Stewart
Las Vegas, Nevada 89101

Mr. Jack Libby
Young American Homes
913 E. Charleston Blvd.
Las Vegas, Nevada 89102

Mr. Dick Etter
Chairman of the Board
Valley Bank of Nevada
300 S. 4th Street
P.O. Box 15427
Las Vegas, Nevada 89114

Commissioner Manuel Cortez
County of Clark
Clark County Bridger Building
225 Bridger Ave., 5th Floor
Las Vegas, Nevada 89155

MEMBERS FROM CALIFORNIA

Supervisor Robert Townsend
County of San Bernardino
Board of Supervisors
175 West Fifth Street, 2nd Floor
San Bernardino, California 92415

Supervisor John Joyner
County of San Bernardino
Board of Supervisors
175 West Fifth Street, 2nd Floor
San Bernardino, California 92415

Mayor Robert Ellingwood
City of Ontario
303 East "B" Street
Ontario, California 91764

Councilwoman Peggy Sartor
City of Victorville
14657 Rodeo Drive
Victorville, California 92392

Martin A. Matich
President, Matich Corporation
Post Office Box 50000
San Bernardino, California 92412

Ex-Officio Member

Michael Daly, Director
Super Speed Train Development Department
City of Las Vegas
400 E. Stewart
Las Vegas, Nevada 89101

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 7, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE DOWNTOWN ENHANCEMENT PLAN

PURPOSE/BACKGROUND

The Downtown Enhancement Program will prepare a Master Development Plan in three concurrent and interrelated phases.

Phase 1 is a Multi-Modal Action Plan for a Downtown Transportation Center and improvements in transit systems. An interdepartmental Task Force was organized in January, 1984 and has already begun preparation on all three of the major Phase 1 projects. The Downtown Transportation Center and related Theme Shuttle Vehicle System will be submitted to the Urban Mass Transportation Administration for federal grant funding in March/April, 1984. Approval of grants for substantial funding of the first two of these projects is anticipated to be forthcoming in July/August, 1984. Detailed plans for the renovation of the existing Fire Station #1 property into this new Downtown Transportation Center and the acquisition and operating procedures for twelve theme shuttle vehicles are currently being finalized by City staff. The third Phase 1 project is development of an ultramodern people-mover system on an elevated guideway connecting the proposed transportation center to the existing Cashman Field Center entry plaza. The preparation of Requests for Proposal documents is also a concurrently assigned work element within the task force.

Phase 2 will be an Urban Design Action Plan for a civic plaza development on the publicly-owned nine blocks immediately west of City Hall. A formal request for acquisition of the Federal/Post Office building has already been submitted to the General Services Administration for this essential keystone property within the proposed urban design area. The basis for a large three-dimensional model displaying the architectural infrastructure to be designed for this plaza development is presently being formulated. Completion of Phase 2 of the Master Development Plan is scheduled for July, 1985.

Phase 3 proposes a Comprehensive Action Plan for redevelopment of the central business district. Phase 3 will encompass the entire area bounded by Washington Avenue, Maryland Parkway, Charleston Boulevard, and Highland Drive. Urban design policies, planning strategies, and project recommendations will be developed to encourage the best and highest use developments in both the public and private sectors. Data collection on significant projects previously proposed for development within this area has already begun. Completion of Phase 3 Comprehensive Action Plan is scheduled for July, 1986.

FISCAL IMPACT

The City Manager recommends that the income derived from the lease of the Carson Street Garage together with any incomes generated by the Ogden Street Garage be earmarked as a funding source for the Downtown Enhancement Plan including utilization for seed money, operating costs, capital improvement costs, and other expenditures.

RECOMMENDATIONS

The City Manager recommends that the Downtown Enhancement Plan be endorsed by the Mayor and City Council and that the source of funding be from the revenue generated by the Carson and Ogden Street Garages.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 1
IV(a). ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM C. DISCUSSION
AND POSSIBLE ACTION ON THE DOWNTOWN ENHANCEMENT PLAN.

MAYOR BRIARE: The next item, Mr. Hall.

CITY MANAGER
ASHLEY HALL: Item C is a discussion and possible action on the Downtown Enhancement Plan. Tom Graham, our Architectural Director, will address that.

TOM GRAHAM: Thank you, Ashley. Good morning, Your Honor, and members of the Council. The item before you this morning is your consideration of endorsing a Downtown Enhancement Program. That program will develop a Master Development Plan for the downtown area and that Master Development Plan will consist of three concurrently-prepared phases. The first phase would be a multi-modal action plan for a downtown transportation center and improvements to the downtown transportation systems. Three major projects are currently underway and ongoing, as you've been apprised before. The first project would be the actual conversion of the existing Fire Station Number 1 to a downtown transportation center. The second project would be the initiation of operation of a downtown theme shuttle system in conjunction with that, and the third would be the development and implementation of a people-mover system, a monorail, if you will, between the Cashman Field Center and the proposed downtown transportation center. Phase two of the proposed plan will be an Urban Design Action Plan to take the nine block area within the immediate vicinity west of City Hall, City-owned property or public-owned property, and develop a civic plaza concept. This will be a major activity generator to attract additional people and economic activity into our downtown area. Phase three of the proposed plan would be a comprehensive action plan that would allow for redevelopment within the central business district, that area defined as the area between Washington Avenue on the north, Maryland Parkway on the east, Charleston Boulevard on the south and Highland Avenue on the west. That encompasses almost 1,500 acres. It's a rather large undertaking. We would like your endorsement. Within your backup is a brochure. It's entitled A Future Look To Downtown Las Vegas. The approach to the development of this master development plan is delineated in detail in that brochure.

COUNCILMAN LEVY: Mr. Mayor, one of the most important aspects of this, and I think it has been pretty much taken for granted, was the funding which we had mentioned before. but we would like

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 2
IV(a). ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM C. DISCUSSION
AND POSSIBLE ACTION ON THE DOWNTOWN ENHANCEMENT PLAN.

COUNCILMAN LEVY: to make it of record, the funding from the Carson Street garage, and I see that it is the Ogden Street garage, leasing that one, and I think maybe we had better talk a little about that, but that is where the funding for this project will be coming from. You know, I spent a lot of time trying to develop this downtown situation and maybe Ashley wants to make a comment on that also.

CITY MANAGER
ASHLEY HALL: Yes, in terms of fiscal impact, it's the City Manager's recommendation that the income derived from the lease of the Carson Street garage, together with any income generated from the Ogden Street garage, whether it be maintained as it presently is, leased, sold, or whatever, be earmarked as a funding source for the Downtown Enhancement Plan, including the utilization of seed money, operational cost, capital improvement cost, or other expenses. Therefore, it is the recommendation of the City Manager that the Downtown Enhancement Plan be endorsed by the Mayor and City Council and that the source of funding be from revenue generated by the downtown garages; namely, the Carson and Ogden garages, any funds we receive from them or revenues.

COUNCILMAN LEVY: Along that line then, I think, Mr. Hall, would you put on the agenda the potential of bidding or leasing the Ogden Street garage. I think I'm satisfied the way things are working out with the Carson Street garage and I think that we can do much better for the citizens of this community and this project downtown by leasing the Ogden Street garage if we can find an operator who is certainly of substance and can continue to keep it as a parking garage. Therefore, I'd like to see that be put on the agenda.

COUNCILMAN LURIE: Mayor, I would like to move that we follow the City Manager's recommendation on the Downtown Improvement Plan.

MAYOR BRIARE: Comments by the Council? Cast your votes. Post. Motion is approved. Thank you, Mr. Graham. That's a beautiful book, by the way. I don't know about the inside content, but the book itself is beautiful--inhouse, right?

TOM GRAHAM: Thank you very much. It was prepared entirely by the staff of the Office of Architectural Services.

MAYOR BRIARE: They're not completed yet, I understand though.

CITY MANAGER
ASHLEY HALL: We're just putting on the final touches. Councilman Lurie, I think, wanted to address our trip to Washington and what we have done with them back there.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 3
IV(a). ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM C. DISCUSSION
AND POSSIBLE ACTION ON THE DOWNTOWN ENHANCEMENT PLAN.

COUNCILMAN LURIE:

Mayor, if I could before we go on to the next item, just briefly a little bit on our trip to Washington. One of the items that we took with us were copies of this book and we met with our complete delegation and went over Phases I, II and III with the delegation and they were very impressed with it and are going to do everything possible to help us see that the Downtown Improvement Program is implemented. One of the keys to the implementation is the acquisition of the Federal Building. We met yesterday with GSA on acquiring that building. It looks to be something that is very favorable that we can work something out with the federal government on acquiring that building to tie it in to our overall plan. It's the old Federal Post Office Building. The overall acceptance of us discussing this plan with the people was very positive. Maybe one of the other Commissioners would like to mention something too.

MAYOR BRIARE:

Further comments?

CITY MANAGER
ASHLEY HALL:

I might say, Mayor, before you vote right quickly that I think the concept was well received by the Congressional Delegation, before you go on, pardon me, was the fact that much of this is a very energetic plan by the City of Las Vegas to enhance the downtown area, both in transportation and in aesthetics as well as in the business climate to include our foreign trades. Much of this will be done in cooperation with private enterprise.

COUNCILMAN
CHRISTENSEN:

Your Honor, I would just like to make one comment on this brochure. I think that the Office of Architectural Services and all the people that are in there supporting Tom Graham should be congratulated on the effort that went in on putting this together. One of the comments that we received at all the places that we used this was "What a fantastic job they've done in preparing this plan." There's a lot of hours of hard work. A lot of it a labor of love rather than a labor of whatever other kind that I think -- There's a whole list of people on the back page that I think should be especially congratulated for the work and effort that went into it. This is fantastic.

COUNCILMAN LURIE:

I would like to add that, Tom, we took the back page off because people were asking "Who did it?" and we didn't want them to know, but we congratulate you anyway on the fine job.

MAYOR BRIARE:

Further comments before we go on to Item D? (No response)

A FUTURE LOOK TO DOWNTOWN LAS VEGAS

1984 AND BEYOND
MASTER DEVELOPMENT PLAN
CITY OF LAS VEGAS

1984

SEE CHANGES HERE

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MAYOR BILL BRIARE
COUNCILMEN
RON LUBIE
PAUL J. CHRISTENSEN
AL TERRY
BOB NELSON
CITY ATTORNEY
GEORGE T. MCALPIN
CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

February 28, 1984

Dear Friends:

What began, in 1905, as an open frontier, characterized mainly by harsh sparsity, has in 1984, emerged as a thriving community and tourist oasis. Over nearly eight decades, the City of Las Vegas has forged an era of progress for its citizens and tourists alike. This progress is predicated on a pioneer spirit and commitment to amelioration. Continued progress is reliant upon cooperative efforts between the public and private sectors and local and Federal Government.

In the past, Las Vegas has successfully combined both partnerships to attain designated goals. Currently, we are endeavoring to combine our pioneer spirit with the vision of the future to create a cooperative spirit. It is with that cooperative spirit that the City of Las Vegas proposes to meet the challenges of the 1980s and beyond.

Sincerely,

MAYOR and CITY COUNCIL



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

MAYOR NOL BREAR
COUNCILMEM
RON TURNER
PAUL COPELAND
JERRY
JOHN
THE ATTORNEY
GEORGE COOPER
THE MANAGER
ASHLEY HALL



CITY of LAS VEGAS

February 28, 1984

Dear Partners in Progress:

The City of Las Vegas is systematically pursuing a variety of avenues in an effort to maximize its approach to economic growth. We have, over the years, looked forward to the support and cooperation of the public and private sectors in the development and implementation of our economic revitalization strategies.

When visions present themselves, ideas crystallize and the opportunities they create must be seized. The City of Las Vegas stands at the threshold of a major opportunity. We have structured a comprehensive master plan for phased development: Phase I, a multi-modal action plan for downtown transportation center/system; Phase II, an urban design action plan for civic plaza development which would include the acquisition and renovation of the old post office building, an historical landmark; and Phase III, a comprehensive action plan for redevelopment of the central business district.

We have the desire and commitment to make our visions a reality. To do so will require the continued support and coordination of every available resource, both public and private. It is our responsibility and duty to pursue this effort with enduring vigor.

Sincerely,

ASHLEY HALL
CITY MANAGER



4001 STEWART AVENUE • LAS VEGAS, NEVADA 89101 • (702) 386-6011

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The form of all modern cities evolves within continuous processes of design and development. The resulting built environment is directly influenced by urban planning and design policies endorsed and interpreted by each locality.

The following presentation establishes an approach for the City of Las Vegas to clearly define its present desires and policies for Downtown's future growth and development. This approach proposes to develop a variety of downtown enhancements and improvements. Many of these projects are either currently under development or proposed for development previously. This composite overview enables the City to move forward with its goals and objectives for the future of Downtown Las Vegas.

INTRODUCTION

CITY COUNCIL MINUTES - MARCH 7, 1984

DOWNTOWN MASTER DEVELOPMENT PLAN

The City's Downtown Master Development Plan will be prepared in three concurrent phases. The total development area encompassed is approximately 1.5 miles square containing 1,448 acres bounded by Washington Avenue on the north, Maryland Parkway on the east, Charleston Boulevard on the south, and Highland Drive on the west. Each phase targets a specific geographical area within downtown Las Vegas. A specific action plan will be formulated for each phase of this master plan development.

The development site plan on the next page graphically illustrates the area targeted for each of the three phases.

PHASE 1

A MULTI-MODAL ACTION PLAN FOR DOWNTOWN TRANSPORTATION CENTER/SYSTEMS

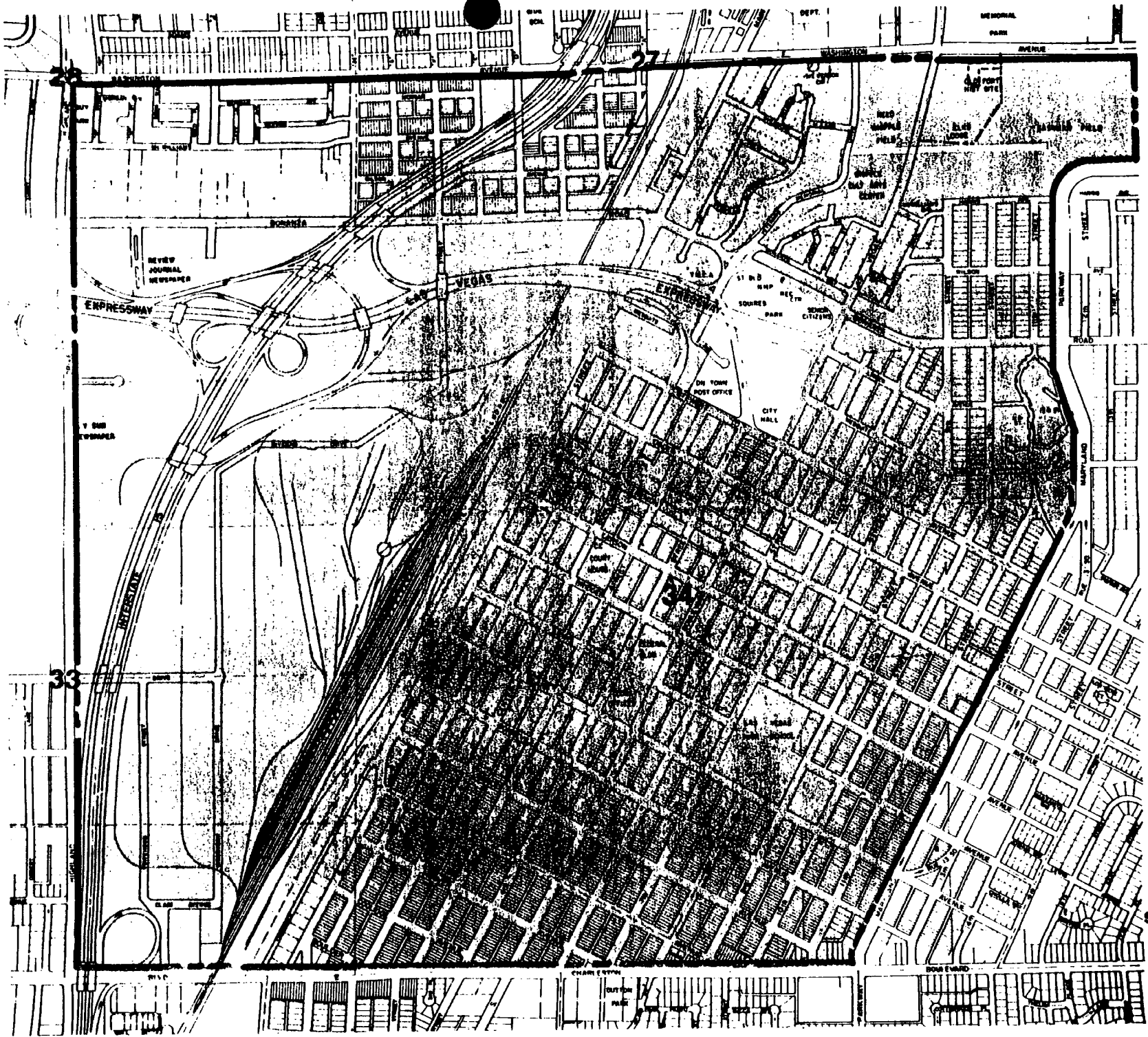
PHASE 2

AN URBAN DESIGN ACTION PLAN FOR CIVIC PLAZA DEVELOPMENT

PHASE 3

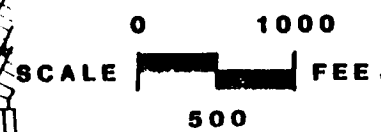
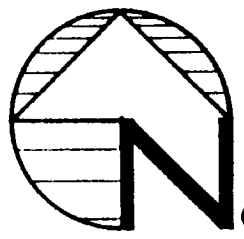
A COMPREHENSIVE ACTION PLAN FOR REDEVELOPMENT OF CENTRAL BUSINESS DISTRICT

The development site plan on the next page graphically illustrates the area targeted for each of the three phases.



DEVELOPMENT AREA!

CITY COUNCIL MINUTES - MARCH 7, 1984



4 0053

PHASE 1

Phase 1 of the proposed Downtown Master Development Plan is already underway. The Phase 1 development area establishes a transportation corridor one mile in length connecting the recently completed Cashman Field Complex to a proposed Downtown Transportation Center to be located at the City's existing Fire Station #1 site, at the northeast corner of Casino Center Boulevard and Stewart Avenue. This transportation corridor consists of publicly-owned property at Cashman Field; City-owned property at Reed-Whipple Center, the existing downtown fire station site, and City streets rights-of-way on Veterans Memorial Drive and Casino Center Boulevard. The Phase 1 Multi-Modal Action Plan consists of three specific projects to be implemented within the corridor area.

Phase 1(A) — Downtown Transportation Center

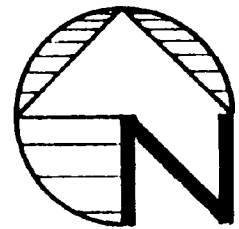
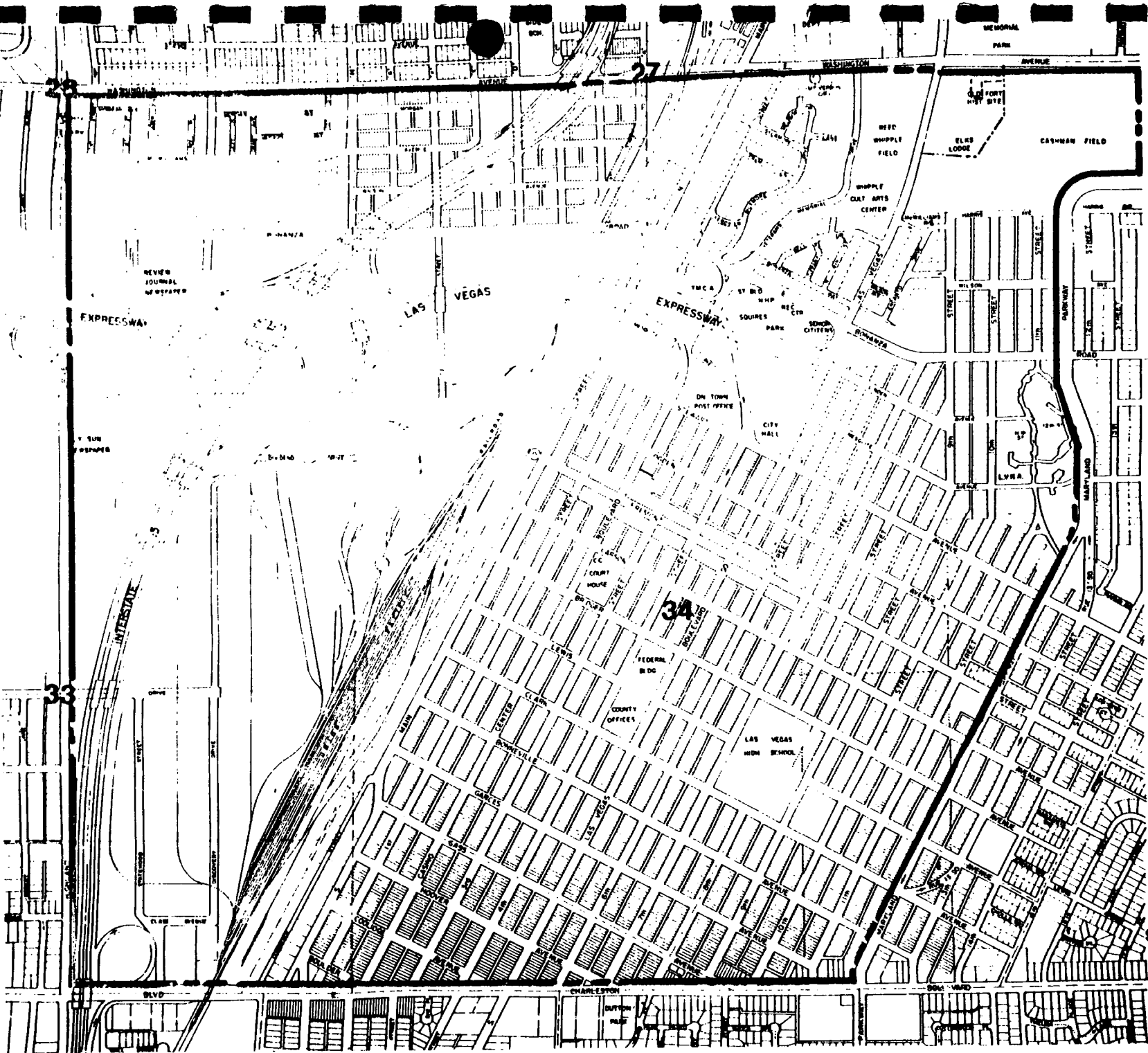
Phase 1(B) — Downtown Theme Shuttle System. (See page 22 for an example of a typical theme shuttle vehicle).

Phase 1(C) — Downtown People-Mover System (Cashman Field Center to proposed Transportation Center)

Each of these three development projects are described in more detail within the following pages of text and illustrations.

PHASE 1

CITY COUNCIL MINUTES - MARCH 7, 1984



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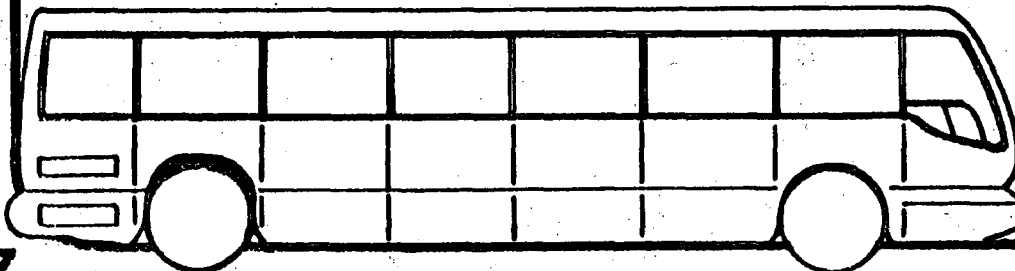
EXISTING TRANSIT SYSTEM

Las Vegas, like other metropolitan areas has the need to provide convenient, economical, and efficient mass transportation for both its residents and the millions of tourists who visit the city annually.

The present transportation system consists of eleven bus routes with one transfer point located at the City's Carson Avenue garage. Ten of these routes (9 hourly, 1 quarter hourly) converge at this location.

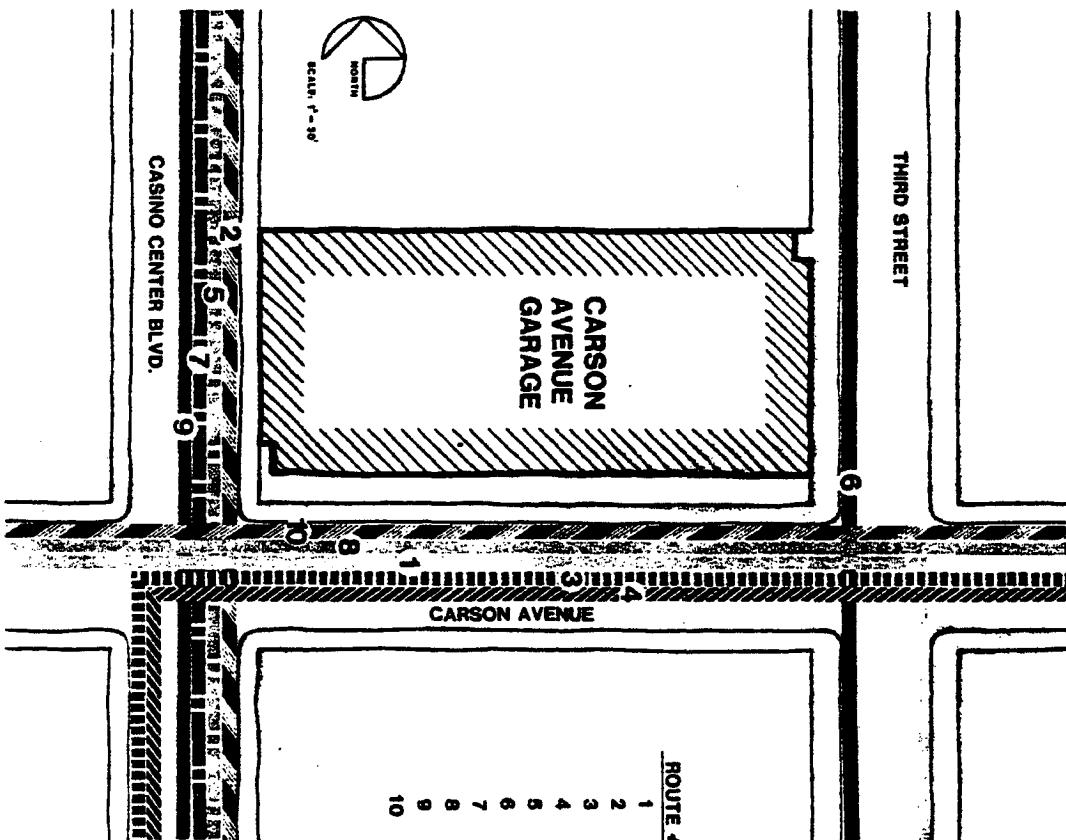
Several problems exist at this current transfer point. The loading and unloading of passengers on the narrow sidewalk creates traffic and pedestrian congestion thereby inconveniencing visitors, locals and downtown business owners. In addition to lack of controlled boarding facilities, appropriate amenities such as night lighting, shade structures, adequate seating elements and accessible public restroom facilities are all lacking. Air and noise pollution as well as increased loitering are added undesirable results of using this location for the bus transfer point.

One planning strategy already in progress is the relocation of the existing downtown fire station to a new Central Fire Station/Fire Services headquarters facility located immediately north of the existing site. The City is currently under construction on the new Central Fire Station which is scheduled to be fully operational in late spring, 1984. With this construction project now nearing completion, the City is proposing that a new Downtown Transportation Center be created at the site of the old Fire Station #1, at the northeast corner of Casino Center Boulevard and Stewart Avenue. All buses would be re-routed to this center. Transferring passengers would exchange buses there or ride to the downtown business district on theme shuttle vehicles.



EXISTING DOWNTOWN TRANSIT TRANSFER POINT

ROUTE #	SERVICE AREA
1	Hyde Park
2	North Las Vegas
3	Salt Lake Hwy.
4	Boulder Hwy.
5	Huntledge
6	The "Strip"
7	College Park
8	Golf Ridge
9	Vegas Heights
10	University



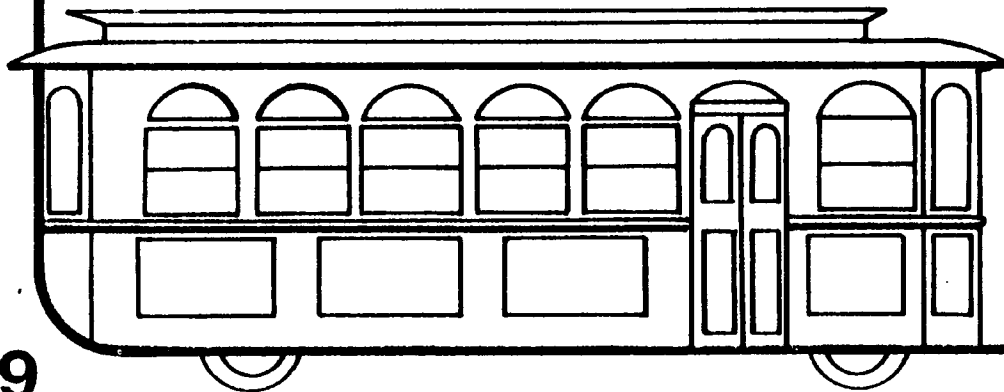
THEME SHUTTLE VEHICLE SYSTEM

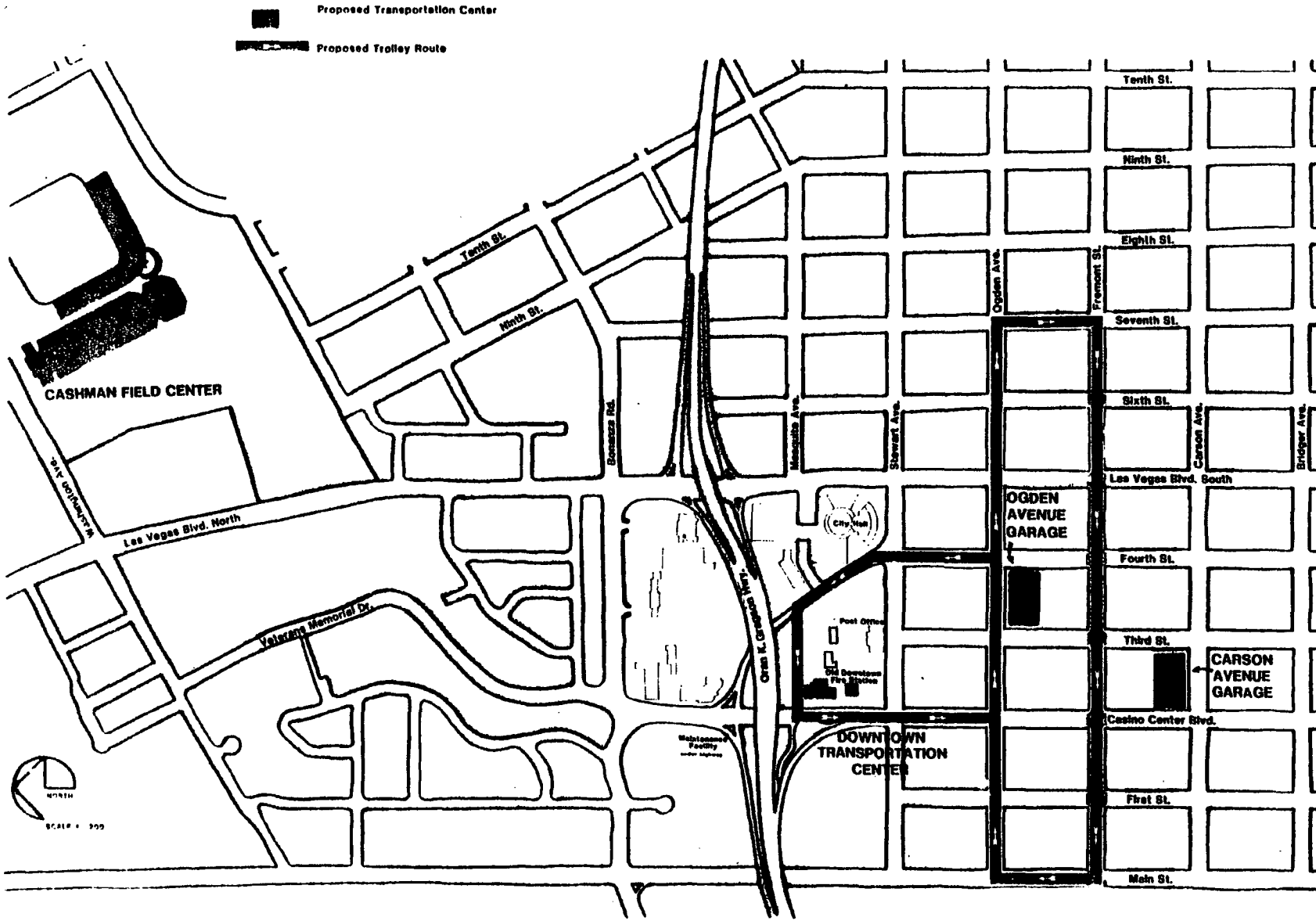
The anticipated theme shuttle vehicles will be designed as old-fashioned street-cars or trolleys, but will be wheeled vehicles built on a recreational vehicle or shuttle bus chassis capable of riding on existing streets. See page 22 for the Conceptual Trolley Rendering. Because no permanent rails or tracks are required, the routes could be amended as demand changes.

The trolleys, on the basic downtown central loop, will leave the transportation center and head south on Casino Center Boulevard to Ogden, east to 7th, south to Fremont, west on Fremont to Main, north to Ogden, east to 4th Street and loop back into the Downtown Transportation Center. This primary downtown shuttle loop is illustrated in red on the following Conceptual Route Plan.

Some possible extensions to this route could include expanding the route to 10th Street and including a business loop at peak hours to downtown county/federal facilities and other quasi-public agencies in the central business district.

The City proposes to acquire twelve of these theme vehicles. Time studies have been conducted on the proposed shuttle routing. The primary loop will take approximately twenty minutes allowing for 14 stops at all major business/government establishments along the route. This scheduling will provide for headway times at any stop of less than five minutes.





CONCEPTUAL ROUTE PLAN FOR THE THEME SHUTTLE

DOWNTOWN TRANSPORTATION CENTER

Ingress into the new Downtown Transportation Center will be through a proposed curb cut on 4th Street extension. The City of Las Vegas is currently approaching the Nevada Department of Transportation for permission to install this additional access. As graphically displayed on the conceptual site plan on the next page, both the rerouted transit buses and the proposed shuttle vehicles will utilize this entry onto existing developed travelways servicing a city employee parking lot. Access onto the 1.6 acre downtown Fire Station #1 property will be achieved using existing fire apparatus driveways.

A common unloading plaza will be created. Both the transit buses and the trolleys will disembark their passengers at this location prior to moving into their designated boarding areas. The trolley shuttle vehicles will literally enter the most northerly fire apparatus bay for convenient and comfortable boarding by those passengers desiring to circulate to other downtown designations in the central business district.

The accompanying conceptual site plan highlights these bus and trolley vehicular flows in orange and red respectively.

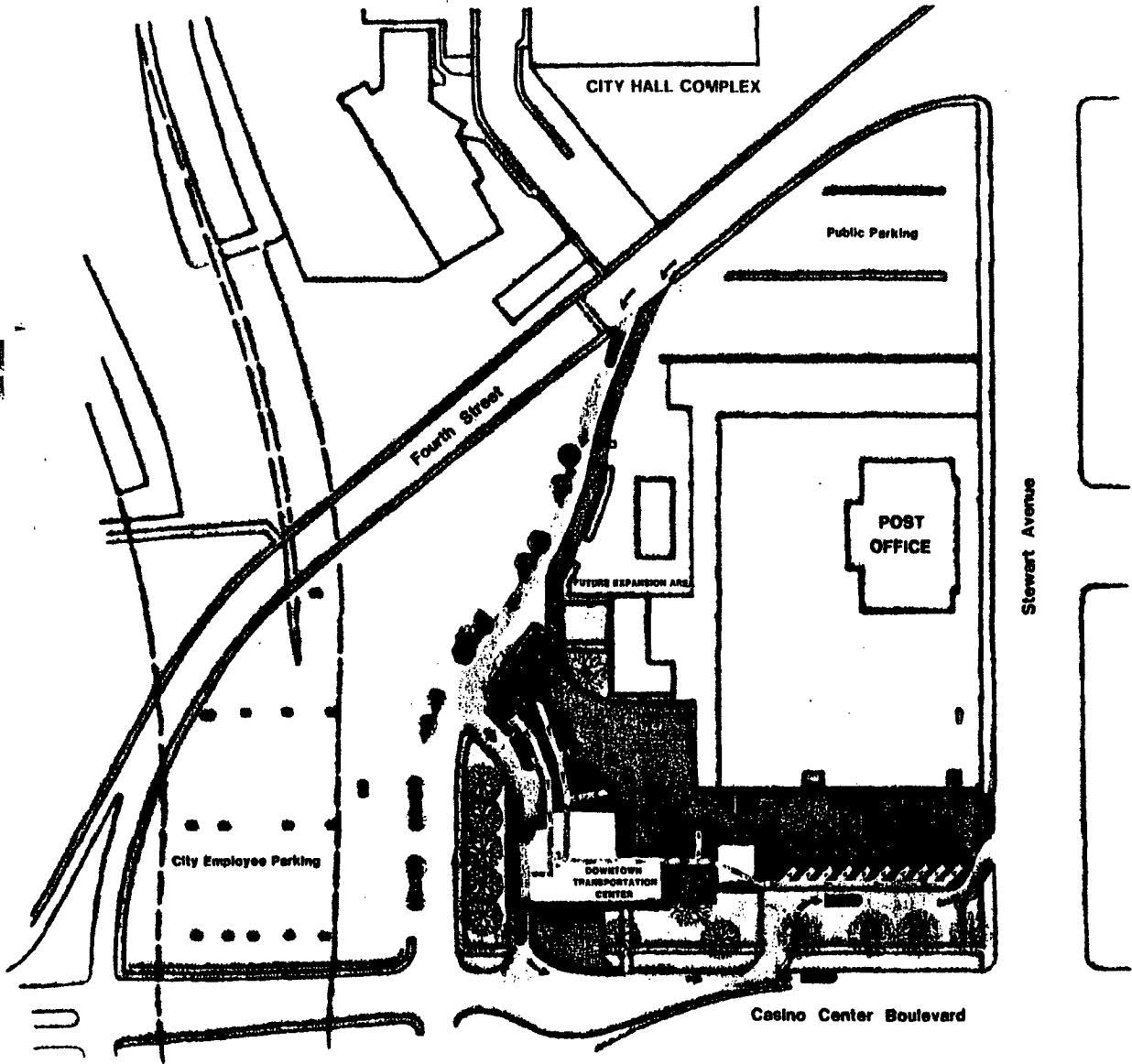
As illustrated by these on-site circulation patterns, the proposed means of egress from the existing Fire Station site for the buses will be via Stewart Avenue. The trolley shuttle vehicles will have an option to exit the proposed transportation center on Casino Center Boulevard or onto Stewart Avenue. Traffic signal timing adjustments are currently being considered by the City to allow for an orderly exiting sequence.

The proposed site plan also clearly illustrates the impact of the immediately adjacent Federal Post Office property. While future expansion of the proposed Downtown Transportation Center can be accommodated on City owned property immediately east of the existing fire station buildings, the federal property remains as a development barrier to additional pedestrian enhancements within the immediate vicinity of this new center. The need for City acquisition of the post office property from the federal government is discussed in more detail on page 27, under Phase 2 Urban Design Action Plan for a Civic Plaza Development.

CONCEPTUAL SITE PLAN

0061
12

- LEGEND
- PEDESTRIAN CIRCULATION
 - PEDESTRIAN PLAZA
 - BUS CIRCULATION
 - BUS
 - TROLLEY CIRCULATION
 - TROLLEY



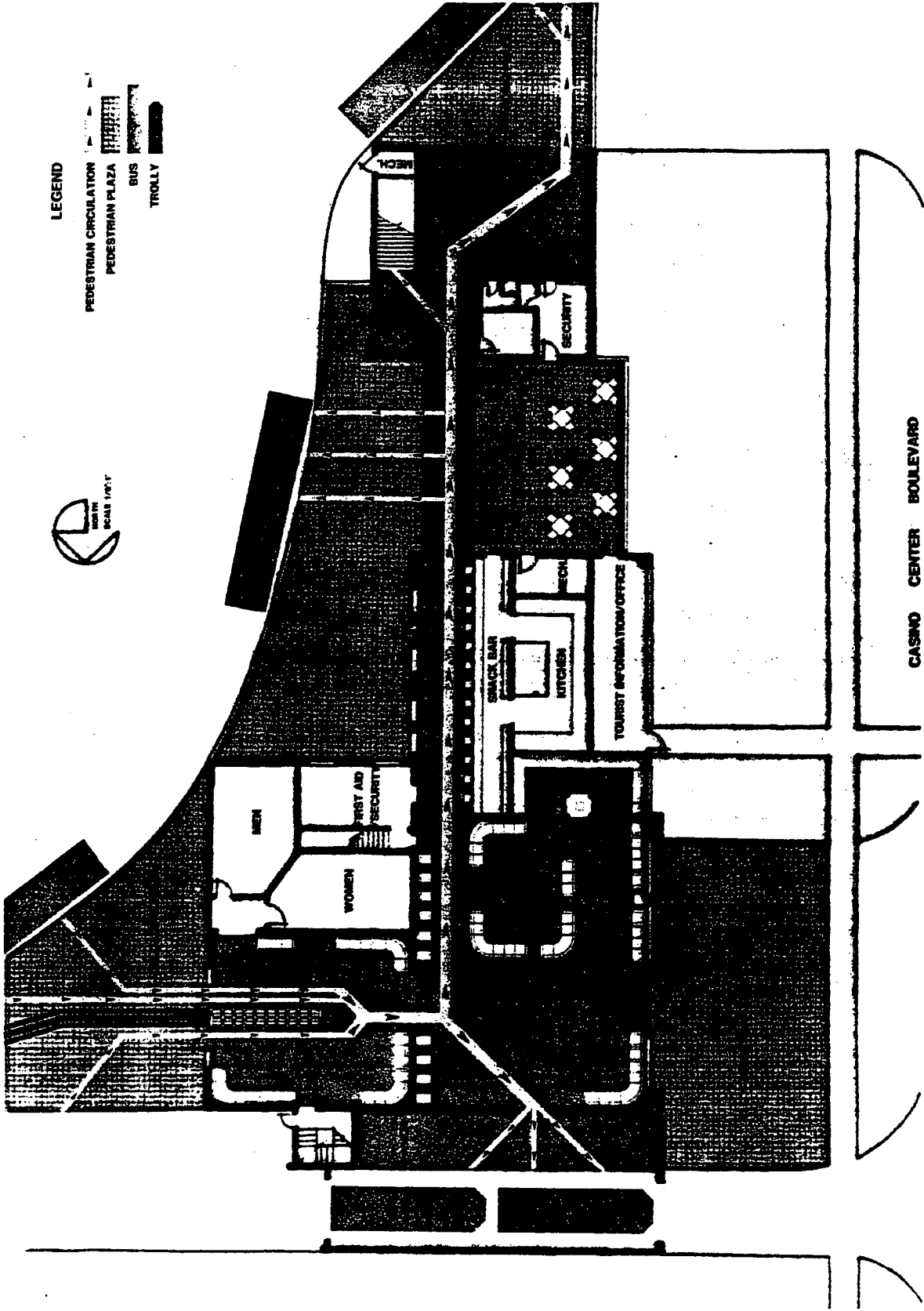
CONCEPTUAL BUILDING USE PLAN FOR FIRST FLOOR

Two existing buildings are presently located on the Fire Station #1 site. The downtown fire station structure and its related two-story communications center contain approximately 14,000 square feet of floor area. The proposal for the Downtown Transportation Center utilizes all of this available space to provide improved comfort amenities for riders of the existing transit system and proposed theme shuttle vehicles.

These comfort amenities include an indoor climate controlled lobby to serve as a waiting area for those riders transferring to other transit routes or to board the trolley shuttle vehicles. The proposed lobby area will contain comfortable seating elements, video amusement games, and a newsstand concession. Existing rest room facilities will be upgraded and enlarged to accommodate the increased occupancy generated by this reuse. Facilities will be provided for first aid and security operations as well as an area for tourist information and travelers aid.

The Fire Station #1 building presently contains a small kitchen area. This kitchen area will be renovated providing expanded utility services required to accommodate space for a commercial food concession. In conjunction with this snack bar operation, the breezeway between the two structures will be improved to provide a landscaped outdoor dining terrace equipped with tables and chairs.

The proposed ground level lobby of the two story communications building will contain transportation system ticketing functions and additional security facilities. This lobby area will provide climate controlled access to the adjacent bus boarding plaza.

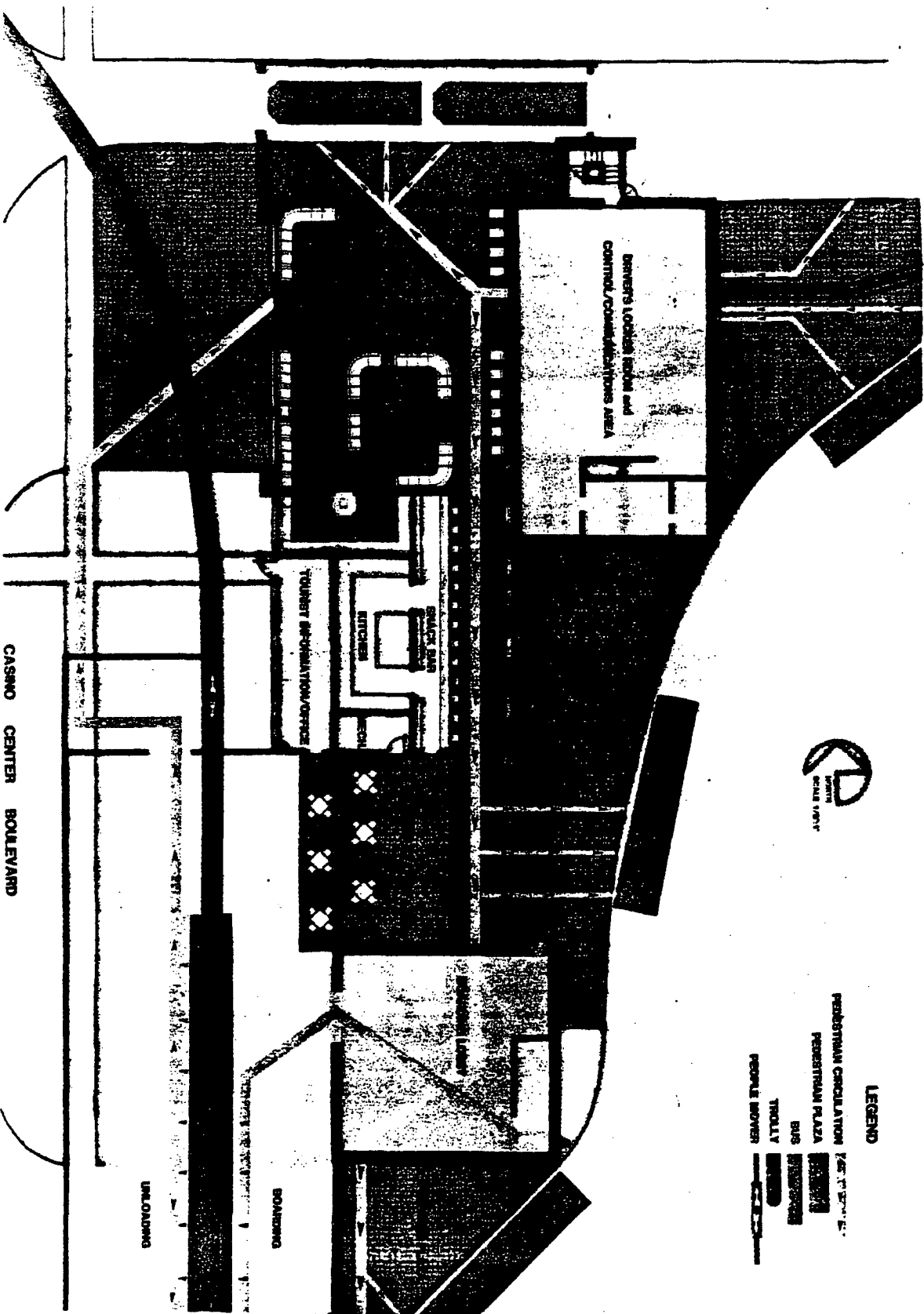


CONCEPTUAL BUILDING USE PLAN FOR SECOND FLOOR

The existing Fire Station #1 building has a partial second story over a portion of the fire apparatus bays. Additional support facilities will also be provided on this second floor level. In that this area was previously used for the fire personnel dormitory, it already contains a lounge, toilet facilities and lockers. The Downtown Transportation Center proposes to utilize this space as a drivers' locker room for both the transit system and theme vehicle operators. By providing these employee amenities, the City believes that the drivers will become better ambassadors for our tourism economy.

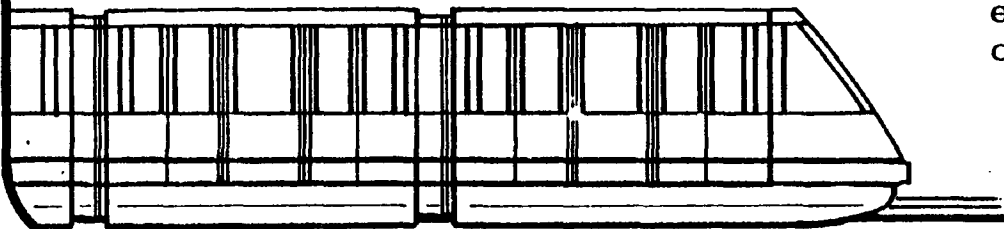
The remainder of this upper level will be utilized as a central operations control and communications area to facilitate normal scheduling and emergency/repair procedures when required. The second floor of the two story communications center will be reserved as an area to directly interface with the proposed people-mover system discussed in more detail on the following pages.

CONCEPTUAL BUILDING USE PLAN FOR SECOND FLOOR



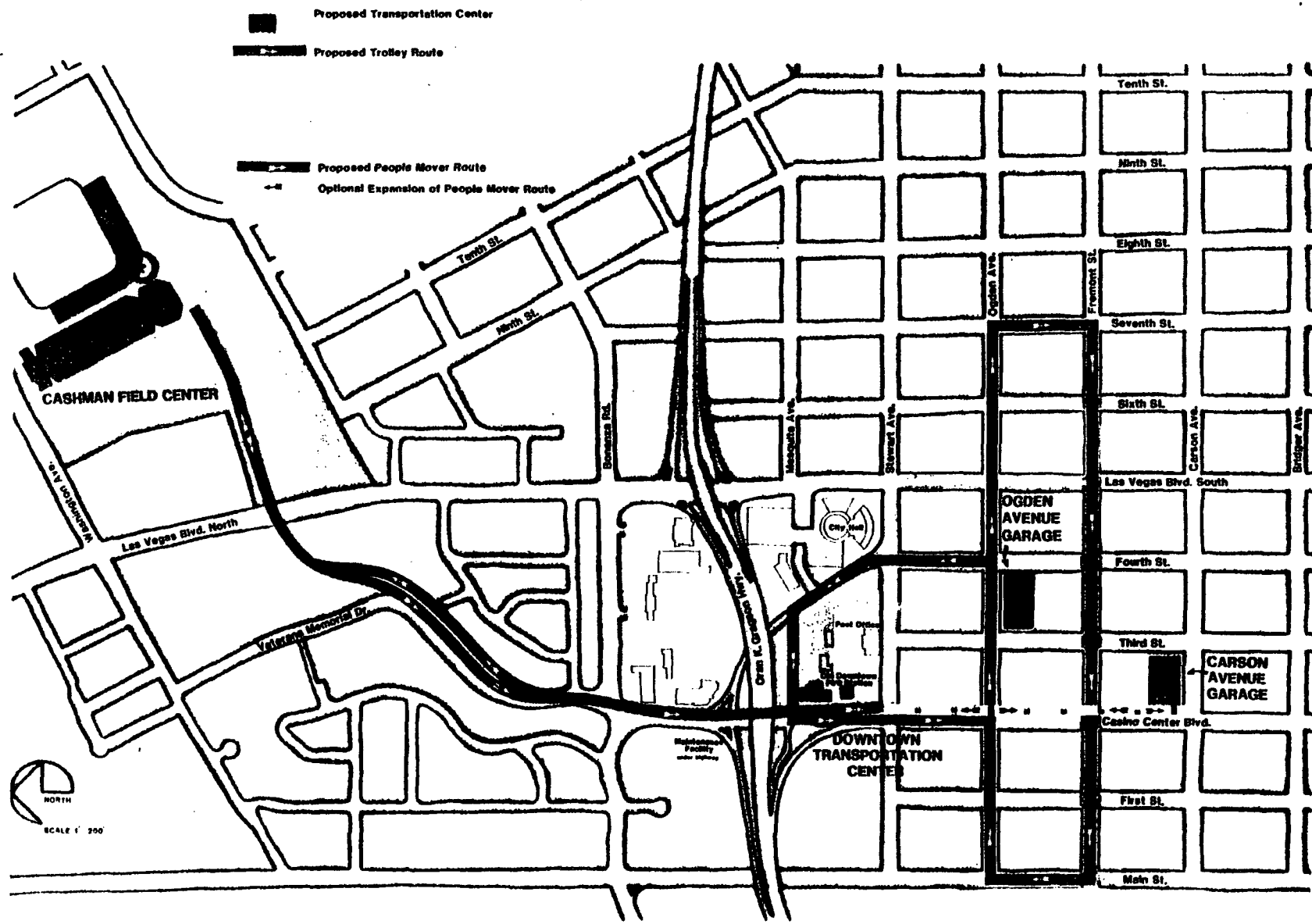
PROPOSED PEOPLE-MOVER

Another proposed major addition to the new downtown transportation systems will be an ultramodern people-mover, a monorail type vehicle, connecting the Downtown Transportation Center to the Cashman Field Center complex. Using the most recent technology, perhaps electromagnetic propulsion, the people-mover route would travel approximately one mile via Casino Center Boulevard, Veterans Memorial Drive and then cross the City-owned Reed Whipple Center ballfields to the Cashman Field Center. It will then follow the north boundary of Cashman Field's upper parking lot and descend to the main entry plaza, which serves the stadium, auditorium and main exhibit hall and related meeting wing. A people-mover station will be constructed adjacent to the new Downtown transportation Center and at the Cashman Field Center. The design motif of these stations will be architecturally integrated into the existing/proposed public facilities at each location.



This system will have a capacity of 5,000 passengers per hour, operating on an elevated guideway that is a minimum of 16'6" above all street levels. An unloading and boarding platform will be built in conjunction with the upper floor of the existing Fire Station communications building. This will allow riders to transfer to a bus or theme vehicle by way of the Downtown Transportation Center's pedestrian entry plaza as shown on the illustration on the previous page. People-mover riders will also have the option to exit to the south at street level and simply walk to downtown if they desire.

With the addition of this proposed people-mover into the new Downtown Transportation Center, the City of Las Vegas will be providing the first multi-modal ground transportation center in Nevada. The City feels the relocation of the bus transfer point and these additions to the present transportation system will not only alleviate the undesirable effects of congestion and pollution downtown, but will also significantly contribute to substantial improvements and enhancements for the convenience and comfort of all riders.



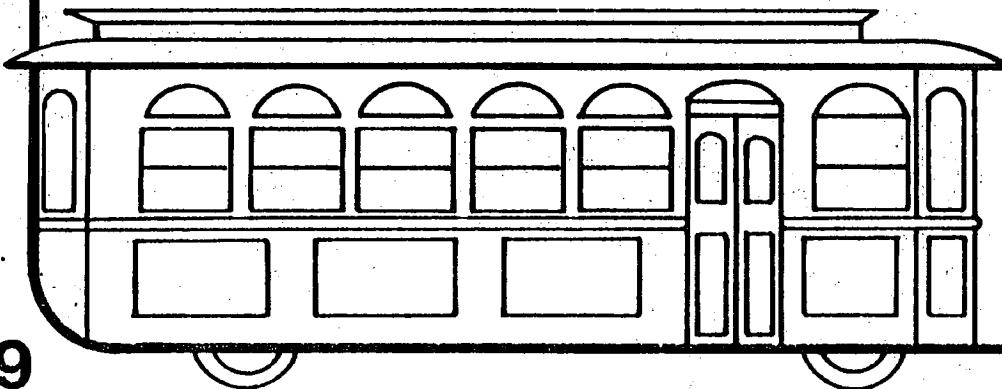
EXISTING FIRE STATION #1/ PROPOSED DOWNTOWN TRANSPORTATION CENTER

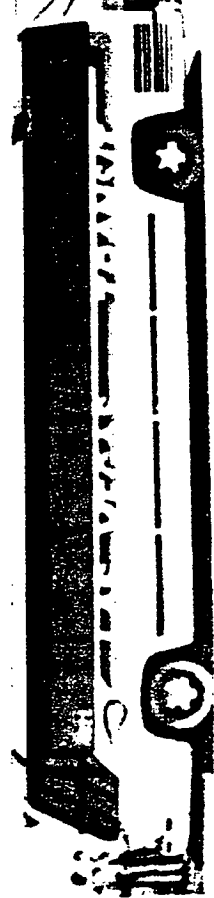
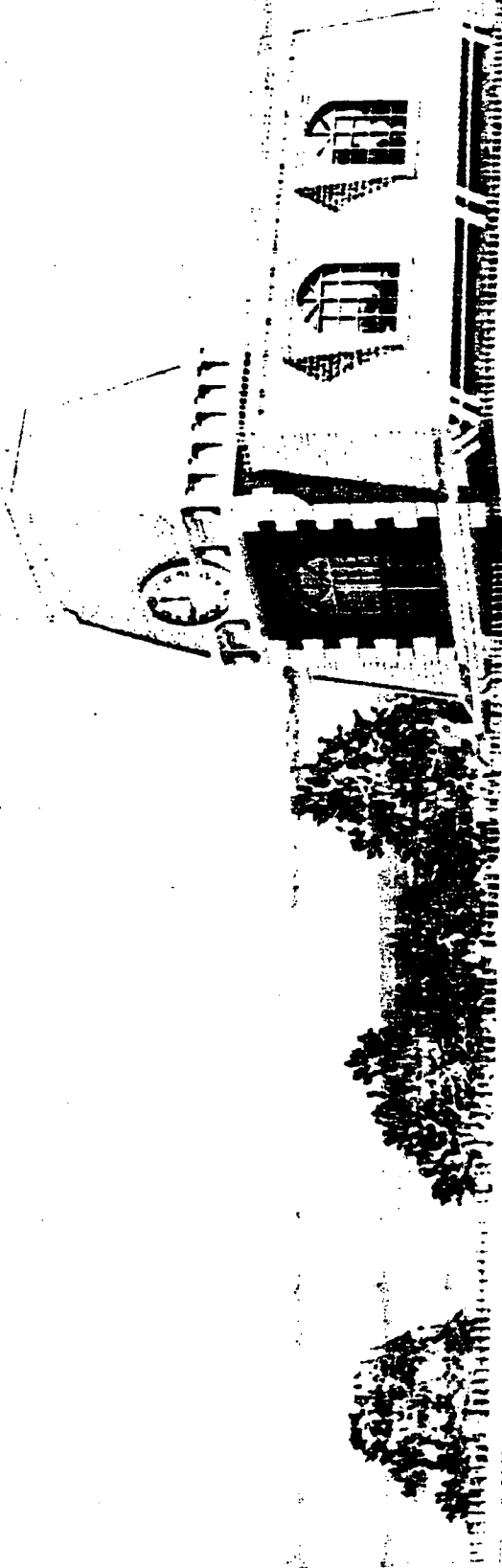
The photograph on the following page is the existing Fire Station #1 presently serving the downtown Las Vegas area. As mentioned previously, a new Central Fire Station is nearing completion on a site immediately to the north.

Please lift the tab provided on this photograph to view an architectural rendering of the proposed design motif for the new Downtown Transportation Center. The Federal Post Office building is a significant historic landmark located immediately adjacent to this site. A Victorian style of architecture was selected in order to be compatible and complimentary to this federal structure and the proposed trolley theme for the shuttle vehicles.

Additional considerations include the City's longstanding desire to acquire the post office building from the federal government. Upon such acquisition, the City proposes to develop the area between these two buildings into a heritage square concept as part of the Phase 2 Urban Design Action Plan for a Civic Plaza Development in the vicinity of City Hall. This objective is described in more detail on page 29.

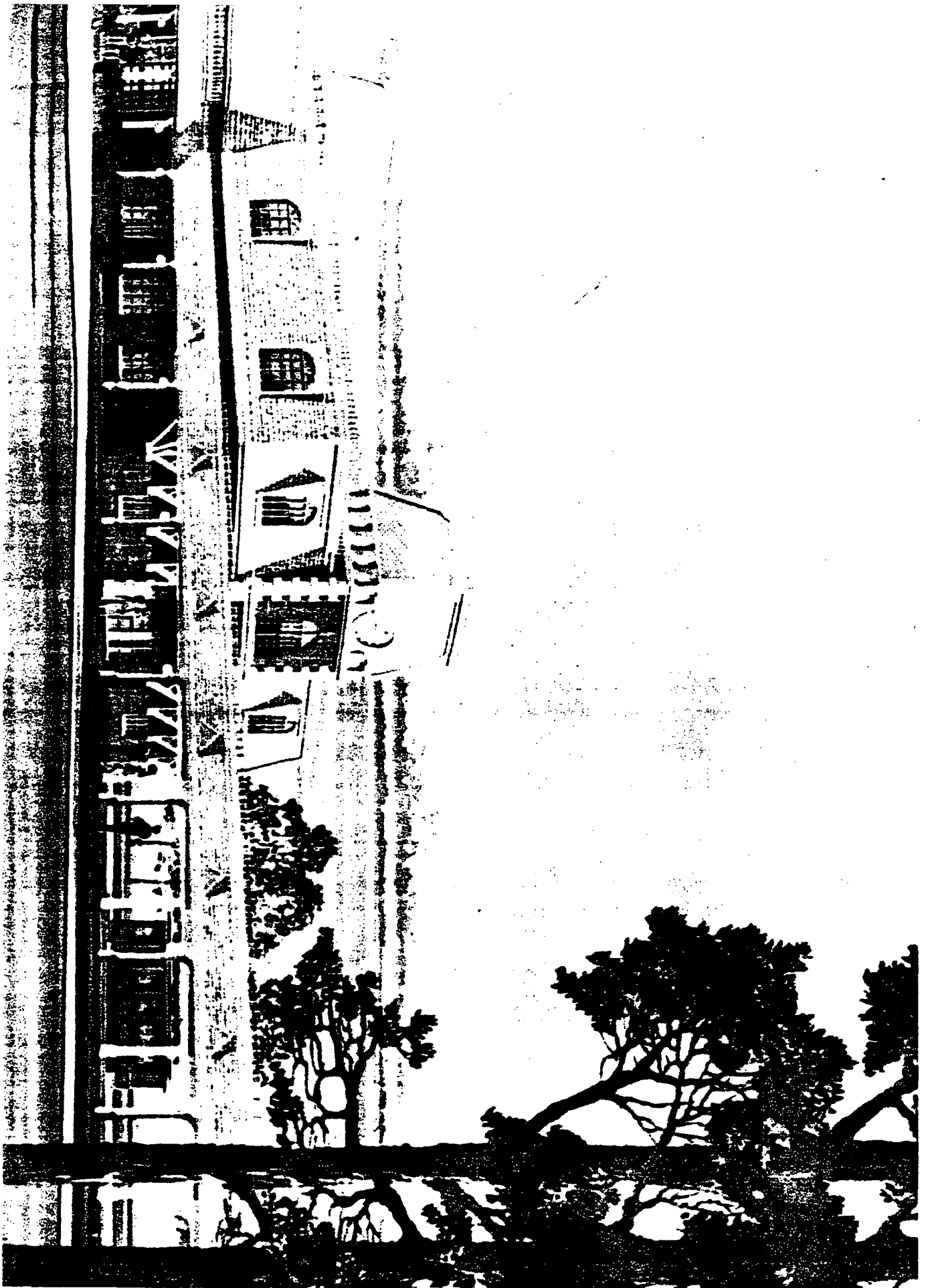
The proposed exterior renovation of the existing Fire Station #1 buildings will also provide on-site amenities such as landscaped, night-lighted covered unloading and boarding plazas. These canopy structures illustrated in the rendering will provide shade and protection from the elements for the transportation system users.

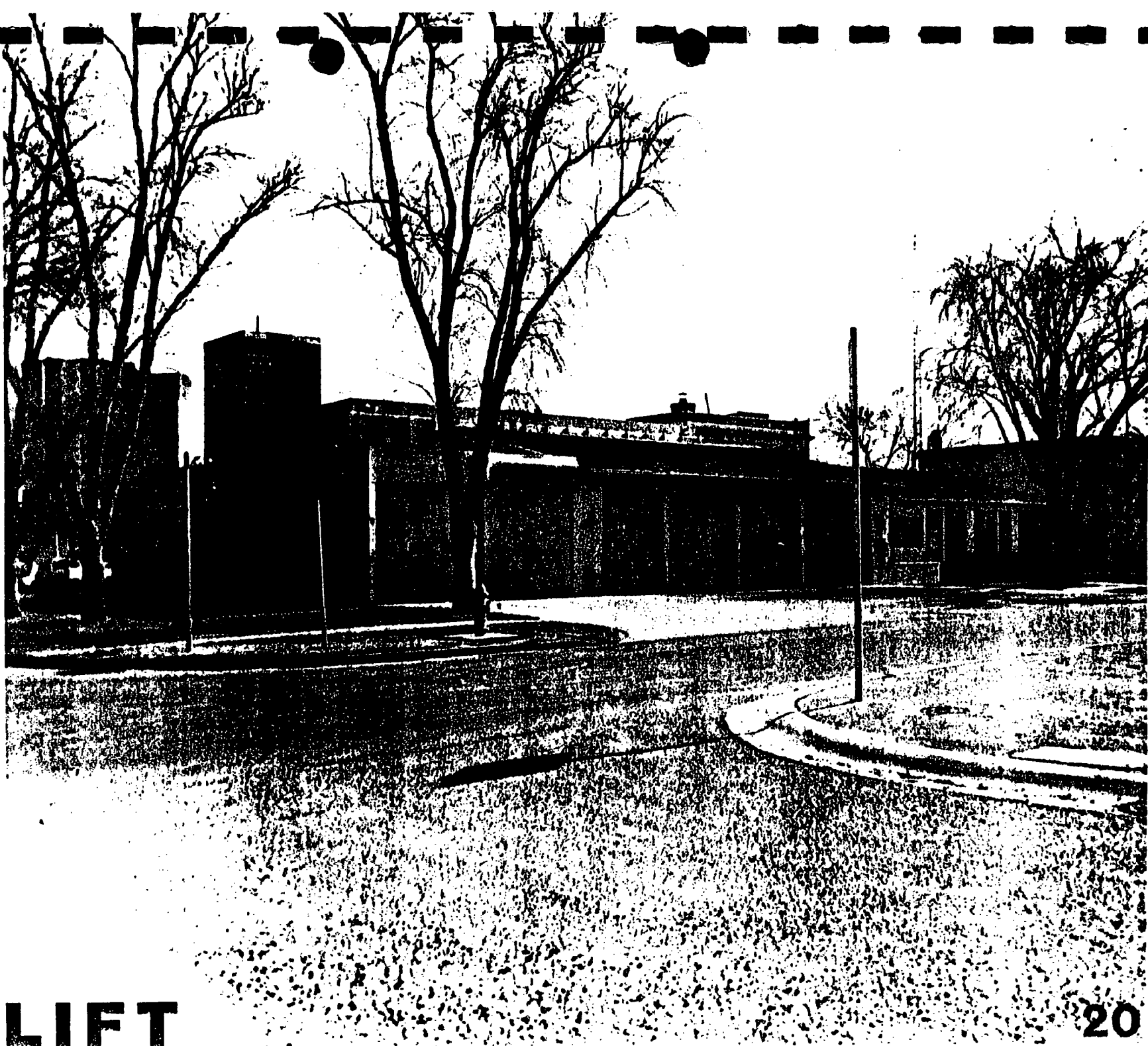




PROPOSED DOWNTOWN TRANSPORTATION CENTER RENDERING

CITY COUNCIL MINUTES - MARCH 7, 1984



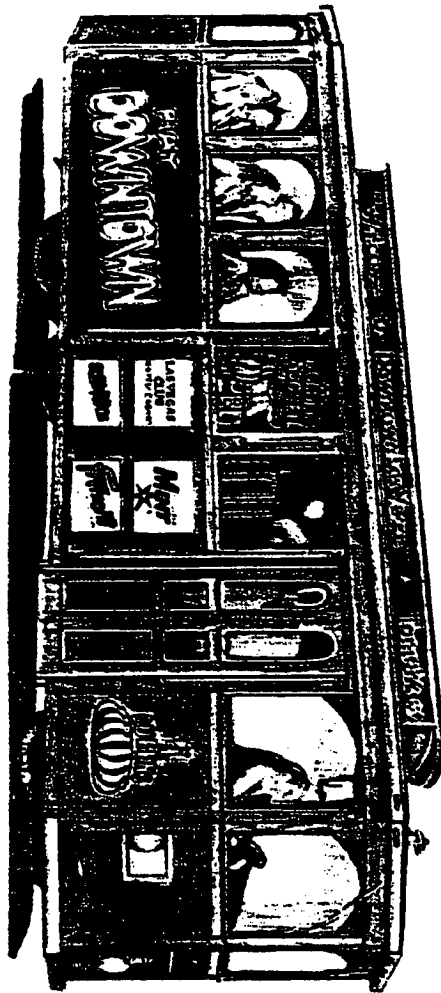


LIFT

20

EXISTING FIRE STATION NO. 1
CITY OF MINNESOTA
MARCH 7, 1984

0071



CONCEPTUAL TROLLEY RENDERING

PHASE 1 MULTI-MODAL IMPLEMENTATION SCHEDULE

The concurrent development of the three major projects within the Phase 1 Multi-Modal Action Plan for Downtown Transportation Center/Systems is already ongoing. All of these projects have been previously presented to the Mayor and City Council, Downtown Progress Association, Regional Transportation Commission, and the Las Vegas Convention and Visitors Authority. All of the above have recommended unanimous support for these civic improvements.

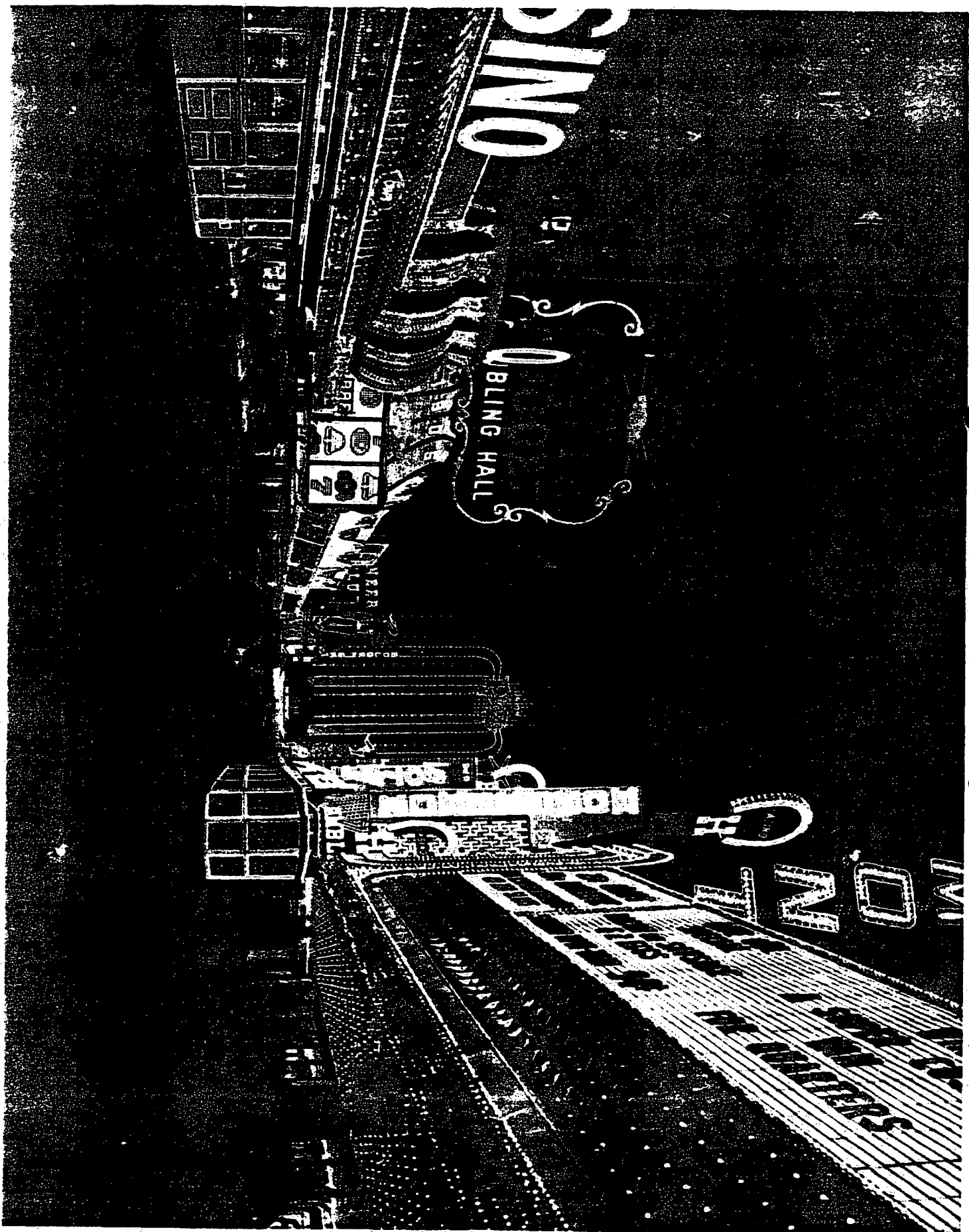
The City of Las Vegas has assigned an interdepartmental task force to develop these projects including preparation of grant applications to submit to the federal government. Many meetings have been held with perspective people-mover proponents and the City task force is concurrently finalizing requests for proposal documents to implement that system.

Application to the Urban Mass Transportation Administration will be submitted in March/April with hopes that grant approval will be forthcoming by mid-1984. Upon approval by UMTA, the City estimates that it will require 18 months to im-

plement the remodeling of the existing Fire Station #1 into the new Downtown Transportation Center. Also within this 18 month period, the City would purchase the proposed fleet of shuttle theme vehicles and arrange for their lease to a private operator.

The people-mover will require approximately 30-36 months to be operational following award of an appropriate franchise. An engineering design phase for the people-mover system will begin immediately upon award and construction documents will be developed for subsequent implementation.

The significant enhancements provided by these collective improvements to our downtown transportation systems are anxiously anticipated. Trolley theme vehicles have been artistically superimposed on the nighttime photograph of the famed Glitter Gulch section of Fremont Street. With the electronic reader board added at the clere-story level, the City of Las Vegas believes that these shuttle vehicles will add an additional dynamic element to Las Vegas' world renown downtown environment.



FREMONT STREET TROLLEY

CITY COUNCIL MINUTES - MARCH 7, 1984

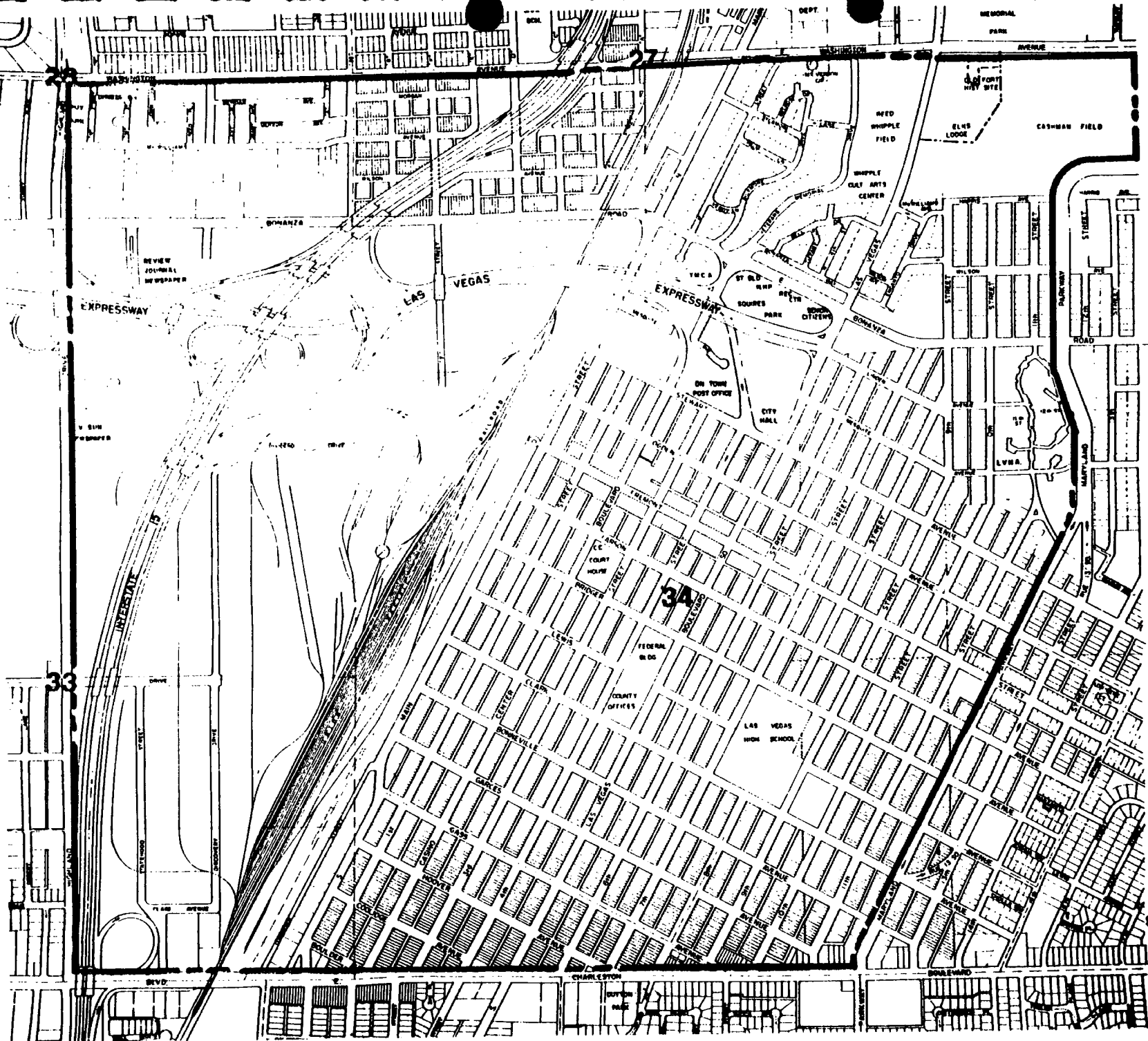
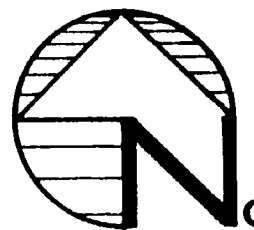
0074

PHASE 2

Phase 2 of the proposed Downtown Master Development Plan will contain an area of approximately nine blocks within the immediate vicinity of the City Hall Complex. This Phase 2 area encompasses approximately 28 acres of publicly-owned land at the very heart of the Las Vegas metropolitan community. The Phase 2 area is bounded by Bonanza Road on the north, Las Vegas Boulevard North on the east, Stewart Avenue on the south, and Casino Center Boulevard on the west.

An Urban Design Action Plan will be prepared for this Phase 2 area. This action plan will propose the development of a civic plaza adjacent to City Hall. Envisioned in the development of this civic plaza concept are multiple joint public/private partnerships that will create a downtown activity center. Only those activity generators that will broaden Downtown Las Vegas' appeal to tourism, expand the City's non-polluting economic base, or provide complimentary services to our convention and gaming industry will be considered as appropriate for this target area.

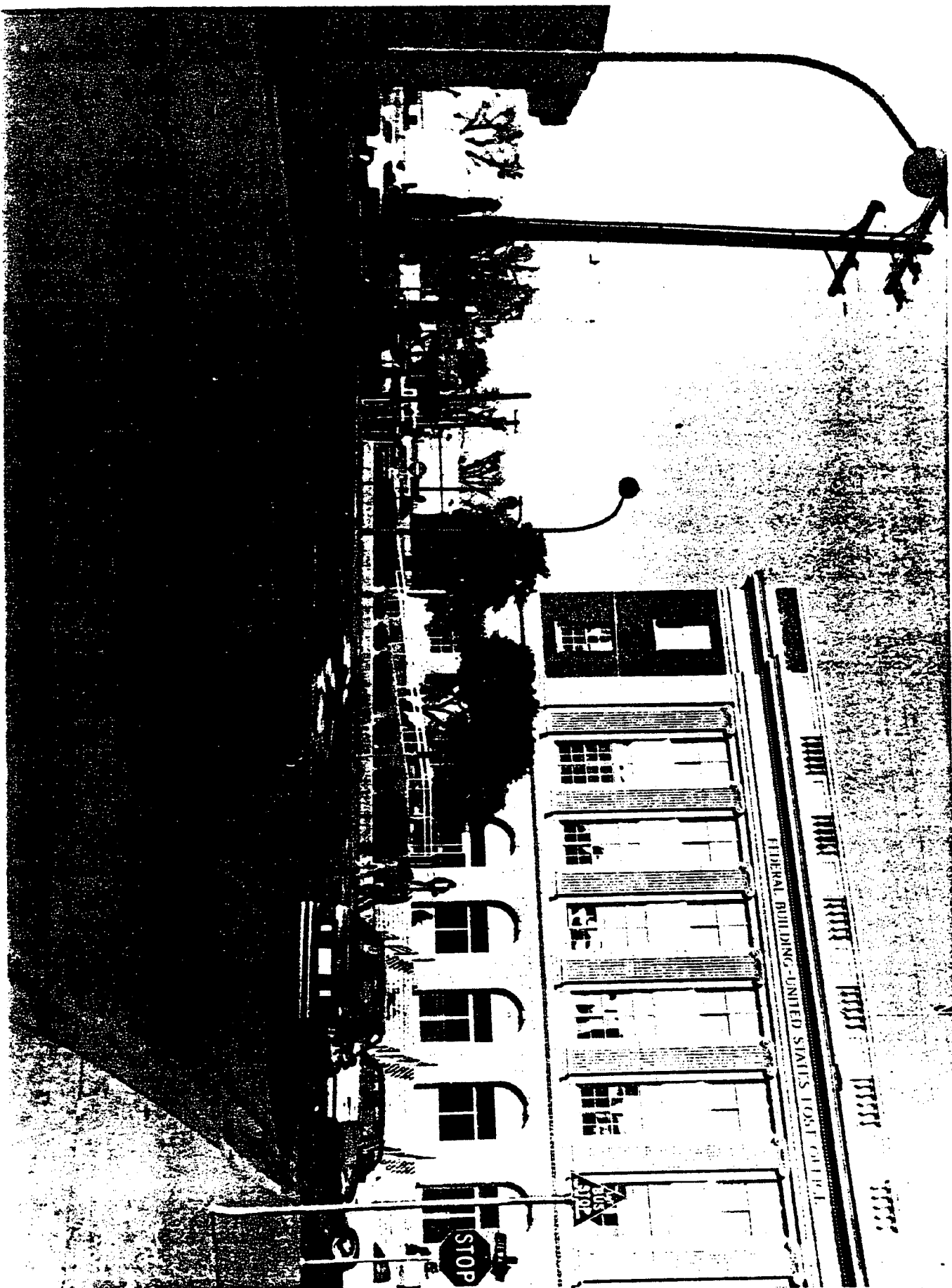
Specific urban design policies and architectural plans will be developed to insure an aesthetically integrated development concept. The attractiveness and appeal of the proposed civic plaza will invite additional visitors to our central business district. To facilitate joint public/private sector participation, the City will develop a large scale three-dimensional model displaying the urban infrastructure architecturally designed for the proposed civic plaza.



PHASE 2 HISTORICAL PERSPECTIVE

The photograph on the following page shows the existing Federal/Post Office building in the foreground and the existing downtown Fire Station #1, proposed for re-use as the Downtown Transportation Center, in the background. The building is located at 301 Stewart Avenue. This federally-owned property containing 2 acres is situated in the middle of the Phase 2 Urban Design Action Plan area. This property is an essential keystone for the future development of a totally integrated civic plaza in this vicinity.

The historic Federal/Post Office building is a community landmark with a unique architectural design motif. The existing building is currently on the National Register of Historic Places as of February 10, 1983. Many times in the past the City of Las Vegas has expressed its desire to acquire this property from the General Services Administration. A variety of uses, including the possibility of a downtown museum, are being considered as appropriate reuses for this noble structure.



EXISTING FEDERAL POST OFFICE BUILDING

CITY COUNCIL MINUTES - MARCH 7, 1984

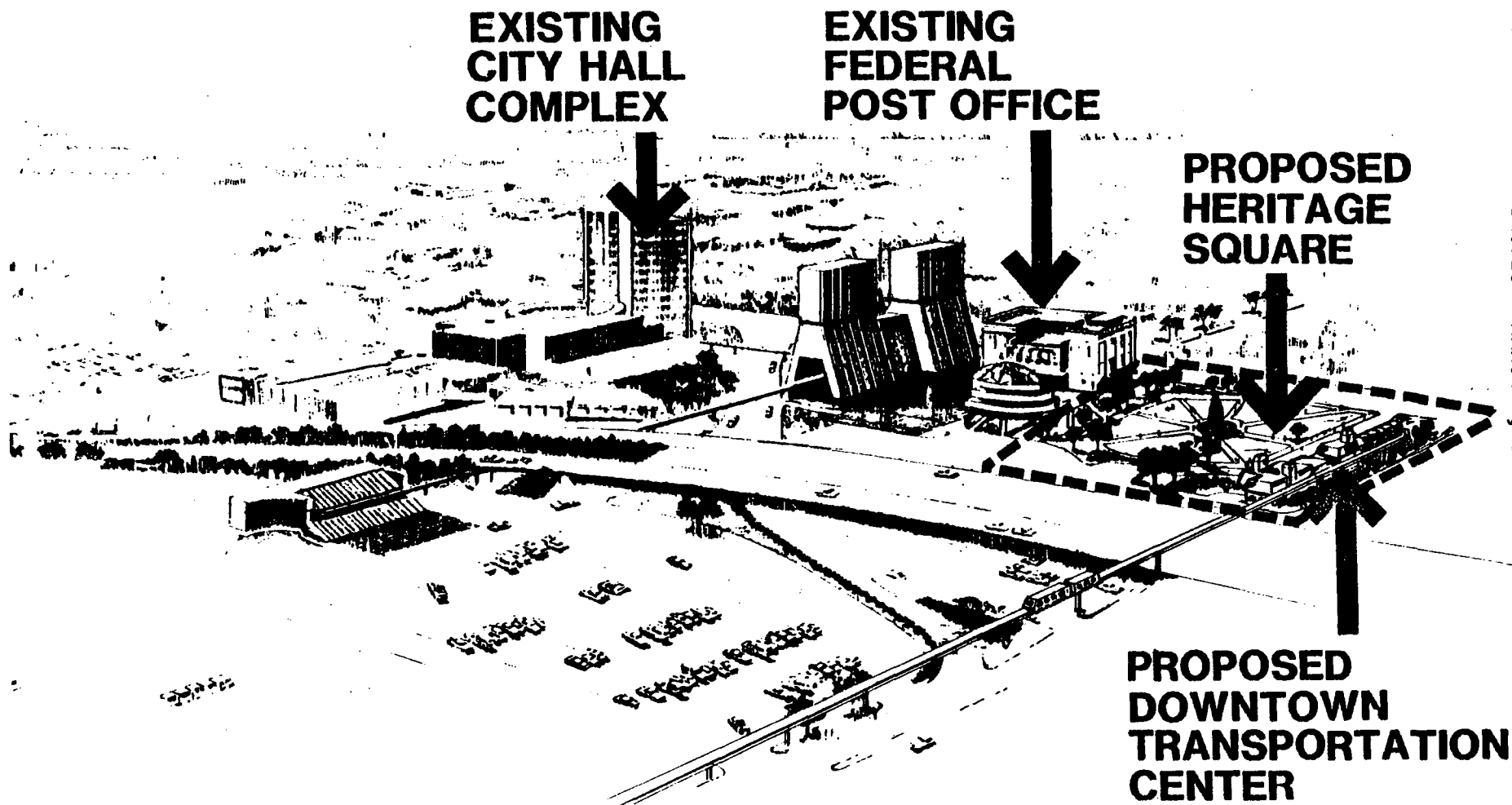
0078

HERITAGE SQUARE CONCEPT

Recent development proposals for this civic plaza area have taken into consideration the uniqueness and historical preservation of this building. The proposed design motif for the Downtown Transportation Center was selected specifically to be compatible with and complimentary to the historic architectural style of this community landmark. The property located between the new transportation center and the post office building is being planned for a heritage square concept. The aerial sketch on the next page illustrates the design sensitivity employed by the City when considering the existing downtown fire station site for an appropriate reuse.

Once the City has successfully acquired the post office property from the federal government, it will proceed in developing a heritage square design theme which will further highlight the historic significance of the building and architecturally integrate this property into the total civic plaza development infrastructure.

The timely acquisition of this property by the City of Las Vegas is essential to the orderly development of the Phase 2 Urban Design Action Plan area. It is imperative the City of Las Vegas be able to aesthetically control any future additions and/or improvements to this crucial property.



RIGHTS-OF-WAY ACQUISITIONS

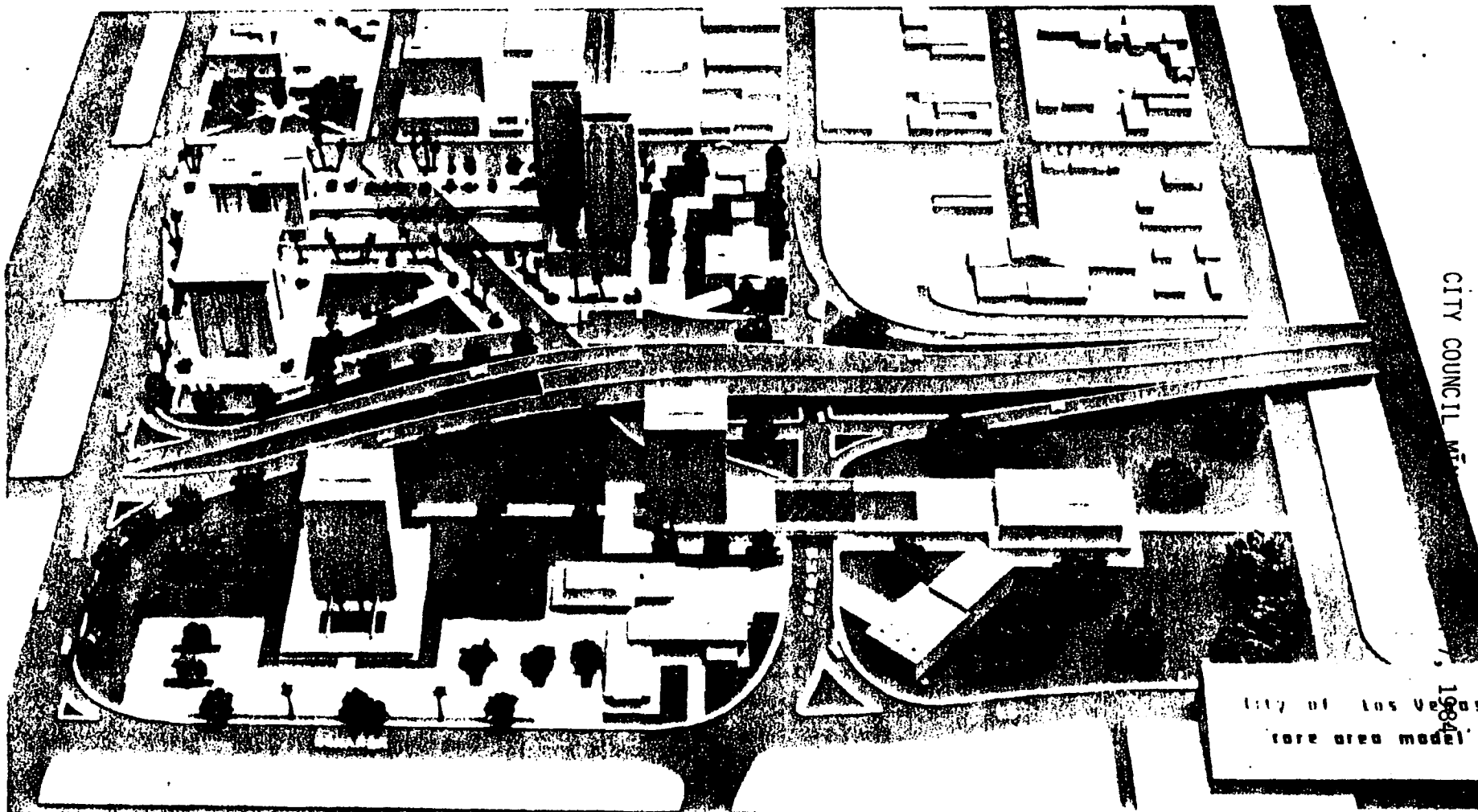
As early as the late 60's, the City of Las Vegas began conceptual design studies for development of the targeted Phase 2 area. Some of these studies such as the model displayed in the photograph to the right were developed in conjunction with design concepts for a new City Hall complex. Subsequently, the existing City Hall facility was completed in 1973 at the northwest corner of Las Vegas Boulevard North and Stewart Avenue.

As illustrated by the photograph of the city core area model, other vital federal acquisitions were, even then, contemplated as necessary for fully integrated civic development in this area. Specifically, as shown on the model photo, the city proposes acquisition of air rights and/or aerial easements over 4th Street extension and a portion of Casino Center Boulevard, both of which remain federally controlled because of their incorporation into the Interstate westbound on-ramp system.

With an expanded civic plaza concept in mind, to date the City of Las Vegas has leased all available freeway land rights-of-way under the Interstate viaduct between Casino Center Boulevard and Las Vegas Boulevard North. The City of Las Vegas participated with the Nevada Department of Transportation in the preparation of the Interstate 515 Freeway Corridor Study. This

multi-use and joint development document indicated the City's desire to lease additional rights-of-way under the viaduct when available. Presently the City is working with the Nevada Department of Transportation to finalize lease arrangements for the area between Las Vegas Boulevard North and Maryland Parkway. The City proposes to develop this right-of-way into a 1,000 car parking facility. This additional downtown parking will be multi-purpose in serving both the immediately adjacent City Hall complex and as overflow parking for major events in the nearby Cashman Field Center.

The ability to span both City and/or State/Federally controlled street rights-of-way in this Phase 2 Urban Design Action Plan area is urgently needed in order to begin developing an integrated plaza concept. The ability to architecturally eliminate these high volume motorways as pedestrian barriers within this civic development area is currently a major objective for the City of Las Vegas. In this regard, the City will be approaching the federal government via the Nevada Department of Transportation to acquire all air rights over the Interstate viaduct structure in this vicinity.



LEGEND _____

 ACQUISITION OF AIR RIGHTS
AND AERIAL EASEMENTS

00823

PHASE 3 of the proposed Downtown Master Development Plan will establish a Comprehensive Action Plan for redevelopment within the central business district. The area included in Phase 3 surrounds both the Phase 1 and Phase 2 target areas and contains approximately 1,448 acres, bounded by Washington Avenue on the north, Maryland Parkway on the east, Charleston Boulevard on the south, and Highland Drive on the west.

A Comprehensive Action Plan will be developed for this area taking into consideration the interrelated planning strategies developed for the Phase 1 and Phase 2 intra-action areas. Also taken into consideration will be the various public and private development concepts previously proposed.

Some of these proposals, including the Fremont Street Mall concepts, emphasize improved pedestrian circulation amenities, while the recent completion of the Cashman Field Center has added significant convention capabilities to the City's downtown area. Private sector developments include Union Pacific's proposal to implement a major hotel/casino and commercial/recreation expansion on their Upland Industries properties tangent to the Union Plaza Hotel/Casino.

Development concepts identified and prioritized within the Phase 1 and Phase 2 action plans will also be included in Phase 3 planning strategies to permit their orderly expansion. The extension of the Phase 1 people-mover system and the continued expansion of the Cashman Field Center are such priorities.

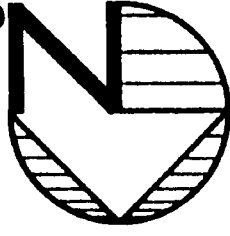
A Comprehensive Action Plan for the Phase 3 area will include a complete inventory and categorization of the existing property, both public and private, and developed and undeveloped. This Phase 3 inventory will be conducted in three categories.

Inventory Category I	Inventory Category II	Inventory Category III
Public Sector Property	Private Sector property	Assessment of public rights-of-way
1. Federal/State property	1. Industrial	1. Improvement of public access infrastructure
2. Municipal property	2. Commercial	2. Off-site enhancement of public/private sector
3. Quasi-public property	3. Residential	properties for higher use development.

The purpose of this comprehensive inventory is to identify properties that either by enhancement of the existing built environment and/or improvement to their public infrastructure would permit enlarged development potential. The aesthetics of the existing buildings will be categorized and recommendations made to encourage owners to upgrade properties so as to achieve the highest and best uses of the physical resources within the central business district.

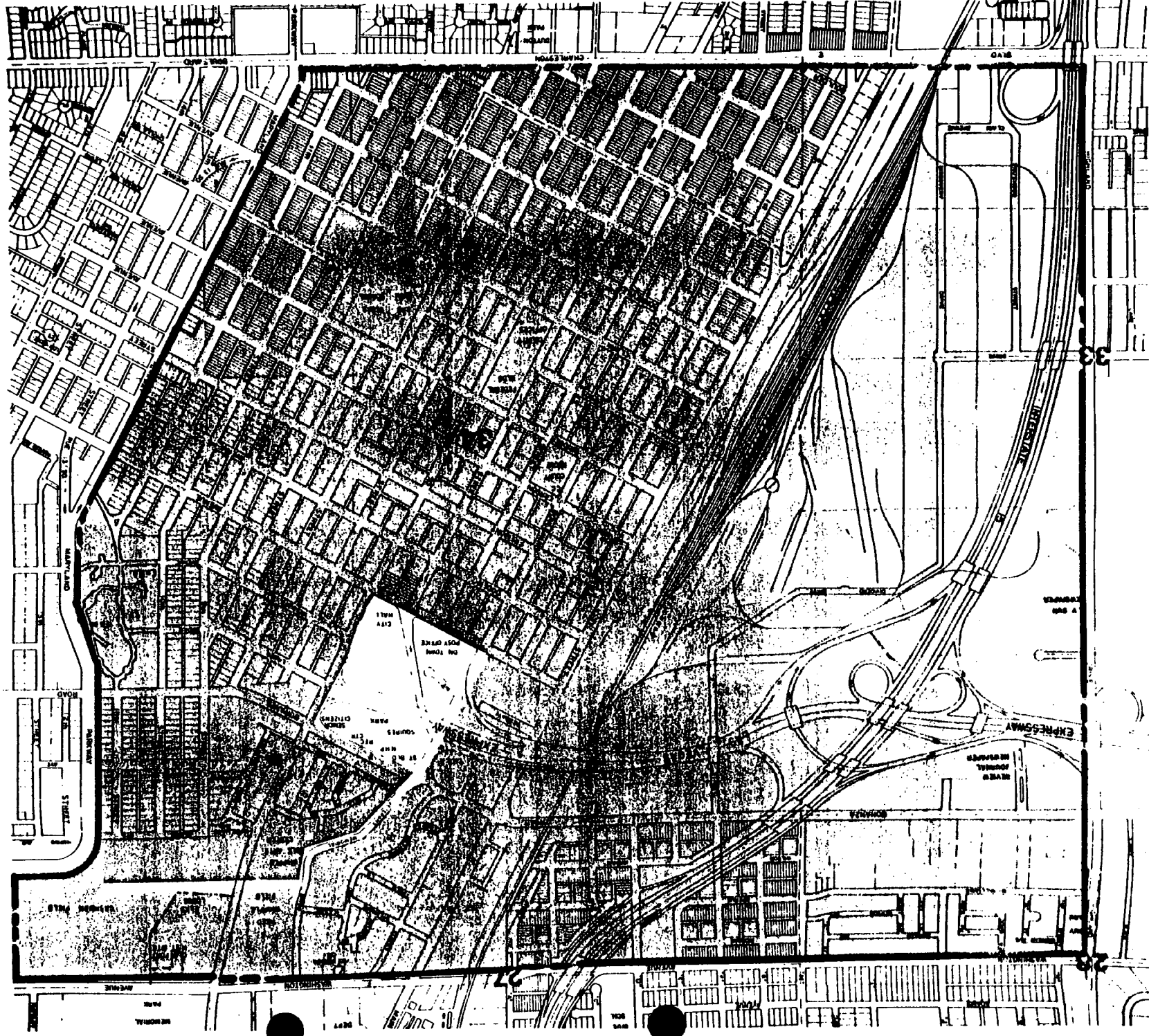
PHASE 3

NORTH



SCALE
0 500 1000
FEET

0084
34



FREMONT STREET MALL

During the past, many discussions have been held between the City and the Downtown Progress Association regarding development of a pedestrian mall on Fremont Street. On occasion even private design consultants were invited to address City staff and members of the Downtown Progress Association regarding such a development.

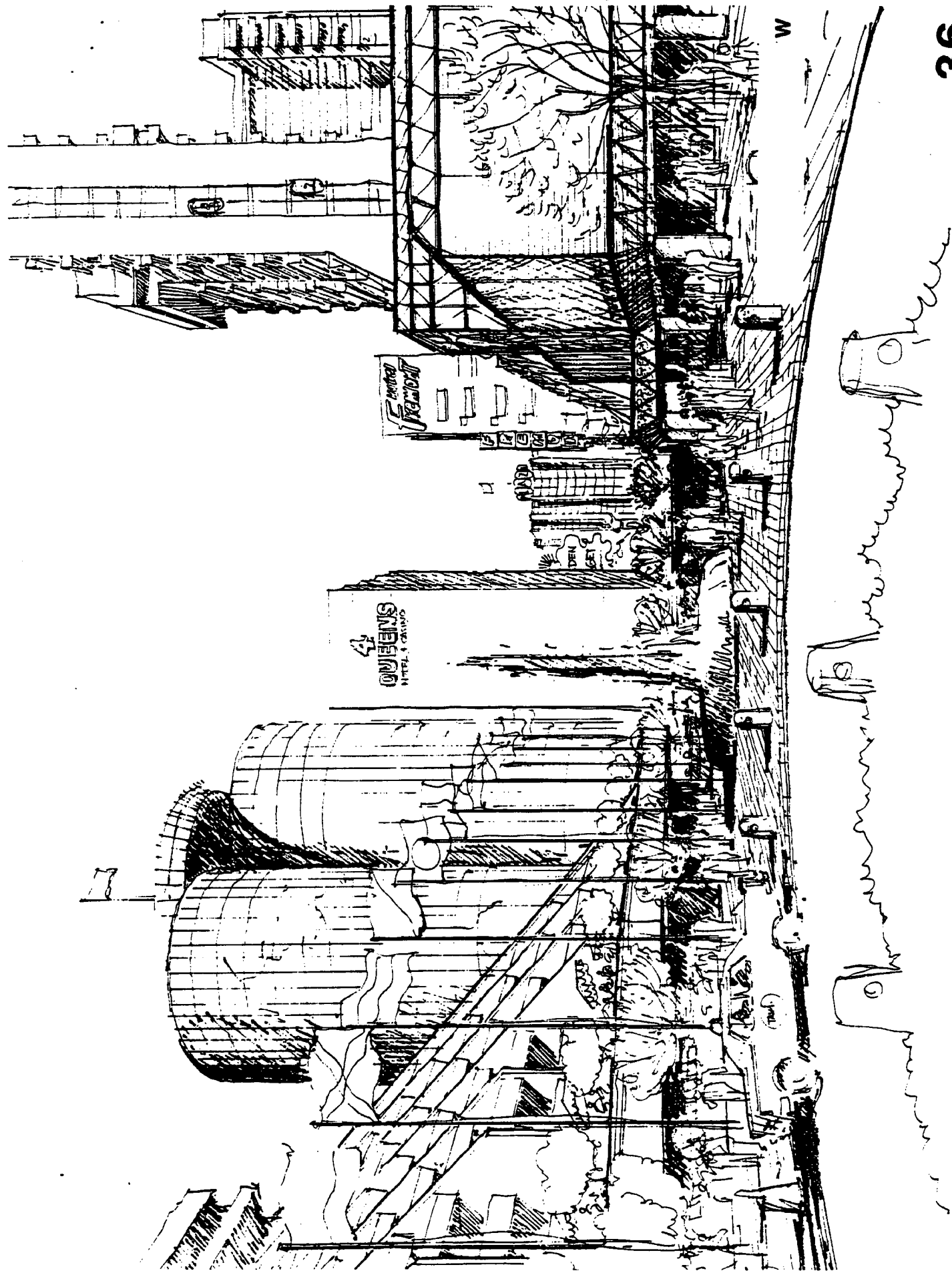
In the mid-1970's two more recent proposals were architecturally illustrated. The first of these proposals was prepared by private consultants for the Downtown Hotel Association. This action plan recommended converting Fremont Street into a full mall, as shown in the artist's sketch view on the next page. This full mall proposal recommended removing all vehicular traffic on Fremont Street within a five block area from Las Vegas Boulevard North to Main Street with pedestrian overpasses on Main Street, Casino Center Boulevard, and 4th Street.

After the full mall proposal was not implemented, the City prepared a Fremont Street Mini-Mall design concept. The six block mini-mall proposed between Main Street and 6th Street will still allow vehicular access on Fremont Street while providing additional amenities for pedestrian movement. The amenities recommended

are illustrated in the legend and related typical blocks shown on pages 37 and 38. These enhanced pedestrian facilities include widened sidewalks, mid-block crosswalks, and urban landscaping. In addition, street furniture including sculptural art objects and freestanding kiosks were recommended. Each kiosk would contain public information relating to community events and activities in the downtown area as well as private sector advertisements for hotel-casino restaurant menus, etc.

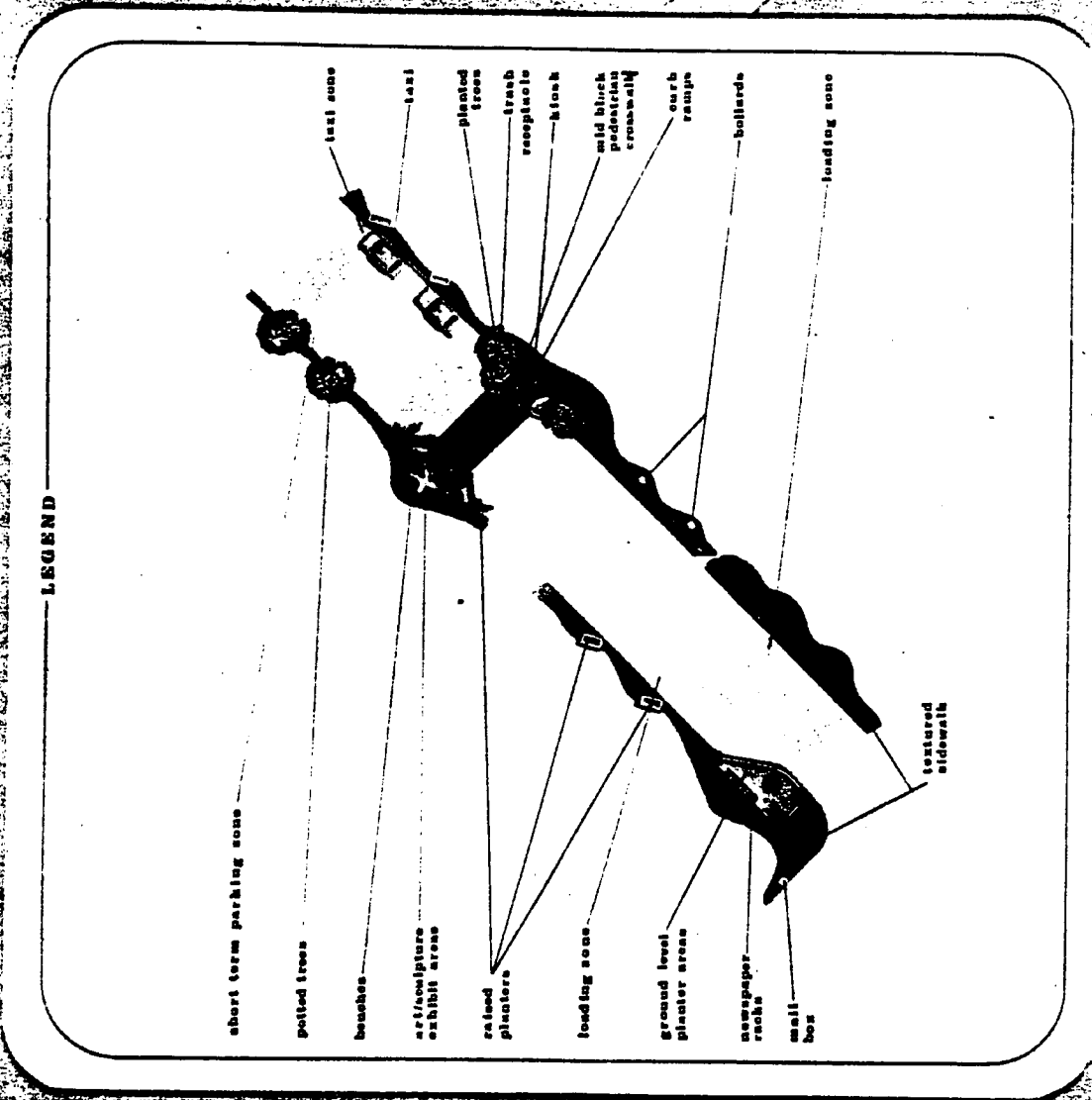
To date, Fremont Street has been reconstructed using a concrete roadbed to eliminate disruption to existing businesses by ongoing maintenance and replacement of the previous asphalt. The design of the Fremont Street reconstruction also took into consideration the eventual pedestrian mall potential allowing for improved surface drainage and installing major irrigation trunks for future urban beautification.

Regardless of the source or the type of mall facilities proposed for Fremont Street, the business community recognizes the need for increased emphasis on pedestrian circulation enhancements in the downtown area. In the Master Development Plan, the City of Las Vegas will once again encourage the civic advantages of such an urban open space proposal.



FREMONT ST. MINI MALL

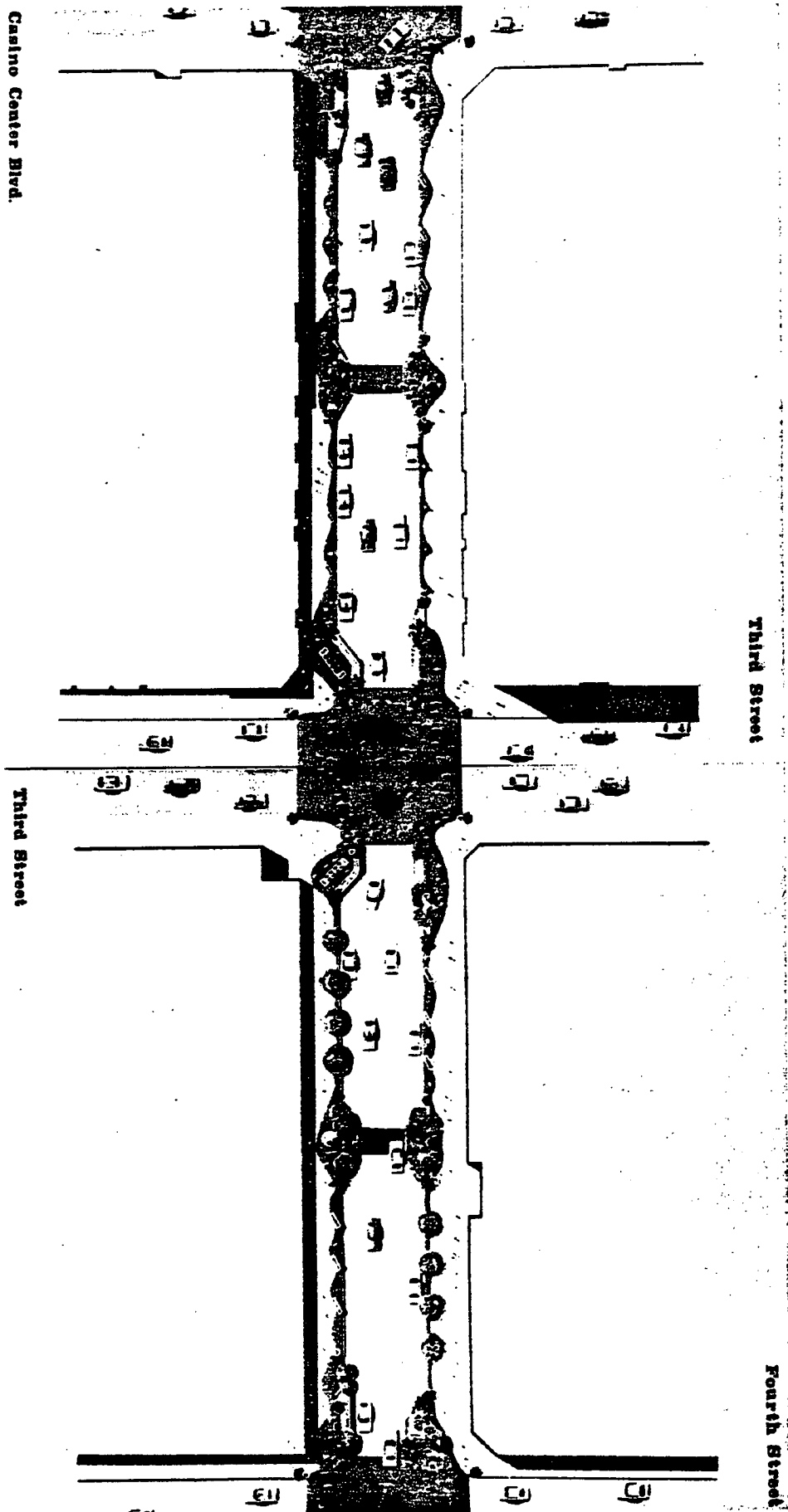
OFFICE ARCHITECTURAL SERVICES AND PROJECT CONTROL



Scale: 1" = 20' north

CITY OF LAS VEGAS

FREMONT STREET MINI-MALL CONCEPT



PROPOSED UPLAND PROPERTIES DEVELOPMENT

The Upland Properties in Downtown Las Vegas are bounded by the Interstate 15 freeway and Highland Drive to the west, U.S. 95 to the north, Main Street and the Union Pacific Railroad tracks to the east, and Charleston Boulevard to the south. The company owns about 320 acres which are currently used by railroad yards, a few industries and the Union Plaza Hotel.

Upland is planning a new land use development program which includes relocation of the railroad yards and two existing industries. The site remains to be cleared and redeveloped.

The principal land use would be hotels and casinos, planning 10,000 new hotel rooms on 100 acres as shown in the site development rendering on the next page. The second major use under consideration is commercial-recreational facilities on 93 acres including a golf course, as illustrated on page 41, an amusement park, as illustrated on page 42, spas, recreational complex for tennis, swimming, racketball, gymnasium, ice skating, restaurants, and a seminar center with environmental amenities.

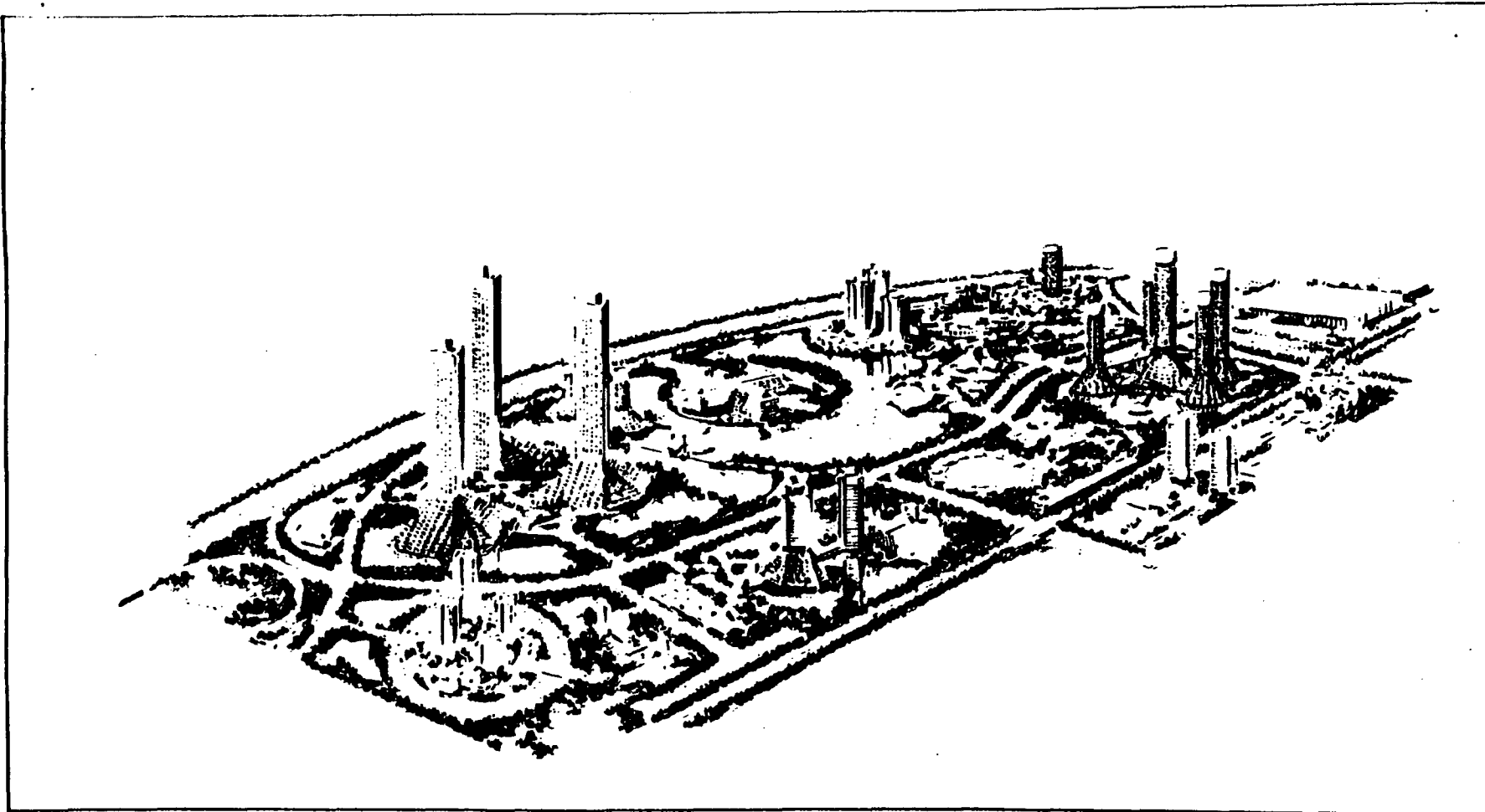
Churches and chapels would occupy 2 acres. Specialty retail stores of 70,000 square feet would be on an additional 2 acres. The major portion of the site will accommodate 242 acres of productive development use.

In addition to the main portion of the site, 13 acres of service industries and support facilities on property between Interstate 15 and Highland, south of U.S. 95 are planned for additional hotel-casino uses, which will fill 5 acres between the railroad and Main Street.

The total program is for 260 acres of new uses. The rest of the property will include railroad main line tracks on 21 acres, street and roadways on 39 acres, to a total of 320 acres of Upland Industries ownership.

A number of highway improvement possibilities have been studied. Some of the traffic problems in the central area can be corrected, and improved access to the Upland properties is being provided.

Reconstruction of the Charleston Boulevard interchange ramps with Interstate 15 has been completed to provide improved accessibility for northbound traffic on the freeway.



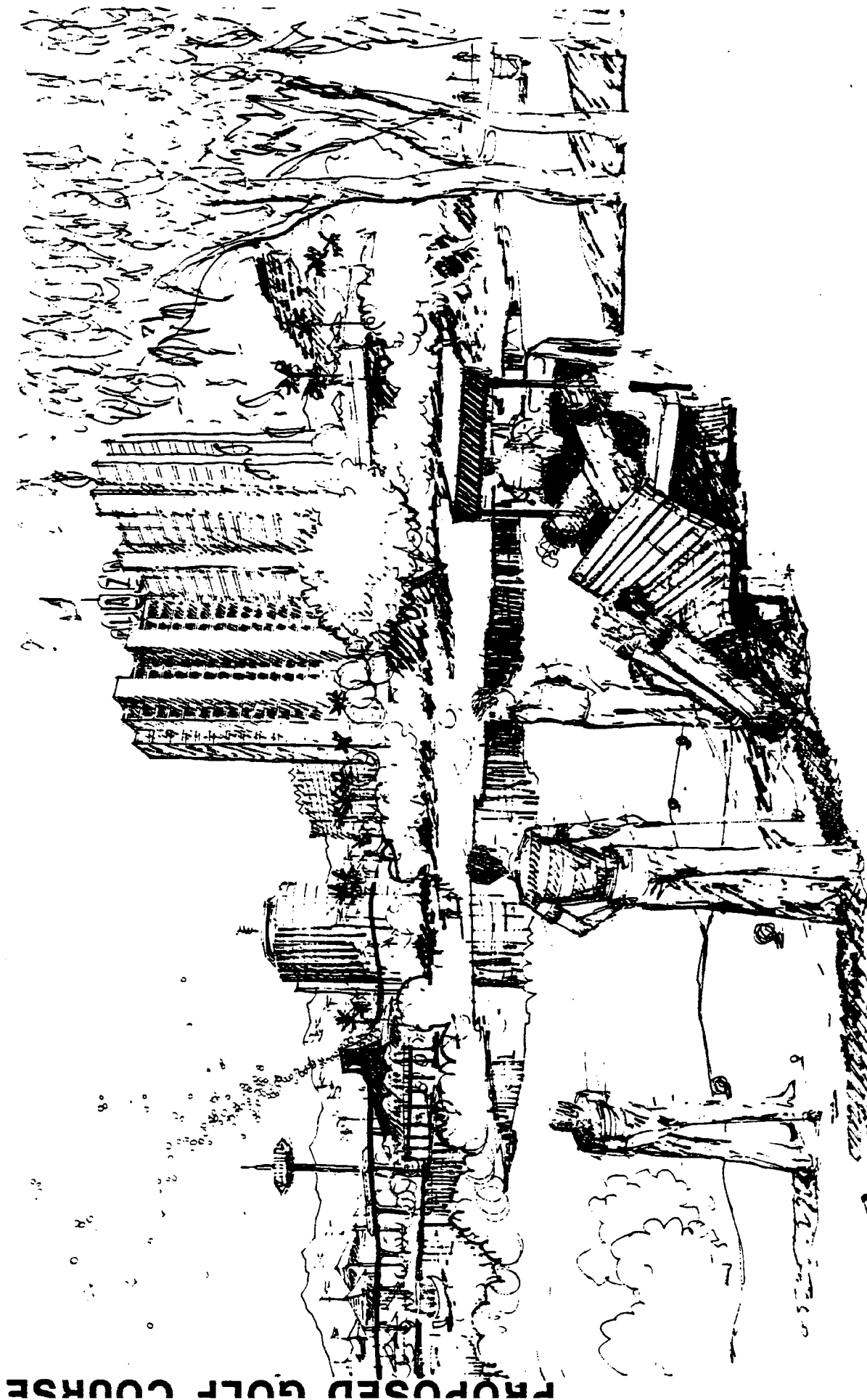
UPLAND INDUSTRIES CORPORATION

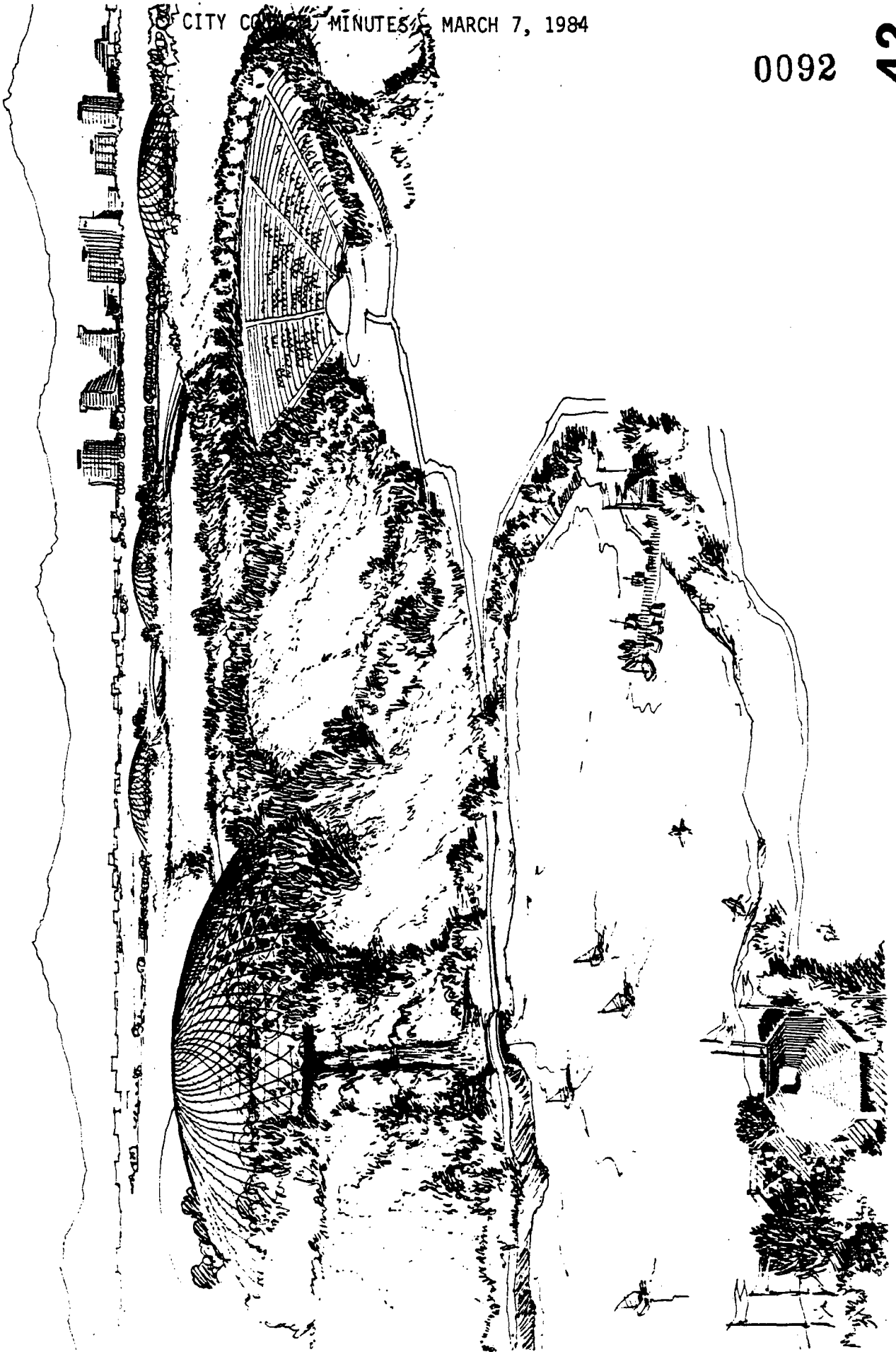
DECEMBER 1977

GRUEN ASSOCIATES

PLANNING

CONSULTANTS





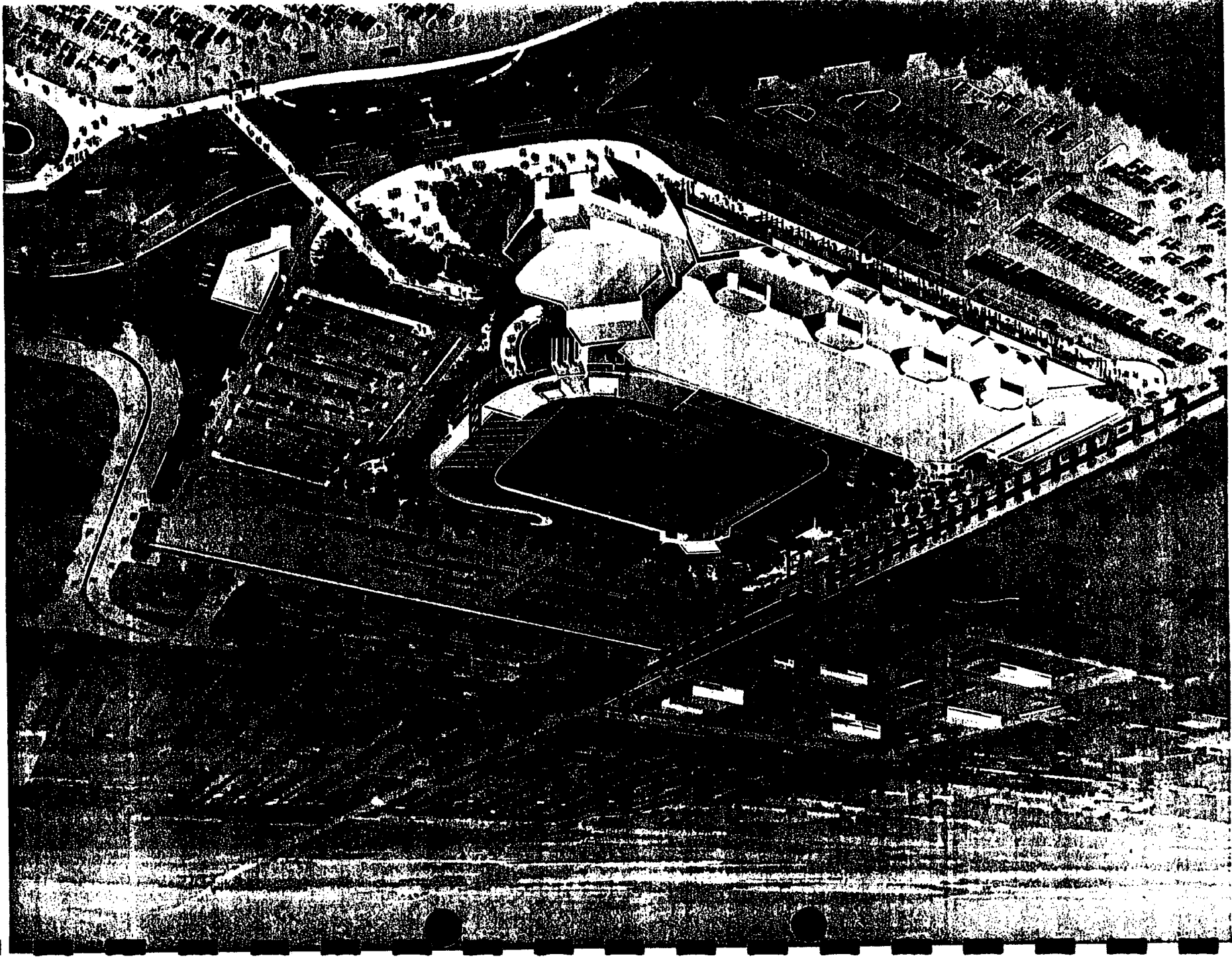
CASHMAN FIELD CENTER

Another high priority to be considered within the urban planning strategies formulated during Phase 3 of the Master Development Plan is the continued future expansion of the Cashman Field Center. This \$26,000,000 major urban design effort began in late 1979 when the City of Las Vegas prepared a preliminary development program and conceptual design plans for a multipurpose sports, cultural and convention complex at the then City owned Cashman Field site. The concept was co-sponsored by the Downtown Progress Association and the City of Las Vegas, and adopted by the Las Vegas Convention and Visitors Authority Board in January, 1980. The City of Las Vegas donated the 45 acre Cashman Field site to the Convention Authority for construction of the present Cashman Field Center complex.

Cashman Field Center currently consists of three integrated multipurpose components. A 10,000 fixed seat outdoor sports arena with outfield grass berms permitting an additional 5,000 blanket seating capacity is today the home of the Las Vegas Stars. The Stars are a AAA Pacific Coast minor league franchise. Their major league baseball affiliation is the San Diego Padres.

The Cashman Field Center also has a 2,000 seat multipurpose auditorium/performing arts theater. This facility can accommodate convention general sessions, new product/automobile shows and a wide variety of other performing arts and cultural events. A 100,000 square foot exhibit hall and related two-story meeting room wing provide the initial convention facilities. Two-thousand five hundred people can occupy these existing meeting room facilities. The space can be divided permitting arrangements from 8 to 16 separated rooms. The largest of these meeting rooms can accommodate approximately 600 persons at one time.

CASHMAN FIELD CENTER RENDERING



EXPANDED CASHMAN FIELD CENTER FACILITIES

The original design plans and the construction recently completed in October, 1983, enable the Cashman Field Stadium to be enlarged from its current 10,000 fixed seats to ultimately 60,000 fixed seats with a dome membrane roof structure covering the entire playing field. Such an improvement would allow Cashman Field to accommodate all major professional sporting events including baseball, football, soccer, etc. This multipurpose stadium component can also hold a wide variety of community events such as fairs, carnivals, circuses, etc.

The current 45 acre site is also master planned to accommodate two more 100,000 square foot exhibit halls. The addition of these exhibit halls, in combination with enclosing the playing field will provide the Cashman Field Center with 500,000 square feet of exhibit space. Additional site area has been designated for expanded meeting room wings and auditorium/theater facilities.

To provide the necessary support area for these expansions, the City currently owns 36 acres immediately tangent to the existing Cashman Field Center site. In Phase 3 of the Downtown Master Development Plan, the City will evaluate the highest and best uses of this surrounding support area in order to further enhance the present success and future expansion of this major activity generator.

In November, 1983, the City of Las Vegas received approval of its application to have the Cashman Field Center designated as a Foreign Trade Zone. Part of Phase 3 Comprehensive Action Plan will be to specifically identify urban design policies which will promote the development of commerce activities in accord with this recent designation.

EXPANDED PEOPLE-MOVER SYSTEM

Other priorities already identified to be accommodated further in the Phase 3 Comprehensive Action Plan is the expansion of the Phase 2 people-mover system. On January 18, 1984, the City of Las Vegas conducted competitive bidding for a 50 year lease of its Carson garage facility located on Carson Avenue between Third Street and Casino Center Boulevard. The Four Queen's Hotel and Casino was awarded the lease of this downtown parking structure. Under specific lease provisions, the City of Las Vegas reserves the right within five years to utilize a portion of the structure for another people-mover station in the central business district.

These lease provisions allow for the expansion of the Cashman Field people-mover system from the proposed transportation center across Fremont Street to this additional station site. The alignment of the proposed future expansion for the people-mover system will be south along City-owned street right-of-way on Casino Center Boulevard. This expansion is illustrated in light blue on the Conceptual Site Plan for the people-mover on page 18. Other people-mover system expansions will be further studied and delineated as part of the Phase 3 Comprehensive Redevelopment Action Plan.

GENERAL TIME SCHEDULE

A general time schedule for completion of the Downtown Master Development Plan, as set forth herein, is as follows:

		INITIATE WORK ELEMENTS	COMPLETE MASTER PLAN PHASE
PHASE 1	A MULTI-MODAL ACTION PLAN FOR DOWNTOWN TRANSPORTATION CENTER/SYSTEMS		
	(A) Downtown Transportation Center	January, 1984	December, 1985*
	(B) Downtown Theme Shuttle System	January, 1984	December, 1985**
	(C) Downtown People-Mover System (Cashman Field Center to proposed Transportation Center)	January, 1984	December, 1986*
PHASE 2	AN URBAN DESIGN ACTION PLAN FOR CIVIC PLAZA DEVELOPMENT		
		July, 1984	July, 1985**
PHASE 3	A COMPREHENSIVE ACTION PLAN FOR REDEVELOPMENT OF CENTRAL BUSINESS DISTRICT		
		July, 1984	July, 1986**

Each of the Downtown Master Development Plan phases will have specific action plan task elements designated. Concurrent work efforts on all Phase 1 projects are organized and monitored using a critical path method of projects scheduling. All three major projects within Phase 1 are scheduled for simultaneous development. The Downtown Master Development Plan Phase 2 and Phase 3 work activities will also be scheduled using the same methodology. An example of the initial Phase 1 Multi-Modal Action Plan schedule is illustrated on the following four pages.

*Completion of facilities within Phase 1 are defined as actual field implementation and/or initiation of operations of proposed projects.

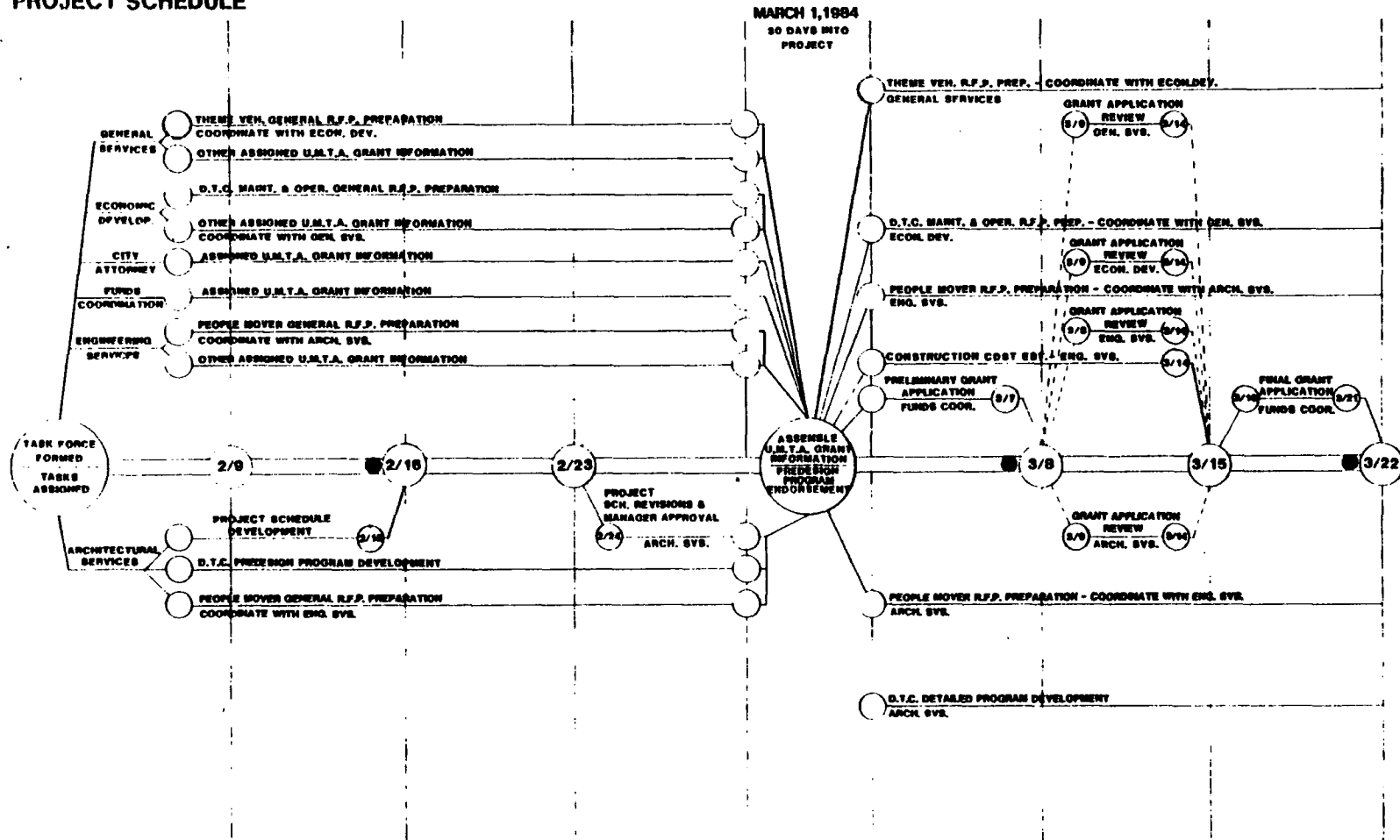
**Completion of Phase 2 and Phase 3 is defined as adoption of urban design development projects policies and programs for future physical implementation and/or initiation of recommended therein.

DOWNTOWN TRANSPORTATION CENTER (D.T.C.) PROJECT SCHEDULE

①

D.T.C. PROJECT SCHEDULE

②



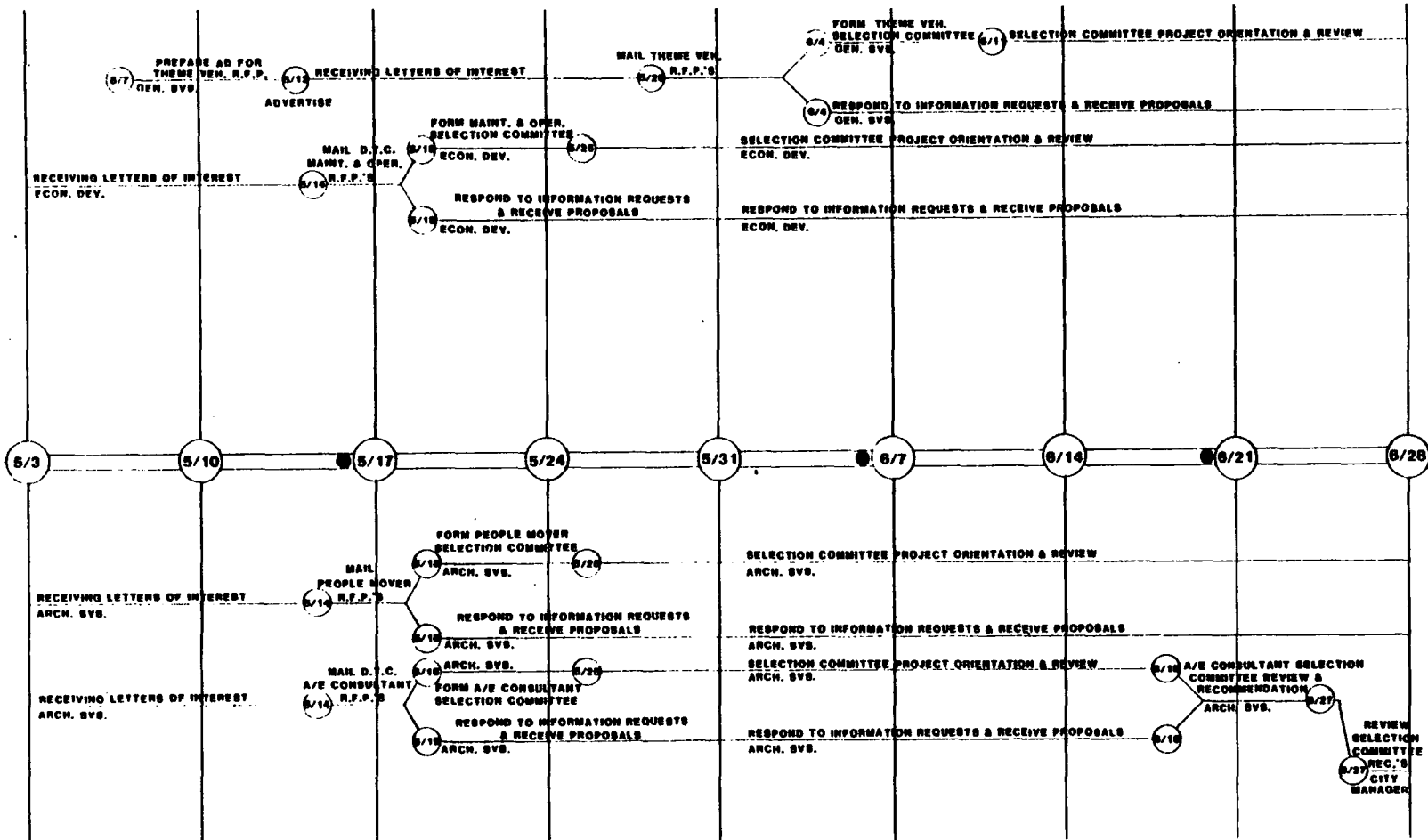
PHASE 1 CRITICAL PATH METHOD PROJECTS SCHEDULE

D.T.C. PROJECT SCHEDULE

5

D.T.C. PROJECT SCHEDULE

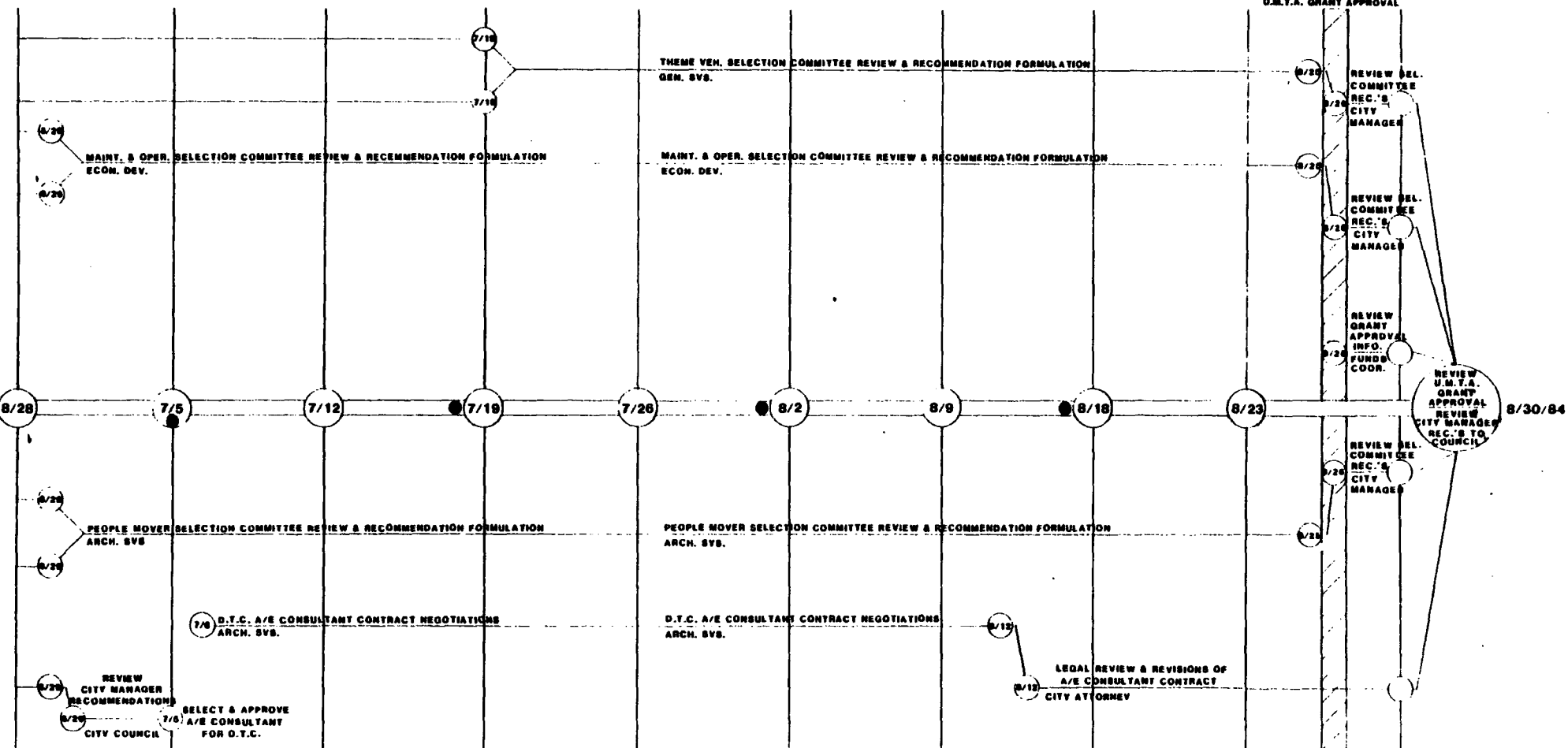
6



D.T.C. PROJECT SCHEDULE

7

D.T.C. PROJECT SCHEDULE



CITY COUNCIL MINUTES - MARCH 7, 1984

PHASE 1 IMPLEMENTATION COSTS AND FUNDING SOURCES

The total estimated costs for implementation of the proposed Downtown Transportation Center and the theme shuttle system is \$2,000,000. Half of this amount will be budgeted to entirely renovate the exterior and interior of the transportation center in accord with the conceptual design plans previously presented. The remaining \$1,000,000 will be used to purchase approximately twelve of the theme shuttle vehicles. The City of Las Vegas is preparing an application to submit to the Urban Mass Transportation Administration for an 80% federal grant for these implementation costs. The remaining 20%, or \$400,000, will be contributed by the City of Las Vegas from the annual revenues generated from the recent lease of its Carson parking garage.

Recently the City of Las Vegas has received several unsolicited proposals from both domestic and international private firms offering to design, construct, and operate the proposed people-mover system to the Cashman Field Center at no cost to the City of Las Vegas.

The estimated initial cost to the private purveyor for this one mile installation is between 12 to 20 million dollars depending on the propulsion technology and guideway structure accepted by the City for implementation. The City of Las Vegas projects a one-way fare on the proposed people-mover system to be approximately \$1.00. With the Cashman Field Center master calendar of events rapidly filling in, plus increased sporting, cultural, and community event activities currently being scheduled, ridership demand from conventioners and spectators is considered to be a substantial revenue source. With a 5,000 persons per hour ridership capacity, as city established design criteria, the system will be able to amortize these initial costs during a long term franchise agreement with the City. The ability for private industry to showcase their people-mover system in a highly visible environment like Las Vegas is also considered to be a significant factor in attracting this high technology improvement to downtown. An additional incentive for the private sector's consideration is the international exposure resulting from the recent Cashman Field Center federal designation as a Foreign Trade Zone. This will provide opportunities for worldwide publicity promoting their people-mover's capabilities.

In mid-1984, the City proposes to advertise for Requests for Proposals to begin implementation of this additional transportation element. The awarded proposal will receive a franchise and related rights of way and aerial easements required to develop and operate a people-mover system within the City of Las Vegas.

PHASE 2 AND PHASE 3 FUNDING SOURCES

As previously mentioned, the City of Las Vegas has recently leased its Carson Avenue parking garage for \$22,000,000. The term of the lease is 50 years with payments of \$440,000 per annum. The City is contemplating also leasing under similar terms its Ogden Avenue parking garage. Lease conditions provide for the lessee to retire any outstanding bonded indebtedness on both of these civic structures. Therefore, the City of Las Vegas will be able to utilize the annual lease payments to borrow additional monies to be used as matching funds for federal/state grants where and when available. In addition, the City of Las Vegas intends to utilize its land ownership resources so as to initiate joint public/private enterprise partnerships as a method for leveraging these public funds. Other private sector proposals will be encouraged to participate in downtown improvements through franchised or leased operating arrangements with the City of Las Vegas. Through continued development progress on the proposed civic plaza, other revenue sources will be generated as leased operations commence.

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QUALITY**

CITY COUNCIL MEETING
MARCH 7, 1984



THE BEGINNING

1905



CREDITS

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OFFICE OF ARCHITECTURAL SERVICES
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Thomas B. Graham, AIA, FASA
Director

Barbara Lindley

Administrative Services

David C. Walliger, AIA, FASA
Chief of Architectural Division

Jeff Jadom

Community Development

Derek H. Johnson

Acting Chief of Architectural Division

Paul Farkas

Chief of Special Services

David Monahan

Special Design Services

Karen Tapken

Assistant

Ron Blug

Chief of Planning Division

Frank To plan

Community Development

Ted Rexing

Acting Chief of Planning Division

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PLANNING INDUSTRIES CORPORATION

Green Associates Planning

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City of Las Vegas

AGENDA DOCUMENTATION

Date: March 1, 1984TO:
The City CouncilFROM:
ASHLEY HALL
CITY MANAGERSUBJECT: DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION CONCERNING A 911 EMERGENCY
TELEPHONE SYSTEM.PURPOSE/BACKGROUND

The Las Vegas Metropolitan Police Department, in conjunction with the development of their new communication center and communication system, has proposed that an enhanced 911 emergency phone system be developed. The costs associated with developing an enhanced 911 system have not been finalized. Michaud-Cooley, Metro's communication consultant, expects to have a completed report detailing the associated costs of the 911 system ready March 8, 1984.

Although the final cost figures are not available, the costs associated with the 911 system will be "substantial" and an unsubstantiated estimate at this time is in excess of \$750,000. (The City of Tucson, Arizona is in the process of developing an enhanced 911 which will cost approximately \$1.4 million.)

From a public perspective, a 911 system is desirable, yet the costs of developing and operating such a system will represent a heavy financial burden upon the City unless a new revenue source can be located.

Given the public's desire for a 911 system and the City's financial situation, it appears that the best and most equitable method of funding a 911 system would be through a telephone surcharge tax voted on by the citizens of Las Vegas.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended by the City Manager that the Resolution before the City Council calling for a public referendum to establish a telephone surcharge tax to fund the construction and operation costs of an enhanced 911 emergency system be approved.

Agenda Item

IV(a) D.

RESOLUTION

WHEREAS, the provision of the most effective, efficient and economical public safety programs is an essential and basic role of municipal government; and

WHEREAS, the City of Las Vegas has consistently placed public safety services, to include police, fire and detention, at the top of its municipal services function; and

WHEREAS, a 911 Emergency Telephone System for Las Vegas has been identified as a potential enhancement of the City's overall public safety program; and

WHEREAS, the potential cost of installing and operating a 911 Emergency Telephone System in Las Vegas may be beyond the present financial ability of the City due to present revenue shortfalls.

NOW, THEREFORE, BE IT RESOLVED that the City of Las Vegas supports the development and operation of a 911 Emergency Telephone System to enhance the City's public safety efforts and to afford greater protection of our residents and visitors; and

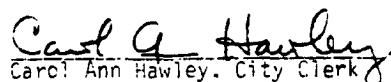
BE IT FURTHER RESOLVED that said emergency system proposal be placed before the citizens of Las Vegas at the earliest possible time for consideration of a telephone surcharge tax to fund the construction and operational costs associated with said system as the most equitable and fair method of providing such a high state of public safety services.

PASSED. APPROVED, AND ADOPTED THIS 7th day of March, 1984.

APPROVED:


WILLIAM H. BRIARE, MAYOR

ATTEST:


Carol Ann Hawley, City Clerk

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - MARCH 7, 1984

RE: IV(a)-D - DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION CONCERNING
A 911 EMERGENCY TELEPHONE SYSTEM

Page 1

- MAYOR BRIARE: Further comments before we go on to Item D? (No response.)
Okay, Mr. Hall.
- CITY MANAGER HALL: Item D, Discussion and Possible Action on a Resolution concerning a 911 Emergency Telephone System. At the present time the Metropolitan Police Department in conjunction with their development of their communication -- their new communication center and system has proposed that an enhanced 911 Emergency Telephone System be developed. The costs associated with developing an enhanced 911 System have not been finalized. Metro's Communication Consultant expects to finalize that within the next day or so. Although the final cost figures are not available, our best estimate at the present time, it would cost the City of Las Vegas in conjunction with the other local entities -- our portion of that would be approximately Three Hundred to Three Hundred and Fifty Thousand Dollars. The City of Tucson, Arizona just -- they're in the final completion stage of their's which cost them 1.4 Million Dollars. From a public perspective, the 911 System is desirable, yet the cost of developing and operating such a system will represent a heavy financial burden upon the City unless a new source of revenue is located and dedicated. Given the public desire for a 911 System and the City's financial situation, it appears that the best and most equitable method of funding a 911 System would be through a telephone sur tax voted on by the citizens of Las Vegas. It is the recommendation of the City Manager that the Resolution attached before the City Council calling for a public referendum to establish a telephone surcharge tax to fund the construction and operation cost of an enhanced 911 Emergency System be approved.
- MAYOR BRIARE: Councilman Nolen?
- COUNCILMAN NOLEN: Yes, Your Honor. I would move that we follow the recommendations of the City Manager in regards to the Resolution in support of the 911 System.
- MAYOR BRIARE: I need to inquire, however, if the -- if you've had any discussions with the County Manager?
- CITY MANAGER HALL: Yes, I have, Mayor.
- MAYOR BRIARE: Are they intending to have a similar -- ?
- CITY MANAGER HALL: I have discussed this with the County Manager, as well as the Manager of North Las Vegas, and the financial concern that each of us have is paramount.
- MAYOR BRIARE: Right. Now, that Seven Hundred plus -- you know, plus or minus -- is that for the total area, or is that just what would be the City of Las Vegas' share?

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - MARCH 7, 1984

RE: IV(a)-D - DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION CONCERNING
A 911 EMERGENCY TELEPHONE SYSTEM

Page 2

CITY MANAGER HALL: No. Once again, the Seven Hundred Thousand plus figure is the best estimate we have.

MAYOR BRIARE: For the entire County, City of Las Vegas, City of North Las Vegas?

CITY MANAGER HALL: Correct. That's the best estimate we have. Some estimates have gone much higher, some have come a bit lower, but that is our best estimate at the present time. Until the consulting firm for Metro files their report which is due tomorrow, we will not know the real financial amount that they might --

COUNCILMAN LEVY: What are we talking about? In other words, what kind of charge would this surcharge be if it was Seven Hundred Thousand?

CITY MANAGER HALL: Well, the concept is it would be a telephone sur tax charge on telephones existing in the metropolitan area.

COUNCILMAN LEVY: What are we talking about?

CITY MANAGER HALL: At the present time, until we --

COUNCILMAN LEVY: Five Dollars per household?

CITY MANAGER HALL: Councilman Levy, until I can see a figure from the Metropolitan Police Department's consultant, I can't tell you.

COUNCILMAN LEVY: Well, if was Seven Hundred, I mean?

CITY MANAGER HALL: The best guess again that's been recommended or related to me is about 20 Cents (20¢) per telephone per month.

COUNCILMAN LEVY: Per telephone, per home, per month?

CITY MANAGER HALL: That was the -- once again, that was the best estimate. Until we get the figures from the consultant, that we can't tell you for sure.

COUNCILMAN LEVY: And then this would be up to the citizens of our community if they decide they want 911 emergency number --

CITY MANAGER HALL: That's correct.

COUNCILMAN LEVY: And that they're willing to pay 20¢ per phone per month, it would be up to them?

CITY MANAGER HALL: That's correct.

MAYOR BRIARE: And that's why it's important --

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - MARCH 7, 1984
RE: IV(a)-D - DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION CONCERNING
A 911 EMERGENCY TELEPHONE SYSTEM

Page 3

- COUNCILMAN CHRISTENSEN: I have one question on the Resolution that bothers me just a little. No where in here does it indicate that if this is placed upon the ballot, that it would have to pass all of the entities because for Las Vegas to have this and North Las Vegas and unincorporated areas of the County to not have it, would be kind of folly. Somewhere in here we should have in the Resolution that all the entities have to pass --
- COUNCILMAN LEVY: Boulder City and Henderson already have it.
- COUNCILMAN NOLEN: Basically, I understand it's a Resolution of support. It's not any affirmative action to put it on the ballot. That -- your concerns could be handled with the ballot issue at that time.
- MAYOR BRIARE: Well, not only that, but I'm certain that if the County were to pass a similar Resolution supporting it and the City of North Las Vegas were to pass a similar one, probably one uniform document would be prepared that would cover all these.
- COUNCILMAN CHRISTENSEN: I understand that, but the Resolution doesn't say that. The Resolution says that "emergency system proposal be placed before the citizens of Las Vegas at the earliest possible time for consideration of a surcharge tax to fund the construction and operational costs" and so forth, which means that if we pass this and endorse it and the other entities don't, that we've said we'll put it on the ballot whether we do or not.
- MAYOR BRIARE: No, we don't want to do that. No, we don't want to do that.
- COUNCILMAN LEVY: No.
- COUNCILMAN CHRISTENSEN: And it doesn't clear that in here.
- COUNCILMAN LURIE: No, the County has to approve all ballot questions anyway to go on the General Election Ballot in November. We should vote for a Resolution supporting the concept and then one Resolution should come back when all the entities support it, and that one question can be put on that it has to pass all the entities for it to become effective.
- COUNCILMAN LEVY: Three entities.
- COUNCILMAN CHRISTENSEN: That's fine. I have no problem with that. I support the 911 Emergency System. I would probably vote for it if it wasn't too expensive and pay the charge, but the Resolution doesn't say that. If you want to pass this Resolution thinking that it might say that, fine, but that isn't what it says. That's the only thing I'm questioning.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - MARCH 7, 1984
RE: IV(a)-D - DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION CONCERNING
A 911 EMERGENCY TELEPHONE SYSTEM

Page 4

- COUNCILMAN LURIE: Maybe we can hold this Resolution until this afternoon and staff could rework it and include.
- COUNCILMAN NOLEN: Or approve it in concept. That's basically what we're doing is approving the concept.
- COUNCILMAN LEVY: I understand where you're coming from.
- COUNCILMAN CHRISTENSEN: Fine. I understand that, as long as you understand that's what you're doing.
- MAYOR BRIARE: Right. I agree with you, Councilman, that perhaps the City Manager would be directed to understand what our feelings are here and then put our feelings into the proper document at some future time. Well, let's just see if we approve this thing in concept. Cast your votes. Post. Motion's approved. Mr. Hall, you know what you have to do on this.

AGENDA*City of Las Vegas*

March 7, 1984

Page 12-A

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

ITEM

Council Action

Department Action

IV(a). ADMINISTRATIVE AGENDA
ASHLEY HALL, CITY MANAGER

:52

- E. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS TO ENDORSE AND SUPPORT EFFORTS TO ENTICE CITICORP TO LOCATE ITS CREDIT CARD FACILITY IN LAS VEGAS.

Addendum No. 1 - See Page 50

Christensen -
Resolution ADOPTED.
Unanimous

Staff to proceed

AGENDA DOCUMENTATION

Date: March 2, 1984

TO:
The City Council

FROM:
ASHLEY HALL
CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS TO ENDORSE AND
SUPPORT EFFORTS TO ENTICE CITICORP TO LOCATE ITS CREDIT CARD FACILITY IN LAS VEGAS.

PURPOSE/BACKGROUND

Citicorp, the largest bank holding company in the United States, has proposed to locate a credit card processing facility in Southern Nevada. The \$8 million, 120,000 square foot facility would use local contractors to construct the building and once in operation, it is expected to employ approximately 1,000 area residents which would provide an additional \$19 million into the local economy.

The facility would diversify our economy and it is desirable because it is a clean, non-polluting industry. Although few oppose the bank card facility, in order to locate in Southern Nevada, Citicorp must also be allowed to establish a bank to tie into the credit card processing operation. There is fear on the part of many existing banking facilities that Citicorp, if allowed in Nevada, will monopolize the banking industry of our state.

According to federal regulations, the Nevada Legislature must "invite" Citicorp through enabling legislation to locate within Nevada. This would require the convening of a special session of the Nevada Legislature.

Citicorp officials have stated that they do not intend to engage in conventional banking practices if they are allowed to locate here, and endorse legislation that will restrict them from soliciting commercial loans and from competing to the detriment of existing banks.

Citicorp's proposal represents a tremendous opportunity for Las Vegas to strengthen and diversify our economic base and could be a giant step forward in the City's effort to convince other business interests that Las Vegas is also a community in which normal business can be conducted.

FISCAL IMPACT

None

RECOMMENDATIONS

The City Manager recommends that the City Council adopt the Resolution endorsing and supporting Citicorp's location of a credit card facility in Las Vegas.

Agenda Item

IV(a) E.

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS
2 TO ENOORSE AND SUPPORT EFFORTS TO ENTICE CITICORP TO
3 LOCATE ITS CREDIT CARD FACILITY IN LAS VEGAS

4 WHEREAS, Citicorp is one of the leading financial institutions in
5 the world; and

6 WHEREAS, Citicorp is searching for a location for its credit card
7 facility in the West; and

8 WHEREAS Citicorp favors Las Vegas; and

9 WHEREAS, Citicorp's presence in our community will enhance the
10 community's business image; and

11 WHEREAS, Citicorp's facility will provide increased business oppor-
12 tunities for existing local businesses; and

13 WHEREAS, Citicorp's facility will provide employment for 1,000 resi-
14 dents of our community; and

15 WHEREAS, Citicorp's annual payroll with fringes will approximate
16 \$19 million; and

17 WHEREAS, Citicorp will use local business for 95% of the construction
18 and furnishing of their facility; and

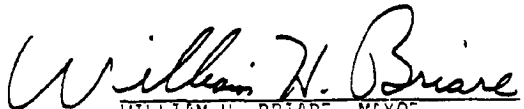
19 WHEREAS, Citicorp has been a strong, active citizen within the
20 communities where it currently has facilities; and

21 WHEREAS, we encourage action which will diversify the Las Vegas
22 economy; and

23 WHEREAS, we encourage action which will insure a favorable decision
24 by Citicorp.

25 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of
26 Las Vegas endorses and supports Citicorp's location of its credit card facility
27 in Las Vegas.

28 PASSED, ADOPTED AND APPROVED this 7th day of March, 1984.

29
30 
31 WILLIAM H. BRIARE, MAYOR

32 ATTEST:


Carol Ann Hawley, City Clerk

AGENDA*City of Las Vegas*

March 7, 1984

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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 \$3,012,678.41
2. Payroll Warrants
In the amount of \$673,470.34
3. Other Warrants and Investments
In the amount of \$5,482,856.09

Lurie -
APPROVED Items 1,
2 and 3.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp *Core*

0117

AGENDA*City of Las Vegas*

March 7, 1984

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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

JAN TAIT, ACTING DIRECTOR

AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)

I. BUDGETED VACANT POSITIONS TO BE FILLED:

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Management Analyst I	Funds Coordination	\$1,542- 1,875	General
Chief, Engineering Design	Engineering Services	\$2,458- 3,042	General

Lurie -
APPROVED as recom-
mended by staff.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Carr

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 28, 1984

TO:
The City CouncilFROM:
MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT:
DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS - AUTHORIZATION TO FILL POSITIONSPURPOSE/BACKGROUND

Of the 1,455 positions in the City's 1983-84 Fiscal Budget, 9.5% (139 positions) are currently vacant.

The staff is recommending the filling of only two (2) critical positions at this time.

The chart below gives you a summary of our current staffing, as well as showing the two (2) requests to fill positions.

STAFFING SUMMARY

	CURRENT STAFFING			REQUESTS TO BE FILLED		
	<u>AUTHORIZED POSITIONS</u>	<u>NUMBER OF EMPLOYEES</u>	<u>VACANCIES</u>	<u>FILL EXISTING VACANCIES</u>	<u>FILL NEW POSITIONS</u>	<u>TOTAL REQUESTED</u>
Appointive	152	138	14	2	0	2
Classified	1148	1090	58	0	0	0
Contract	17	14	3	0	0	0
Elective	9	9	0	0	0	0
Hourly	<u>129</u>	<u>65</u>	<u>64</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	1455	1316	139	2	0	2

FISCAL IMPACT

The vacant and budgeted positions shown above are included in the 1983-'84 budget. There are no additional non-budgeted expenses associated with those positions.

The total dollar savings realized through vacancies thus far in fiscal year 1983-'84 is \$702,269. If the positions that are currently vacant were to remain vacant for the remainder of fiscal year 1983-'84, the estimated total savings for the year would be \$1,163,807.

RECOMMENDATION

Staff recommends the filling of the two (2) positions indicated above.

Agenda Item

IV. (c)

AGENDA

CITY COUNCIL MINUTES - MARCH 7, 1984

0119

City of Las Vegas

March 7, 1984

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

ITEM

Council Action

Department Action

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

10:55

- A. RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE DEPARTMENT OF FUNDS COORDINATION TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR ITS "312" PROGRAM
- B. A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE SUBMISSION OF A PROPOSAL TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO PARTICIPATE IN THE THIRD ROUND OF RENTAL REHABILITATION DEMONSTRATION PROGRAM

Christensen -
ADOPTED Resolutions
A and B.
Unanimous

Staff to proceed

ADOPTED
See Above

Staff to proceed

APPROVED AGENDA ITEM

mp Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 27, 1984

TO:
The City CouncilFROM:
MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE DEPARTMENT OF FUNDS COORDINATION TO
SUBMIT AN APPLICATION TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR ITS "312" PROGRAMPURPOSE/BACKGROUND

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

This program is limited to the HUD-approved Neighborhood Strategy Areas or other targeted sites. It should be noted that the City is responsible for submitting the "312" application on behalf of the property owners.

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

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

FISCAL IMPACT

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

Amount requested: \$250,000.00.

RECOMMENDATIONS

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

Richard B. Blue, Jr.
RICHARD B. BLUE, JR., EXECUTIVE ASSISTANT
TO THE CITY MANAGER

Agenda Item

IV. (d) A.

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

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

8 WHEREAS, the City of Las Vegas is a Community Development Block
9 Grant entitlement city; and

10 WHEREAS, the City of Las Vegas supports and conducts a housing
11 rehabilitation program; and

12 WHEREAS, Community Development Block Grant entitlement cities are
13 eligible to submit proposals.

14 NOW, THEREFORE, BE IT RESOLVED THAT:

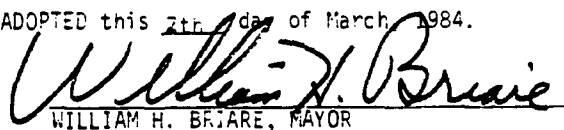
15 1. The Department of Funds Coordination is authorized to prepare
16 and submit a proposal for participation in the Department of Housing and
17 Urban Development, Section "312" Program.

18 2. The Department of Funds Coordination is authorized to coordinate
19 and administer the "312" program in the City of Las Vegas.

20 3. A portion of the City's Community Development Block Grant funds
21 will be used to cover administrative costs associated with the loan program
22 including loan participation, construction and management costs.

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

26 PASSED, APPROVED AND ADOPTED this 7th day of March, 1984.

27 
28 WILLIAM H. BRIARE, MAYOR

29 ATTEST:

30 
31 Carol Ann Hawley, City Clerk
32

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 27, 1984

TO:
The City CouncilFROM:
MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, AUTHORIZING THE SUBMISSION OF A PROPOSAL TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO PARTICIPATE IN THE THIRD ROUND OF THE RENTAL REHABILITATION DEMONSTRATION PROGRAM

PURPOSE/BACKGROUND

The Department of Housing and Urban Development is soliciting proposals from eligible applicants, including entitlement cities such as the City of Las Vegas, to participate in a Rental Rehabilitation Demonstration Program.

This Program is intended to prepare the City for the Rental Rehabilitation Grant Program recently enacted by the Housing, Urban and Rural Recovery Act of 1983. Under the Program, the City would select a target area and rehabilitate rental properties in cooperation with the property owners. Because rehabilitation often involves increased cost on behalf of the property owner, which would then be passed on to the low/moderate income tenant, Section 8 vouchers would be available for each rehabilitated property, thus allowing the rent to remain the same or lower. This will prevent displacement of the low/moderate income tenants.

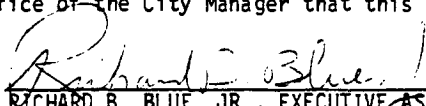
The targeted area for the demonstration program is Census Tract 11, or commonly known as the Meadows Addition. Since there is a \$5,000 per unit ceiling, the City will be able to rehabilitate at least ten units.

FISCAL IMPACT

\$50,000 in Community Development Block Grant funds

RECOMMENDATIONS

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


RICHARD B. BLUE, JR., EXECUTIVE ASSISTANT
TO THE CITY MANAGER

Agenda Item

IV. (d) B.

1 A RESOLUTION OF THE CITY COUNCIL OF THE
2 CITY OF LAS VEGAS, NEVADA, AUTHORIZING
3 THE SUBMISSION OF A PROPOSAL TO THE
4 DEPARTMENT OF HOUSING AND URBAN DEVELOP-
5 MENT TO PARTICIPATE IN THE THIRD ROUND
6 OF THE RENTAL REHABILITATION DEMONSTRATION
7 PROGRAM

8 WHEREAS, the United States Department of Housing and Urban Develop-
9 ment is soliciting proposals from eligible applicants to participate in a
10 Rental Rehabilitation Demonstration Program; and

11 WHEREAS, the City of Las Vegas is a Community Development Block
12 Grant entitlement city; and

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

15 WHEREAS, this demonstration program will prepare the City for
16 the Department of Housing and Urban Development's entitlement Rental
17 Rehabilitation Grant Program enacted by the Housing, Urban and Rural Recovery
18 Act of 1983; and

19 WHEREAS, Community Development Block Grant entitlement cities are
20 encouraged to submit proposals.

21 NOW, THEREFORE, BE IT RESOLVED THAT:

22 1. The Department of Funds Coordination is authorized to prepare
23 and submit a proposal for participation under the Department of Housing and
24 Urban Development's Third Round of the Rental Rehabilitation Demonstration
25 Program.

26 2. The Department of Funds Coordination is authorized to coordinate
27 and administer all elements necessary for developing the Rehabilitation
28 Demonstration Program.

29 3. An allocation of \$50,000 will be made from the City's Community
30 Development Block Grant Program to the rehabilitation demonstration program.

31 4. The amount, mix and type of subsidized financing provided to
32 each project with these resources will be dependent upon the economics of
a specific project and structure of the City's program.

PASSED, APPROVED AND ADOPTED THIS 7th day of March, 1984.

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

William H. Briare
William H. Briare, Mayor

AGENDA

CITY COUNCIL MINUTES - MARCH 7, 1984

0124

City of Las Vegas

March 7, 1984

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

ITEM

Council Action

Department Action

IV (g) DEPARTMENT OF GENERAL SERVICES

DAN R. PILKINGTON, DIRECTOR

***CONSENT AGENDA**

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

PURCHASING & CONTRACTS DIVISION

10:56

***A. AWARD OF BIDS**

1. Nucleus Plaza Light Industrial Facility
Department of Funds Coordination
2. Renovate Building at 300 L.V. Blvd. North
Department of Engineering Services
3. Jaycee Park - Phase II
Department of Engineering Services
4. Parking Meter Advertising
City Manager's Office

***B. PURCHASE ORDER APPROVAL**

1. Replacement of Four (4) Sedans
Department of General Services

Lurie -
APPROVED Items A-1,
A-2, A-3, A-4 and
B-1.
Unanimous

Staff to proceed

APPROVED
See Above

Staff to proceed

APPROVED AGENDA ITEM

mp Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: FEBRUARY 24, 1984

TO:
The City CouncilFROM:
MIKE COOL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - MARCH 7, 1984
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A AWARD OF BIDS

1. <u>BID TITLE:</u>	LIGHT INDUSTRIAL FACILITY FOR NUCLEUS PLAZA	<u>BID NUMBER:</u>	84.0600.1
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$1,100,000.00
<u>DEPARTMENT:</u>	FUNDS COORDINATION	<u>INVITATIONS MAILED:</u>	81
<u>FUNDING:</u>	EDA AND BLOCK GRANT	<u>RESPONSES RECEIVED:</u>	7

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE FOR THE RENOVATION OF CITY OWNED PROPERTY LOCATED AT THE NUCLEUS PLAZA WHICH WILL RESULT IN PROVIDING A LIGHT INDUSTRIAL FACILITY IN SUPPORT OF LOCAL NEIGHBORHOOD BUSINESSES.

BID ABSTRACT SUMMARY

		<u>BASE BID</u>	<u>ADDITIVE A</u>
MARTIN & HARRIS ENTERPRISES	LAS VEGAS NV	\$ 933,893.00	\$11,000.00
EAGLE CONTRACTING	LAS VEGAS NV	\$ 988,260.00	\$ 9,800.00
THE E.P. CORPORATION	LAS VEGAS NV	\$ 983,000.00	\$19,000.00
MEDKA CONSTRUCTION	LAS VEGAS NV	\$ 986,867.00	\$30,000.00
CARSON CONSTRUCTION	LAS VEGAS NV	\$1,039,653.00	\$12,000.00
FOUR RENT	LAS VEGAS NV	\$1,091,000.00	\$10,719.00
RICHARDSON CONSTRUCTION	LAS VEGAS NV	\$1,135,558.00	\$17,000.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

MARTIN & HARRIS ENTERPRISES LAS VEGAS NV \$ 933,893.00 (BASE BID ONLY)

ESTIMATED CONTRACT COMPLETION DATE: OCTOBER, 1984

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE FROM EDA AND BLOCK GRANT FUNDS.

RECOMMENDATIONS

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

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

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

Agenda Item

SECTION A PAGE 1
IV (g)

AGENDA DOCUMENTATION

Date: FEBRUARY 24, 1984

TO: The City Council

FROM: MIKE COOL,
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - MARCH 7, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

2. <u>BID TITLE:</u>	RENOVATE BUILDING AT 300 LAS VEGAS BLVD. N.	<u>BID NUMBER:</u>	84.3550.3
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$318,000.00
<u>DEPARTMENT:</u>	ENGINEERING SERVICES	<u>INVITATIONS MAILED:</u>	58
<u>FUNDING:</u>	REVENUE SHARING	<u>RESPONSES RECEIVED:</u>	4

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO RENOVATE AND PREPARE 300 LAS VEGAS BLVD. NORTH TO RECEIVE THE DIVISION OF GRAPHIC ARTS, CENTRAL STORES SECTION, AND A SATELITE STATION FOR VEHICLE MAINTENANCE.

BID ABSTRACT SUMMARY

C. W. CONSTRUCTION	LAS VEGAS	NV	\$223,920.35
STUDDARD BUILDING	LAS VEGAS	NV	\$297,363.40
TED MULL CONSTRUCTION	LAS VEGAS	NV	\$321,478.00
MARK III CONSTRUCTION	HENDERSON	NV	\$905,662.00

STAFF RECOMMENDS THAT:

THE BID OF C. W. CONSTRUCTION, LAS VEGAS, NV, IN THE AMOUNT OF \$223,920.35 BE REJECTED DUE TO MAJOR PRICING ERRORS IN THE BID AND A SUBSEQUENT REQUEST BY THE BIDDER TO WITHDRAW BASED ON THOSE ERRORS.

THE BID BE AWARDED TO:

STUDDARD BUILDING	LAS VEGAS	NV	\$297,363.40

ESTIMATED CONTRACT COMPLETION DATE: AUGUST, 1984

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE FROM REVENUE SHARING.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 2
IV (g)

AGENDA DOCUMENTATION

Date: FEBRUARY 24, 1984

TO:
The City CouncilFROM:
MIKE COOL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - MARCH 7, 1984
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

3. <u>BID TITLE:</u>	JAYCEE PARK PHASE II	<u>BID NUMBER:</u>	84.3550.5
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$655,000.00
<u>DEPARTMENT:</u>	ENGINEERING SERVICES	<u>INVITATIONS MAILED:</u>	80
<u>FUNDING:</u>	LAS VEGAS CONVENTION AUTHORITY NEVADA STATE DEPT. OF PARKS	<u>RESPONSES RECEIVED:</u>	4
	8B%		
	12%		

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE INCREASED RECREATIONAL FACILITIES AT JAYCEE PARK WHICH ARE PART OF A PHASE DEVELOPMENT FOR UPGRADING THE GROWING NEEDS AT THAT LOCATION.

BID ABSTRACT SUMMARY

COOKE AND KERZETSKI	LAS VEGAS	NV	\$641,168.00
J. R. JACKS TRUCKING	LAS VEGAS	NV	\$650,690.00
MEDKA CONSTRUCTION	LAS VEGAS	NV	\$653,948.75
STEED BROTHERS CONSTRUCTION	LAS VEGAS	NV	\$708,780.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

COOKE AND KERZETSKI	LAS VEGAS	NV	\$641,168.00
	(BID GROUP 1, II AND ADDITIVES	1, 2, AND 3)	

ESTIMATED CONTRACT COMPLETION DATE: AUGUST, 1984

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE FROM LAS VEGAS CONVENTION AND VISITORS AUTHORITY AND STATE OF NEVADA DEPARTMENT OF PARKS GRANTS.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 3
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: FEBRUARY 24, 1984

TO: The City Council

FROM: MIKE COOL,
DEPUTY CITY MANAGERSUBJECT: AGENDA - CITY COUNCIL MEETING - MARCH 7, 1984
IV (g) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF BIDS

4. <u>BID TITLE:</u>	PARKING METER ADVERTISING	<u>BID NUMBER:</u>	84.1230.2
<u>ITEM:</u>	SERVICE	<u>YEARLY REVENUE ESTIMATE:</u>	\$18,000.00
<u>DEPARTMENT:</u>	CITY MANAGER	<u>INVITATIONS MAILED:</u>	8
<u>FUNDING:</u>	REVENUE GENERATING	<u>RESPONSES RECEIVED:</u>	1

NEED FOR PURCHASE

THIS CONTRACT WILL GENERATE \$27.00 PER METER PER YEAR FOR EACH METER THE SUCCESSFUL BIDDER OBTAINS ADVERTISING. THE ACTUAL AMOUNT OF REVENUE GENERATED DEPENDS ON THE NUMBER OF ADVERTISING SPACES SOLD AND WILL FLUCTUATE ACCORDINGLY. A LOW ESTIMATE OF ANNUAL INCOME IS APPROXIMATELY \$13,000.00, AND A HIGH ESTIMATE IS IN THE AREA OF \$27,000.00. THIS CONTRACT WILL REQUIRE VERY LITTLE EFFORT ON THE PART OF THE CITY AND AT THE SAME TIME PROVIDE ADVERTISING SERVICE TO THE DOWNTOWN BUSINESS ESTABLISHMENTS.

BID ABSTRACT SUMMARY

METER MESSAGES, INC.	LOS ANGELES, CA	\$27.00 PER METER PER YEAR

STAFF RECOMMENDATION OF AWARDTHAT THE BID BE AWARDED TO:

METER MESSAGES, INC.	LOS ANGELES, CA	\$27.00 PER METER PER YEAR

FISCAL IMPACT

NOT APPLICABLE - THIS CONTRACT WILL GENERATE APPROXIMATELY \$18,000.00 A YEAR IN REVENUES FOR THE CITY

RECOMMENDATIONS

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

THE CITY MANAGER RECOMMENDS CONSIDERATION OF METERED ADVERTISING AND, IF APPROPRIATE, AWARD CONTRACT.

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

Agenda Item

SECTION A PAGE 4
IV (g)

AGENDA DOCUMENTATION

Date: FEBRUARY 24, 1984

TO: The City Council

FROM: MIKE COOL,
DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - MARCH 7, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. PURCHASE ORDER APPROVAL

1. <u>ITEM:</u>	REPLACEMENT FOUR (4) DOOR SEDANS	<u>PURCHASE REQUEST:</u>	3462-6181
<u>DESCRIPTION:</u>	CAPITAL EQUIPMENT	<u>FUNDING:</u>	VEHICLE SERVICES
<u>DEPARTMENT:</u>	GENERAL SERVICES	<u>ESTIMATE:</u>	\$35,000.00

NEED FOR PURCHASE

RATIFICATION OF ACTION TAKEN BY STAFF TO PURCHASE FOUR (4) EACH SEDANS (PLYMOUTH - GRAN FURY) UNDER THE EXISTING STATE OF NEVADA VEHICLE CONTRACT. THESE VEHICLES ARE NECESSARY TO REPLACE VEHICLES WHICH WILL BE REASSIGNED TO THE GENERAL FLEET OPERATION. THE VEHICLES TO BE REPLACED AVERAGE 125,000 MILES AND WILL BE SOLD AT AUCTION. IT WAS NECESSARY TO PLACE THE ORDER PRIOR TO MARCH 7, 1984 DUE TO THE SHUTDOWN OF THE PRODUCTION LINE ON FEBRUARY 29, 1984.

STAFF RECOMMENDATION

FOR PURCHASE ORDER RATIFICATION

NEVADA STATE PURCHASING	CARSON CITY	NV	\$34,251.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-B4. FUNDS ARE AVAILABLE IN THE VEHICLE SERVICES FUND.

RECOMMENDATIONS

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

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


Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 1
IV (g)

AGENDA*City of Las Vegas*March 7, 1984
Page 17CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

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

All matters listed under Items A, B, C, D, and E, 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.

10:57

*A APPROVAL OF SUBDIVISION MAPS

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

1. Lewis Homes - Stonegate #3. (Revised) (Lewis Homes of Nevada, property generally located at the northwest corner of Alta Drive and Rainbow Blvd., No. of acres: 17.5, No. of lots: 75, Zoned R-1)
2. Cimarron Heights No. 2. (American Asphalt, property generally located on the west side of Cimarron Rd., north of Alta Drive, No. of acres: 5.0, No. of lots: 36, Zoned R-CL)
3. Woodbury Medical Center Commercial Condominiums. (California Federal Savings & Loan, property generally located on the northwest corner of Charleston Blvd. and Sacramento Drive, No. of acres: 3.2, No. of lots: 35, Zoned PR)

APPROVED AGENDA ITEM



Lurie -
APPROVED Items A,
B, C, D and E as
recommended.
Unanimous

Staff to proceed

AGENDA*City of Las Vegas*March 7, 1984
Page 18CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

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

*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

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

1. Lewis Homes - Stonegate #1. (Lewis Homes of Nevada, property generally located on the northeast corner of Alta Drive and Rainbow Blvd., No. of acres: 6.8, No. of lots: 32, Zoned R-1)

2. Lewis Homes - Sahara #11. (Lewis Homes of Nevada, property generally located east of Torrey Pines Dr., south of O'Bannon Rd., No. of acres: 7.0, No. of lots: 30, Zoned R-1)

3. Lewis Homes - Rainbow Park #2. (Lewis Homes of Nevada, property generally located south of Vegas Drive, west of the Oran K. Gragson Expressway, No. of acres: 3.9, No. of lots: 18, Zoned R-1)

4. Cedar Creek Park #4. (Metropolitan Development, property generally located south of Bonanza Rd., east of Marion Dr., No. of acres: 4.8, No. of lots: 39, Zoned R-CL)

5. Valley West VIII, Unit 3. (Bailey & McGah, property generally located south of Charleston Blvd., west of Merialdo Lane, No. of acres: 13.8, No. of lots: 55, Zoned R-1)

APPROVED RESOLVED ITEM



Lurie -
APPROVED Items A,
B, C, D and E as
recommended.
Unanimous

Staff to proceed

CITY OF LAS VEGAS

Date

0132

INTER-OFFICE MEMORANDUM

June 11, 1984

TO:

CITY CLERK

FROM:

ENGINEERING SERVICES

SUBJECT:

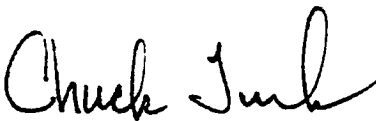
RELEASE OF SUBDIVISION BOND

COPIES TO:

CHUCK TURK

On March 7, 1984 the City Council accepted the improvements for LEWIS HOMES STONEGATE #1 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Engineering Services.

It is recommended that the Cash Deposit Agreement with First Interstate Bank of Nevada be released to the subdivider.



CHUCK TURK

for
C. E. GILPIN, DIRECTOR
Department of Engineering Services

CEG:CT:bc

RECEIVED
JUN 15 12:40 PM '84
CITY CLERK

CITY OF LAS VEGAS

Date

0133

INTER-OFFICE MEMORANDUM

April 11, 1984

TO:

CITY CLERK

FROM:

ENGINEERING SERVICES

SUBJECT:

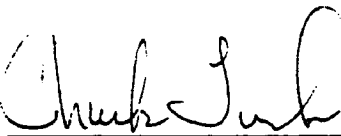
RELEASE OF SUBDIVISION BOND

COPIES TO:

CHUCK TURK

On March 7, 1984 the City Council accepted the improvements for Lewis Homes - Sahara No. 11 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Engineering Services.

It is recommended that the Surety Bond (#4486243) with Safeco Insurance Company be released to the subdivider.



CHUCK TURK

for

C. E. GILPIN, DIRECTOR
Department of Engineering Services

CEG:CT:bc

INTER-OFFICE MEMORANDUM

June 11, 1984

TO:

CITY CLERK

FROM:

ENGINEERING SERVICES

SUBJECT:

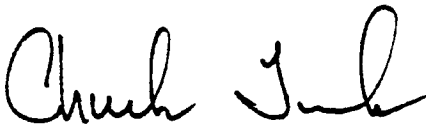
RELEASE OF SUBDIVISION BOND

COPIES TO:

CHUCK TURK

On March 7, 1984 the City Council accepted the improvements for LEWIS HOMES - RAINBOW PARK 2 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Engineering Services.

It is recommended that the Cash Deposit Agreement with The Colwell Company be released to the subdivider.



CHUCK TURK

for

C. E. GILPIN, DIRECTOR
Department of Engineering Services

CEG:CT:bc

RECEIVED
JUN 15 12 01 PM '84
CITY CLERK

INTER-OFFICE MEMORANDUM

March 9, 1984

TO:

CITY CLERK

FROM:

ENGINEERING SERVICES

SUBJECT:

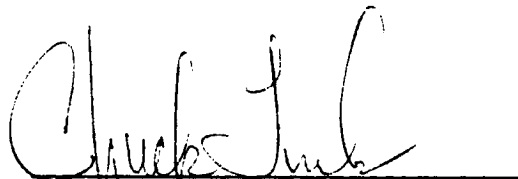
RELEASE OF SUBDIVISION BOND

COPIES TO:

CHUCK TURK

On March 7, 1984 the City Council accepted the improvements for VALLEY WEST VIII - UNIT 3 subject to the completion of the improvement correction list items for this subdivision. Please be notified that these items have now been completed to the satisfaction of the Department of Engineering Services.

It is recommended that the SURETY BOND (#SC6397347) with AMERICAN INSURANCE COMPANY be released to the subdivider.



CHUCK TURK

for

C. E. GILPIN, DIRECTOR
Department of Engineering Services

CEG:CT:bc

AGENDA*City of Las Vegas*March 7, 1984
Page 19CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)*C. RELEASE OF BOND

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

1. Location: 131 N. 9th St.
Use: Curb and gutter, sidewalk
Builder: Diamond Printing
Surety Co.: None (Cash Bond)
Amount: \$600.00
Bond No.: CLV 51-77

Lurie -
APPROVED Items A,
B, C, D and E as
recommended.
Unanimous

Staff to proceed

*D. RELEASE OF CONTRACT RETENTION

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

1. Bid No.: 83.3550.5
Contractor: Empire Construction Co.
For: Ogden Ave. and City Hall Parking Garage Repairs
Notice of Completion: February 3, 1984
Release Date: March 9, 1984

Lurie -
APPROVED Items A,
B, C, D and E as
recommended.
Unanimous

Clerk to notify
and Staff to
proceed*E. ACCEPTANCE OF RIGHT OF WAY ITEMS

1. Grant Deed
From: Chism Homes, Inc.,
a Nevada Corporation
To: City of Las Vegas
For: Portion of SE-1/4,
Sec. 23, T20S, R60E
Lake Mead Blvd.
(2/15/84)

APPROVED



Lurie -
APPROVED Items A,
B, C, D and E as
recommended.
Unanimous

Staff to proceed

AGENDA*City of Las Vegas*

March 7, 1984

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

2. Dedication

From: City of Las Vegas, a
Municipal Corpora-
tion
To: The Public
For: Portion of SW-1/4,
Sec. 23, T20S,
R60E
Lake Mead Blvd.

3. Grant Deed
From:

Milton Richard Crane
and Edna Rose Crane,
Co-Trustees for the
Milton Richard Crane
and Edna Rose Crane
Living Trust, as to
an undivided 1/2
interest and Julius
L. Nyrin, a married
man, as to an un-
divided 1/2 interest
To: City of Las Vegas
For: Portion of SW-1/4,
Sec. 21, T20S, R61E
Lake Mead Blvd.
(1/9/84)

4. Right of Way Application to the U.S.
Department of Interior, Bureau of Land
Management for the south 50' of the
SW-1/4, SE-1/4, Sec. 14, T20S, R62E and
the south 50' of the SE-1/4, SW-1/4,
Sec. 14, T20S, R62E. Access to the new
Police Training Facility.

APPROVED ASSOCIATE DEPT



Lurie -
APPROVED Items A,
B, C, D and E as
recommended.
Unanimous

Staff to proceed

AGENDA*City of Las Vegas*

March 7, 1984

Page 21

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

ITEM	Council Action	Department Action
IV (i). DEPARTMENT OF ENGINEERING SERVICES (Continued)		
10:57 F. APPROVAL OF TRAFFIC AND PARKING ITEMS		
Traffic and Parking Commission recommends approval of the following items:		
Resolutions to amend Title XI (Traffic) of the City of Las Vegas Municipal Code as follows:		
1. Request by Jeffrey Ian Shaner for limited parking on South Sixth Street between Gass Avenue and Garces Avenue.	Lurie - APPROVED Items 1 and 2, subject to conditions. Unanimous	Staff to proceed
2. Request by Phillip S. Aurbach for limited parking at South Sixth Street and Garces Avenue.		
10:58 G. REPORTS/ACTION		
1. Request from Southern Nevada Memorial Hospital for an Encroachment Agreement at the southeast corner of Hastings Ave. and Tonopah St.	Lurie - APPROVED Items 1, 2, 3, 4, 5, 6, 7, and 8 as recommended. Unanimous	Staff to proceed
2. Request from Brown & Co. and M. J. Wiens Family Trust for an Encroachment Agreement on Oakey Blvd. and Las Vegas Blvd. So.	APPROVED See Above	Staff to proceed
3. Request from Metropolitan Development for an Encroachment Agreement on Dalegrove Drive, south of Gowan Rd., west of Dalecrest Drive.	APPROVED See Above	Staff to proceed

APPROVED AGENDA ITEM



AGENDA DOCUMENTATION

Date: February 28, 1984

TO:
The City Council

FROM:
DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST BY JEFFREY IAN SHANER FOR TIME LIMITED PARKING ON SOUTH SIXTH STREET
BETWEEN GASS AVENUE AND GARCES AVENUE

PURPOSE/BACKGROUND

A request (see attached letter) was received from Jeffrey Ian Shaner, Ltd. for two hour time limited parking on South Sixth Street from Gass Avenue to Garces Avenue.

The area is in a state of transition from residential uses to office and business which creates a conflict in parking demands. The residential properties typically want unrestricted parking, while the businesses need time-limited parking to create turnover. Most of this block is either offices or other commercial buildings, with a few residences. Presently on-street parking is unrestricted on both sides of South Sixth Street from Gass Avenue to Garces Avenue.

A public hearing was conducted by the Traffic and Parking Commission at its regular meeting of February 23, 1984. Notices of the hearing were sent to nine property owners of record who may be affected by the change. The notice said that no response would be assumed to be affirmative. There were nine notices sent. There were four responses received in favor, none against.

At the meeting, Patti Farmer of 702 South Sixth Street requested that the two hour time limited parking not be implemented.

FISCAL IMPACT

None. As a condition of approval, the applicant shall reimburse the City of Las Vegas the costs of installation of the two hour time limited parking signs. The cost shall not exceed \$450.

RECOMMENDATIONS

The Traffic and Parking Commission recommends:

- a) Approval of the two hour time limited parking on both sides of South Sixth Street from Gass Avenue to Garces Avenue, except at 702 South Sixth Street, Monday through Friday, 9:00 A.M. to 5:00 P.M.
- b) Subject to the condition that the applicant pay for the costs of installation.
- c) That the City Council authorize the Mayor to sign the Resolution.

The Engineering staff concurs.



C. E. GILPIN
Director of Engineering Services

Agenda Item 3-7-84

IV (i) F. 1.

JEFFREY IAN SHANER
PATRICIA A. TRENT

LAW OFFICES
JEFFREY IAN SHANER, LTD.
715 SOUTH SIXTH STREET
LAS VEGAS, NEVADA 89101

AREA CODE 702
TELEPHONE 382-2560

February 2, 1984

HAND DELIVER

TRAFFIC & PARKING COMMISSION
400 East Stewart Avenue
Las Vegas, Nevada 89101

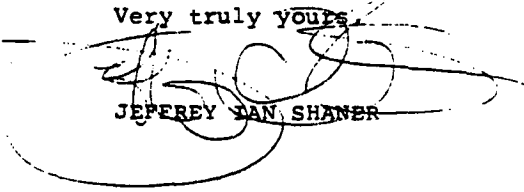
Re: 2-Hour Parking Signs

Gentlemen:

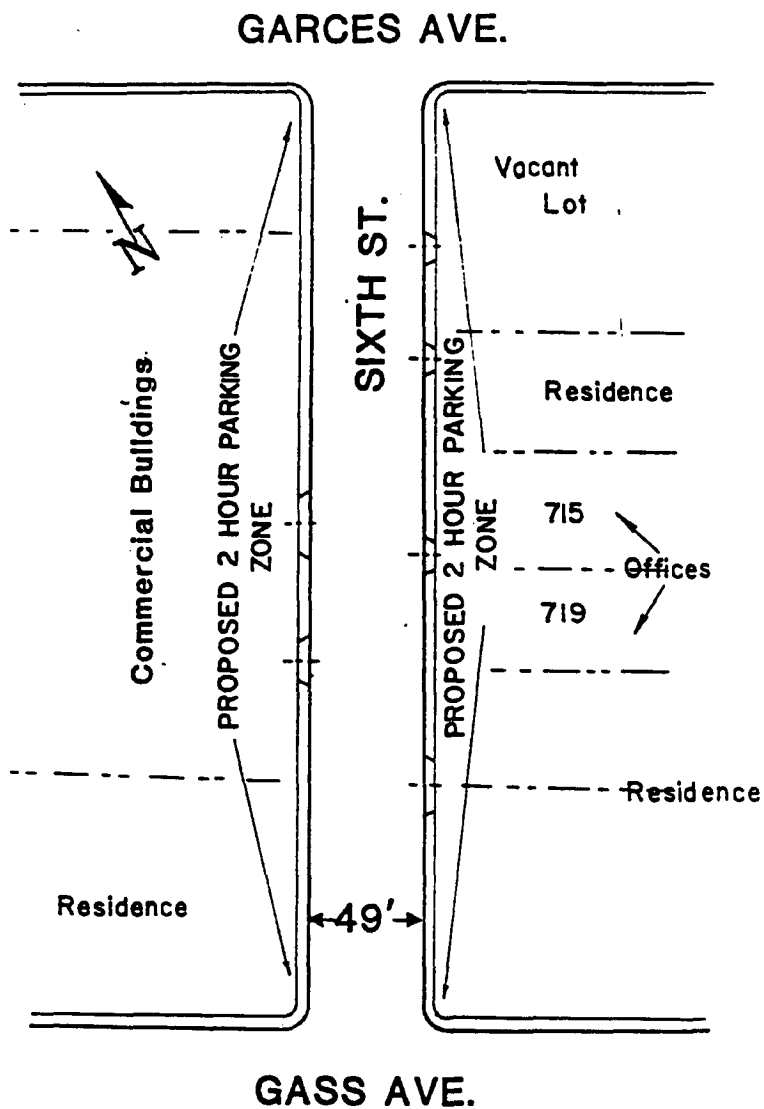
The purpose of this letter is to file a written notice before the Commission requesting that you post two (2) hour parking signs on South Sixth Street between Cass and Garces Streets, between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday. This request has been necessitated due to the excess all-day parking which has been generated from the Social Security building and the Federal office building located directly behind my office buildings on South Sixth Street.

Would you please be so kind as to place this request on the February 23rd agenda. Your prompt attention and consideration to this matter would be most sincerely appreciated.

Very truly yours,


JEFFREY IAN SHANER

JIS:cb



PROPOSED 2 HOUR PARKING ZONE

R E S O L U T I O N

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 Traffic and Parking Commission and the Traffic Engineer that the following additions and corrections be made in said schedules; and

NOW, THEREFORE, be it resolved by the 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:

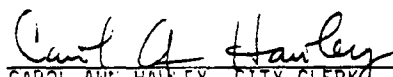
Schedule 17-VI, be amended to include the following as a two (2) hour parking zone:

<u>Location</u>	<u>Zone</u>	<u>From</u>	<u>To</u>	<u>Side</u>
Sixth Street	2 hrs	Gass Avenue (except at 702 South Sixth Street)	Garces Avenue	Both
Sixth Street	2 hrs	520 South Sixth Street		East (Sixth Street) North (Garces Avenue)

PASSED, ADOPTED AND APPROVED THIS 7th day of
March 1984.



WILLIAM H. BRIARE, MAYOR
BY: RON LURIE, MAYOR PRO-TEM



CAROL ANN HAWLEY, CITY CLERK

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 24, 1984

TO:
The City CouncilFROM:
DON J. SAYLOR,
DEPUTY CITY MANAGERSUBJECT: REQUEST BY PHILLIP S. AURBACH FOR TIME LIMITED PARKING AT
SOUTH SIXTH STREET AND GARCES AVENUEPURPOSE/BACKGROUND

A request (see attached letter) was received from Phillip S. Aurbach of the law firm Colucci, Minagil, and Aurbach, Ltd. located at 629 South Sixth Street for two-hour time limited parking at the same address. The office is located on the northeast corner of South Sixth Street and Garces Avenue.

This area is in a state of transition from residential to office uses. This creates a conflict in parking demands, because residents usually want unrestricted parking, while offices need time-limited parking to create turn-over in parking. There is an existing two hour time limited parking zone on the west side of South Sixth Street from Garces Avenue to Bonneville Avenue. On-street parking is unrestricted on the east side of South Sixth Street, which is mainly residential.

A public hearing was conducted by the Traffic and Parking Commission at its regular meeting of February 23, 1984. Notices of this public hearing were sent to 13 property owners of record. The notices said that no response would be assumed to be affirmative. There were three responses received in favor, and four responses against the request.

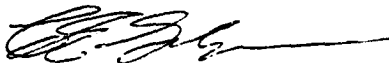
FISCAL IMPACT

None. As a condition of approval, the applicant shall reimburse the City of Las Vegas the costs of installation of the two hour time limited parking signs. The estimated cost is \$165.

RECOMMENDATIONS

The Traffic and Parking Commission recommends:

- a.) approval of the two hour time limited parking at 629 South Sixth Street, Monday through Friday, 9:00 a.m. to 5:00 p.m.
 - b.) subject to the condition that the applicant pay for the costs of installation
 - c.) that the City Council authorize the Mayor to sign the Resolution.
- The engineering staff concurs.



C. E. GILPIN
Director of Engineering Services

COLUCCI, MINAGIL & AURBACH, LTD.

CARMINE J. COLUCCI
STEPHEN R. MINAGIL
PHILLIP S. AURBACH

ATTORNEYS AT LAW
639 SOUTH SIXTH STREET
LAS VEGAS, NEVADA 89101

AREA CODE 702
TELEPHONE 884-1274

February 7, 1983

Al Bossi
Dept. of Traffic Engineering
City of Las Vegas
400 E. Stewart
Las Vegas, Nevada 89101

Dear Sir:

We would like to request that the parking on Sixth Street,
in the vicinity of our offices, be limited to two hours to
prevent all-day parking in front of our building.

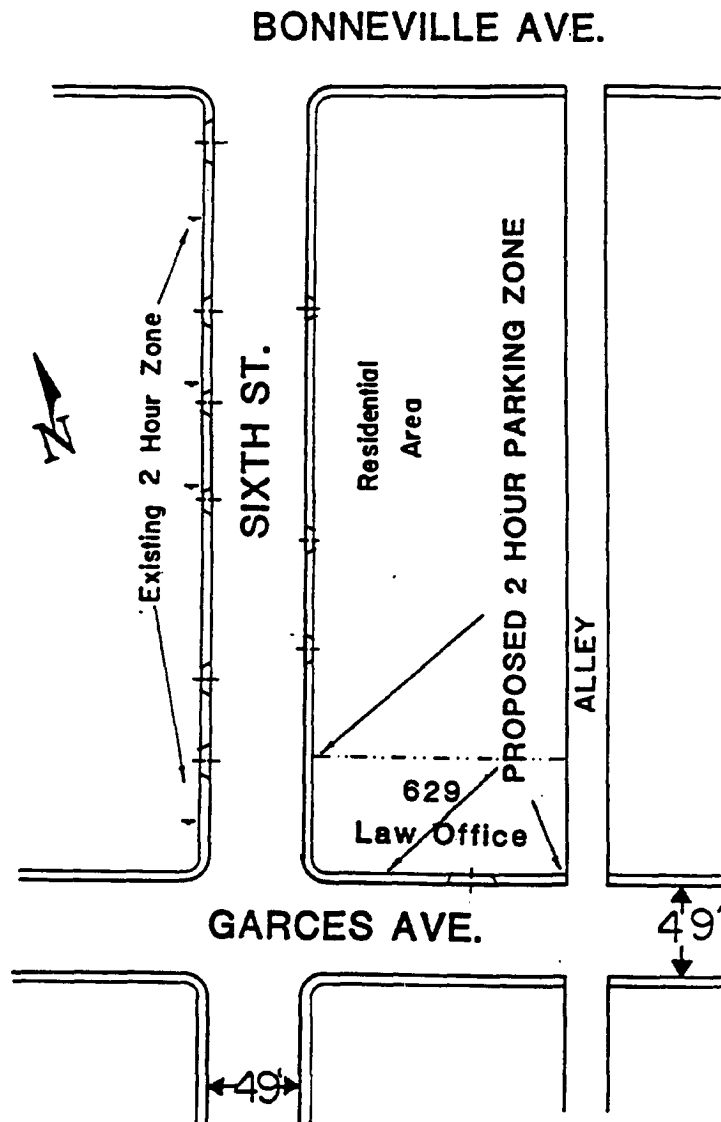
Sincerely,

COLUCCI, MINAGIL & AURBACH, LTD.



Phillip S. Aurbach

PSA/jm
HAND DELIVERED



PROPOSED 2 HOUR PARKING ZONE

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

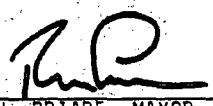
WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the Traffic Engineer that the following additions and corrections be made in said schedules; and

NOW, THEREFORE, be it resolved by the 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:

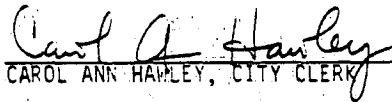
Schedule 17-VI, be amended to include the following as a two (2) hour parking zone:

<u>Location</u>	<u>Zone</u>	<u>From</u>	<u>To</u>	<u>Side</u>
Sixth Street	2 hrs	Gass Avenue (except at 702 South Sixth Street)	Garces Avenue	Both
Sixth Street	2 hrs	620 South Sixth Street		East (Sixth Street) North (Garces Avenue)

PASSED, ADOPTED AND APPROVED THIS 7th day of
March 1984.



WILLIAM H. BRIARE, MAYOR
BY: RON LURIE, MAYOR PRO-TEM



CAROL ANN HAWLEY, CITY CLERK

City of Las Vegas
CITY COUNCIL MINUTES - MARCH 7, 1984

AGENDA DOCUMENTATION

Date: February 28, 1984

TO:
The City CouncilFROM:
DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: REQUEST FROM SOUTHERN NEVADA MEMORIAL HOSPITAL FOR AN ENCROACHMENT AGREEMENT
AT THE SOUTHEAST CORNER OF HASTINGS AVE. AND TONOPAH ST.PURPOSE/BACKGROUND

This request is to allow parking and landscaping in the public right of way behind the sidewalk on Hastings Ave. and Tonopah St. in conjunction with the expansion of the Southern Nevada Memorial Hospital parking lot.

There is 12 feet of public right of way behind the curb. The landscaping will be placed in a 3 foot strip behind the 5 foot sidewalk.

Parking will be allowed on the remaining 4 feet of public right of way behind the landscaping.

Plantings will be small trees and juniper evergreen shrubs, with a permanent sprinkler system.

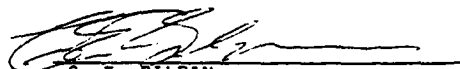
The applicant has signed our Encroachment Agreement which has conditions of liability, maintenance, and removal.

FISCAL IMPACT

None.

RECOMMENDATIONS

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


C. E. GILPIN
Director of Engineering Services

Agenda Item 3/7/84

IV (i). G. 1.



"Man and Medicine"

BOARD OF TRUSTEES

Karen Hayes, Chrmn.
Jack R. Petitti, Vice Chrmn.
Manuel Cortez
Thalia Dondero
Richard Ronzone
Woodrow Wilson
Bruce L. Woodbury

February 8, 1984

City of Las Vegas
City Hall
400 East Stewart
Department of Building & Safety
Las Vegas, Nevada 89101

Attn: Mr. Joel Harris

Dear Mr. Harris:

Southern Nevada would like to request an Encroachment for landscaping and parking in the public right-of-way, at the Southeast corner of Hastings Ave. and Tonopah Drive.

Enclosed are all of the other requirements to request this Encroachment. Thank you for your consideration in this matter.

Sincerely yours,

Ralph A. Bond, A.I.A.
Resident Architect

cc: Tom Payne
Ken Presser

RB/cvs

No program or activity of Southern Nevada Memorial Hospital excludes from participation in or the benefits thereof any person solely by reason of race, color, national origin, religion, sex or handicap, nor is any person subjected to discrimination.

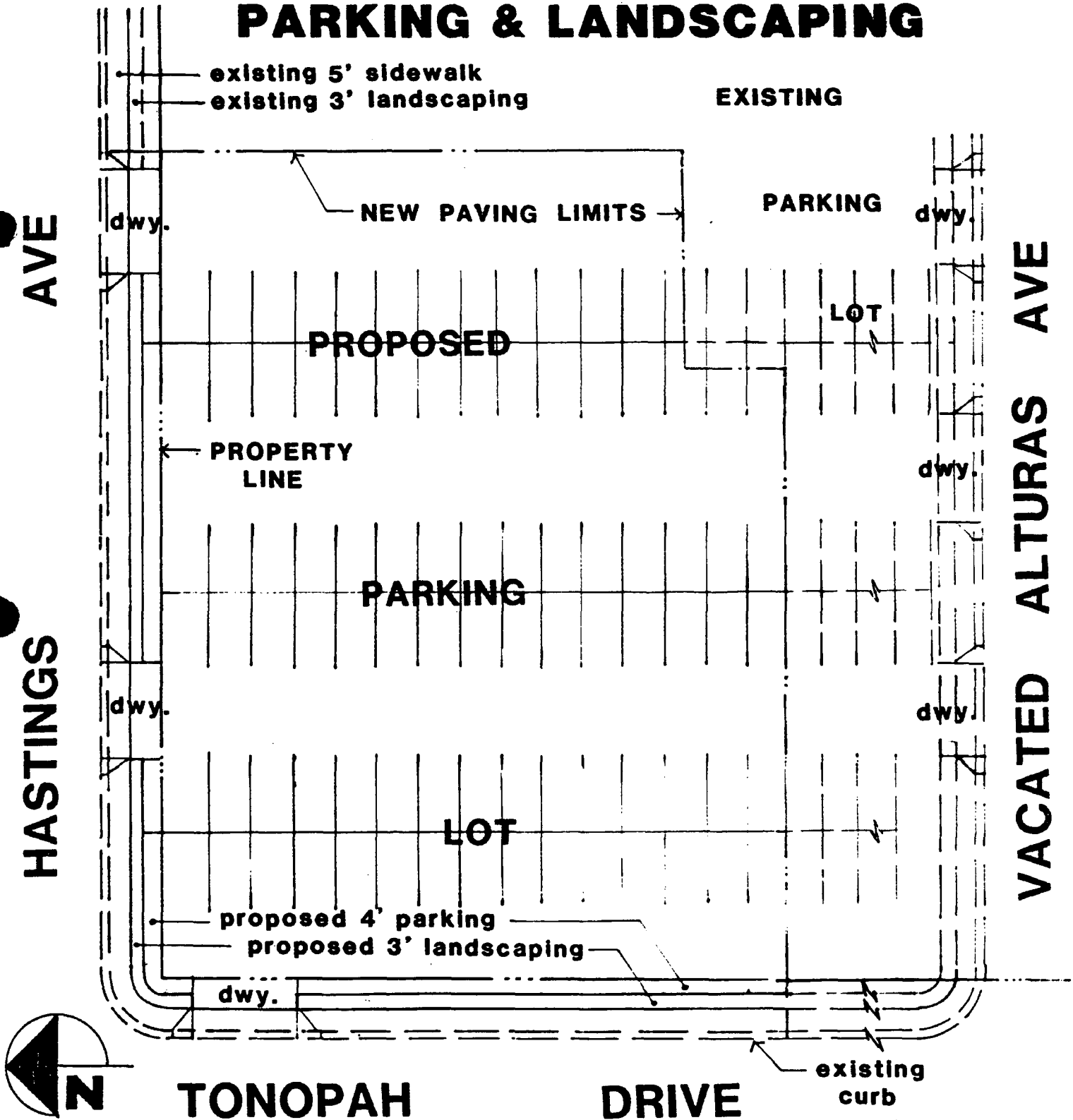
An Equal Opportunity (including the handicapped) — Affirmative Action Employer.

SOUTHERN NEVADA MEMORIAL HOSPITAL
1800 W. Charleston Blvd., Las Vegas, Nevada 89102 (702) 383-2000

IV(i) G.1.

SOUTHERN NEVADA MEMORIAL HOSPITAL

PARKING & LANDSCAPING



City of Las Vegas

AGENDA DOCUMENTATION

Date: February 28, 1984

TO:
The City CouncilFROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: REQUEST FROM BROWN & CO. AND M. J. WIENS FAMILY TRUST FOR AN ENCROACHMENT
AGREEMENT ON OAKLEY BLVD., EAST OF LAS VEGAS BLVD. SO.PURPOSE/BACKGROUND

This request is to allow an existing building to remain in the public right of way on Oakley Blvd.

The northeast corner of the building projects into the radius corner of an existing alley at Oakley Blvd., east of Las Vegas Blvd. So.

The property line radius is 30', which is considerably larger than normal for an alley. The building as it stands is not a hazard to motorists.

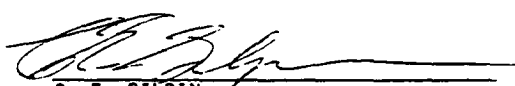
The applicant has signed our Encroachment Agreement which carries liability insurance to the City.

FISCAL IMPACT

None.

RECOMMENDATIONS

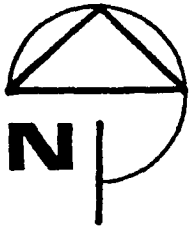
The Director of Engineering Services recommends that the City Council approve the Encroachment and authorize the Mayor to execute the agreement.


C. E. GILPIN

Director of Engineering Services

Agenda Item 3/7/84

IV (i). G. 2.



LAS VEGAS BLVD SOUTH

OAKEY BLVD.

curb line
sidewalk
property line

**ENCROACHING
BUILDING CORNER**

parking

existing
building

canopy

lot

20' ALLEY

**BUILDING ENCROACHMENT
1701 L.V. BLVD. SOUTH
M.J. WIENS**

IV(i) G.2.

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

CRAGIN & PIKE, INC.
320 SOUTH THIRD STREET
LAS VEGAS, NEVADA 89101

COMPANIES AFFORDING COVERAGES

0152

COMPANY LETTER **A** AMERICAN ECONOMY INSURANCE CO.COMPANY LETTER **B**COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

TED WIENS FIRESTONE, INC., ETAL.
1701 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NEVADA 89105

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	MPE263822	4/1/85	BODILY INJURY	\$ 500	\$ 500
	☒ COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 100	\$ 100
	☒ PREMISES—OPERATIONS					
	☐ EXPLOSION AND COLLAPSE HAZARD					
	☐ UNDERGROUND HAZARD					
	☒ PRODUCTS COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	☒ CONTRACTUAL INSURANCE					
	☒ BROAD FORM PROPERTY DAMAGE					
	☒ INDEPENDENT CONTRACTORS					
	☐ PERSONAL INJURY					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	☐ COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	☐ OWNED			PROPERTY DAMAGE	\$	
	☐ HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	☐ NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	☐ UMBRELLA FORM					
	☐ OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
					\$	
	OTHER					

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES

RE: ALL OPERATIONS OF THE INSURED (ENCROACHMENT AGREEMENT)
1701 LAS VEGAS BLVD. SOUTH

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability on the issuing company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

CITY OF LAS VEGAS
400 E. STEWART AVENUE
LAS VEGAS, NEVADA 89101

DATE ISSUED 2/17/84

FK/ML

Frank C. Keresesi
AUTHORIZED REPRESENTATIVE
IV(i) G.2.

City of Las Vegas

0153

AGENDA DOCUMENTATION

Date: February 28, 1984

TO:
The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST FROM METROPOLITAN DEVELOPMENT FOR AN ENCROACHMENT AGREEMENT ON
DALEGROVE DRIVE, SOUTH OF GOWAN RD., WEST OF DALECREST DRIVE

PURPOSE/BACKGROUND

This request is to allow a model home security fence on Dalegrove Drive in Charleston Heights 57-A subdivision. The fence will be 4' high of wrought iron.

The applicant has signed our standard Encroachment Agreement which has conditions of liability and maintenace responsibility.

FISCAL IMPACT

None.

RECOMMENDATIONS

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


C. E. GILPIN
Director of Engineering Services

Agenda Item 3/7/84

IV (i). G. 3.

G. C. WALLACE, *Consulting Engineers, Inc.*

433.012

February 21, 1984

City of Las Vegas
400 E. Stewart Avenue
Las Vegas, NV 89101

Attention: Mr. Charles Turk
Subdivisions

Subject: Metropolitan's Park Meadows West Model Complex
(CHARLESTON HGHTS # 57-A)
Gentlemen:

On behalf of our client, Metropolitan Development Corporation, as agent for Sunkist Service Company, we respectfully request City Council approval of the enclosed Right-of-Way Encroachment Agreement. Permission is being requested to encroach into City of Las Vegas sidewalk on Dalegrove Drive, with a four foot beige wrought iron trap fencing around the model complex of Metropolitan's Park Meadows West.

Enclosed herewith, in addition to the encroachment agreement, is a blueline print of the model complex with the proposed wrought iron fence outlined in yellow. Also enclosed is a check in the amount of \$10.00 in payment of the filing fee.
(CASH) *[Signature]*

Please present this request to the City Council on March 7, 1984. Thank you.

Very truly yours,

G. C. WALLACE, CONSULTING ENGINEERS, INC.

Diana Kovach

Diana Kovach

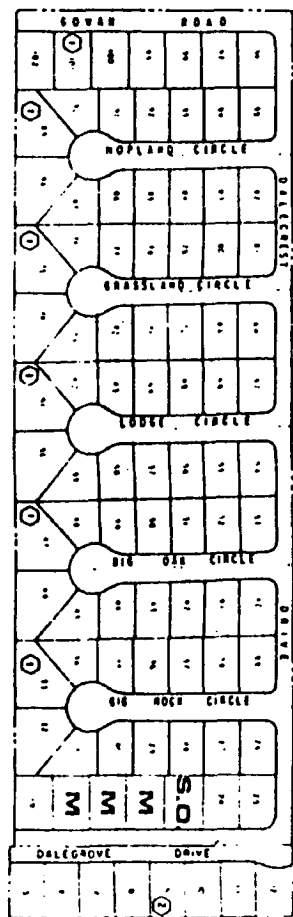
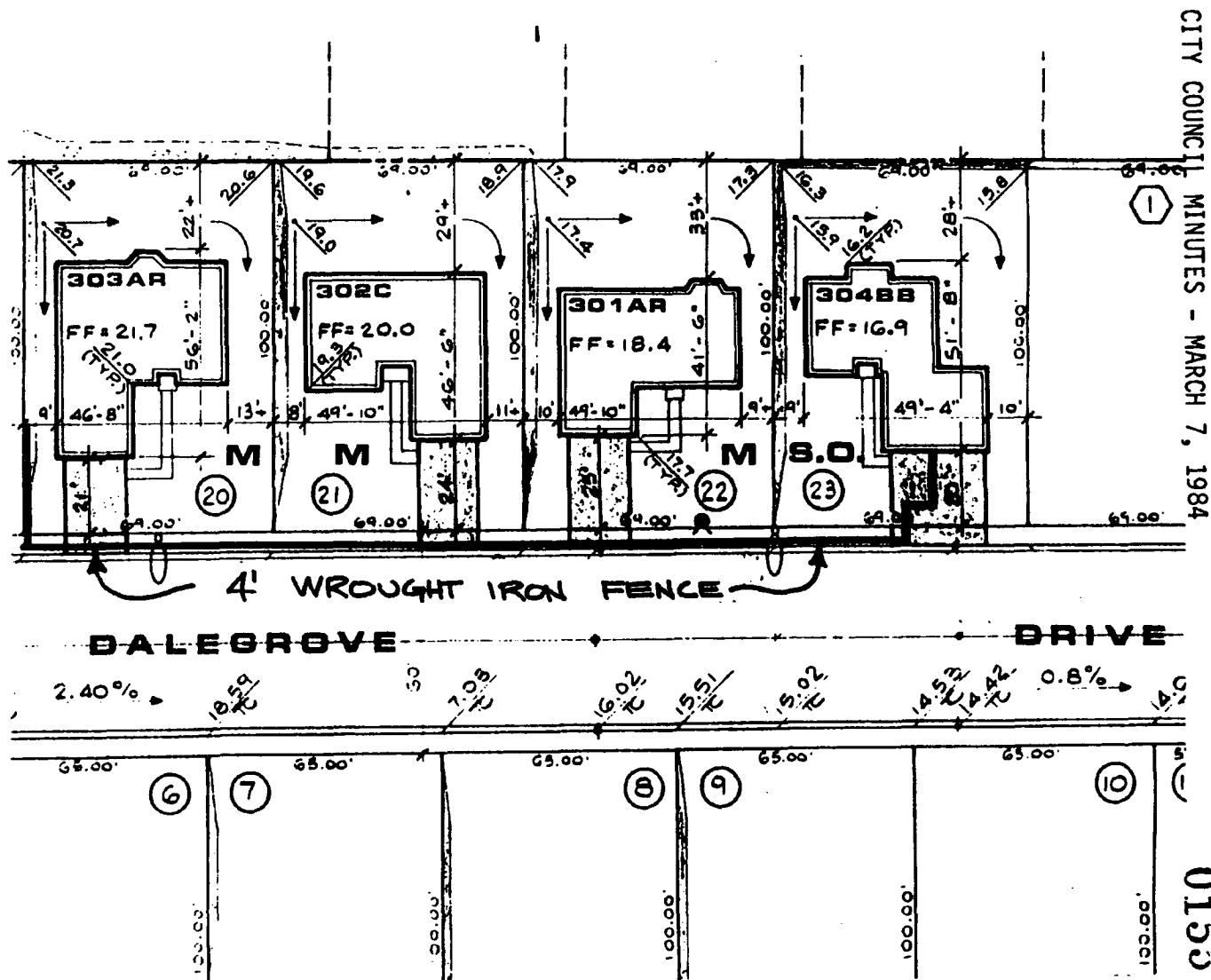
/ml
Enclosures

cc: Mr. Frank Kocvara, Metropolitan Development Corporation

1100 EAST SAMARA AVENUE
LAS VEGAS, NEVADA 89104
TELEPHONE 702-732-3330

G. C. WALLACE, P.E.
MICHAEL RADOJEVICH
KAY L. ADAMS, L.S.
GARY J. SPINKELINK
THOMAS COYLE, A.I.A.
THOMAS E. TRABERT, S.E.

REQUEST FOR R/W ENCROACHMENT AGREEMENT IN CHARLESTON HEIGHTS TRACT 57-A



City of Las Vegas

AGENDA DOCUMENTATION

Date: March 5, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF AGREEMENT FOR ENGINEERING DESIGN SERVICES FOR THE LAKE MEAD
INTERCEPTOR AND SEWER CROSSINGS UNDER THE ORAN K. GRAGSON FREEWAYPURPOSE/BACKGROUND

The City of Las Vegas has begun a major program of sanitary sewer upgrade and extension. Two of the projects under this program are:

1. The Lake Mead Interceptor, a medium-size sewer in Lake Mead Blvd. from Michael Way to Tenaya Street, a distance of two miles. This line will allow development in the immediate area, and future development to the west.
2. Sewer crossings at five locations under the Oran K. Gragson Freeway. These crossings will allow extension of sewers to the west by a combination of public and private investment.

James M. Montgomery Consulting Engineers, Inc., a local firm, has submitted a proposal to design and prepare contract documents for construction of these projects. The engineering staff has reviewed the proposal and finds it acceptable.

We have analyzed the manpower requirements to perform the work and recommend a force account agreement with a maximum fee allocation of \$182,716.

If this agreement is approved, the anticipated project expenditures will be:

	Sanitation Fund	General Fund	Total	Anticipated Need Schedule
James M. Montgomery Design:	\$ 182,716	--	\$182,716	1984-5
City of Las Vegas Engineering Administration:	11,000	\$6,000	17,000	1984-6
Sub-Total	\$ 193,716	\$6,000	\$199,716	
*Construction Management:	\$ 166,000	\$4,000	\$170,000	
*Construction	\$3,000,000	--	\$3,000,000	1984-8
Total	\$3,359,716	\$10,000	\$3,369,716	

*Not a part of this request.

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

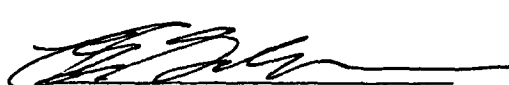
FISCAL IMPACT

Sanitation Fund:	\$193,716
General Fund	<u>6,000</u>
Total	\$199,716

Funds are available in the Sanitation Fund and General Fund.

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 3/7/84

IV (i). G. 4.

AGENDA*City of Las Vegas*March 7, 1984
Page 22CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM	Council Action	Department Action

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

G. REPORTS/ACTION (Continued)		

4. Approval of agreement for engineering services for the Lake Mead Sewer Interceptor and sewer crossings under the Oran K. Gragson Freeway.		

Lurie - APPROVED Items 1, 2, 3, 4, 5, 6, 7, and 8. Unanimous		

Staff to proceed		

5. Approval of agreement for furnishing inspection and testing services for Angel Park Detention Basin, Phase IIA.		

APPROVED See Above		

Staff to proceed		

6. Withdrawal of public lands for Metro Training Facility.		

APPROVED See Above		

Staff to proceed		

7. Modification to current major street improvements priority listing.		

APPROVED See Above		

Staff to proceed		

APPROVED AGENDA ITEM



CITY OF LAS VEGAS

CURRENT MAJOR STREETS PRIORITY LISTING
(Approved March 17, 1982)

1. OWENS AVE. (Pecos Road to Nellis Blvd.)
2. JONES BLVD. (Smoke Ranch Rd. to Rancho Dr.)
3. MOJAVE ROAD (Washington Ave. to Boulder Highway)
4. SMOKE RANCH RD. (Rancho Dr. to Jones Blvd.)
5. WASHINGTON AVE. (Lamb Blvd. to Nellis Blvd.)
6. RANCHO DR. (Sahara Ave. to Charleston Blvd.)
7. MICHAEL WAY (Vegas Drive to Washington Ave.)
8. OAKEY BLVD. (Lindell Road to Rancho Rd.)
9. OAKEY BLVD. (Railroad Overpass/Underpass)
10. TORREY PINES BLVD. (Charleston Blvd. to Sahara Ave.)
11. WASHINGTON AVE. (Saylor Way to Michael Way)
12. WASHINGTON AVE. (Tonopah Dr. to Highland Ave.)
13. ALEXANDER RD. (Torrey Pines Blvd. to Decatur Blvd.)
14. W. CHARLESTON BLVD. (Antelope Way to edge of City Limits)
15. MICHAEL WAY (Washington Ave. to Rancho Dr.)
16. BUFFALO DRIVE (Charleston Blvd. to Westcliff Dr.)

1 CONSULTANT AGREEMENT

2
3 THIS AGREEMENT, and accompanying Supplemental Terms,
4 made and entered into as of the 7th day of March,
5 1984, by and between the CITY OF LAS VEGAS, a municipal corpora-
6 tion and political subdivision of the State of Nevada (herein-
7 after referred to as the "CITY OF LAS VEGAS") and JAMES M.
8 MONTGOMERY, CONSULTING ENGINEERS, INC. (hereinafter referred to
9 as "CONSULTANT").

10
11 W I T N E S S E T H:

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

15 WHEREAS, the CITY OF LAS VEGAS has recently completed
16 an inventory of its existing sewer system and based upon this
17 inventory, has devised an action plan to address existing and
18 anticipated sewer capacity problems (Sewer Action Plan, June
19 1982); and

20 WHEREAS, the CITY OF LAS VEGAS, after reviewing the
21 recommendations of said action plan, has determined that there
22 exists a need to complete the following:

- 23 1. Installation of an interceptor sewer line along
24 Lake Mead Boulevard from Michael Way to Tenaya
25 Street (hereinafter referred to as the "Lake
26 Mead Interceptor"); and
27 2. Installation of two new sewer lines at the inter-
28 sections of Gowan Road and Craig Road with the
29 Oran K. Gragson Expressway, each sewer line to
30 be approximately 1,400 linear feet, and the exten-
31 sion of the existing 400 linear foot sewer lines
32 located at the intersections of Alexander Road,

1 Cheyenne Avenue and Smoke Ranch Road with the
2 Oran K. Gragson Expressway, each sewer extension
3 to be approximately 1,000 linear feet for a total
4 sewer line crossing of approximately 1,400 linear
5 feet (hereinafter referred to as the "Gragson
6 Highway Sewer Crossings").

7 The "Lake Mead Interceptor" and the "Gragson Highway Sewer
8 Crossings" are hereinafter referred to collectively as the
9 "Project"; and

10 WHEREAS, the CONSULTANT recognizes that the anticipated
11 improvements to the Oran K. Gragson Expressway, to wit: the
12 widening of the aforementioned intersections and overpass roads,
13 will require the sewer line design and construction to be completed
14 before the commencement of the improvements to the Expressway; and

15 WHEREAS, the CITY OF LAS VEGAS desires to retain the
16 services of the CONSULTANT in connection with the previously
17 described projects.

18 NOW, THEREFORE, in consideration of the foregoing
19 premises, the Parties hereto agree to the following terms,
20 conditions and covenants set forth in Sections I through IX
21 hereinafter provided and to the Supplemental Terms, Sections I
22 through XXI, set forth in Exhibit "A", attached hereto and
23 incorporated herein by this reference as a part of this Agreement.
24 As used hereinafter, the term "Agreement" refers both to Sections
25 I through IX and to the Supplemental Terms attached hereto as
26 Exhibit "A".

27

28 SECTION I: SERVICES OF CONSULTANT

29 The services of CONSULTANT are to be provided separately
30 for the two projects, namely, the Lake Mead Interceptor and the
31 Oran K. Gragson Highway Sewer Crossings.

32 The following services, except as noted otherwise, are

1 to be performed for each of the two projects:

2 A. RESEARCH AND PREPARATION OF THE DESIGN REPORT

- 3 1. Consult with the CITY OF LAS VEGAS to clarify and
4 define the Project requirements, review available
5 data and discuss general scheduling requirements.
- 6 2. Determine location of existing right-of-way and
7 determine areas where right-of-way or easements
8 will have to be obtained. This work is to be
9 coordinated with the Right-of-Way personnel of
10 the CITY OF LAS VEGAS.
- 11 3. Review existing topographic surveys and other
12 pertinent surveys, as well as soils investigation
13 data and make recommendations as to the need for
14 other field surveys to supplement and confirm
15 existing data in the CITY OF LAS VEGAS' files.
- 16 4. Obtain or conduct field surveys to supplement and
17 confirm existing data and as required for the
18 preparation of the Design Report.
- 19 5. CONSULTANT shall contract for the services of a
20 local geotechnical firm for the purpose of obtain-
21 ing soil borings. Borings shall be taken approxi-
22 mately every 500 feet and shall be to a depth of
23 25 feet minimum.
- 24 6. Prepare a design report of the interceptor and the
25 highway sewer crossings taking into account the
26 capacities listed in the Sewer Action Plan,
27 June 1982, Drawing #5, the three sewer crossings
28 presently existing at Cheyenne Avenue, Smoke Ranch
29 Road and Alexander Road, or any other criteria
30 desired by the CITY OF LAS VEGAS.
- 31 7. Meet with utility companies and conduct field
32 survey and reconnaissance work for the purpose of

1 determining location of all existing utilities in
2 plan and profile and what effect they might have
3 on the final design.

4 8. Review possible traffic problems that might result
5 during construction and analyze solutions.

6 9. Make recommendations for final route, depth of
7 pipe, approximate slopes and prepare preliminary
8 quantity and cost estimate.

9 10. CONSULTANT will provide the CITY OF LAS VEGAS with
10 copies of a draft report for its comments and will
11 include all agreed upon corrections and/or additions
12 in the final design report.

13 B. DESIGN PHASE

14 1. Provide all required land surveying necessary for
15 the preparation of legal descriptions. Prepara-
16 tion of all required legal descriptions and
17 documents for required right-of-way and/or ease-
18 ments shall be prepared by the CITY OF LAS VEGAS
19 Right-of-Way personnel.

20 2. Contract for additional borings as may be required
21 by the Design Report in order that all conditions
22 can be taken into account when preparing the final
23 design drawings and also to enable the contractors
24 to make a more knowledgeable bid.

25 3. Perform all necessary horizontal and vertical
26 surveys required in order to locate all existing
27 structures and utilities and establish elevations
28 that will be required for preparation of final
29 design plans. Obtain aerial topography along the
30 sewer route and use the plan and profile sheets
31 as prepared by the aerial topography firm.

32 4. Prepare required plan and profile plans showing

- 1 new construction, location of existing utilities,
2 adjustment or relocation of existing utilities that
3 may be required, construction details, traffic
4 control plan during construction; submit to all
5 utility companies and governing agencies that will
6 have jurisdiction for their review and approval.
- 7 5. Prepare final specifications and contract documents
8 for all phases of construction.
- 9 6. Submit monthly progress status reports to the CITY
10 OF LAS VEGAS which discuss details of the Project
11 plans, review job progress, review cost control
12 information and incorporate CITY OF LAS VEGAS'
13 requirements and needs.
- 14 7. Prepare traffic channelization plans.
- 15 8. Provide the CITY OF LAS VEGAS with six (6) sets of
16 plans and specifications for review purposes at
17 50% and 100% completion of the design. Provide
18 one (1) set of mylar reproducible plans for the
19 CITY OF LAS VEGAS' files.
- 20 9. Coordinate with utility companies and regulatory
21 agencies or other engineers engaged on the Project
22 and insure utility conflicts are resolved during
23 the design stage and process any necessary permits
24 required by regulatory agencies and/or utilities.
- 25 10. Following completion of the plans and specifica-
26 tions, prepare a detailed construction cost
27 estimate.
- 28 11. Furnish the CITY OF LAS VEGAS with fifty (50) copies
29 of 24" x 36" contract drawings and fifty (50)
30 sets of specifications for distribution to bidders.
- 31
32

1 SECTION II: SERVICES OF THE CITY OF LAS VEGAS

2 The CITY OF LAS VEGAS agrees:

- 3 1. To provide all pertinent information on file with
4 regard to existing right-of-way plans, existing
5 topographic and survey data, existing reports,
6 existing City utility data and other City-owned
7 information as requested by the CONSULTANT within
8 five (5) working days of the request.
- 9 2. To designate one CITY staff person as the key
10 contact with the CONSULTANT. All correspondence
11 between the CITY and the CONSULTANT will be directed
12 through this contact.
- 13 3. To compile all CITY review mark-ups onto one set
14 of drawings and specifications to be returned to
15 the CONSULTANT as a result of required submittals.
16 The time between submittal to the CITY and sub-
17 sequent return to the CONSULTANT is excluded from
18 the contract time.

19 SECTION III: OUTSIDE SERVICES

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

25 SECTION IV: TIME OF PERFORMANCE

26 Execution of this Agreement by the CITY OF LAS VEGAS
27 shall constitute authorization as of the date stated in the
28 introduction paragraph of this Agreement to proceed diligently
29 with performance of Sections I.A. and I.B. above according to
30 the following schedule:
31
32

1	<u>Item</u>	<u>Completion Date</u>
2	Research and Preparation of the Design Report (Section I.A.)	90 calendar days from the execution date of this Agreement
3	Design Phase (Section I.B.)	90 calendar days from the date of a "Notice to Proceed" with design
4		
5		

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

9 It is understood and agreed that funding has not been
 10 allocated for construction of this project. Therefore all normal
 11 basic services usually performed by the CONSULTANT during the
 12 construction phase have been deleted.

13

14 SECTION V: COMPENSATION AND MANNER OF PAYMENT

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

- 17 1. "Salary Expenses" are defined as the hourly wage
 18 rate for those employees utilized by the CONSULTANT
 19 in the performance of this Agreement.
- 20 2. "Hourly Wage Rate" is hereby defined to mean the
 21 hourly wage paid to a particular employee and is
 22 computed as follows: Current Annual Salary in
 23 dollars ÷ 2080 hours. The current hourly wage rate
 24 schedule for those employees anticipated by the
 25 CONSULTANT to be utilized in the performance of
 26 this agreement will be on file with the Department
 27 of Engineering Services. Any change in the hourly
 28 wage rate schedule shall be signed by the CON-
 29 SULTANT and submitted for approval to the Department
 30 of Engineering Services.
- 31 3. "Direct Non-Salary Expenses" are as defined on
 32 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 Fifteen Thousand Seven Hundred Fifty and 11/100 Dollars (\$15,750.00) in the manner provided under Section 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 +	Fixed Fee =	Total Payment
104,690	62,276	15,750	182,716

The CONSULTANT agrees to complete the performance of this Agreement despite having reached the payment limits

1 set forth above. It is understood and agreed that the
2 Fixed Fee is an amount guaranteed to the CONSULTANT for
3 the performance of this Agreement, but that the limits
4 designated above for the Salary Expenses, and Direct
5 Non-Salary Expenses may, or may not, be reached by the
6 CONSULTANT.

7 Although the CITY OF LAS VEGAS may authorize and consent
8 to higher limits in the Salary Costs or Direct Non-Salary
9 Expenses (Columns (a) and (b)) set forth above, it is
10 agreed by the parties that upward adjustments in those
11 limits shall not be accompanied by, or result in, adjust-
12 ments to the Fixed Fee (Column (c)) unless the increase
13 is the result of a 5% or greater aggregate change in
14 the scope of the work required herein.

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

- 23 1. Salary Expenses: The amount of Salary Expenses
24 for which compensation is sought by the CONSULTANT
25 shall be shown on the invoice along with the name
26 or position of the employee, the number of hours
27 worked and the hourly wage rate of the employee.
- 28 2. Direct Non-Salary Expenses: The amount of Direct
29 Non-Salary Expenses for which compensation is
30 sought by the CONSULTANT. Where possible, receipts
31 shall be attached to the monthly invoice.
- 32 3. Fixed Fee: The amount of fixed fee for which com-

1 pensation is sought by the CONSULTANT which shall
2 equal the same percentage of the Salary Expenses
3 for that month.

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

7
8 SECTION VI: INSURANCE

9 A. The CONSULTANT shall provide and maintain, during the
10 existence of this Agreement for the protection of the
11 CONSULTANT and the CITY OF LAS VEGAS, the following
12 coverage:

- 13 1. State Industrial Insurance System Insurance cover-
14 ing its full liability under the State Industrial
15 laws of the State of Nevada as required by the
16 State Industrial Insurance Commission, or equiva-
17 lent coverage approved by the CITY OF LAS VEGAS.
- 18 2. Comprehensive General Liability Insurance in the
19 amount of \$500,000 for injury or death to each
20 person, \$1,000,000 for each occurrence and \$500,000
21 for each claim of property damage with the CITY
22 OF LAS VEGAS named as an additional insured party.
- 23 3. Automobile Liability Insurance in the amount of
24 \$500,000 with the CITY OF LAS VEGAS named as an
25 additional insured party.
- 26 4. Professional Liability Insurance (Errors and
27 Omissions coverage) in the amount of \$5,000,000
28 minimum covering the negligent acts or omissions
29 of the CONSULTANT committed during the performance
30 of this Agreement. Said insurance shall be main-
31 tained in force and effect until the date that the
32 completed Project is accepted by the CITY OF LAS

1 VEGAS and followed by a two (2) year discovery
2 period commencing immediately subsequent to
3 acceptance of the completed Project.

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

21
22 SECTION VII: COMMITMENT OF PERSONNEL

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

26 RICHARD S. LELAND, P.E.

27 Any change in the above designation will be allowed
28 only by written approval of the CITY OF LAS VEGAS. Such approval
29 shall not be withheld if individuals with comparable qualifica-
30 tions are proposed.

31

32

SECTION VIII: 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

JAMES M. MONTGOMERY,
CONSULTING ENGINEERS, INC.
1100 East Sahara Avenue
Las Vegas, Nevada 89104

SECTION IX: 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

By 

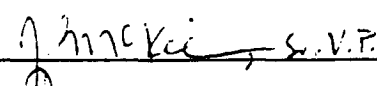
WILLIAM H. BRIARE, MAYOR

ATTEST:

By RON LURIE, MAYOR PRO-TEM


Carol Ann Hawley, City Clerk

JAMES M. MONTGOMERY,
CONSULTING ENGINEERS, INC.

By  J. McKee, S.V.P.

ATTEST:


Richard A. Smart
Secretary

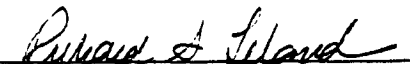
By  Richard A. Smart V.P.

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 CONSULTANT receives the written notification or five (5) days from the date that the CITY OF LAS VEGAS deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location contained in 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

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 5, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGERSUBJECT: APPROVAL OF AGREEMENT FOR FURNISHING INSPECTION AND TESTING SERVICES
FOR ANGEL PARK DETENTION BASIN, PHASE IIAPURPOSE/BACKGROUND

Construction of the Angel Park Detention Basin, Phase IIA will soon begin. Design and construction contract documents were prepared by VTN, Consulting Engineers and Planners.

We requested and received a proposal from VTN to provide construction management services. The Department of Engineering Services staff reviewed the proposal and found it acceptable. We have analyzed the manpower requirements to perform the work and recommend a force account agreement with a maximum fee allocation of \$127,500.

If this agreement is approved, the anticipated project expenditures will be:

	Clark County Bond Issue	Sanitation Fund	City of Las Vegas General Fund	Total
City of Las Vegas Construction Engineering Management:	\$ 37,000	\$10,000	\$ 12,000	\$ 59,000
VTN Construction Management:	127,500	--	--	127,500
Sub-Total	\$ 164,500	\$10,000	\$ 12,000	\$186,500
*Construction Phase IIA:	\$ 1,770,000	--	--	\$1,770,000
Total	\$ 1,934,500	\$10,000	\$ 12,000	\$1,956,500

*Not a part of this request.

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

FISCAL IMPACT

Clark County Bond Issue:	\$164,500
City of Las Vegas General Fund:	12,000
Sanitation Fund:	10,000

Funds are available in the Clark County Bond Issue funds, the General Fund and the Sanitation Fund.

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 3/7/84

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1 and covenants set forth herein, the parties hereto agree to the
2 following:

3 SECTION I: BASIC SERVICES OF CONSULTANT

4 The basic services of CONSULTANT are for Project
5 Services.

6 A. Project Services: At the commencement of this
7 Project as stated in the "Notice to Proceed" to
8 the contractor and throughout the construction
9 phase of this Project, CONSULTANT agrees to assume
10 full and complete responsibility for the following
11 Project services:

- 12 1. The CONSULTANT agrees to assign a Project
13 Engineer and a Resident Inspector to the
14 Project. The Project Engineer shall be
15 licensed as a Professional Engineer by the
16 State of Nevada, and shall be in responsible
17 charge of the work at all times. The Project
18 Engineer shall spend a sufficient amount of
19 time on-site, while the Resident Inspector
20 shall be on-site full time, in order that both
21 can determine that the quality and progress of
22 the work is proceeding according to the Angel
23 Park Detention Basin, Phase IIA, Bid Group I
24 contract documents, specifications and draw-
25 ings and to enforce conformity of the con-
26 tractor's performance under the plans and
27 specifications for Public Works' Construction
28 Off-Site Improvements, Clark County Area,
29 Nevada 1978, as applicable. The CONSULTANT
30 shall also provide periodic inspection during
31 non-working times to insure compliance with
32 CITY OF LAS VEGAS standards of public safety

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1 and convenience.

- 2 2. CONSULTANT shall recommend to the CITY OF LAS
3 VEGAS, when necessary, interpretations of the
4 plans and specifications, including all modi-
5 fications or amendments thereof.
- 6 3. CONSULTANT shall prepare progress and final
7 pay estimates for Bid Group I, and submit
8 same to the contractor for approval or dis-
9 approval, and after approval submit same to
10 the CITY OF LAS VEGAS for payment.
- 11 4. CONSULTANT, through its Project Engineer and/
12 or Resident Inspector, shall detail the progress
13 of the Project through written daily reports
14 which will be provided to the CITY OF LAS VEGAS
15 on a weekly basis. A monthly report (with
16 photos) will accompany the contractor's pay
17 estimate summarizing the stage of completion
18 of the Project at that point in time.
- 19 5. CONSULTANT agrees to perform a final inspec-
20 tion, through its Project Engineer and/or
21 Resident Inspector, with the CITY OF LAS
22 VEGAS of the completed Project and, if
23 necessary, develop a punch list of those items
24 remaining to be performed by the contractor
25 in order for the Project to be fully com-
26 pleted and accepted by the CITY OF LAS VEGAS.
27 CONSULTANT agrees to perform any subsequent
28 inspections, if so requested, to determine if
29 the punch list items have been completed by
30 the contractor.
- 31 6. CONSULTANT agrees to prepare "As-Built"
32 drawings as required by the CITY OF LAS VEGAS.

1 CONSULTANT shall submit one (1) set of com-
2 pleted "As-Built" mylar reproducibles to the
3 CITY OF LAS VEGAS.

- 4 7. CONSULTANT shall prepare and review all pro-
5 posed changes in the plans, specifications
6 or other contract documents for the purpose
7 of recommending approval or disapproval of
8 said changes. CONSULTANT shall assist the
9 CITY OF LAS VEGAS in negotiations concerning
10 said proposed changes with the contractor.
- 11 8. CONSULTANT shall review construction methods
12 and enforce specifications for compliance
13 with technical specifications progress and
14 payment.
- 15 9. CONSULTANT shall review quality control data
16 to determine the acceptability of the test
17 data and the materials used for the Project.
- 18 10. CONSULTANT agrees, upon final completion of
19 the Project, to issue a letter of certifica-
20 tion warranting to the CITY OF LAS VEGAS
21 that it has performed each and every duty
22 and obligation on its part to be performed
23 under this Agreement and assuring to the CITY
24 OF LAS VEGAS that to the best of its knowledge,
25 information and belief, based upon its inspec-
26 tions, tests and observations during the course
27 of such performance, the Project has been
28 constructed according to the plans and
29 specifications, or any modifications or amend-
30 ments thereof, approved by the CITY OF LAS
31 VEGAS.
- 32 11. CONSULTANT shall submit proof of Errors and

1 Omissions insurance prior to actual con-
2 struction.

3 B. Geotechnical Services: It is understood and agreed
4 by the parties hereto that it is the responsibility
5 of the CONSULTANT to provide for the various tests
6 of (i) the surface and subsurface soils present
7 at the construction site, (testing to be done by
8 the on-site inspector), (ii) the materials used in
9 construction, which in the CONSULTANT's judgment
10 are necessary to assure the suitability of the
11 soil, (iii) a registered professional geotechnical
12 engineer to verify that the design and inspection
13 is adequate, and (iv) materials for the construction
14 of the water detention facility and that the water
15 detention facility has been constructed according
16 to the plans and specifications for the Project
17 and provide assistance to the CITY OF LAS VEGAS
18 in the selection and/or approval of the blasting
19 contractor, and to record, including seismographic
20 reports, all explosive blasts by the contractor.
21 As part of this responsibility the CONSULTANT
22 agrees to provide the following services:

- 23 1. CONSULTANT shall provide for the inspection
24 of any and all excavation by the contractor
25 in the embankment area to determine if the
26 soils or materials overlying the upper layer
27 of the partially cemented or fully cemented
28 deposits (caliche) have been properly removed
29 by the contractor from said area, and at least
30 five feet beyond, so as to create an excavated
31 area as required under, and in accordance
32 with, the plans and specifications for the

1 Angel Park Detention Basin Phase IIA. The
2 plans and specifications for said Project are
3 on file with the Department of Engineering
4 Services for the CITY OF LAS VEGAS.

5 The CONSULTANT shall, subsequent to excava-
6 tion, provide for the inspection of the exposed
7 embankment area, to determine if the surface
8 or subsurface soils or materials are suitable
9 for the placement of the fill called for in
10 the construction of the detention facility.
11 The CONSULTANT shall inform the CITY OF LAS
12 VEGAS of the suitability of the excavated
13 area for the placement of fill by the con-
14 tractor.

15 2. The CONSULTANT shall provide for the inspec-
16 tion of all other areas excavated by the
17 contractor so as to be able to determine that
18 said areas have been properly excavated as
19 required by said plans and specifications
20 for Angel Park Detention Basin Phase IIA,
21 and to determine the suitability of the exca-
22 vated area for the placement of the fill as
23 required by said plans and specifications.

24 3. The CONSULTANT shall provide for the inspec-
25 tion, and provide for whatever tests deemed
26 necessary or desirable in the CONSULTANT's
27 judgment, so as to be able to determine if
28 the fill material utilized by the contractor
29 is suitable for the purpose of constructing
30 the water detention facility, and of the
31 qualify required under the plans and specifica-
32 tions for the Project.

1 The CONSULTANT shall provide for the inspec-
2 tion, and conduct whatever tests deemed
3 necessary or desirable in the CONSULTANT's
4 judgment, so as to be able to determine
5 that the contractor has achieved the relative
6 compactions required under the plans and
7 specifications for the Project.

- 8 4. The CONSULTANT shall provide for the inspec-
9 tion of the installation of all concrete by
10 the contractor, and shall provide for sample
11 testing and analysis at such random times
12 and frequency as is necessary or desirable in
13 the CONSULTANT's judgment to determine that
14 the concrete is of suitable quality for the
15 purpose of constructing the water detention
16 facility, and of the quality required under
17 the plans and specifications for the Project.
18 Testing required herein shall include slump
19 testing and compression testing after curing.

- 20 5. The CONSULTANT shall provide a record of each
21 blasting operation by the contractor. The
22 record shall contain the following data:
23 (i) name of permittee, operator, or other
24 person conducting the blast; (ii) location,
25 date and time of blast; (iii) name, signature
26 and license number of blaster-in-charge;
27 (iv) direction and distance, in feet, to
28 nearest dwelling, school, church, or commer-
29 cial or institutional building neither owned
30 nor leased by the permittee; (v) weather
31 conditions; (vi) type of material blasted;
32 (vii) number of holes, burden, and spacing;

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1 (viii) diameter and depth of holes; (ix) types
2 of explosives used; (x) total weight of ex-
3 plosives used; (xi) maximum weight of explo-
4 sives detonated within any 8 millisecond
5 period; (xii) maximum number of holes detonated
6 within any 8 millisecond period; (xiii) methods
7 of firing and type of circuit; (xiv) type and
8 length of stemming; (xv) if mats or other
9 protection were used; (xvii) seismograph
10 records, where required, including (a) seismo-
11 graph reading, including exact location of
12 seismograph and its distance from the blast,
13 (b) name of person taking the seismograph
14 reading, and (c) name of person and firm
15 analyzing the seismograph record.

16 SECTION II: SPECIAL SERVICES

17 In addition to the basic services stated in Section I
18 the CONSULTANT agrees to provide the following special services:

- 19 1. CONSULTANT shall provide one initial set of slope,
20 top and toe, rough grade stakes, stakes for the
21 detention basin expansion at 50 foot intervals or
22 as necessary to delineate the Project as deter-
23 mined by the Project Engineer.
- 24 2. CONSULTANT shall provide one set of blue top grade
25 stakes (blue tops) in the basin bottom to insure
26 proper drainage of the bottom of the basin. Blue
27 tops will be at a maximum of 50 feet apart at both
28 the upstream and downstream limits of the bottom
29 of the basin.
- 30 3. CONSULTANT shall stake the limits of the riprap
31 placement.
- 32 4. CONSULTANT shall locate the limits of the stockpile

1 area.

2 5. CONSULTANT shall provide field measurements
3 sufficient to determine that the basin is con-
4 structed in accordance with the contract drawings
5 and to make corrections in volumetric determina-
6 tions.

7 6. CONSULTANT shall provide, before actual work
8 begins, copies of signed permits from all proper
9 agencies for the construction of a dam and per-
10 mission to blast.

11 SECTION III: SERVICES AND RESPONSIBILITIES OF
12 THE CITY OF LAS VEGAS

13 During the construction period of this Agreement, the
14 CITY OF LAS VEGAS shall designate a Project Representative to
15 provide the following:

- 16 1. To assist the CONSULTANT in the interpretation of
17 the plans and specifications or other contract
18 documents during the construction period.
- 19 2. Assist in the review of shop drawings on items sub-
20 mitted by the contractor, to determine conformity
21 with the requirements of the plans and specifica-
22 tions.
- 23 3. Review the recommendations of the CONSULTANT
24 with respect to progress pay estimates and final
25 payment to the contractor for the purpose of
26 giving final approval.
- 27 4. Review, and approve if acceptable, the contrac-
28 tor's proposed performance schedule.
- 29 5. Review, and approve if acceptable, any proposed
30 changes by the CONSULTANT in the plans and
31 specifications.
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1 SECTION IV: TIME OF PERFORMANCE

2 Performance of the CONSULTANT services shall commence
3 with the execution date of this Agreement and shall terminate
4 with the completion of construction of the water detention facility
5 for Angel Park Phase IIA Bid Group I. The contract for the
6 construction of said water detention facility requires a period
7 of one hundred eighty (180) calendar days for completion from
8 commencement date stated in the Notice to Proceed issued to
9 the contractor.

10 SECTION V: COMPENSATION AND MANNER OF PAYMENT

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

13 1. "Salary Expenses" are defined as the hourly
14 wage rate actually paid to those particular
15 employees utilized in the performance of this
16 Agreement. The wage rate for each employee
17 may be changed from time to time by the
18 CONSULTANT during the existence of this
19 Agreement with the prior approval of the
20 Director of Engineering Services.

21 2. "Direct Non-Salary Expenses" are defined on
22 page 32 of the 1981 Edition of Manual 45 of
23 the American Society of Civil Engineers.
24 An excerpt of page 32 is attached hereto as
25 Exhibit "B" and by this reference incorpor-
26 ated herein as part of this Agreement.

27 B. Compensation Formulas: As consideration for the
28 engineering services required under Sections I
29 and II, the CITY OF LAS VEGAS agrees to compensate
30 the CONSULTANT as follows:

31 For the services provided the CONSULTANT shall
32 be compensated for its: (i) Salary Expenses

1 times a multiplier of 2.80 for office
2 personnel and 2.75 for field personnel,
3 whichever is appropriate, and (ii) Direct
4 Non-Salary Expenses times a multiplier of
5 1.05, incurred in the performance of this
6 Agreement.

7 It is agreed and understood that the Resident
8 Inspector for the project will be paid an hourly
9 rate of \$37.50 per hour with no multiplier.

10 C. Compensation Limits: Total compensation paid to
11 the CONSULTANT for the services required under
12 Sections I and II shall not exceed the following
13 limitation:

14 Sections I and II \$127,500.00

15 It is understood and agreed by the parties hereto
16 that the CONSULTANT shall be required to provide
17 the services stated under Section I until the
18 performance of this Agreement is completed despite
19 having reached the payment limits set forth above,
20 PROVIDED, HOWEVER, that the limitation set forth
21 with respect to Section I may be subject to renegot-
22 tiation if the performance of this Agreement,
23 through no fault of the CONSULTANT, cannot be com-
24 pleted within the time period stated under Section
25 IV and if requested by the CONSULTANT.

26 D. Manner of Payment: CONSULTANT, as a prerequisite
27 to the obligation on the part of the CITY OF LAS
28 VEGAS for payment of the fee provided herein, shall
29 submit, on a monthly basis, invoices requesting
30 payment as follows:

31 1. Salary Expense: Payment for Salary Expenses
32 shall be on a monthly basis according to the

1 number of hours of service provided by the
2 CONSULTANT's employees. Each month the
3 CONSULTANT shall submit an invoice for ser-
4 vices provided the previous month, detailing
5 the name or position of the employee, the
6 number of hours of work performed, the hourly
7 rate for said employee, and the total amount
8 of compensation.

- 9 2. Direct Non-Salary Expenses and Costs of Outside
10 Services: Receipts, where possible, shall be
11 attached to the monthly invoices for direct
12 non-salary expenses and costs of outside
13 services for which CONSULTANT seeks compensa-
14 tion from the CITY OF LAS VEGAS.

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

21 SECTION VI: INSURANCE

- 22 A. CONSULTANT shall provide and maintain, and it will
23 require its subcontractors to provide and maintain,
24 during the existence of this Agreement for the pro-
25 tection of the CONSULTANT and the CITY OF LAS VEGAS,
26 the following insurance coverage:

- 27 1. State Industrial Insurance System covering
28 its full liability under the industrial
29 compensation laws of the State of Nevada as
30 required by the Nevada Industrial Insurance
31 Commission, or equivalent coverage approved
32 by the CITY OF LAS VEGAS.

- 1 2. Automobile Insurance in the amount of \$500,000
- 2 with the CITY OF LAS VEGAS named as an addi-
- 3 tional insured party.
- 4 3. Professional Liability Insurance (Errors and
- 5 Omissions Coverage) insuring against the
- 6 negligent acts, errors or omissions committed
- 7 by the CONSULTANT in the performance of this
- 8 Agreement in the amount of ONE MILLION
- 9 DOLLARS (\$1,000,000). Said insurance shall be
- 10 maintained in force and effect from the
- 11 commencement date of this Agreement until
- 12 two (2) years after the date of acceptance by
- 13 the CITY OF LAS VEGAS of the constructed
- 14 Project.
- 15 B. Prior to the commencement of this Agreement, and as
- 16 a condition precedent thereto, the CONSULTANT will
- 17 obtain the insurance coverage required hereunder
- 18 and will furnish Certificates of Insurance to the
- 19 CITY OF LAS VEGAS demonstrating the procurement
- 20 of such insurance.
- 21 C. The insurance coverage required herein must be
- 22 written by a company acceptable to the CITY OF LAS
- 23 VEGAS and which is licensed to do business in the
- 24 State of Nevada. The Certificate of Insurance sent
- 25 to the CITY OF LAS VEGAS must contain a clause to
- 26 the effect that cancellations, reductions or re-
- 27 strictions shall not become effective until thirty
- 28 (30) days after written notice to the CITY OF LAS
- 29 VEGAS. In the event that any of the insurance
- 30 coverage required hereunder is cancelled, reduced
- 31 or restricted, the CITY OF LAS VEGAS reserves the
- 32 right to terminate this Agreement.

1 SECTION VII: PROJECT REPRESENTATIVE

2 The CONSULTANT designates the following individual as
3 the CONSULTANT's representative and project engineer for this
4 Project:

5 MYRON WELSH
6

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

11 SECTION VIII: NOTICES

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

14 CITY OF LAS VEGAS CITY OF LAS VEGAS
15 Director of Engineering Services
16 400 E. Stewart Avenue
Las Vegas, Nevada 89101

17 CONSULTANT: VTN NEVADA
18 2300 Paseo Del Prado
Building A, Suite 100
19 Las Vegas, Nevada 89102

20 SECTION IX: MODIFICATION

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

24 SECTION X: ENTIRE AGREEMENT

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

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

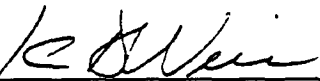
3 CITY OF LAS VEGAS, NEVADA
4 a Municipal Corporation,

5 By 
6 WILLIAM H. BRIARE, Mayor
7 By RON LURIE, MAYOR PRO-TEM

8 ATTEST:

9 
10 Carol Ann Hawley, City Clerk

11
12 VTN NEVADA,
13 a Nevada Corporation

14 By 
15 K. D. WEIR
16 President & General Manager

17 ATTEST:
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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.

32

CONSULTING ENGINEERING

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 DOCUMENTATION

Date: February 28, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: WITHDRAWAL OF PUBLIC LANDS FOR METRO TRAINING FACILITY

PURPOSE/BACKGROUND

Due to the expansion of the Wastewater Treatment Plant on the City's Rehab Farm, the existing Metropolitan Police Department's Pistol Range and Training Facility will need to be relocated. Last year the City acquired 80 acres of land from the Bureau of Land Management for the new pistol range and training facility. The land is located just north of Carey Avenue on the foothills of Sunrise Mountain.

By this agenda item, staff requests City Council's authorization to acquire an additional 80 acres of land from the Bureau of Land Management, located just north of the 80 acres previously acquired. Staff seeks to acquire the additional 80 acres to insure that no development will occur adjacent to the new police facility and to provide an extra element of safety.

FISCAL IMPACT

None.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council authorize the filing of an application for land for Recreation and Public Purpose from the Bureau of Land Management.


C. E. GILPIN
Director of Engineering Services

Agenda Item 3/7/84

IV (i) G. 6

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 22, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: MODIFICATION TO CURRENT MAJOR STREET IMPROVEMENTS PRIORITY LISTING

PURPOSE/BACKGROUND

At the regular meeting of March 17, 1982, the City Council approved a list of 16 high priority projects to be submitted to the Regional Transportation Commission for programming and construction scheduling (see attached list). Subsequently, the Regional Transportation Commission placed three of these projects (Owens Ave., Jones Blvd. and Smoke Ranch Rd.) on their current short-term construction schedule.

Recent events, including a downturn in the financial resources of the City and a possible change in public relations problems along Rancho Drive, have warranted a reassessment of our recommended project prioritization. We now recommend that the priorities be placed in this order:

1. JONES BLVD. (Smoke Ranch Rd. to Rancho Dr.)
2. STEWART AVE. (28th St. to Nellis Blvd.)
3. RANCHO DR. (Sahara Ave. to Charleston Blvd.)
4. SMOKE RANCH RD. (Rancho Dr. to Jones Blvd.)
5. OWENS AVE. (Pecos Rd. to Nellis Blvd.)
6. MOJAVE RD. (Washington Ave. to Boulder Highway)
7. WASHINGTON AVE. (Lamb Blvd. to Nellis Blvd.)
8. MICHAEL WAY (Vegas Drive to Washington Ave.)
9. OAKLEY BLVD. (Lindell Road to Rancho Dr.)
10. OAKLEY BLVD. (Railroad Overpass/Underpass)
11. TORREY PINES BLVD. (Charleston Blvd. to Sahara Ave.)
12. WASHINGTON AVE. (Saylor Way to Michael Way)
13. WASHINGTON AVE. (Tonopah Dr. to Highland Ave.)
14. ALEXANDER RD. (Torrey Pines Blvd. to Decatur Blvd.)
15. W. CHARLESTON BLVD. (Antelope Way to edge of City Limits)
16. MICHAEL WAY (Washington Ave. to Rancho Dr.)
17. BUFFALO DRIVE (Charleston Blvd. to Westcliff Dr.)

The consequences of this re-ordering, if approved by the City Council and the Regional Transportation Commission will be:

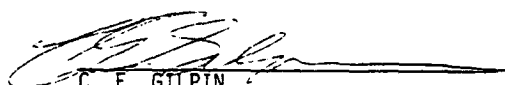
1. The Stewart Ave. and Rancho Dr. projects will be scheduled for construction as soon as possible.
2. The Owens Ave. project will be scheduled for construction in three or four years, instead of this year.

FISCAL IMPACT

None at this time.

RECOMMENDATIONS

The Director of Engineering Services recommends that the City Council approve the revised project listing and authorize the list be submitted to the Regional Transportation Commission.


C. E. GILPIN
Director of Engineering Services

Agenda Item 3/7/84

IV (i). G. 7.

0205

AGENDA*City of Las Vegas*March 7, 1984
Page 23CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

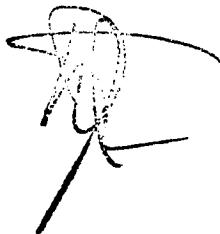
IV (i). DEPARTMENT OF ENGINEERING SERVICES
(Continued)G. REPORTS/ACTION (Continued)

8. Approval (subject to funding) of
agreement for engineering design services
for Rancho Road from Sahara Ave. to
Charleston Blvd.

Lurie -
APPROVED Items 1,
2, 3, 4, 5, 6, 7,
and 8.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM



City of Las Vegas

CITY COUNCIL MINUTES - MARCH 7, 1984

0206

AGENDA DOCUMENTATION

Date: March 5, 1984

TO:
The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: APPROVAL (SUBJECT TO FUNDING) OF AGREEMENT FOR ENGINEERING DESIGN SERVICES
FOR RANCHO ROAD FROM SAHARA AVE. TO CHARLESTON BLVD.

PURPOSE/BACKGROUND

We have recommended that the City Council and the Regional Transportation Commission re-order the current priority list so that Rancho Road, from Sahara Ave. to Charleston Blvd., may be improved as soon as possible.

Staff has solicited engineering proposals from four firms. A selection committee has reviewed all proposals and recommends the award of a contract to ALCA Engineering and Surveying, Inc., a local firm, with experience in this area to design and prepare contract documents for this project.

We have analyzed the manpower requirements to perform the work and recommend a force account agreement with a maximum fee allocation of \$57,100.

	SID Revolving Fund	Regional Trans. Commission Funds	City of Las Vegas General Fund	Total
ALCA Engineering Design:	\$5,000	\$45,100	\$7,000	\$57,100
City of Las Vegas Engineering Contract Management	1,100	10,300	1,600	13,000
Total	\$6,100	\$55,400	\$8,600	\$70,100

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

FISCAL IMPACT

Regional Transportation Commission Funds:	\$55,400
City of Las Vegas General Fund:	8,600
SID Revolving Fund	6,100
Total	\$70,100

RECOMMENDATIONS

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


C. E. GILPIN
Director of Engineering Services

Agenda Item 3/7/84

IV (i). G. 8.

1 AGREEMENT FOR ENGINEERING SERVICES

2
3 THIS AGREEMENT, and accompanying Supplemental Terms,
4 made and entered into as of the 7th day of March,
5 1984 by and between the CITY OF LAS VEGAS, NEVADA, a municipal
6 corporation and political subdivision of the State of Nevada
7 (hereinafter referred to as the "CITY OF LAS VEGAS") and ALCA
8 ENGINEERING AND SURVEYING, INC. (hereinafter referred to as
9 "CONSULTANT").

10
11 W I T N E S S E T H:

12 WHEREAS, it is agreed and understood by the parties
13 hereto that the CONSULTANT is to provide the required engineering
14 and related services to produce complete plans, specifications
15 and other contract documents for the overlay and reconstruction
16 of Rancho Road from Sahara Avenue to Charleston Boulevard (here-
17 inafter referred to as the "Project"); and

18 WHEREAS, the Project consists of removal and reconstruc-
19 tion of street pavement, base and subbase; curbs, gutters and
20 sidewalks; street lights and other incidental work between Sahara
21 Avenue and Charleston Boulevard, a distance of approximately one
22 mile.

23 NOW, THEREFORE, in consideration of the foregoing
24 premises, the parties hereto agree to the following terms and
25 conditions set forth in Sections I through VII and to the Supple-
26 mental Terms, Sections I through XXI, set forth in Exhibit "A",
27 attached hereto and incorporated hereby by this reference as a
28 part of this Agreement. AS used hereinafter, the term "Agreement"
29 refers both to Sections I through VII of this Agreement and to the
30 Supplemental Terms attached hereto as Exhibit "A".

31 SECTION I: SERVICES

32 Upon receipt of written authorization from the CITY OF

1 LAS VEGAS, subsequent to the execution of this Agreement, CONSULT-
2 ANT shall provide the following services:

3 A. Preliminary Design Services

- 4 1. Consult with the CITY OF LAS VEGAS to clarify and
5 define the PROJECT requirements, review available
6 data and discuss general scheduling requirements.
7 Confer, as necessary, with approving and regulatory
8 agencies and with affected utilities.
- 9 2. Review existing topographic maps, surveys and soils
10 investigation data and make recommendations as to
11 the need to conduct other field surveys to supple-
12 ment and confirm existing data in the CITY OF LAS
13 VEGAS' files.
- 14 3. Prepare a hydrology and hydraulic report for exist-
15 ing and proposed storm drain facilities and
16 tributary drainage areas affecting the PROJECT.

17 B. Design Reports, Drawings, and Specifications Services

- 18 1. Make recommendations and obtain/provide surveys
19 and soils investigations and make recommendations
20 as to other field surveys to supplement and confirm
21 existing data in the CITY OF LAS VEGAS' files (if
22 any).
- 23 2. Make recommendations and obtain test borings and
24 soil information, and supervise and direct the
25 work of the soil exploration as required to supple-
26 ment and confirm existing data in the CITY OF LAS
27 VEGAS' files (if any). Consultant shall be required
28 to take borings every 300' from Oakey to Charleston
29 and three borings from Sahara to Oakey.
- 30 3. For laboratory testing of this PROJECT the
31 CONSULTANT will be required to determine or per-
32 form the following on the material presently in

- 1 place within the PROJECT limits:
- 2 a. Atterburg Limits - Liquid Limits and Plastic
- 3 Index
- 4 b. Moisture - Density Relationships
- 5 c. Soil Expansion Characteristics
- 6 d. Soil Settlement Characteristics
- 7 e. Chemical Analysis
- 8 f. Gradation Analysis
- 9 g. "R" Values
- 10 4. The CONSULTANT shall analyze the available modes
- 11 of improvement for the existing portions of Rancho
- 12 Road. The analysis shall examine pavement rehabili-
- 13 tation, reconstruction and shall include, but not
- 14 be limited to, the following:
- 15 a. Seals and Overlays
- 16 b. Full Depth Asphalt
- 17 c. Asphalt Over Untreated Aggregate Base
- 18 In addition the CONSULTANT shall make an economic
- 19 comparison of alternate structural sections and
- 20 review and data and findings with the CITY OF LAS
- 21 VEGAS. The CONSULTANT shall analyze all material
- 22 properties pertinent to design and construction.
- 23 5. Submit monthly progress status reports to the CITY
- 24 OF LAS VEGAS which discuss details of the project
- 25 plans, review job progress, review cost control
- 26 information and incorporate CITY OF LAS VEGAS
- 27 requirements and needs.
- 28 6. Prepare 24" x 36" plan drawings with specifications
- 29 for all proposed PROJECT work. Drawings shall be
- 30 reproducible.
- 31 7. Plans shall be drawn left to right, south to north
- 32 or east to west, with all stationing increasing to

1 the right.

- 2 8. Provide the CITY OF LAS VEGAS with two (2) sets
3 of progress plans and specifications for review
4 purposes at 50%, 75% and 100% completion of the
5 design.
- 6 9. Provide all coordination required with utility
7 companies and regulatory agencies or other engineers
8 engaged on the PROJECT. Assist the CITY OF LAS
9 VEGAS in obtaining approval of PROJECT plans and
10 specifications from the Regional Transportation
11 Commission. Meet with regulatory agencies as
12 required.
- 13 10. Following completion of the plans and specifications,
14 prepare a detailed construction cost estimate by
15 funding agencies.
- 16 11. Assist the CITY OF LAS VEGAS in advertising for
17 and obtaining bids for the PROJECT construction.
18 Furnish the CITY OF LAS VEGAS with seventy-five
19 (75) copies of plans and one (1) set of specifica-
20 tions for distribution to bidders and regulatory
21 agencies.
- 22 12. Be present at the bid opening and tabulate bids
23 received. Analyze bids and make recommendations
24 to the CITY OF LAS VEGAS for the award of the
25 construction contract.

26 C. Construction Phase Services

- 27 1. Consult with and advise the CITY OF LAS VEGAS as
28 to the acceptability of subcontractors and other
29 persons and organizations proposed by the Prime
30 Contractor and as to the acceptability of substitute
31 materials and equipment proposed by the Contractor.
- 32 2. Consult with and advise the CITY OF LAS VEGAS

- 1 during construction; prepare elementary and supple-
- 2 mentary sketches where required to resolve problems
- 3 due to actual field conditions encountered.
- 4 3. Check detailed construction drawings, shop and
- 5 erection drawings submitted by the Contractor for
- 6 compliance with design concepts.
- 7 4. Make periodic visits to the PROJECT site at inter-
- 8 vals appropriate to the various stages of construc-
- 9 tion to observe the progress and the quality of
- 10 the executed work and then inform the CITY OF LAS
- 11 VEGAS.
- 12 5. Make a final inspection and report on completion
- 13 of the PROJECT, including recommendations concerning
- 14 final payments to Contractors and release of retained
- 15 percentages.
- 16 D. Special Design Services
- 17 1. Perform engineering survey for design; establish
- 18 local bench marks. The CITY OF LAS VEGAS shall
- 19 provide the necessary centerline control.
- 20 2. Perform soils investigation, including test borings,
- 21 sampling and analysis.
- 22 SECTION II: CITY OF LAS VEGAS' SERVICES
- 23 1. The CITY OF LAS VEGAS shall provide to the CON-
- 24 SULTANT the traffic numbers to be used in the design
- 25 of the roadway structural section. Additionally,
- 26 the CITY OF LAS VEGAS shall provide a copy of the
- 27 preliminary plans for the construction of Rancho
- 28 Road along with any other pertinent information in
- 29 the files of the CITY OF LAS VEGAS.
- 30 2. CITY OF LAS VEGAS, of its own costs, agrees to
- 31 furnish to the CONSULTANT copies of the right of
- 32 way plans, cost estimates and the specifications

1 required by the CITY OF LAS VEGAS for the PROJECT.

2 SECTION III: COMPENSATION AND
3 MANNER OF PAYMENT

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

- 6 1. "Salary Expenses" are defined as the hourly wage
7 rate for those employees utilized by the CONSULTANT
8 in the performance of this Agreement times 2.1 for
9 office personnel or 1.8 for field personnel,
10 whichever is appropriate.
11 2. "Hourly Wage Rate" is defined to mean the hourly
12 wage paid to a particular employee. The hourly
13 wage rate for those employees anticipated by the
14 CONSULTANT to be utilized in the performance of
15 this Agreement are provided in Exhibit "B",
16 attached hereto and incorporated herein by this
17 reference as a part of this Agreement.
18 3. "Direct Non-Salary Expenses" are as defined on
19 page 32 of the 1981 Edition of Manual 45 of the
20 American Society of Civil Engineers, a copy of
21 which is attached hereto as Exhibit "C" and incor-
22 porated herein by this reference as a part of this
23 Agreement. The service charge mentioned in Exhibit
24 "C" shall equal five percent (5%) of the actual
25 invoice for such non-salary expense.

26 B. Compensation Formula: It is agreed by the parties that
27 compensation of the CONSULTANT shall be on a cost plus
28 fixed fee basis subject to the limitations set forth
29 below. The CITY OF LAS VEGAS agrees to reimburse the
30 CONSULTANT for its costs, to wit: (i) Salary Expenses,
31 (ii) Direct Non-Salary Expenses, and to pay (iii) a
32 fixed fee in the total amount of Six Thousand One

Hundred and Eighty-eight Dollars (\$6,188.00) and 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 Costs
41,252	+	9,660	+	6,188	=	\$57,100

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.

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

- 9 1. Salary Expenses: The amount of Salary Expenses for
10 which compensation is sought by the CONSULTANT
11 shall be shown on the invoice along with the name or
12 position of the employee, the number of hours
13 worked and the hourly wage rate of the employee.
14 2. Direct Non-Salary Expenses: The amount of Direct
15 Non-Salary Expenses for which compensation is
16 sought by the CONSULTANT. Where possible, receipts
17 shall be attached to the monthly invoice.
18 3. Fixed Fee: The amount of Fixed Fee for which com-
19 pensation is sought by the CONSULTANT which shall
20 equal the same percentage of the Salary Expenses
21 for that month.

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

25 SECTION IV: TIME OF PERFORMANCE

26 The CONSULTANT agrees to commence performance of this
27 Agreement upon receipt of a notice to proceed from the CITY OF
28 LAS VEGAS and to complete its performance herein within 56 calendar
29 days, exclusive of any review time by the CITY OF LAS VEGAS, from
30 the date of the Notice to Proceed.

31 It is understood and agreed by the parties hereto that
32 in the performance of this Agreement, time is of the essence.

1 SETION V: INSURANCE

- 2 A. CONSULTANT shall provide and maintain during the exis-
3 tence of this Agreement for the protection of the
4 CONSULTANT and the CITY OF LAS VEGAS, the following
5 insurance coverage:
- 6 1. State Industrial Insurance System Insurance cover-
7 ing its full liability under the State Industrial
8 laws of the State of Nevada as required by the State
9 Industrial Insurance Commission, or equivalent
10 coverage approved by the CITY OF LAS VEGAS.
- 11 2. Automobile Liability Insurance, owned or non-owned
12 automobiles, Three Hundred Thousand Dollars
13 (\$300,000) each accident, combined single limit,
14 with the CITY OF LAS VEGAS named as an additional
15 insured party.
- 16 3. Professional Liability Insurance in the amount of
17 Five Hundred Thousand Dollars (\$500,000) insuring
18 against the negligent acts or omissions committed
19 by the CONSULTANT in the performance of this
20 Agreement. Said insurance shall be provided and
21 maintained during the existence of this Agreement,
22 and for two years after the date of acceptance by
23 the CITY OF LAS VEGAS of the constructed Project.
- 24 B. Prior to the commencement of this Agreement and as a
25 condition precedent thereto, the CONSULTANT will obtain
26 the insurance coverage required hereunder and will
27 furnish Certificates of Insurance to the CITY OF LAS
28 VEGAS demonstrating the procurement of such insurance.
- 29 C. The insurance coverage required herein must be written
30 by a company acceptable to the CITY OF LAS VEGAS and
31 which is licensed to do business in the State of Nevada.
32 The Certificates of Insurance sent to the CITY OF LAS

1 VEGAS must contain a clause to the effect that can-
2 cellations, reductions or restrictions shall not become
3 effective until thirty (30) days after written notice to
4 the CITY OF LAS VEGAS. In the event that any of the
5 insurance coverage required hereunder is cancelled,
6 reduced or restricted, the CITY OF LAS VEGAS reserves
7 the right to terminate this Agreement.

8 SECTION VI: DESIGNATION OF PROJECT REPRESENTATIVE

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

12 RUSSELL R. SILLITOE, P.E.

13 SECTION VII: NOTICES

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

16 CITY OF LAS VEGAS

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

18 CONSULTANT

19 ALCA ENGINEERING AND SURVEYING, I
20 2765 S. Highland Drive
Las Vegas, Nevada 89109
Attn: Kirk S. Anderson

21 SECTION VIII: ENTIRE AGREEMENT

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

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0217

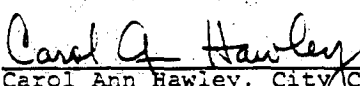
1 IN WITNESS WHEREOF, this Agreement is hereby executed
2 as of the date first above set forth.

3 CITY OF LAS VEGAS, NEVADA
4 a Municipal corporation

5 By 
6 WILLIAM H. BRIARE, MAYOR

7 ATTEST:

By: RON LURIE, MAYOR PRO-TEM

8 
9 Carol Ann Hawley, City Clerk
10

11
12 ALCA ENGINEERING AND SURVEYING, INC.

13
14 By 

15 ATTEST:

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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 herein-
stated set forth or limits of liability set forth therein, CONSULTANT shall protect, indemnify and hold harmless the CITY OF LAS VEGAS,

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

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

SECTION VI: ASSIGNMENT

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

SECTION VII: WAIVER

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

SECTION VIII: DESIGNATION OF REPRESENTATIVE

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

SECTION IX: CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

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

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

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

SECTION X: CONSULTANT'S EMPLOYEES

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

SECTION XI: INDEPENDENT CONTRACTOR

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

SECTION XII: APPLICABLE LAW

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

SECTION XIII: COMPLIANCE WITH LAWS

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

SECTION XIV: SEVERABILITY

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

SECTION XV: PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XVI: PUBLICITY

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

SECTION XVII: ARBITRATION

All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, may at the option of the aggrieved party be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CITY OF LAS VEGAS and the CONSULTANT, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

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

In the event that either party demands arbitration, it is agreed by the parties hereto that all means of discovery, including, but not limited to, depositions and interrogatories will be afforded to the parties involved in the arbitration, with the appointed arbitrator having all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.

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

SECTION XVIII: CONFIDENTIALITY

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

SECTION XIX: SITE INSPECTION

CONSULTANT represents that it has inspected the location or locations of the project and all data relating thereto, including, but not limited to, soil test reports and data, and location of adjacent structures and utilities, and has satisfied itself as to

the condition thereof and that the CONSULTANT compensation as provided for in the Section entitled "Compensation" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A", is just and reasonable compensation for performance hereunder, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith.

SECTION XX: SUBCONTRACTS

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

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY OF LAS VEGAS, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY OF LAS VEGAS, and that if the CITY OF LAS VEGAS has paid the CONSULTANT for said subcontracted work, then the subcontractors only recourse is against the CONSULTANT and not against the CITY OF LAS VEGAS, either through the institution of legal or equitable action or the attachment of any lien;
- B. A provision that the subcontractors have no more rights against the CITY OF LAS VEGAS than that of the CONSULTANT;
- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement unless the CITY OF LAS VEGAS has approved any deviations, changes or modifications in writing.

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.

PROJECTED ENGINEERING COSTS
RANCHO ROAD - SAHARA AVENUE TO CHARLESTON BLVD.
REGIONAL STREET IMPROVEMENT PROJECT

SUMMARY

OFFICE LABOR COSTS:

<u>Job Function</u>	<u>Hourly Rates</u>
Project Manager-----	\$30.72 hr.
Project Engineer-----	24.96 hr.
Chief Designer-----	24.96 hr.
Designer-----	20.35 hr.
Designer/Drafter-----	12.16 hr.
Drafter-----	8.96 hr.
Secretary I-----	12.22 hr.
Secretary II-----	8.58 hr.

FIELD LABOR COSTS:

<u>Job Function</u>	<u>Hourly Rates</u>
Survey Manager-----	\$26.88 hr.
Survey Analyst-----	26.21 hr.
Survey Crew-----	77.04 hr.

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

0226

AGENDA*City of Las Vegas*

March 7, 1984

Page 24

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

ITEM

Council Action

Department Action

IV(j) OFFICE OF ARCHITECTURAL SERVICES AND
PROJECT CONTROL
THOMAS B. GRAHAM, AICP, RLA, DIRECTOR

10:59 A. DISCUSSION AND POSSIBLE ACTION ON REMOVAL OF
to S. J. AMOROSO CONSTRUCTION CO. (GENERAL
11:20 CONTRACTOR) UNDER THE PROVISIONS OF THE
held in CENTRAL FIRE STATION CONSTRUCTION CONTRACT.
advance
11:30
Resumed
11:35,
ape 3

Christensen - 3/21/84 Agenda
Motion to TABLE
carried unanimously, Tom Graham appeared
subject to the following conditions: Harris Sharp,
1. S.J. Amoroso Const. architect, appeared
Co. will advise Atty. Mike Springer
Architects and Owner Reno, and Atty.
of their ceramic Dennis Haney,
veneer ASTM testing Las Vegas, appeared
results by Smith- and represented
Emery Co. as soon as S. J. Amoroso
available and prior Construction Co.
to next City Council meeting date.
2. Based upon Pat Henderson
ceramic veneer and Brian Furlong
testing results, appeared and
S.J. Amoroso Const. Co. represented S. J.
will submit revised Amoroso Con-
completion schedule struction Co.
for the entire project.
3. A principal owner David Daileida,
of S.J. Amoroso Const. architect,
Co. will meet with appeared.
the City Attorney
and City Project
Representative(s) NOTE: A verbatim
in Las Vegas within transcript made
this two-week period a part of the
4. City of Las Vegas final minutes.
will not take benefi-
cial occupancy of any
portion (i.e. Fire
Services personnel
into communications
area) of the Central
Fire Station Project
until reports on
all the above mutually
agreed to conditions
have been presented
to the City Council
at their regularly scheduled meeting
on March 21, 1984.

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 2, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON REMOVAL OF S. J. AMOROSO CONSTRUCTION CO. (GENERAL CONTRACTOR) UNDER THE PROVISIONS OF THE CENTRAL FIRE STATION CONSTRUCTION CONTRACT

PURPOSE/BACKGROUND

S. J. Amoroso Construction Company was awarded the construction contract for the Central Fire Station by City Council action on December 15, 1982. The original schedule submitted by the General Contractor targeted October 28, 1983 for completion. The legal end date of the construction contract as executed is December 28, 1983.

Dates of anticipated completion for areas of the work, as scheduled, have been of extreme importance on this project due to the fact that the emergency communications system operations transition to the new facility involves scheduling considerations of City personnel, absolute assurance of system operation during the transition, and assurance of total acceptability of the entire project once the new communications center is operational. The City is committed to occupy and operate from the new facility once the old communications equipment that is necessary to complete the new system has been removed from the existing facility. A very undesirable situation could arise if the City was forced to operate the emergency communications center in the new facility while the balance of the project remained incomplete and/or unacceptable with no guarantee of a completion date.

Change Order #4, approved by Council action on January 18, 1984, extended the contract end date by 28 days to January 25, 1984; however, the General Contractor has refused to sign the formal Change Order due to a dispute in the number of days granted, although provided with this information prior to Council action.

On February 22, 1984, a project walk-thru was conducted by Harris Sharp Associates (project architects), City personnel including representatives of Architectural Services, Building & Safety, City Attorney, Fire Services, General Services, together with representatives from S. J. Amoroso Construction, S. J. Amoroso Construction Company's attorney, and State Contractors Board, in order to ascertain the probability of the contractor attaining substantial completion in accordance with his most recently submitted schedule. The inspection revealed that project substantial completion could not be expected by March 2, 1984, as scheduled, and that the transfer of communication operations could not occur due to numerous deficiencies in that area including Uniform Building Code non-compliance items prohibiting occupancy. On March 2, 1984, the facility was found to be incomplete including this communications level. (Please see attached letter from Harris Sharp Associates summarizing problems to date on this project.) Repeated attempts to finish this project by the City and Architects have been met by the Contractor with little regard for urgency. Various items, directed by the Architects and/or the City's Building & Safety Department to be corrected in order to achieve substantial completion, have remained uncorrected and disputed (continued on page 2)

FISCAL IMPACT

No direct additional cost should be incurred by the City if S. J. Amoroso Construction Company is removed. However, indirect cost will total approximately \$15,000/month or \$500/day, including Architect's additional services, City staff extended involvement, and any contingencies. Liquidated damages, currently imposed by contract upon the Contractor, should offset these expenses, subject to possible arbitration.

TIME IMPACT (see page 2)RECOMMENDATIONS

The City Manager, in concert with City staff involved, and Harris Sharp Associates, project architects, recommend removal of S. J. Amoroso Construction Company, as General Contractor, from the Central Fire Station Project, "After giving the Contractor and his surety seven days written notice" required by the applicable Termination Conditions of the Construction Contract.

Thomas B. Graham
THOMAS B. GRAHAM, AICP, RLA, DIRECTOR
OFFICE OF ARCHITECTURAL SERVICES AND
PROJECT CONTROL

Agenda Item

IV(j) A.

CITY COUNCIL MINUTES - MARCH 7, 1984

TO: THE CITY COUNCIL

MARCH 2, 1984
PAGE 2

0228

PURPOSE/BACKGROUND (cont.)

by the General Contractor. Their actions are impeding progress toward building acceptance. By contract, such disputes are to be arbitrated after the project's completion. A timely notice of such a dispute is to be provided in writing to the owner. No such arbitration notice has been provided to date to the City of Las Vegas.

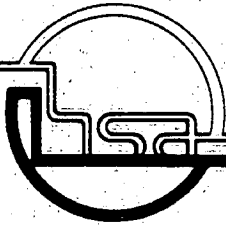
City staff, in accord with Harris Sharp Associates, has serious questions as to S. J. Amoroso Construction Company's intent to follow the terms and conditions of their awarded contract. As discussed above, the creditability of the contractor's scheduling is seriously subject to question. S. J. Amoroso's resistance to resolving these disputes in the formal manner set forth in the Contract Specifications continues to delay completion of the project.

As per the status report presented to you previously on January 18, 1984, the General Contractor has already exceeded not only the original December 28, 1983 completion date, but has now also exceeded the amended contract date of January 25, 1984, as per Change Order #4, previously authorized by the Council. A revised project schedule beyond the previously established March 2, 1984 completion date, has not been properly submitted to the City of Las Vegas nor its architectural consultants, Harris Sharp Associates, as of noon on March 2, 1984.

TIME IMPACT

If the City Council authorizes removal of S. J. Amoroso Construction Company as General Contractor from the Central Fire Station Project, a maximum thirty days delay can be expected until full start-up is achieved by SAFECO Insurance, the Contractor's bonding company. (Example: Removal by motion 3-7-84; legal notice + 7 days; start up + 30 days)

TBG:bjl
attachments



Harris Sharp Associates Incorporated
Architecture, Planning, Interiors

2915 West Charleston Boulevard Las Vegas Nevada 89102

(702) 877 0125

March 2, 1984

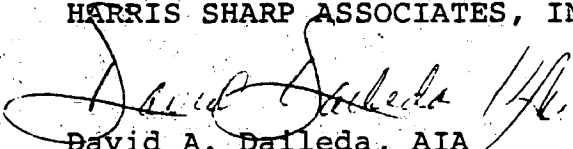
TO: CITY OF LAS VEGAS, OAS
ATTN: TOM GRAHAM
RE: CENTRAL FIRE STATION

Dear Tom,

During our review of the Central Fire Station Project on March 2, 1984, the facility was not completed as had been indicated on S. J. Amoroso's latest project schedule. In order to help the City Council review the project situation I have compiled a brief summary of the problems to date on this project. After a review of this letter, if you have any questions or would like any additional information, please let me know.

Sincerely,

HARRIS SHARP ASSOCIATES, INC.


David A. Daileda, AIA

DAD/lm
Attachment

MAR 2 1984

1. PROJECT SCHEDULE

The original contract called for the entire facility to be completed by December 28, 1983. The initial construction schedule proposed by S. J. Amoroso called for building completion and occupancy by October 28, 1983. As the project began, the contractor stayed on schedule for the first few months. As problems with subcontractors began to develop, the project began to slip behind schedule. Although we had asked for a revised construction schedule in the fall of 1983. No new schedule was produced until January of 1984. This called for completion of the project by mid-February. This schedule was soon replaced by a third schedule calling for completion of the Communications level by February 2nd and completion of the project - with the exception of the Motorola communications equipment - by March 2, 1984. The Communications level was inspected, at Amoroso's request, on February 16th. Because of the very incomplete state of the building, the inspection was called off and rescheduled for February 22nd. At this time the Communications level was still very incomplete and far from being acceptable for occupancy. The remainder of the facility is approximately 65% complete. We have no revised schedule for the completion of the project - how long must we wait?

2. SUPERVISORY CHANGES

During the project, numerous changes have taken place within S. J. Amoroso company in the supervisory roles of SJA in association with this facility. Initially, John Clatterbuck was assigned as Job Superintendent. Pat Henderson was the "in-house" Project Coordinator and Bob Thorniley was assigned to handle the project paperwork.

Almost immediately Bob Thorniley left the SJA organization, and his function was taken over by Pat Henderson. Pat was then moved to the SJA Airport project and Don Des Jardin, as SJA partner, was assigned the paperwork job. John Clatterbuck was elevated to SJA's General Superintendent and Chuck Clatterbuck was elevated to Project Field Superintendent. This was agreed to by the City of Las Vegas only with the provision that John Clatterbuck spend a specified amount of hours on this project. This was adhered to for a while. Don Des Jardin was recalled to the Northern operation of SJA, and Pat Henderson, with the aid of Brian Furlong, has re-taken control of the project. John Clatterbuck has quit SJA and thus, our one constant thread through this project is gone.

3. OUR HELP TAKEN AS THREAT

At the beginning of this project, the City chose to station Ted Rexing, a registered architect, on-site as a "clerk of the works" to look after the City's interests as owner. Continually SJA has refused to understand and accept Ted's

role and has continually complained of his presence on site and his inspection of the work.

Early on we had agreed Ted would inspect the work as it progressed, note deficiencies and monitor their correction so that problems could be quickly rectified, and no problems would linger to the project's end. This agreement was quickly forgotten. Ted was used by SJA as a "work list producer". It seemed SJA only did what Ted listed at times. Ted appeared to be the only monitor on the project. SJA resented his presence from the beginning, treats him as a threat - not a help - and has tried to use him as a scapegoat in many instances.

4. CERAMIC VENEER

Because of the processing required to construct the ceramic veneer system for this building, a "pre-tile" conference was held wherein the contractor, his subcontractors, the architect, his consultants, and the City could discuss the veneer installation procedures and set forth inspection criteria. During this meeting, certain changes in the veneer system were called for and made - which the contractor has been paid for. The contractor, however, chose to see this as an opportunity to "drag his feet" and resist the help. His installation of this system has been stopped once by a City of Las Vegas Building Department 'red tag' and once by a City of Las Vegas Building Department letter explaining the existence of an installation problem. Although the subcontractors have tried to work out this problem, the contractor has chosen to begin a legal fight with the City and the architect.

5. MOTOROLA/CENTEL

In order to give the City a "sole source" for responsibility on this project, it was decided that the contracts with Motorola for communications equipment and Centel for telephone equipment would be added to the contract of the General Contractor. Since the initial pre-construction conference, SJA has made numerous attempts to change this decision in an attempt to reduce their agreed to responsibilities on this project. This refusal to work cooperatively has caused conflicts and slowdowns on the parts of Motorola, Centel and SJA.

6. SUBCONTRACTOR PROBLEMS

Continually throughout this project, SJA has had problems with its subcontractors and has replaced some of them without consent of the City of Las Vegas, which is contrary to the contract documents. This problem has become so severe in the case of the testing lab, J. H. Kleinfelder,

that a lien has been filed on this project by JHK for payment of funds.

7. ADMINISTRATIVE MANEUVERS

The paperwork supporting this project has continually been behind, neglected and unrealistic since inception of the project. Requests for additional monies have been made for amounts as little as \$41.00, and requests for additional working days of over 150 to date.

We are continually faced with a barrage of paper that covers everything from demands from subcontractors for payment to complaints that we are inspecting the project too much. The items we request are continually slow in arriving, and often are incomplete.

MAR 2 1984

EVALUATION
3/1/84

Central Fire Stn.
{ 3 }



Harris Sharp Associates Incorporated
Architecture, Planning, Interiors

2915 West Charleston Boulevard Las Vegas Nevada 89102

(702) 877 0125

February 20, 1984

TO: S. J. AMOROSO CONSTRUCTION COMPANY
ATTN: BRIAN FURLONG/CHUCK CLATTERBUCK
RE: PROGRESS AT CENTRAL FIRE STATION

Dear Mr. Furlong:

In letters to S. J. Amoroso on both January 14, and January 26, 1984, we have indicated our concerns based on our observance of the progress of the work at the Central Fire Station Project. In response to those letters, S. J. Amoroso issued a construction schedule on January 6. That schedule indicated that the communication level of the building would be ready for inspection and acceptance on February 3rd, 1984. Subsequently, S. J. Amoroso did request that the indicated walk through be performed on February 16th. During that walk through it appears that the building was not ready for occupancy. Therefore, the City of Las Vegas, at the recommendation of Harris Sharp Associates, Inc. has scheduled a walk through inspection of the Central Fire Services Complex at 9:00 A.M. on Wednesday, February 22, 1984. Present at this inspection will be representatives of Harris Sharp Associates, City of Las Vegas Department of Architectural Services, General Services, Building and Safety, and the City Attorney.



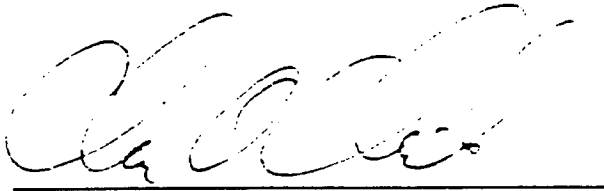
FEB 21 1984

February 20, 1984
Central Fire Station

Additional representatives of the State Contractor's Board and the Surety for S. J. Amoroso have been asked to attend.

At this walk through a list of building deficiencies will be compiled. Please have an authorized representative at the site for this walk through.

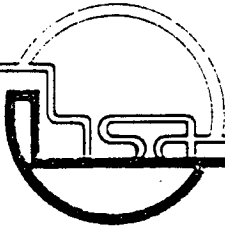
Very truly yours,
HARRIS SHARP ASSOCIATES, INC.


A handwritten signature in cursive script, appearing to read 'David A. Daileda', is written over a horizontal line.

DAVID A. DAILED A, A.I.A.

DAD/gh

cc: Ted Rexing
Dave Walliser
General Services
Building & Safety
City Attorney
State Contractor's Board
Dan Evans



Harris Sharp Associates Incorporated
Architecture, Planning, Interiors

2915 West Charleston Boulevard Las Vegas Nevada 89102

(702) 877 0125

February 24, 1984

HAND DELIVERED

TO: S. J. AMOROSO CONSTRUCTION COMPANY
ATTN: BRIAN FURLONG
RE: CENTRAL FIRE STATION
Punch List

FEB 28 1984

Dear Brian,

Enclosed please find the list of deficiencies noted in the Communications level of the Central Fire Services project. This list was compiled prior to and verified during our walk-through of February 22, 1984. As was stated at the walk-through, this is not a "punch list" of final items but rather a list of deficiencies which must be corrected prior to consideration of occupancy for this level.

Because of the length of this list, as well as the incomplete stage of the remainder of the facility, we are very concerned that SJA will again fail to meet the latest construction schedule (submitted on January 24th) which calls for the final completion of the entire facility with the exception of the communications equipment, by March 2, 1984.

Please be advised that if SJA fails to complete the entire facility, including but not limited to the items indicated on the enclosed list by the close of business on March 2nd, the Project Committee will be forced to assess the building situation at that time in order to determine if the City Council will be asked to consider removal of the contractor during its March 7th City Council Meeting.

Sincerely,

HARRIS SHARP ASSOCIATES, INC.

[Signature]
David A. Daileda, AIA
President

DAD/lm
Enc.

cc: Dave Walliser
Ted Rexing
File WH1353

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 1
IV(j). OFFICE OF ARCHITECTURAL SERVICES AND PROJECT CONTROL, THOMAS B. GRAHAM,
DIRECTOR. ITEM A. DISCUSSION AND POSSIBLE ACTION ON REMOVAL OF S. J. AMOROSO
CONSTRUCTION COMPANY (GENERAL CONTRACTOR) UNDER THE PROVISIONS OF THE CENTRAL
FIRE STATION CONSTRUCTION CONTRACT.

MAYOR BRIARE: Now we'll go to the Office of Architectural Services on
Council page 24. Discussion and possible action with
respect to the fire station construction contract.

COUNCILMAN LEVY: We said some nice things about you a few minutes ago, Tom.

TOM GRAHAM: I know. We'll forget all of those for the moment. This
item is a continuance, if you will, of the status report
that was given to you in January 18. At that time, we
indicated that the Central Fire Station Project was
approximately 74% complete. Since that time, and I alerted
you at that time that I was fearful that even as per the
amended --

COUNCILMAN LEVY: January what?

TOM GRAHAM: January 18 is when we presented the status report to you.
I alerted you at that time that I was fearful even as per
the amended contract date. The original contract date is
December 28, 1983 for completion of the project, but by
appropriate procedures outlined in the contract, amended
time was granted by your approval of Change Order No. 4
amending that original date to January 25, 1984. I was
concerned then that we would not see the amount of work
necessary to complete the project within the next 7 days
from the time that I presented it to you on the 18th.
Subsequently, another schedule is outlined in your backup
and I think the backup pretty clearly details the events
of scheduling and default of scheduling that have occurred
to date indicating that the latest schedule from the contractor
after that time was March 2 for completion. Well, that date
has again been defaulted upon, so what I placed on the agenda
for your consideration this morning is exactly that: Discussion
and possible action on the removal of S. J. Amoroso Construction
Company as general contractor from this project. I do have
with me some slides that show the status of the project as
of March 2. I also have a graph that illustrates a
comparative relationship of their original schedule to the
contract schedule deadline to the work activity proceeding
at this time.

COUNCILMAN LEVY: I'd like to ask two questions. First, I'd like to ask you,
what is your recommendation?

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 2
IV(j). OFFICE OF ARCHITECTURAL SERVICES AND PROJECT CONTROL, THOMAS B. GRAHAM,
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FIRE STATION CONSTRUCTION CONTRACT.

TOM GRAHAM: My recommendation, subject to some input that we may see forthcoming from representatives of Amoroso Construction that are here this morning, my recommendation still stands. At this point in time I would like to see the removal of the contractor. I basically feel that what we are getting into, although we have not been formally notified as is required by specifications, that they intend to arbitrate any item here. We continue to get undertones of legalities and legal action and that's impeding the work. We're spending a little more time responding to those issues instead of getting on with getting the project done.

COUNCILMAN LEVY: Could I ask Mr. Sharp to come forward?

TOM GRAHAM: You certainly may. There's other representatives of Harris Sharp and Associates here also.

COUNCILMAN LEVY: I know one guy I can pick on though.

HARRIS SHARP: Our recommendation is basically the same as your Director of Architectural Services. I think we should let the contractor tell us what he is going to do to finish this building and get it on schedule and get it done. You need the building.

COUNCILMAN LEVY: We need the building. I didn't recognize the Junior President.

TOM GRAHAM: David Daileida has been the Project Manager for Harris Sharp and Associates.

MAYOR BRIARE: Perhaps at the moment, Mr. Graham, instead of the slides and the charts and so forth, I think the Council would like to hear from the highest officer in the Amoroso Construction Company because what's pending before us is the possibility of taking action to call the contract in default. I think that you have convinced us over a period of at least a couple of months that that's the action we're heading for if things don't change. You're telling us today they're not changed. So before we look at the slides or anything, I'd like to hear a comment from the Amoroso Construction Company.

TOM GRAHAM: I believe they're in attendance. I think Pat Henderson is probably, to my knowledge, the most authorized representative.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 3
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MAYOR BRIARE: Would you please identify yourself, Mr. Henderson, and you're aware of what possible action is before us here?

TOM GRAHAM: Mr. Henderson is in blue.

ATTY. MIKE SPRINGER: I am Mike Springer. I'm legal counsel for S. J. Amoroso. I've been requested to be here by Mr. David Amoroso, with whom I've been in constant contact with on this issue. Amoroso, of course, contests the position of the Architectural Services and the architect with respect to contract deadline. We feel, and throughout the course of the project when faced with over 140 requests for quotes on changes, over 40 of which were granted by change order, some of which constituted major items of work, we're still presently under a "stop work" in a certain portion of the contract due to the architect presenting a change order, or at least reviewing the same for a change in the site work, we do not feel that the contract deadline time was ever January 25. We feel we are entitled to at least 60 additional days on that contract.

COUNCILMAN LEVY: From today?

ATTY. MIKE SPRINGER: No, January 25, sir.

COUNCILMAN LEVY: That would be March 25.

ATTY. MIKE SPRINGER: We have applied for in excess of 140 days during the entire course of this project due to impacted delays incurred on the project resulting not only from change orders, but in-field discovery of design, of flaws, such as structural beams supposed to be where air ducts were supposed to be. Too many mechanical systems in one location. It takes time to remedy those defects. They impact --

COUNCILMAN LEVY: Where were you? Where have you been the last year and a half?

ATTY. MIKE SPRINGER: We've been on the job, sir.

COUNCILMAN LEVY: No you haven't. You've been out at the airport.

ATTY. MIKE SPRINGER: That's not true. The job has been staffed.

COUNCILMAN
CHRISTENSEN: Let me ask a question here. I perceive here that what you're telling us is that whatever we do we're going to end up in litigation because you've been retained to sue the City if we kick you off the job or to force the City to let you have as long as you want, and so forth. Is that a fair assessment, just as a layman?

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 4
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ATTY. MIKE SPRINGER: Sir, that's not a fair assessment. I have represented some of the major contractors in this portion of the United States throughout various projects, 90% of which never go to litigation.

COUNCILMAN
CHRISTENSEN: I guess my problem is that we wanted to hear from the contractor and we got his attorney first jump out of the box with threats. That tells me that we've got a lawsuit pending.

ATTY. MIKE SPRINGER: Sir, I have not made a threat here today.

COUNCILMAN
CHRISTENSEN: Okay, fine, I understand that. Is there any way we can talk to the contractor and find out when and if he intends to build the fire station, or do we have to talk through legal counsel?

ATTY. MIKE SPRINGER: Well, sir. What is before you now has serious contract ramifications, legal ramifications.

COUNCILMAN
CHRISTENSEN: It sure does. It has serious contract ramifications with us. Are we going to be able to talk to the contractor or is the answer "no"?

ATTY. MIKE SPRINGER: Mr. Henderson is right here.

COUNCILMAN
CHRISTENSEN: I didn't hear him say anything. I heard his mouthpiece speak first, but we never got a chance to talk to him.

ATTY. MIKE SPRINGER: Now, Mr. Christensen, just a few minutes ago on the high-speed train you want to build down here, I heard this Council represent to the general public how fair this Council wanted to be. I'm here to offer the second half of the story.

COUNCILMAN
LEVY: Are you a local attorney?

ATTY. MIKE SPRINGER: No. Dennis Haney, who isn't here as yet. He is the local attorney.

COUNCILMAN
LEVY: That's the question I want to know. Where is Mr. Haney or where have you guys been when we've had this on our agenda

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 5
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COUNCILMAN LEVY: for the last year and a half? When Mr. Graham says to us, and as he's indicated, we're going to have problems because they're not getting the job done while our architects in meetings here there has not been even you or Mr. Haney or the contractor at these meetings to defend yourself or say something.

ATTY. MIKE SPRINGER: To my knowledge, sir, we haven't been invited.

COUNCILMAN LEVY: We had to threaten to throw you off the job and now you're here.

COUNCILMAN CHRISTENSEN: Who hasn't been advised, the legal counsel or the contractor?

ATTY. MIKE SPRINGER: Pardon me?

COUNCILMAN CHRISTENSEN: Who do you feel hasn't been invited, the legal counsel or the contractor?

PAT HENDERSON: Shall I begin to respond at this point or -- ?

MAYOR BRIARE: Just a minute, sir.

COUNCILMAN CHRISTENSEN: Because we weren't aware of legal counsel until today.

MAYOR BRIARE: Your question is directed to -- ?

COUNCILMAN CHRISTENSEN: Yes, I want to know where we stand on the project. Are we going to get it built, or what?

PAT HENDERSON: Shall I address? My name is Pat Henderson. I'm manager of Amoroso Construction, our Las Vegas office. We have continued to prosecute with diligence that construction project. That's a statement of fact. If you go out there today, you'll see in excess of 30 workmen, which you would see at any day in the past. The project has not been abandoned, nor do we intend to abandon construction on that project.

COUNCILMAN CHRISTENSEN: Can you say honestly that we've always had a full force working on that job?

PAT HENDERSON: Mr. Councilman, within the restraints of change orders, stop work orders, and day-to-day operations, yes, sir, unequivocally, yes.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 6
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TOM GRAHAM: May I address that?

COUNCILMAN
CHRISTENSEN: Tom, how close are we to finishing the project?

TOM GRAHAM: Right now the status is estimated at 85% complete. May I
address that comment? Our daily logs indicate the amount
of personnel on there. There has been increased activity
in the last week and a half, but that has not been the
case throughout the project.

COUNCILMAN NOLEN: Your Honor, I've been on the project a couple of different
times and I've not noticed what I would consider to be a
full crew. I certainly can't profess to be an expert in
construction, but the big concern is the need for public
safety and having this thing completed and the communication
system. It seems constant delay. We've had -- I don't
recall the last time it was on the agenda when you made
your presentation to us, but no one was even here. They
were notified of the meeting. No one even gave us the
courtesy of appearing to respond to our concerns and our
questions. And now because it looks like there may be
a problem and you may be taken off the job, suddenly
everybody is here and if we had had a little better
cooperation along the way as we were moving towards this
thing, we would have been better off.

PAT HENDERSON: Mr. Councilman, if I can address your first statement that
we were notified of a meeting, that is simply not true.
The second statement is there is a weekly progress meeting
held on this project every Tuesday, I believe, --

TOM GRAHAM: Thursday.

PAT HENDERSON: -- in this building, the purpose of which is to go over
job progress. My Project Manager attends the meetings.

COUNCILMAN NOLEN: What you're telling me is that a publicly-noticed meeting,
properly noticed, this was on the agenda at the last time --
do you have that exact date, Mr. Graham?

TOM GRAHAM: Yes, that was January 18, and by the way, they were informed
at those weekly meetings that are on Thursday, they were
informed of that status report, and in fact, they had a pay
request, Change Order No. 4, coming through at that time,
which they had to submit to us. They knew something was
coming up on that agenda.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 7
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PAT HENDERSON: Absolutely, gentlemen. We know that our project is continually discussed with your change orders, but we do not, and are not aware, that our attendance is requested. If it were requested, we would be here. We are here today.

COUNCILMAN NOLEN: You mean to say that we have it on the agenda -- when you were going into default, I forget the exact figure of penalties per day --

TOM GRAHAM: Five hundred.

COUNCILMAN NOLEN: Five hundred dollars per day, that that was not an area of concern to you, that you would not even come and respond to the allegations to prevent that penalty going into effect?

PAT HENDERSON: No, sir, Mr. Councilman. It is of great concern to us, but we also dispute the contract closing at the date it has now been set.

COUNCILMAN NOLEN: But you didn't come here and dispute anything that day.

PAT HENDERSON: No, sir, I did not. On Change Order No. 4, which you have signed, I have not signed because of the numerous change proposal estimates that constitute Change Order No. 4 is deficient by, I believe, twenty-two days, arbitrarily reduced by your Architectural Services and we refuse to sign until the acknowledgement of those days is taken into account.

TOM GRAHAM: May I clarify that for a moment, it will help you gentlemen. They were submitted by Harris Sharp and Associates, architects, what was to be presented on that agenda two weeks in advance of it coming up with a clause in the submittal letter that says, if you object to anything in here, please notify us. No notification was received by our architects or us, and yet, when you authorized the change order, then they refused to sign. They are playing an eleventh-hour game on us. They have been since the start of this project.

COUNCILMAN
CHRISTENSEN: Your Honor, what I see here is a situation where it's a question whether we try this here or in court and we might just as well get on with it, so I move we follow the recommendation of our Architectural Services Department and remove the contractor from the job.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 8
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CITY ATTORNEY

GEORGE OGILVIE:

Mr. Mayor, before a vote is taken I would like to make a few comments.

MAYOR BRIARE:

Okay, Mr. Ogilvie. We have a motion. Now we'll ask for comments by the Council.

CITY ATTORNEY

GEORGE OGILVIE:

I don't concur in the recommendation. I think that we have a better chance of getting it done on time with having Amoroso on the job than fighting with the bonding company and getting them to bring in a contractor to finish the job.

COUNCILMAN

CHRISTENSEN:

I have no problem in working with that, George. My problem is that contractors are builders, attorneys are not. It looks to me like what we're going to end up here is that the attorneys finishing building this and that bothers the hell out of me.

COUNCILMAN LEVY:

I'd like to make a comment too.

CITY ATTORNEY

GEORGE OGILVIE:

I spent quite a bit of time in the last week looking into this matter and my recommendation is not made lightly. With respect to Councilman Christensen's comments about that we're going into arbitration in any respect so we might as well -- in any event, we might as well go whole hog. I don't doubt that we'll be in arbitration over some items. As it has been pointed out, liquidated damages have been running since January 25, or January 26. I'm sure that we will be in arbitration over that. Assuming that there is some merit to Amoroso's claim that they are entitled to additional days, I think it's fair to surmise that there possibly would be some median ground struck by the arbitrator in those arbitration proceedings. I think to give up something in arbitration along the lines of liquidated damages is quite another thing than throwing a contractor off the job and going in and arbitrating that issue. I feel very strongly that you are taking a risk that I really don't think you want to take at this time.

TOM GRAHAM:

May I interject? George and I have discussed this in detail and I know we're not exactly in concert on the approach. I have as a result of -- and I do respect George's legal expertise, and I'm not --

COUNCILMAN LEVY:

You're an architect.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 10:00 A.M. - PAGE 9
IV(j). OFFICE OF ARCHITECTURAL SERVICES AND PROJECT CONTROL, THOMAS B. GRAHAM,
DIRECTOR. ITEM A. DISCUSSION AND POSSIBLE ACTION ON REMOVAL OF S. J. AMOROSO
CONSTRUCTION COMPANY (GENERAL CONTRACTOR) UNDER THE PROVISIONS OF THE CENTRAL
FIRE STATION CONSTRUCTION CONTRACT.

TOM GRAHAM: That's right. In that regard I would certainly consider amending my recommendation if certain conditions, and I would not want to, in any way, recommend to you gentlemen that this item be simply deleted or not acted upon. At best, I might entertain amending my recommendation to hold this item in abeyance until the next meeting of March 21 with four conditions that I would like to see agreed to by Amoroso Construction in the presence of you gentlemen, who are the ultimate owner representing the public in the city of Las Vegas. The first condition in that regard is that S. J. Amoroso Construction Company will submit a revised completion schedule for the entire project. Part of our problem has been that there is no submittal as required in the original documentation beyond the March 2 date, which has come and gone, and it wasn't completed. It's obvious it's not completed.

MAYOR BRIARE: Mr. Graham, just one second. As you cover -- have you got several points to go over? As you discuss each one of them, would you address a question to the representative and ask him if he agrees to do what you're asking him to do?

COUNCILMAN LEVY: I'm not sure we have the right representative. He doesn't even know which day the meetings are held.

TOM GRAHAM: We'll notify him again, Councilman Levy.

PAT HENDERSON: Mr. Councilman, again my Project Manager attends the meetings every Thursday.

COUNCILMAN LEVY: Well, why isn't he here then, God damn it.

PAT HENDERSON: He is here.

COUNCILMAN LEVY: Well, let's get him here up front. Let him answer these questions since he's the one doing all the work.

MAYOR BRIARE: Do you wish to call him forward?

COUNCILMAN LEVY: Yes.

MAYOR BRIARE: What's his name?

TOM GRAHAM: Brian Furlong.

MAYOR BRIARE: Mr. Furlong, would you come forward, please. Where are you from?

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ATTY. MIKE SPRINGER: Reno.

MAYOR BRIARE: Are you admitted to the Bar of Nevada?

ATTY. MIKE SPRINGER: Have been for eight years.

MAYOR BRIARE: Good for you.

ATTY. DENNIS HANEY: Mayor Briare, may I introduce myself to the Commissioners, if you don't already know who I am. I'm Dennis Haney. I'm a local attorney here, also representing S. J. Amoroso. I'll be happy to share any information that I may be able to to help you make your decision.

MAYOR BRIARE: You know, if your attorney thinks this is an inquisition, then I don't know of any reason why we should continue discussion with any of you gentlemen because you're demonstrating through your own attorney -- but would you look at me when I'm talking to you -- you're demonstrating through your own attorney that you have no regard for this project. Now you know we're hot up here and there's every reason in the world that we should be. Our own architects that we have a great deal of confidence in, we hired them to represent us and thank goodness, they're representing us.

PAT HENDERSON: Mr. Mayor, if I can respond to the attorney issue. First of all, our attorneys were not involved in this project until such time as it became very clear that your Architectural Services was pushing for removal of us as a contractor. Our attorneys have not been involved in these meetings.

COUNCILMAN LEVY: And neither were you. You never showed up here.

PAT HENDERSON: Councilman, that's not true. I showed up on a number of occasions, although I did not show up on the weekly function.

COUNCILMAN NOLEN: How many Council meetings have you made in regards to this?

PAT HENDERSON: None.

COUNCILMAN
CHRISTENSEN: Then you haven't showed up.

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PAT HENDERSON: Mayor, I misinterpreted that you meant to these meetings rather than the weekly progress meetings that are held on site.

ATTY. DENNIS HANEY: Mayor Briare, may I address one point that I think is rather critical here and it has to do with the issue that your Architectural Services representative was bringing up to you. It's a very different matter to terminate a contractor on a job and to go to the bonding company, whoever is right. We all lose. We all lose as taxpayers. We all lose as citizens of this community. We lose as a contractor. The only people that end up making any money are the lawyers out of it and that is not what we want to have happen.

COUNCILMAN LEVY: He already told us that already before you came in, Dennis. He's already threatened us.

ATTY. DENNIS HANEY: I'd like to share the other three conditions and just have a moment to confer with them. I think that we can meet any conditions.

COUNCILMAN LEVY: I'm not that happy with Amoroso. I'm not that ready to negotiate with them.

COUNCILMAN
CHRISTENSEN: Let me just put it in prospective for you. I appreciate what you're saying and I agree with you, but what are we to think when we have this in front of us two meetings and nobody shows up and finally the day we get somebody from the construction company to show up and tell us why the job wasn't done on time, and they can't find out when it's going to be done on time and what we should do about it, we find one guy that doesn't know when the meetings are and two attorneys facing us. Do you think that doesn't scare us? That's why I made the motion I did that we might just as well get on with it. It looks to me that the attorneys have already taken over and we're not here to build a fire station. We're here to see you pace.

ATTY. DENNIS HANEY: I'm not here to create any fear. I'm sure you guys really aren't afraid of me. I've been in the construction law business for a number of years. My general roll in representing clients is help resolve disputes, not help go to trial or arbitration.

COUNCILMAN
CHRISTENSEN: You're two months too late getting in here, that's our problem.

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ATTY. DENNIS HANEY:

I hear you. I understand what you're saying.

COUNCILMAN LEVY:

You know this passing the buck and moving around and
baloney has been going on in this city for too long.

MAYOR BRIARE:

Do you think, Mr. Graham, excuse me just a minute,
Councilman, do you think, Mr. Graham, and the representative
from the Amoroso Construction Company, that if you were to
have until this afternoon to discuss this with our
architects and our advisors and your lawyers, and so
forth, that you might be able to come back this afternoon
and have some kind of understanding of what would be in the
best interests of our city?

TOM GRAHAM:

I believe we could. I have some preliminary proposals that --

MAYOR BRIARE:

Because we have a motion on the floor and that is to begin
the termination. That's on the floor right now for action.
We can hold it until this afternoon and vote on it.

TOM GRAHAM:

That would be fine.

COUNCILMAN LURIE:

Are you going to bring back to us the timeframe that it's
going to take to complete the fire station?

COUNCILMAN LEVY:

And how much they're going to pay?

TOM GRAHAM:

I don't believe -- let me be candid -- I don't believe those
two issues can be resolved at this time, but I believe that
we can impose conditions that will be mutually agreeable and
hold this item in abeyance until your next meeting and at
that time, I believe, the issues you've addressed -- a complete
schedule, not one handed to us this morning that is still an
incomplete schedule due to qualifications, but a complete
schedule for the entire facility. I think that, along with
other issues, can be resolved within that two-week period.

COUNCILMAN LEVY:

I'm not sure.

COUNCILMAN LURIE:

One of my concerns is, we're sitting here submitting grants
to develop our Central Fire Station into a transportation
center, which we're on a timeframe there and we can't move
on that until we move out of the Central Fire Station, so
I would like to see some definite date established of when
we can have that other building ready.

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COUNCILMAN
CHRISTENSEN:

The irony of the whole situation as it appears that because a bigger job came along after the fire station that we just always go for the bigger job and let the small one lay and it bothers me to think that we're going to sacrifice a fire station that's badly needed in the downtown Las Vegas area for an airport, which is where all the people went, and which is in trouble?

ATTY. DENNIS HANEY:

Gentlemen, I can represent to you, we'll give our best effort that we can to come --

COUNCILMAN LEVY:

I don't want two weeks. No, I want answers this afternoon.

ATTY. DENNIS HANEY:

-- back this afternoon to give you as many answers as we can. If we cannot give you an answer, we'll tell you why --

COUNCILMAN LEVY:

And then we're going to vote on this.

ATTY. DENNIS HANEY:

-- and then it's up to you. You know, Al, I lived here for twenty-seven years and I don't want to see anything happen to this town either.

COUNCILMAN LEVY:

But I don't appreciate the other three.

MAYOR BRIARE:

You might also keep in mind that when -- if I'm thinking about the right contract -- that when this Council was discussing the award, the architectural contract award, that one of the most important aspects of who the architect should be was the delivery of this project on time and questions were asked of the competing architects as to how much work they had on hand. Could they handle this within a certain period of time? It is very difficult, of course, to choose professional services.

COUNCILMAN
CHRISTENSEN:

It was also discussed with the contractor, the same thing.

MAYOR BRIARE:

Well, Mr. Graham, we've already heard from the lawyer for -- the Las Vegas lawyer for the contractor that it would be agreeable to work on this thing for the rest of the afternoon. There is a motion before this Council to terminate the contract. If it meets with the approval of the Council, we will not take action on this this morning. We'll bring it up at approximately what time this afternoon?

COUNCILMAN LURIE:

Following the Planning, about 3 o'clock or 3:30.

MAYOR BRIARE:

Better say 3:30. Thank you, Mr. Graham. Gentlemen, thank you.

(RECESSED UNTIL AFTERNOON SESSION)

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(AFTERNOON SESSION)

MAYOR BRIARE:

Mr. Graham, how was your lunch?

TOM GRAHAM:

The lunch presentation went well. We did subsequently meet, as you directed, with representatives of Amoroso Construction. Our City Attorney was represented, as were our private architectural consultants. What I have, and I think in the interests of clarity if I can have these passed out Carol to the Council, these conditions are recommended to you now in lieu of the previous staff recommendation for complete removal. In essence, we're asking that the recommendation for removal of the general contractor be held in abeyance until the next Council meeting, March 21, subject to the following conditions, and these conditions have been mutually agreed to by Amoroso Construction representatives, including legal counsel present for them. I'll read them for the record and then if you will indulge me for a moment, let me read about four and if you have questions clarifying them, I'll be happy to answer those. First condition would be: S. J. Amoroso Construction Company will advise architects and owner of their ceramic veneer STM testing result by Smith-Emery Company as soon as available and prior to the next City Council meeting date. No. 2, based upon ceramic veneer testing results, S. J. Amoroso Construction Company will submit a revised completion schedule for the entire project. No. 3, a principal owner of S. J. Amoroso Construction Company will meet with City Attorney and City project representatives in Las Vegas within this two-week period. No. 4, City of Las Vegas will not take beneficial occupancy of any portion, example being, Fire Services personnel, into the communications area of the Central Fire Station project until reports on all of the above mutually-agreed to conditions have been presented to the City Council at your regularly-scheduled meeting on March 21, 1984.

COUNCILMAN LEVY:

Exactly what does this accomplish, Tom? We have no problems on their side, everything is on our side.

TOM GRAHAM:

Well, if I can, let me try and explain as best I can. Up until this time, Councilman Levy, we have had difficulty getting a schedule, or getting movement on this issue of whether the entire composite in some areas, the entire composite wall section with the exterior veneer attached to it, meets code; there has been a question on that. The question was raised several weeks ago and an item in dispute has been, whose responsibility is it to test it? City staff's position and the architects is, the contractor put it up, he's got to show us that it meets code as per specifications. What I'm saying is I do recommend these conditions to you and I understand your concern. You would like something more

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TOM GRAHAM: definitive today; I would have loved something more definitive several weeks ago. I believe that the two-week time period will not impact the project significantly and the movement by S. J. Amoroso in terms of getting these tests done and committing to us that those results will be back. not only to us, but to them to assess a definitive schedule for completion, I believe will move the project forward; if it doesn't, your holding in abeyance the action for removal which can be instituted within two weeks. I do recommend to you --

COUNCILMAN
CHRISTENSEN: How does the additional two weeks affect the liquidating damages portion of it?

TOM GRAHAM: Okay, as far as I'm concerned, the extent and content of these conditions are as stated. It does not in any way, in my opinion, alter the fact that liquidated damages are running.

COUNCILMAN
CHRISTENSEN: How do they feel about it?

TOM GRAHAM: I think we can ask their legal counsel to represent their position on that.

ATTY. DENNIS HANEY: Gentlemen, as I mentioned earlier, Dennis Haney on behalf of S. J. Amoroso. These conditions don't affect the rights of either party. We're in agreement and we're going forward with your consent with the construction. The primary concern was the first two items. We need to have the test results before anyone knows how to go ahead and we've already undertaken -- we've removed tiles today and the test, as I understand it, will be conducted in the only available laboratory on the west coast tomorrow so we're going to try to provide those results by Monday, assuming the lab gives us that information, so we're moving ahead.

COUNCILMAN LEVY: We have no idea when the place is going to be finished?

TOM GRAHAM: You will in two weeks. The problem is -- let's take a couple of for instances. If the tests come back and they are unacceptable to our Building and Safety Department and do not meet code in terms of sheer strength, then obviously the schedule for completion of that project is extended considerably beyond. If, in event No. 2, the test results come back and we're able to accept them under our existing code, in that case, we're looking at a much shorter completion time. Until they get the test results back, I don't believe we can ask for any real definite schedule at this time.

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COUNCILMAN LEVY: How long has the problem of this exterior been going on?

TOM GRAHAM: The problem on the veneer has been going on quite some time.

COUNCILMAN LEVY: What do you mean, quite some time?

TOM GRAHAM: I'd have to refer to some of my staff on exact dates. I can't --

COUNCILMAN LEVY: Six months, a year.

TOM GRAHAM: At least several months. There is at least two months.

COUNCILMAN LEVY: Why hasn't this test been done sooner?

TOM GRAHAM: We have indicated that this testing should be done. They have countered and said, it's not their responsibility. Our position is, you put it up, you want us to accept it, give us something to accept it upon. Visual inspection says it does not comply with code. We've had that confirmed by ICB0, so obviously, --

COUNCILMAN LURIE: Who specified it?

TOM GRAHAM: The architect specified it and we allege it is not installed as per specs. Of course, the contractor alleges it is installed as per specs.

ATTY. DENNIS HANEY: If it will help, what we've done is we still didn't feel we were obligated to do the testing, but we are trying to move the job along too so we said we'll go ahead and get the testing.

MAYOR BRIARE: And the results of that test is something that City representatives want.

TOM GRAHAM: The results of the test will stand for themselves.

MAYOR BRIARE: Comments? Further questions?

COUNCILMAN NOLEN: The big concern I have is we have the pledge from your clients, Dennis, that they're going to be cooperative with our staff, that we're going to be meeting with management-type people, not workers or at the worker level. We want management people that are responsible for this, to sit down with our staff and give us firm commitments as to what we're going to do and when is this project going to be completed.

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COUNCILMAN
CHRISTENSEN: I have a motion on the floor --

MAYOR BRIARE: That's correct.

COUNCILMAN
CHRISTENSEN: -- and I'm going to have to change that motion or somebody
else is going to have to make one and so I guess my question
is to our attorney. What is the proper procedure to accomplish
what Tom wants us to accomplish and hold this for two weeks?
Would it be to withdraw my motion or move to table it for two
weeks?

MAYOR BRIARE: You can even put a time certain on it. You can table motions.

COUNCILMAN
CHRISTENSEN: Can I table the same motion I made?

MAYOR BRIARE: Sure.

COUNCILMAN
CHRISTENSEN: I move that we table this until the next regular meeting.

COUNCILMAN NOLEN: Did you have any comments you wanted to make, George?

MAYOR BRIARE: The motion to terminate this contract has been so moved to
table until about the same time in the morning on March --

CITY ATTORNEY
GEORGE OGILVIE: I think that should be conditioned on the conditions that
he stated.

MAYOR BRIARE: Yes. In view of the recommendations of our staff architects.

COUNCILMAN
CHRISTENSEN: I'll consider that part of the motion.

MAYOR BRIARE: Comments by the Council? Are there any questions on what
we're doing? Cast your votes. Post. The motion is approved
and the motion to terminate is tabled until the next meeting
about the same time as we brought it up this morning under
the City Attorney's agenda, is that correct?

CITY ATTORNEY
GEORGE OGILVIE: Just before my department.

MAYOR BRIARE: Oh, Architectural Services, okay. I presume, Mr. Graham, that
that is with the concurrence of our consulting architects. What

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MAYOR BRIARE:

do you call yourself, Harris? You'r the architects of record, right? Gentlemen, thank you. I know that we all appreciate -- notwithstanding the fact that we're disappointed by this whole thing, that's obvious from this morning, but thank you for making the efforts that you've made during the lunch period and up until now. I'm very hopeful the whole thing will be resolved in two weeks. Work toward that point and everybody is going to be happy.

END OF EXCERPT

AGENDA*City of Las Vegas*

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

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March 7, 1984

ITEM Council Action Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

11:20 A. Appeal of Work Card Denial:
Lane Larkin

Nolen -
Appeal DENIED
Unanimous

Clerk to notify
Appellant was
not present.

11:21 B. Solicitation Agreement Between the City of
Las Vegas and the Unification Church

Lurie -
APPROVED Agreement
Unanimous

Staff to proceed

22 C. Lease to William Gladding of Sports Office
and Review of Softball Team Fees

Nolen -
APPROVED Lease.
Motion carried
with Christensen
voting "No."

Staff to proceed
William Gladding
appeared.

Nolen -
APPROVED Fees.
Motion carried
with Christensen
"excused."

D. Approval of Complaint with Respect to the
License of Leandrew Lamar McDaniel to Operate
a Liquor Business Known as Henry's Liquors

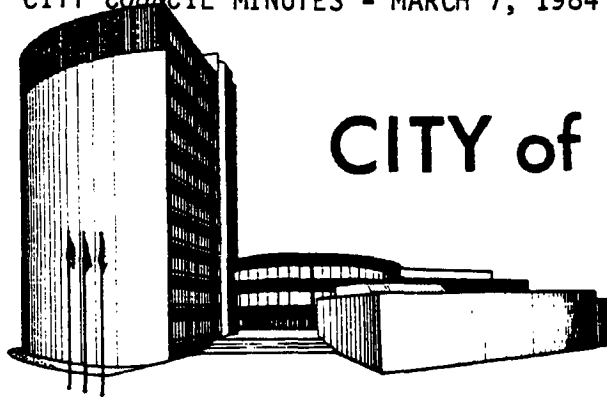
Nolen -
APPROVED Complaint
as recommended by
City Attorney.
Unanimous
(Lurie excused)

City Attorney
to proceed
~~Complaint to~~ - - -
be heard on
April 9, 1984,
2:00 P.M.

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

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

February 15, 1984

Mr. Lane Larkin
3915 Rawhide
Las Vegas, Nevada 89120

Dear Mr. Larkin:

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 March 7, 1984, at the regularly scheduled City Council meeting. This matter will be heard sometime between 10 A.M. and 12 Noon. I would advise you to be present at 10 A.M. and wait your turn. This meeting will be conducted in the Council Chambers at 400 East Stewart Avenue.

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

Sincerely,

CAROL ANN HAWLEY
CITY CLERK

Monice P. Keller

By
Monice P. Keller
Deputy City Clerk

CAH:mpk

cc: City Attorney
Metropolitan Police Department SIB



RECEIVED

FEB 15 12 25 PM '84

CITY CLERK

February 15, 1984

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

Dear Mrs. Hawley:

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

Sincerely,



LANE LARKIN
3915 Rawhide
Las Vegas, Nevada 89120

Phone: 456-8949 or 389-3125 (Pager)

CITY COUNCIL MINUTES - MARCH 7, 1984

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 21, 1984

TO:
The City CouncilFROM:
CITY ATTORNEYSUBJECT: Solicitation Agreement Between The City of Las Vegas and The
Unification ChurchPURPOSE/BACKGROUND

Under the proposed agreement between the City of Las Vegas and the Unification Church, the City has agreed to renew a solicitation permit to the church for the year ending February 19, 1985, and the church has agreed to conduct its solicitations in accordance with certain restrictions set forth in the agreement. The terms of the agreement are identical to other agreements between the City and the church that have been approved by the Mayor and City Council over the past several years.

As stated to you previously, it is the opinion of this office that the City has greater control over the solicitation activities of the Unification Church by requiring them to sign a separate agreement concerning such activities in addition to requiring them to follow the normal procedures for the issuance of a solicitation permit.

FISCAL IMPACT

N/A

RECOMMENDATIONS

It is the recommendation of the City Attorney's office that the City Council approve the proposed agreement.

Agenda Item

V-B

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of March, 1984, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation (hereinafter referred to as "CITY") and the UNIFICATION CHURCH (hereinafter referred to as "CHURCH"). The term "CHURCH" shall include any and all members, representatives, or agents acting on behalf of or in furtherance of church activities.

W I T N E S S E T H:

WHEREAS, CHURCH is seeking approval from CITY for its representatives to solicit donations within the City of Las Vegas, Nevada during the period of March 7, 1984, to March 6, 1985; and

WHEREAS, CITY recognizes the constitutional right of CHURCH representatives to engage in such solicitation subject to reasonable restrictions; and

WHEREAS, CHURCH acknowledges CITY'S legitimate interest in protecting its citizens from fraudulent solicitations and from unwarranted interference with their movement on public streets and sidewalks; and

WHEREAS, CHURCH acknowledges that reasonable restrictions may be placed upon the time, place and manner of solicitations made upon its behalf.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. The CITY shall issue a solicitation permit to CHURCH from the time period mentioned herein.
2. While engaging in solicitations, CHURCH representatives will limit their conduct to the distribution of literature, solicitation of

1 donations and the distribution of flowers,
2 literature and/or small gift items. No
3 chanting, dancing or similar conduct will
4 be included.

5 3. CHURCH representatives will not proselytize
6 within nine feet (9') of any doorway or street
7 corner unless they receive permission to do so
8 from the owner or operator of the premises.

9 4. CHURCH representatives will limit the total
10 number of their members per city block to a maximum
11 of two (2).

12 5. No more than one (1) CHURCH representative
13 will solicit donations from any member of the
14 public at any one time unless the member of the
15 public agrees to a greater number.

16 6. CHURCH representatives shall not unduly inter-
17 fere with the pedestrian and vehicular flow of
18 traffic.

19 7. CHURCH representatives will advise the Las
20 Vegas Metropolitan Police Department and the
21 Department of Business Activity when they intend
22 to carry on their activities in the City and
23 will designate a local representative as their
24 liaison with both Departments.

25 8. Each CHURCH representative must clearly
26 display an identification badge on his/her outer
27 clothing, which badge shall state the representa-
28 tive's name and the full name of the church. Such
29 badge shall be in a form approved by the Depart-
30 ment of Business Activity.

31 9. CHURCH representatives shall orally inform
32 each person being solicited that donations are

- 1 being sought for the Unification Church.
- 2 10. CHURCH representatives will furnish to
- 3 the CITY filed copies of the Certificate of
- 4 Incorporation or other documents evidencing
- 5 the status of the organization as a religious
- 6 organization.
- 7 11. The total number of CHURCH representatives
- 8 soliciting within the City at any given time
- 9 shall not exceed twelve (12) individuals.
- 10 12. CHURCH shall provide CITY with a detailed
- 11 report of the total amount of money raised in the
- 12 City during the period of this Agreement, together
- 13 with a statement of the disbursement of funds
- 14 so raised.
- 15 13. CHURCH agrees to abide by the terms and
- 16 conditions of CITY'S solicitation ordinances
- 17 set forth in Title 6, Chapter 22 of the Municipal
- 18 Code of the City of Las Vegas, Nevada, 1983
- 19 Edition.
- 20 14. CHURCH representatives who fail to abide
- 21 by these terms and conditions shall be subject
- 22 to legal sanctions, including criminal prosecu-
- 23 tion, if appropriate.
- 24 15. Repeated violations of the terms and conditions
- 25 set forth in this Agreement shall be grounds for

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CITY COUNCIL MINUTES - MARCH 7, 1984

1 revocation of the permit issued pursuant to
2 this Agreement.

3 DATED and SIGNED the day and year first hereinabove
4 written.

5 CITY OF LAS VEGAS, NEVADA

6
7 William H. Briare
8 WILLIAM H. BRIARE, MAYOR

9 ATTEST:

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11 Carol Ann Hawley
12 Carol Ann Hawley, City Clerk

13 UNIFICATION CHURCH

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16 By Faye Weisman
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City of Las Vegas

0262

AGENDA DOCUMENTATION

Date: March 2, 1984

TO:
The City CouncilFROM: *[Signature]*
Janison F. Stewart
Chief Civil Deputy AttorneySUBJECT:Lease to William Gladding of Sports Office and Review of
Softball Team FeesPURPOSE/BACKGROUND

On February 15, 1984, the City Council approved a professional service agreement with William Gladding for the operation of the City's softball program. The agreement stated that there would be a lease of the City's sports office to Gladding. Attached hereto for your approval is a lease of the sports office together with personal property contained therein to Gladding. The lease runs from March 1, 1984, to December 31, 1984. There is a nominal rent due of \$10.00 for this period.

The professional services agreement also stipulated that the team fees for the 1984 season would be \$515.00. Mr. Gladding seeks Council approval to reduce the team fee to \$413.00 and in doing so provide that the teams pay the game officials directly after each game. The \$6.00 fee to each official over the 17 game schedule would amount to \$102.00 which is the difference between the original fee of \$515.00 and the proposed fee of \$413.00.

FISCAL IMPACT

NONE

RECOMMENDATIONS

It is recommended that the Council approve the lease with Mr. Gladding and the adjusted fee proposal.

DISPOSITIONApproved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

V-C

INDENTURE OF LEASE

This Indenture, made and entered into in Las Vegas, Nevada, on this 7th day of March, 1984, by and between the CITY OF LAS VEGAS (herein called LESSOR) and WILLIAM GLADDING (herein called LESSEE).

WITNESSETH:

LESSOR hereby leases and demises to LESSEE, and LESSEE hereby hires from LESSOR, the premises described in Exhibit "A" and the personal property described in Exhibit "B" which are attached hereto and incorporated herein by reference as though fully set forth herein.

The term of this Lease will be from the 1st day of March, 1984, through midnight of the 31st day of December, 1984, a period of 10 months.

IN CONSIDERATION WHEREOF, the parties hereto hereby covenant and agree as follows:

RENT

LESSEE shall pay upon the execution of this Lease the amount of Ten Dollars (\$10) rent for the 10-month period of March 1, 1984, to December 31, 1984.

TIME IS OF THE ESSENCE

Time is and shall be the essence of this Lease in the performance and keeping of every and all of the covenants, terms and conditions hereof.

PURPOSE OF OCCUPANCY

LESSEE will use and occupy the premises for the following business purpose: the management of a City of Las Vegas Softball Program, and for no other purpose or purposes, and this will be a condition of said Lease term, giving right of re-entry for condition broken.

COMPLIANCE WITH LAWS

LESSEE shall promptly execute, perform and comply with each of the laws, rules, orders, decisions, ordinances, require-

ments and regulations of each City, State or Federal authority, department, board or body having jurisdiction or authority in relation to this Lease, and LESSEE shall promptly make such repairs and replacements required by any such and without cost to LESSOR. LESSOR shall have the right to execute and comply with such laws, rules, orders, ordinances, requirements or regulations, or to make such repairs or replacements, and the cost and expense incurred therefor shall be paid by the LESSEE, with the rental payment then, or next, to become due in the event that LESSEE fails to make any such.

ACCESS TO PREMISES

Notwithstanding any provisions herein contained, LESSOR shall have access to the leased premises, at all reasonable times, for the purpose of making such improvements, repairs and alterations as it may deem expedient. It is, however, expressly understood and agreed that the authority hereby reserved or granted to the LESSOR, does not impose, nor does the LESSOR assume, by reason thereof, any responsibility, or liability, whatsoever, for the care, maintenance, supervision, improvement, repair or alteration of the premises.

INSPECTION OF PREMISES, AND ACCEPTANCE "AS IS"

No representations, except such as are endorsed hereon, have been made to LESSEE respecting the condition of said premises by anyone. LESSEE hereby covenants and agrees that LESSEE has inspected said premises and covenants and agrees to and does hereby accept said premises "as is." The taking of possession of said premises by LESSEE shall be deemed conclusive evidence as against LESSEE that said premises were in good and satisfactory condition when possession of the same was taken.

LESSEE RESPONSIBLE FOR REPAIRS

LESSOR shall be under no liability, obligation or expense whatsoever in connection with the maintenance or the repair of the leased property after turning over its possession, except that LESSOR shall maintain the roof and the heating and

air conditioning equipment. Any need for repairs is hereby accepted by the LESSEE, who hereby covenants to make such repairs at LESSEE'S sole cost and expense.

IMPROVEMENTS REMAIN PART OF FEE

LESSEE shall have the right and option, at LESSEE'S own expense, to make any improvements or alterations of the interior of the leased premises LESSEE finds necessary for LESSEE'S purposes, provided such alterations are not injurious to the building and provided the same are first approved by LESSOR in writing. Any and all such improvements or alterations, and if both, then both shall, when made during this Lease or any extension thereof, become a part of the fee and the same shall belong to LESSOR without compensation to LESSEE, at the expiration or other termination of this Lease or, on the expiration of any extension or any sooner termination thereof; however, it is expressly understood that LESSOR reserves to LESSOR the option of rejecting ownership of any or all of said improvements or alterations at such described termination, and in such event if LESSOR desires LESSEE to remove any or all of the improvements or additions to the premises made by LESSEE during the term of this Lease or any extension or renewal thereof, LESSEE shall promptly, and at LESSEE'S own cost and expense, and without injury to the premises, remove the improvements or additions and restore the premises to the condition existing immediately prior to the time of the making of said improvements or additions.

PROPERTY LOSS ASSUMED BY LESSEE

LESSOR shall not be liable for any loss or damage to property of LESSEE or others on said leased premises, no shall LESSOR be liable for any damage or injury to any person or persons occurring upon said premises or the ways thereto for any cause whatsoever, whether now existing or hereafter existing, such risks being hereby expressly assumed by LESSEE.

IMMORAL PURPOSES

LESSEE will not permit the use of said premises or use said premises, for any illegal or immoral purpose or purposes,

and, any such use or permission shall constitute a breach of condition and forfeiture of the Lease, giving LESSOR right of entry for condition broken.

INSOLVENCY

In the event LESSEE becomes insolvent, makes an assignment for the benefit of creditors, is adjudicated a bankrupt or files any re-organization petition, this Lease and all rights hereunder shall be deemed not an asset of LESSEE, such insolvent estate, said assignees, or said bankrupt estate, or any receiver or trustee in bankruptcy, and upon the occurrence of any such an event LESSOR shall have the option of terminating this Lease.

NON-RESPONSIBILITY NOTICES

LESSEE shall keep and maintain upon said premises such notice or notices of lien non-responsibility as may be placed thereon by the LESSOR, and LESSOR may place upon said leased premises such notices of lien non-responsibility as LESSOR deems proper, and may record such as LESSOR deems proper, and LESSEE shall at all times keep said leased premises free and clear of, from and against any and all liens, encumbrances, attorney's fees and costs related thereto for which LESSEE, or another acting for, as or through LESSEE, shall be responsible.

ATTORNEY'S FEES

The Court may award reasonable attorney's fees and costs to the party hereto prevailing in enforcing any of the obligations of the other party hereto under this Lease, or prevailing in any litigation connected with this Lease.

UTILITIES

LESSEE shall pay when due any and all Electricity, Telephone, and any and all other UTILITY or USE SERVICE charges, except that LESSOR will pay for water, sewer and waste collection, which become payable or accrue during the term of this Lease, upon said leased premises, and LESSEE shall indemnify and hold harmless LESSOR and also said leased premises of, from and against payment of the same.

CUMULATIVE REMEDIES

All the rights and remedies of the LESSOR under this Lease shall be cumulative, and the exercise or assertion of one or more of said rights or remedies shall not exclude any other rights and remedies allowed by law or equity.

HOLD HARMLESS

LESSEE covenants and agrees to exonerate, hold harmless and indemnify LESSOR of, from and against the following:

(a) Any and all charges and liens of any and every kind and nature, including, but without limitation thereto, attorney's fees, which at any time may be established or asserted against said leased land or premises, or any improvements added thereon, as a consequence, direct or indirect, of any act or omission or failure of payment of LESSEE.

(b) Any and all demands, loss or liability resulting at any time or times from injury to or death of any person or persons, or from damage to any property occurring from the negligence or other fault or omission of LESSEE, or any agent, employee, workman, patron, invitee, permittee or visitor of LESSEE, or of any sublessee, in, on or about the leased premises or any part thereof; and any and all demands, loss or liability resulting at any time or times from injury to or death of any person or persons, or from damage to any property occurring from the negligence or other fault or omission of LESSEE, or of any agent or employee of LESSEE or of any independent contractor or employee of any independent contractor, where the injury, death or property damage, as the case may be, occurs in any street or public way of any kind as the result of excavation connection with the leased premises, or any construction thereon conducted, authorized or approved or undertaken by LESSEE.

(c) Any and all loss, cost, damage or expense, including, but without limitation thereto, attorney's fees, that may arise under any ordinance or statute, or any municipal or governmental regulation, and for which LESSOR, its land, or

improvements added thereto, may hereafter become liable or subject therefor.

DEFAULT AND REMEDIES IN THE EVENT OF DEFAULT

A. DEFAULTS: LESSEE shall be deemed in default and to have breached this Lease and said default and breach shall be deemed complete and uncured:

(1) In the event that LESSEE fails to keep or perform any other covenant or condition contained in this Lease on LESSEE'S part to be kept or performed, and such failure to keep or perform the same continues, in whole or in part, for a period of ten (10) days after service of notice thereof by LESSOR to LESSEE, as provided for service of notices in this Lease.

(2) Desertion or abandonment of said premises for ten (10) days.

B. REMEDIES: In the event of any default under this Lease, complete and uncured, as provided in subparagraphs A-1 or A-2 immediately above, LESSOR may, at LESSOR'S option, exercise one or more or all of the following remedies, and each shall be deemed cumulative and the exercise of one or more shall not be deemed or held an election of remedies to the exclusion of any other:

(1) LESSOR or its agents shall have the right to and may enter said premises as the agent of LESSEE either by force or otherwise, without being liable for any prosecution or damages therefor.

(2) Such re-entry and repossession of premises as hereinabove provided for may be made by LESSOR with or without other or further notice, through or without summary proceedings.

(3) Any notice to pay or quit required to be given by any statute or rule to obtain summary proceedings or summary eviction shall be deemed given without waiving the rights and remedies of LESSOR hereinabove provided.

TRASH REMOVAL

LESSEE hereby covenants and agrees to keep said leased premises and all parts thereof in a clean and sanitary condition

and free from trash, inflammable material, and other objectionable matter; and, in this regard, LESSEE hereby covenants and agrees to place all trash in receptacles approved by the trash collection entity picking up the trash and LESSEE shall keep the rear of the leased premises and any parking areas common to the LESSOR'S tenants in the building containing the leased premises free and clear of all such trash.

ASSIGNMENT OR SUB LEASE

It is hereby covenanted and agreed by and between the parties hereto, that in the event that LESSEE herein assigns this Lease or any part thereof, or sub-lets this Lease or the within premises or any part of them, without first obtaining the written consent of LESSOR, then LESSOR, at its option, may terminate this Lease forthwith without notice or demand and may take immediate possession of said premises and may take summary or other legal proceedings as elsewhere herein provided in this Lease for remedies.

HOLDOVER

In the event that LESSEE shall remain in the leased premises after the expiration or sooner termination of the term of this Lease without having executed a new written lease with LESSOR or without having exercised an option contained in this Lease to extend the Lease term, such holding over shall not constitute a renewal or an extension of this Lease. LESSOR may, at LESSOR'S option, elect to treat LESSEE as one who has not removed at the end of its term, and LESSOR shall thereupon be entitled to all the remedies against LESSEE provided by law or equity in that situation, or LESSOR may elect, at LESSOR'S option, to construe such holding over as a tenancy from month to month, subject to the payment each month of all rent in advance at the monthly rate of \$100.00.

NON-WAIVER

The failure of LESSOR to insist upon strict performance of any of the covenants or conditions of this Lease or to exer-

cise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect without waiver.

NEGLIGENT DESTRUCTION IN WHOLE OR IN PART OF PREMISES

In the event of any damage or injury to or destruction of the said premises of any kind whatsoever, and whether by fire, water, wind or otherwise, said damage or injury being caused by the carelessness, negligence or improper conduct on the part of said LESSEE or LESSEE'S agents, visitors, family or employees, then said LESSEE shall cause the said damage or injury to be repaired as speedily as possible at LESSEE'S own cost and expense.

LIABILITY INSURANCE

During and throughout the Lease term, LESSEE shall provide and keep in full force and effect, for the benefit of LESSOR, general accident, public liability insurance fully protecting LESSOR against any and all liability occasioned by accident or disaster, as to property damage in the amount of Twenty-five Thousand Dollars (\$25,000), in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) in respect of injuries or death of any one person, and in the amount of One Million Dollars (\$1,000,000) in respect of any one accident or disaster, and such accident and liability insurance shall cover the entire building and the leased premises as well as the ways in front and to the rear of said premises, and the LESSOR shall be named as an additional insured or the principal insured. All said policies shall be obtained by LESSEE and certificates thereof delivered to LESSOR upon the commencement of the term hereof with evidence by stamping or otherwise of the payment of the premiums thereon, and such insurance shall be taken in companies authorized to do business in the State of Nevada and said companies shall have ratings of AAAA in Best's. Said policies shall provide against cancellation without thirty (30) days' notice to LESSOR. Before the expiration date of a policy, LESSEE shall obtain a renewal policy

and in like manner this shall be repeated throughout the Lease term, and LESSEE shall pay all premiums therefor.

IN WITNESS WHEREOF, the parties have executed this Indenture of Lease at Las Vegas, Nevada the day and year first written above.

CITY OF LAS VEGAS, NEVADA

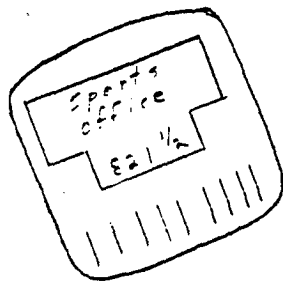
By William H. Briare
WILLIAM H. BRIARE, Mayor

William P. Gladding
WILLIAM GLADDING

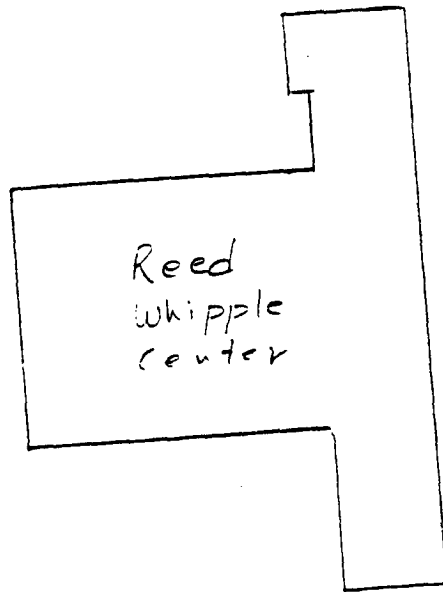
ATTEST:

Carol Ann Hawley
CAROL ANN HAWLEY, City Clerk

Ball Fields



↑
leased premises



Las Vegas Blvd No.

CITY OF LAS VEGAS
DEPT OF FINANCIAL MANAGEMENT

RPT (RPT)/NEWPR PAGE 196
RUN DATE 01/14/84 TIME 07:26:05

FIXED ASSET LISTING
CITY PROPERTY
AS OF 06/30/83

ORG	P C #	DESCRIPTION	ACQ DATE	ACQ COST	P O #	WARNT #	SERIAL #
					TOTAL VALUE FOR 2800 SENIOR CITIZENS CENTER \$83,622.35 *****		
ORG NUMBER : 2681							
ORG TITLE : REC & LES - SPORTS DIV ADMIN							
2681	1526	DESK EXEC 5 DRVR	01/01/55	215.67	00000	0010522	
2681	3351	FILE 4 DRVR LETTER	05/01/38	15.00	00000	0016231	
2681	3507	CHAIR JR EXEC RED	01/01/55	59.25	00000	0010522	
2681	3508	STORAGE UNIT 4 SHELVES METAL	03/01/65	40.00	00000	203263	
2681	7069	FILE 4 DRVR LEGAL	05/01/74	89.08	26795	0304343	
2681	7071	FILE 4 DRVR LEGAL	05/01/74	89.08	26795	0304343	
2681	21343	FILE 4 DRVR GREY	10/01/70	77.25	00000	K104235	
2681	27425	CHAIR JR EXEC BLACK	12/01/75	71.92	32328	L706655	
2681	32548	CHAIR STENO	09/01/78	109.02	40765	I709186	
2681	36367	TYPEWRITER IBM BROWN	06/30/40	650.00	EST		2263003470
2681	37049	CALCULATOR MONROE 2805	11/01/78	233.76	41675	A114782	E627953
2681	37209	DESK JR EXEC	03/29/79	0.00	42355	UNK	
2681	37210	DESK JR EXEC	03/29/79	0.00	42355	UNK	
2681	37562	RETURN TYPEWRITER RIGHT TAN	05/22/79	91.59	42672		
2681	37705	BOOKCASE 3 SHELF ADJ TAN	06/30/79	125.41	42453	G119778	
2681	40751	DESK EXEC 36X72	01/06/82	450.00	P4605201	A410271	
2681	40752	CREDENZA STORAGE 20X84	01/06/82	450.00	P4605201	A410271	
2681	42899	COUNTER TOP WALNUT FORMICA	03/31/83	234.60	WP4697	WP4697	CLV BUILT
TOTAL VALUE FOR REC & LES - SPORTS DIV ADMIN				\$8,297.53			

TOTAL VALUE FOR
2680 R/L SPORTS DIVISION
\$8,297.53

TOTAL VALUE FOR CATEGORY -

CITY COUNCIL MINUTES - MARCH 7, 1984

0273

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 2, 1984

TO: The City Council

FROM: Janson F. Stewart
Chief Civil Deputy AttorneySUBJECT: License Disciplinary Action Against Leandrew Lamar McDaniel
dba Henry's LiquorPURPOSE/BACKGROUND

This Complaint for a license disciplinary action against Henry's Liquors arises out of many complaints from neighbors located near the bar and from numerous arrests and police calls as a result of patrons and other persons gathered at or near the licensed premises. Attached hereto is a summary of the investigations made by the Department of Business Activity in addition to the Complaint for Disciplinary Action and Order Approving Complaint.

FISCAL IMPACT

NONE

RECOMMENDATIONS

The City Council set a hearing on the Complaint for Disciplinary Action.

Agenda Item

V-D

THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, NEVADA

In the Matter of)
The Department of Business)
Activity on behalf of the)
City of Las Vegas, Nevada,)
Petitioner,)
v.)
Leandrew Lamar McDaniel dba)
Henry's Liquor,)
Respondent.)

COMPLAINT FOR
DISCIPLINARY ACTION

COMES NOW the Petitioner, The Department of Business Activity of the City of Las Vegas, Nevada, and makes this Complaint for Disciplinary Action against Respondent Leandrew Lamar McDaniel dba Henry's Liquor, as follows:

1. That the Respondent is the holder of an alcoholic beverage license, L04-142-4-00025, issued by the City of Las Vegas, Nevada which permits the sale of alcoholic beverages for both on- and off-premise consumption.

2. That said license is issued to the premises at 632 North H Street, Las Vegas, Nevada.

3. That the Respondent's business has brought about and is the cause of a public nuisance in that during the period of August, 1983, to the present, a large number of persons frequently loiter on or about the licensed premises, causing the following:

- (a) public drunkenness,
- (b) possessing, using and trafficking in illegal drugs,
- (c) loud, boisterous and violent conduct,
- (d) trespassing, littering and causing damage to neighboring properties,
- (e) threats to the safety of persons residing, passing or working nearby, and
- (f) interfering with the peaceful enjoyment of property by

1 residents in the neighborhood.

2 4. That the acts set forth above constitute good cause
3 for disciplinary action pursuant to Las Vegas City Code 6.02.330.

4 WHEREFORE, the Department of Business Activity respect-
5 fully requests the City Council as follows:

6 1. To approve this Complaint and order a disciplinary
7 hearing held either before said Council or before a Hearing
8 Examiner appointed by said Council to take disciplinary action
9 against the Respondent.

10 2. Following such disciplinary hearing, to suspend or
11 revoke the Respondent's license.

12 3. For such other relief as the Council deems proper.

13 DATED this 1st day of March, 1984.

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16 JERRY A. CAHILL, Director
17 Department of Business Activity
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THE CITY COUNCIL
OF THE CITY OF LAS VEGAS, NEVADA

In the Matter of)
The Department of Business)
Activity on behalf of the)
City of Las Vegas, Nevada,)
Petitioner,)
v.)
Leandrew Lamar McDaniel dba)
Henry's Liquor,)
Respondent.)

ORDER APPROVING COMPLAINT
AND NOTICE OF HEARING

TO: LEANDREW LAMAR McDANIEL, dba HENRY'S LIQUOR
632 North H Street
Las Vegas, Nevada

The Complaint of the Department of Business Activity of the City of Las Vegas, Nevada, against the above-named Respondent, dated March 1, 1984, a copy of which is attached hereto, having come before the City Council of the City of Las Vegas, Nevada, at its regular meeting held on the 7th day of March, 1984, and the Council being satisfied that probable grounds exist for disciplinary action against the Respondent as alleged in said Complaint,

IT IS HEREBY ORDERED that the issuance of said Complaint and hearing thereon is hereby approved.

YOU ARE HEREBY NOTIFIED that said hearing will be held before the City Council of the City of Las Vegas, Nevada, at the Council Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada on the 9th day of April, 1984, beginning at the hour of 2 o'clock P.M., upon the charges in the Complaint served upon you. You may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you.

YOU ARE FURTHER NOTIFIED that you must, not later than five (5) days prior to said hearing date, file with the City Clerk and serve a copy of the same upon the City Attorney, your

1 answer to the charges made in the Complaint and set forth any
2 affirmative defenses you intend to raise.

3 YOU ARE ALSO NOTIFIED that your failure to file an
4 answer or to appear at the hearing shall constitute an admission
5 of all matters and facts contained in the Complaint as provided
6 by Las Vegas Municipal Code 6.88.100.

7 DATED this 7th day of March, 1984.

8 THE CITY COUNCIL OF THE
9 CITY OF LAS VEGAS, NEVADA

10 BY William H. Briare
11 WILLIAM H. BRIARE, Mayor

12 ATTEST:

13 Carol A. Hawley
14 CAROL ANN HAWLEY, City Clerk

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INTER-OFFICE MEMORANDUM

February 22, 1984

TO:

MARJORIE HETHER, CHIEF *ymz*
PRIVILEGE LICENSE DIVISION

FROM:

K/K
KEN KESTERSON
LICENSE INVESTIGATOR

SUBJECT:

HENRY'S LIQUOR
632 NORTH H STREET
L04-142-4-00025
INVESTIGATIVE REPORT

COPIES TO:

Records on file in the Department of Business Activity reveal Henry's Liquor received a business license July 5, 1979, to operate a package liquor/beer bar. This was reclassified on August 20, 1980, to a general liquor license. It was again reclassified pursuant to the new liquor ordinance on November 1, 1980, to a general on-off sale license.

The licensee for the above establishment is Leandrew Lamar McDaniel, 100%. The property owner for this location is Marion D. Bennett, 1911 Goldfield, Las Vegas, Nevada. See Attachment 1, Assessor's Map and Printout.

The following is a chronological listing of incidents and complaints that have taken place in or around the above location.

On February 16, 1984, Councilman Nolen's secretary was contacted by this investigator and asked if she would contact Councilman Nolen and request that his file on Henry's Liquor be made available. The following is a synopsis of the copies of letters and security reports in Councilman Nolen's file (Attachment 2 thru 10):

Attachment 2 -

Copy of letter dated December 1, 1983, to Councilman Nolen from Stephen V. Schmidt, President of Treeline Park Homeowners Association, complaining about trespassing, littering, and loitering by Henry's Bar patrons with approximately 30 signatures of homeowners at Treeline Park.

Attachment 3 -

Copy of letter dated December 6, 1983, to Councilman Nolen from Stephen V. Schmidt, President of Treeline Park Homeowners Association, reiterating the complaint against Henry's Bar patrons and lack of action against the location by officials.

Henry's Liquor
February 22, 1984
Page 2

Attachment 4 -

Copy of letter dated December 8, 1983, to Stephen V. Schmidt, President of Treeline Park Homeowners Association, from Don J. Saylor, Acting City Manager, assuring Mr. Schmidt proper action is being taken.

Attachment 5 -

Copy of letter dated December 9, 1983, to Councilman Nolen from Stephen V. Schmidt, President of Treeline Park Homeowners Association, reiterating the complaint against Henry's Liquor patrons and stating he was providing a cardboard box full of security reports dating back to January 1983. In this box of reports, there were approximately 15 incidents involving Henry's Liquor.

Attachment 6 -

Copy of letter dated December 15, 1983, to Stephen V. Schmidt, President of Treeline Park Homeowners Association, from Capt. George H. Reed, West Area Commander, Las Vegas Metropolitan Police Department, promising cooperation between Metro and the Association in trying to combat the problem that exists at the H Street and McWilliams location.

Attachment 7 -

Copy of memorandum dated December 16, 1983, to Sheriff John T. Moran from Capt. George H. Reed, informing the Sheriff of the situation in regards to narcotics and crime around the Henry's Liquor location.

Attachment 8 -

Copy of letter dated December 20, 1983, to Councilman Nolen from Mr. Schmidt enclosing additional security reports.

Attachment 9 -

Copy of letter dated January 20, 1984, from Councilman Nolen to Art Sartini, Las Vegas Housing Authority, stating sincere attempts are being made to remedy the situation at Henry's Liquor.

Attachment 10 -

Copy of letter dated February 6, 1984, from Sgt. R. Hillard to Capt. George H. Reed, stating Henry's Liquor and the Brown Bomber Pool Hall (next to Henry's Liquor) is one of the heaviest drug traffic areas in the district.

CITY COUNCIL MINUTES - MARCH 7, 1984

Henry's Liquor
February 22, 1984
Page 3

On February 17, 1984, at 8:15 a.m., this investigator was in Capt. George H. Reed's office to make copies of arrest reports and letters of complaint against Henry's Liquor. The following are the reports and complaints copied:

Attachment 11 -

Copy of memorandum dated October 30, 1983, from Sgt. Tuggle to Lt. Messinger, regarding plans to conduct a surveillance on November 4, 1983, of Henry's Liquor and the surrounding area.

Attachment 12 -

Copy of memorandum dated November 4, 1983, from Sgt. Tuggle to Lt. Messinger stating the results of the surveillance which was nine arrests.

Attachment 13 -

Copy of arrest report dated December 10, 1983, of Fletcher Williams at Henry's Liquor for possession of PCP with intent to sell.

Attachment 14 -

Copy of letter dated December 16, 1983, from Capt. George H. Reed to Sheriff John T. Moran summarizing the narcotic arrests in the immediate area of Henry's Liquor from August 18, 1983, to November 29, 1983. There were approximately 120 arrests.

Attachment 15 -

Copy of officer report dated January 5, 1984, concerning arrest of Walter Lee Beals, Tony Ray O'Neal, and Earl Lee Nix in and around Henry's Liquor and Brown Bomber Pool Hall. Also included in the report was the amount of sherm-sticks located at these locations.

Attachment 16 -

Copy of officer report dated January 4, 1984, regarding the arrest of Daniel Rivera in the vicinity of Henry's Liquor for possession of the controlled substance PCP.

Attachment 17 -

Copy of arrest report dated January 6, 1984, regarding the arrest of Earl Lee Nix in the vicinity of Henry's Liquor for the possession of the controlled substance PCP.

Henry's Liquor
February 22, 1984
Page 4

Attachment 18 -

Copy of officer report dated January 8, 1984, regarding the arrest of Roy Lee Graves in the vicinity of Henry's Liquor; ex-felon with possession of firearm.

Attachment 19 -

Copy of officer report dated January 8, 1984, regarding the arrest of Lee Guy in the vicinity of Henry's Liquor for possession of the controlled substance PCP.

Attachment 20 -

Copy of officer report dated January 8, 1984, regarding the arrest of Thomas Edward Lawhorn in the vicinity of Henry's Liquor for possession of the controlled substance PCP with intent to sell.

Attachment 21 -

Copy of officer report dated January 14, 1984, regarding the arrest of Donald L. Vaughn in the vicinity of Henry's Liquor for possession of the controlled substance PCP with intent to sell.

Attachment 22 -

Copy of officer report dated January 14, 1984, regarding the arrest of Derell L. Harvy in front of Henry's Liquor for possession of the controlled substance PCP with intent to sell.

Attachment 23 -

Copy of officer report dated January 15, 1984, regarding the arrest of Dwayne Ottey and Glenn Hayes in the parking lot of Henry's Liquor for possession of the controlled substance marijuana with intent to sell.

Attachment 24 -

Copy of officer report dated January 15, 1984, regarding the arrest of Harold Williams at the front door of Henry's Liquor for possession of the controlled substance PCP.

Attachment 25 -

Copy of officer report dated January 21, 1984, regarding the arrest of Lester R. Baker for the possession of the controlled substance PCP and his removal from Henry's Liquor.

Henry's Liquor
February 22, 1984
Page 5

Attachment 26 -

Copy of officer report dated January 28, 1984, regarding the arrest of Walter Beals, James Morris, and Arthur Mitchell in the vicinity of Henry's Liquor for the possession of the controlled substance PCP with intent to sell.

Attachment 27 -

Copy of officer report dated January 28, 1984, regarding the arrest of Donald Vaughn in front of Henry's Liquor for possession of the controlled substance PCP with the intent to sell and giving false information to a police officer.

Attachment 28 -

Copy of officer report dated January 27, 1984, regarding the arrest of Scott Steven at H and Wilson Streets for possession of the controlled substance PCP with the intent to sell.

Attachment 29 -

Copy of officer report dated January 27, 1984, regarding the arrest of Vernon Hewing at H & Wilson Streets for possession of the controlled substance PCP with the intent to sell.

Attachment 30 -

Copy of office report dated January 27, 1984, regarding the arrest of Sylvester Smith in front of Henry's Liquor for possession of the controlled substance PCP with the intent to sell.

Attachment 31 -

Copy of officer report dated January 27, 1984, regarding the arrest of Walter Beals in the front parking lot of Henry's Liquor for possession of the controlled substance PCP with the intent to sell.

Attachment 32 -

Copy of officer report dated January 23, 1984, regarding the arrest of Sedric Tiffith outside Henry's Liquor for possession of the controlled substance PCP with the intent to sell.

Henry's Liquor
February 22, 1984
Page 6

Attachment 33 -

Copy of officer report dated January 23, 1984, regarding the arrest of Benny L. Moten at H and Wilson Streets for the possession of the controlled substance PCP with the intent to sell.

Attachment 34 -

Copy of officer report dated January 22, 1984, regarding the arrest of Rutha Ross in the parking lot of Henry's Liquor for possession of the controlled substance PCP.

Attachment 35 -

Copy of officer report dated January 21, 1984, regarding the arrest of Willie L. Reed at H and Wilson Streets for possession of the controlled substance PCP.

Attachment 36 -

Copy of officer report dated January 29, 1984, regarding the arrest of Donald L. Vaughn in front of Henry's Liquor on two counts of possession of the controlled substance PCP with the intent to sell.

Attachment 37 -

Copy of officer report dated February 5, 1984, regarding the arrest of Clint O. Matlock in the vicinity of Henry's Liquor for possession of the controlled substance PCP with the intent to sell, carrying a concealed weapon, possession of an unregistered firearm, burglary warrant, assault with a deadly weapon, kidnap, and use of a deadly weapon in commission of a crime.

Attachment 38 -

Copy of officer report dated February 6, 1984, regarding the arrest of Clarendia Marks in Henry's Liquor parking lot for possession of the controlled substance PCP with the intent to sell.

Attachment 39 -

Copy of officer report dated February 6, 1984, regarding the arrest of Donald R. Henderson at H & Wilson Streets for a warrant on parole violation.

Henry's Liquor
February 22, 1984
Page 7

Attachment 40 -

Copy of officer report dated February 6, 1984, regarding the arrest of David Johnson outside Henry's Liquor for possession of the controlled substance PCP with the intent to sell.

Attachment 41 -

Copy of officer report dated February 9, 1984, regarding the arrest of Otis Dixon at the front door of Henry's Liquor for possession of the controlled substance PCP with the intent to sell.

Attachment 42 -

Copy of officer report dated February 10, 1984, regarding the arrest of Albert Cobb at Brown Bomber Pool Hall next door to Henry's Liquor for possession of the controlled substance PCP with the intent to sell.

Attachment 43 -

Copy of officer report dated February 10, 1984, regarding the arrest of Lawrence A. Potts outside Henry's Liquor for possession of the controlled substance PCP with intent to sell.

Attachment 44 -

Copy of officer report dated February 11, 1984, regarding arrest of Jerry L. Edwards in parking lot of Henry's Liquor for possession of the controlled substance PCP with the intent to sell.

Attachment 45 -

Copy of officer report dated February 13, 1984, regarding the arrest of Jeffery C. Brown in the area of the Brown Bomber Pool Hall for possession of the controlled substance PCP with intent to sell.

Attachment 46 -

Copy of crime report dated February 15, 1984, where two tires on a police vehicle were cut with a short, sharp object at H and Wilson Streets, Henry's Liquor.

Henry's Liquor
February 22, 1984
Page 8

Attachment 47 -

Copy of officer report dated February 6, 1984, regarding arrest of Walter Beals and Tony O'Neal at H and Wilson Streets for possession of the controlled substance PCP with intent to sell.

Attachment 48 -

Copy of officer report dated February 18, 1984, regarding arrest of Kevin Duckett in front of Henry's Liquor for possession of the controlled substance PCP with intent to sell.

Attachment 49 -

Copy of officer report dated February 18, 1984, regarding arrest of Rutha D. Johnson in front of Henry's Liquor on two counts of possession of the controlled substances PCP and marijuana with intent to sell.

Attachment 50 -

Copy of officer report dated February 19, 1984, regarding arrest of Jeffery Curtis Brown in Brown Bomber Pool Hall for possession of the controlled substance PCP with the intent to sell.

Attachment 51 -

Copy of officer report dated February 19, 1984, regarding arrest of Nathaniel Jones between Brown Bomber and Henry's Liquor for possession of the controlled substance PCP with the intent to sell.

Attachment 52 -

Copy of officer report dated February 20, 1984, regarding the arrest of Michael A. Gardner in front of Henry's Liquor for possession of the controlled substance PCP with intent to sell.

Attachment 53 -

Copies of Las Vegas Metropolitan Police Department's printout sheets showing the number of calls to the Henry's Liquor area during the period of the last six months except for October. The below-listed is a recap of the printout sheets:

Henry's Liquor
February 22, 1984
Page 9

Attachment 53 (Cont'd) -

<u>Month/Year</u>	<u>No. of Calls</u>
August 1983	92
September 1983	126
November 1983	102
December 1983	132
January 1984	156

KK:vh

AGENDA*City of Las Vegas*

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

Page 26
March 7, 1984

ITEM

Council Action

Department Action

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

:28

E. Resolution with Regard to Special Improvement District No. 451

Step No. 2 - Resolution Directing the City Engineer to prepare, submit and file documents

Improvements: Include the installation of a pavement section, concrete sidewalks, standard "L" type curb and gutters, street lighting consisting of high pressure sodium luminaries, commercial driveway approaches, residential driveway approaches and sewer laterals from the existing sewer mains

Location: On both sides of Jones Boulevard from Cartier Avenue to Rancho Drive.

Lurie -
APPROVED Resolution
Unanimous

Staff to proceed

F. Approval of agreement with Bechtel Civil and Minerals, Inc. re: preparation of environmental impact, technology and socio-economic analysis in connection with Phase II of the Super-speed Train Development

ABEYANCE

3/21/84 Agenda

G. Approval of Agreement with Bear, Stearns & Co. and Shearson/American Express, Inc. re: preparation of a financial plan in connection with Phase II of the Super-speed Train Development

ABEYANCE

3/21/84 Agenda

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 17, 1984

TO:

The City Council

FROM:

George F. Ogilvie
City Attorney

SUBJECT: RESOLUTION DIRECTING THE CITY ENGINEERING TO PREPARE, SUBMIT AND
FILE DOCUMENTS WITH REGARD TO SPECIAL IMPROVEMENT DISTRICT NO. 451

PURPOSE/BACKGROUND

S.I.D. NO.

451

STEP NO.

2 - Resolution Directing the City
Engineer to prepare, submit
and file documents.

IMPROVEMENTS

Include the installation of a
pavement section, concrete side-
walks, standard "L" type curb
and gutters, street lighting
consisting of high pressure
sodium luminaires, commercial
driveway approaches, residential
driveway approaches and sewer
laterals from the existing sewer
mains.

LOCATION

On both sides of Jones Boulevard
from Cartier Avenue to Rancho Drive.FISCAL IMPACT

NONE

RECOMMENDATIONSIt is recommended that the City Council take the appropriate
steps to adopt this Resolution.

Agenda Item

V-E

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.....

UNIT I

The improvements include the installation of a pavement section adjacent to all properties within the City of Las Vegas on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improvements have previously been installed, in conjunction with the installation of four driving lanes, a lefthand turn lane and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT II

The improvements include the installation of standard concrete sidewalks adjacent to all properties within the City of Las Vegas on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improvements have previously been installed, in conjunction with the installation of four driving lanes, a lefthand turn lane and drainage facilities to be paid for with funds other than the levy of assessments, to include the necessary installation, removal and relocation of any and all utilities and appurtenances that are deemed necessary to complete same, as more particularly shown on the plats, diagrams and plans of the work and the locality as filed in the Office of the City Clerk.

UNIT III

The improvements include the installation of standard "L" type curb and gutter adjacent to all properties within the City of Las Vegas on both sides of Jones Boulevard from Cartier Avenue to Rancho Drive, except where adequate improvements have previously been installed, in conjunction with the installation

1 of four driving lanes, a lefthand turn lane and drainage facilities
2 to be paid for with funds other than the levy of assessments, to
3 include the necessary installation, removal and relocation of any
4 and all utilities and appurtenances that are deemed necessary to
5 complete same, as more particularly shown on the plats, diagrams
6 and plans of the work and the locality as filed in the Office of
7 the City Clerk.

8 UNIT IV

9 The improvements include the installation of street
10 lighting consisting of high pressure sodium luminaires and steel
11 lighting standards on concrete foundations with underground
12 wiring adjacent to all properties within the City of Las Vegas
13 on both sides of Jones Boulevard from Cartier Avenue to Rancho
14 Drive, except where adequate improvements have previously been
15 installed, in conjunction with the installation of four driving
16 lanes, a lefthand turn lane and drainage facilities to be paid
17 for with funds other than the levy of assessments, to include the
18 necessary installation, removal and relocation of any and all
19 utilities and appurtenances that are deemed necessary to complete
20 same, as more particularly shown on the plats, diagrams and plans
21 of the work and the locality as filed in the Office of the City
22 Clerk.

23 UNIT V

24 The improvements include the installation of standard
25 commercial driveway approaches, as requested by the adjacent
26 property owners within the City of Las Vegas on both sides of
27 Jones Boulevard from Cartier Avenue to Rancho Drive, except where
28 adequate improvements have previously been installed, in conjunc-
29 tion with the installation of four driving lanes, a lefthand turn
30 lane and drainage facilities to be paid for with funds other than
31 the levy of assessments, to include the necessary installation,
32 removal and relocation of any and all utilities and appurtenances

1 that are deemed necessary to complete same, as more particularly
2 shown on the plats, diagrams and plans of the work and the locality
3 as filed in the Office of the City Clerk.

4 UNIT VI

5 The improvements include the installation of standard
6 residential driveway approaches, as requested by the adjacent
7 property owners within the City of Las Vegas on both sides of
8 Jones Boulevard from Cartier Avenue to Rancho Drive, except where
9 adequate improvements have previously been installed, in conjunc-
10 tion with the installation of four driving lanes, a lefthand turn
11 lane and drainage facilities to be paid for with funds other than
12 the levy of assessments, to include the necessary installation,
13 removal and relocation of any and all utilities and appurtenances
14 that are deemed necessary to complete same, as more particularly
15 shown on the plats, diagrams and plans of the work and the locality
16 as filed in the Office of the City Clerk.

17 UNIT VII

18 The improvements include the installation of sewer
19 laterals from the existing sewer mains to the front property line
20 adjacent to all properties within the City of Las Vegas, as found
21 necessary by the governing entity, on both sides of Jones Boule-
22 vard from Cartier Avenue to Rancho Drive, except where adequate
23 improvements have previously been installed, in conjunction with
24 the installation of four driving lanes, a lefthand turn lane and
25 drainage facilities to be paid for with funds other than the levy
26 of assessments, to include the installation, removal and reloca-
27 tion of any and all utilities and appurtenances that are deemed
28 necessary to complete same, as more particularly shown on the
29 plats, diagrams and plans of the work and the locality as filed
30 in the Office of the City Clerk.

31 SECTION 2. The City Engineer is hereby directed to
32 estimate the cost of each such types of construction in a

1 lump sum or by unit prices. Said preliminary estimates of the
2 cost shall also include, without limiting the generality of the
3 foregoing, the advertising, appraising, engineering, printing,
4 and such other expenses as in the judgment of said Engineer are
5 necessary or essential to the completion of such work of improve-
6 ment, and the payment of the costs thereof.

7 SECTION 3. The City Engineer is hereby directed to sub-
8 mit and file with the City Clerk an assessment plat showing the
9 areas to be assessed, that is, the amounts to be assessed shall
10 be made upon all lots and parcels of property benefitted, propor-
11 tionately to the benefits received and shall be assessed against
12 the property abutting said improvements on an area basis, i.e.,
13 on the basis that each lot or parcel of property to be assessed
14 in each assessment unit shall be assessed a portion of the
15 aggregate dollar amount being levied against that particular
16 entire assessment unit in the proportion that the area of said
17 lot or parcel bears to the area of all the assessable property
18 in such assessment unit, provided that the depth of a lot or
19 parcel in excess of 100 feet from the frontage facing the improve-
20 ments shall not be considered in computing the area of such lot
21 or parcel provided that in each assessment unit an equitable
22 adjustment will be made for assessments levied against any irregu-
23 lar lots or parcels, so that the assessments according to benefits
24 are equal and uniform. With the exception of Unit VII, which will
25 be on the basis that each lot or parcel of property to be assessed
26 shall be assessed a portion of the aggregate dollar amount being
27 levied against the entire district according to the length, size
28 and number of sewer laterals to be installed to serve said lot
29 or parcel. The portion of the costs to be assessed against, and
30 the maximum amount of benefits estimated to be conferred upon,
31 each lot or parcel of property shall be as stated in the afore-
32 said assessment plat.

0295

William H. Briare
WILLIAM H. BRIARE, MAYOR

13 Carol A Hawley
14 CAROL ANN HAWLEY, City Clerk

City of Las Vegas CITY COUNCIL MINUTES - MARCH 7, 1984

AGENDA DOCUMENTATION

March 2, 1984
Date: _____

TO: The City Council

FROM: *George A. Gilie*
CITY ATTORNEY

SUBJECT: Agreement with Bechtel Civil & Minerals, Inc., -- Preparation of Environmental Impact, Technology and Socio-economic Analysis in Connection with Phase II of the Super-speed Train Development

PURPOSE/BACKGROUND

The Director of the Department of Super-speed Train Development has advised that the Administrative Review Team, the Technical Advisory Committee and the City Manager recommend that Bechtel Civil & Minerals, Inc., be selected to prepare the environmental impact, technology and socio-economic analysis in connection with Phase II of the Super-speed Train Development, and the contract which is before you, if it is approved by the City Council, will effect that selection.

The analysis will be conducted over a 12 month period and should be completed on or about March 11, 1985. The contract provides that the total cost of the analysis shall not exceed \$400,000.00, which will be derived from the \$1.25 million grant from the United States Department of Transportation/Federal Railroad Administration.

Due to their bulk, the exhibits (request for proposals, proposal, grant agreement and amendment to the grant agreement) are not attached to the contract but are available in the City Clerk's office for examination.

FISCAL IMPACT

None. The \$400,000.00 to pay for this study will come from the Federal Grant.

RECOMMENDATIONS

It is the recommendation of the City Attorney's office that the City Council approve the attached proposed Agreement.

Agenda Item

V-F

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of March, 1984, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "CITY"), and BECHTEL CIVIL & MINERALS, INC., a Nevada corporation (hereinafter referred to as the "CONSULTANT"), the CITY and the CONSULTANT being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties";

W I T N E S S E T H :

WHEREAS, the CITY desires to have conducted an environmental impact review, analyzing the potential environmental, energy and policy impacts and constraints which would affect the construction and operation of a super-speed magnetic levitation ground transportation system which will provide an additional transportation link between the CITY and Los Angeles, California; and

WHEREAS, the Federal Railroad Administration also desires to have such a review conducted and has agreed to provide the funding to pay for the same; and

WHEREAS, the CITY has formed a Management Review Team and a Technical Advisory Committee to review, advise and make recommendations to the City Council of the CITY on the conduct of such environmental impact review and has designated the director of its Department of Super Speed Train Development as the project manager for the CITY; and

WHEREAS, the CONSULTANT has submitted a proposal to the CITY to conduct such an environmental impact review, and, based upon such proposal, has been selected by the CITY to conduct such review.

NOW, THEREFORE, for and in consideration of the premises, of the terms, conditions and mutual covenants hereinafter set forth and of other good and valuable considerations, the receipt of which are hereby acknowledged by both Parties, the Parties do hereby agreed as follows:

SECTION I: ENVIRONMENTAL IMPACT REVIEW

The CONSULTANT agrees to conduct an environmental impact review, analyzing the potential environmental, energy and policy impacts and constraints which would affect the construction and operation of a super-speed magnetic levitation ground transportation system which will provide an additional transportation link between the CITY and Los Angeles, California, in accordance with the CITY's request for proposals which is identified as "NOTICE: REQUEST FOR PROPOSAL - ENVIRONMENTAL IMPACT/MAGLEV TECHNOLOGY ASSESSMENT/SOCIO-ECONOMIC IMPACT ANALYSIS," a copy of which is attached as Exhibit "A" hereto and by this reference made a part hereof, and in accordance with the CONSULTANT's proposal which was submitted to the CITY in response thereto and is dated February 10, 1984, and identified as "BECHTEL/MORRISON-KNUDSEN PROPOSAL FOR PHASE II - LAS VEGAS/SO. CALIFORNIA SUPER-SPEED GROUND TRANSPORTATION SYSTEM," a copy of which is attached as Exhibit "B" hereto and by this reference made a part hereof. Although Exhibits "A" and "B" are incorporated into this Agreement by reference, to the extent that this Agreement adds to, modifies or is inconsistent with the terms of those documents, the terms of this Agreement shall prevail.

SECTION II: FEDERAL GRANT REQUIREMENTS

This environmental impact review is financed by a grant from the Federal Railroad Administration to the CITY. The CONSULTANT represents that it has read the grant agreement which is identified as "LAS VEGAS RAIL PASSENGER CORRIDOR STUDY GRANT between the FEDERAL RAILROAD ADMINISTRATION and the CITY OF LAS VEGAS" and Amendment No. 1 thereto, copies of which are attached as Exhibit "C" and Exhibit "D", respectively, hereto and by this reference made parts hereof, is familiar with their terms and agrees to abide by their provisions insofar as compliance with those provisions depends on the CONSULTANT's performance, including without limitation the nondiscrimination and minority business provisions.

SECTION III: TIME OF ESSENCE

The CONSULTANT shall immediately commence performance of this Agreement and thereafter diligently proceed with the performance thereof to completion. The CONSULTANT agrees to complete the performance and submit its final report within three hundred sixty-five (365) calendar days following the date on which this Agreement is executed. With respect to the performance by the CONSULTANT of the terms, conditions and covenants which are contained herein, it is expressly agreed that time is of the essence.

SECTION IV: TERMINATION

The CITY 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 to the CONSULTANT shall become effective on the date on which the CITY deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location which is designated by the CONSULTANT in or pursuant to SECTION XIX of this Agreement.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all of the work and services which it had performed prior to the date of termination, but not to exceed the total contract amount.

SECTION V: DEFAULT

A. The occurrence of any of the following events shall be a default by the CONSULTANT hereunder (hereinafter called "Events of Default"):

1. If the CONSULTANT shall default in the due observance and performance of any term, condition or covenant which is contained in or incorporated into this Agreement;

2. If the CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated a

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 its creditors, (d) file a petition or answer seeking a reorganization or an arrangement with its creditors or take advantage of any insolvency law or (e) take any action 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 the CONSULTANT and shall continue unvacated and in effect for a period in excess of thirty (30) days; or

4. If the CONSULTANT should, in the judgment of the CITY, 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.

If any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, the CITY may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement and all of the obligations which are imposed on it hereunder, including the obligation for any further payment for the services of the CONSULTANT, except for the reasonable value for all work and services which were performed prior to the date of the termination, or (b) terminate this Agreement, suspend all payments which may otherwise be due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance which may be due to the CONSULTANT the cost of finishing the work and pay the excess, if any, to the CONSULTANT. In the event that the cost of finishing the CONSULTANT's work exceeds the balance which is due to the CONSULTANT, such excess shall be paid by the CONSULTANT to the CITY within five (5) days after the CONSULTANT has received an appropriate invoice from the CITY. The costs and expenses of completing the work of the CONSULTANT shall be computed and audited by the CITY's 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 the CONSULTANT shall pay all of the costs of such audit.

B. In the event that the CITY 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 the CITY's overhead, shall be promptly paid by the CONSULTANT to the CITY.

C. It is expressly agreed that the CITY shall have the right to offset any and all claims which may be made by the CONSULTANT for the payment of its fees hereunder or for the reimbursement of any additional cost which the CONSULTANT may have incurred, with any claim which the CITY may have against the CONSULTANT which results from the CONSULTANT's failure to comply with any of the terms and conditions of this Agreement.

SECTION VI: OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, reports and other data which are accumulated, prepared or assembled by the CONSULTANT or any of its subcontractors and all products used or developed in the conduct of the environmental impact review, including computer programs and data which are related to the performance of this Agreement, shall be deemed to be the property of the CITY and will remain in the public domain at the completion of such review. Upon the completion or earlier termination of this Agreement, the CITY shall have the right to require delivery of any and all plans, drawings, specifications, reports and other data which have been so accumulated and are not already in its possession.

SECTION VII: INSURANCE

A. The CONSULTANT shall provide and maintain, and it will require its subcontractors to provide and maintain, at all times during the existence of this Agreement, for the protection of the CONSULTANT and the CITY, the following insurance coverages:

1. Workmen's Compensation Insurance covering its full liability under the Workmen's Compensation Laws of the State of Nevada as required by the Nevada Industrial Insurance System, or equivalent coverage which has been approved by the CITY.

2. Comprehensive General Liability Insurance of not less than \$500,000.00 for injury to or death of each per \$1,000,000.00 for each occurrence and \$500,000.00 for each claim of property damage, which may be effected by an adequate program of self-insurance.

3. Performance Bond in the amount of \$400,000.00.

B. Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverages which are required herein and will furnish certificates of insurance to the CITY, demonstrating the procurement of such insurance.

C. The insurance coverages which are required herein must be written by a company which is acceptable to the CITY. The certificates of insurance which are sent to the CITY must contain a clause to the effect that cancellations, reductions or restrictions shall not become effective until thirty (30) days after written notice thereof has been provided to the CITY. In the event that any of the insurance coverages which are required herein is cancelled, reduced or restricted, the CITY shall have the right to terminate this Agreement.

SECTION VIII: INDEMNITY

Notwithstanding any of the insurance requirements which are hereinabove set forth or the limits of liability which are required therein, the CONSULTANT shall protect, indemnify and hold harmless the CITY and its officers and employees from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY or any of its officers or employees may suffer, or which

may be sought against, recovered from or obtainable against the CITY or any of 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 any such subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this Agreement.

It is expressly agreed that the CONSULTANT shall, at its own cost and expense, defend any and all suits or actions which may be brought against the CITY or any of its officers or employees by reason of any act or omission against which the CONSULTANT has agreed to indemnify the CITY. If the CONSULTANT shall fail to do so, the CITY 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 IX: ASSIGNMENT

The CITY and the CONSULTANT each binds itself and its partners, successors, administrators and assigns to the other Party and to the partners, successors, executors, administrators and assigns of such other Party with respect to all of the covenants of this Agreement, except that neither the CITY nor the CONSULTANT may assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. Nothing which is contained herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY.

SECTION X: WAIVER

No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of any obligation hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such Party hereunder. The failure on the part of either Party to complain of any act or failure to act on the part of the other Party or to declare the 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, payment or tentative approval or acceptance by the CITY, or the failure on the part of the CITY to perform any inspection hereunder, shall not constitute a final acceptance of the work, or any part thereof, and shall not release the CONSULTANT of any of its obligations hereunder.

SECTION XI: DESIGNATION OF REPRESENTATIVES

A. The director of the CITY's Department of Super Speed Train Development or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this Agreement. Said representative, with the advice and approval of the Administrative Review Team and the Technical Advisory Committee, shall have complete authority to transmit instructions, receive information and interpret and define the CITY's policies and decisions with respect to the services of the CONSULTANT.

B. Stuart L. Hill is designated as the CONSULTANT's authorized representative. He shall have overall supervision of the work to be performed by the CONSULTANT hereunder and must be available on a reasonable basis to attend meetings and meet with the CITY's staff or the Administrative Review Team and the Technical Advisory Committee when he is so requested by the CITY's authorized representative.

SECTION XII: CONSULTANT'S WARRANTIES

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

B. That it holds a license, permit or other special authorization to perform the services which are included in this Agreement, as is required by law, or employs or works under the general supervision of the holder of such a license, permit or special authorization, as is permitted by law.

C. That the execution of this Agreement has been fully authorized and submits to the CITY, concurrently with the execution hereof, a certified copy of the resolution of its board of directors or other instrument which authorizes such execution by the person who executes this Agreement on its behalf.

SECTION XIII: INDEPENDENT CONTRACTOR

It is hereby expressly understood and agreed that, in the performance of the services which are provided for herein, the CONSULTANT, and each person who is employed by it to perform work hereunder, shall be deemed to be an independent contractor and not an agent or employee of the CITY.

SECTION XIV: APPLICABLE LAW

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

SECTION XV: PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained by it 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 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 must first be approved, and may only be released, by the CITY.

SECTION XVII: ARBITRATION

All claims, disputes and other matters in question between the Parties which arise out of or relate 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 which then obtain, unless the Parties mutually agree otherwise. No arbitration which arises out of or relates to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person who is not a party to this Agreement except by means of a written consent which contains a specific reference to this Agreement and is signed by the CITY, the CONSULTANT and the other person who is sought to be so joined. Any consent to arbitration which involves an additional person or persons shall not constitute consent to the arbitration of any dispute which is not described therein or with any person who is not named or described therein. The agreement to arbitrate which is contained herein and any agreement to arbitrate with an additional person or persons which has been duly consented to by the Parties shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand by one Party for arbitration shall be filed in writing with the other Party 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 on which the institution of legal or equitable proceedings which may be based upon such claim, dispute or other matter would be barred by the applicable statute of limitations.

In the event that either Party demands arbitration, it is agreed by the Parties that all means of discovery, including without limitation depositions and interrogatories, will be available to both Parties, and the appointed arbitrator shall

have all authority to impose sanctions against either Party for failing to comply with the rules for discovery which are provided in the Nevada Rules of Civil Procedure.

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

SECTION XVIII: SUBCONTRACTS

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

A. A provision to the effect that the CONSULTANT agrees to pay the subcontractor when the CONSULTANT has been paid for that portion of the work by the CITY, that no liability will arise on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made to the CONSULTANT by the CITY and that, if the CITY has paid the CONSULTANT for such subcontracted work, the subcontractor's only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the filing of any lien;

B. A provision to the effect that the subcontractor has no rights against the CITY other than those of the CONSULTANT; and

C. A provision to the effect that the subcontractor agrees to be bound by all of the terms, conditions and obligations of this Agreement.

SECTION XIX: NOTICES

Any notice which is required or appropriate under this Agreement shall be sent to the address which is set forth opposite the respective Parties' names or to the address which

either Party may hereafter designate to the other in writing.

If to the CITY: Department of Super Speed Train
Development
City Hall Complex
400 East Stewart Avenue
Las Vegas, Nevada 89101

If to the CONSULTANT: Stuart L. Hill
Bechtel Civil & Minerals, Inc.
P. O. Box 3965
San Francisco, California 94119

SECTION XX: MODIFICATION

All modifications or amendments to this Agreement shall be null and void unless they have been reduced to writing and signed by the Parties.

SECTION XXI: COMPENSATION

The total amount of the fees, compensation and costs to be paid to the CONSULTANT hereunder shall not exceed Four Hundred Thousand and no/100ths Dollars (\$400,000.00). The CONSULTANT shall submit to the CITY a monthly statement, accompanied by all supporting (including subcontractors') invoices which cover the costs, wages (hours) and other expenses of the CONSULTANT and the work which has been performed during that month. Upon a review of the monthly statement, the CITY shall remit to the CONSULTANT the reasonable value of the costs and work which are included in such statement within 30 days after the CITY's receipt of that statement and the attached invoices, but not to exceed Thirty-three Thousand Three Hundred Thirty-three and 33/100ths Dollars (\$33,333.33). In processing a monthly payment to the CONSULTANT, a CITY purchase order will be issued by the CITY's Department of General Services. In this connection, the CITY's purchase order number must be included on the face of each invoice which is submitted by the CONSULTANT as a part of the monthly statements. Upon the satisfactory completion of this Agreement, the total balance which is then owed to the CONSULTANT shall be paid to the CONSULTANT. Before the final payment, however, the CITY may conduct an audit of the CONSULTANT and its subcontractors which may include all costs, salaries, wages and other expenses which

are related to the work which has been performed under this Agreement.

SECTION XXII: ENTIRE AGREEMENT

This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the matters which are covered hereby. All prior negotiations, representations and agreement with respect thereto which are not incorporated herein are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the Parties.

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

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

By _____
WILLIAM H. BRIARE, Mayor

The "CITY"

ATTEST:

CAROL ANN HAWLEY, City Clerk

BECHTEL CIVIL & MINERALS, INC., a
Nevada Corporation

By _____
, President

The "CONSULTANT"

ATTEST

, Secretary

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 2, 1984

TO: The City Council

FROM: *James F. Quinn*
CITY ATTORNEYSUBJECT: Agreement with Bear, Stearns & Co. and Shearson/American Express, Inc.
-- Preparation of Financial Plan Re: Super-speed TrainPURPOSE/BACKGROUND

The Director of the Department of Super-speed Train Development advises that the Administrative Review Team, the Technical Advisory Committee and the City Manager recommend that a joint venture consisting of Bear, Stearns & Co. and Shearson/American Express, Inc., be selected to prepare the financial plan in connection with Phase II of the Super-speed Train Development, and the contract which is before you, if it is approved by the City Council, will effect that selection.

The financial plan will be prepared over a 12 month period and should be completed on or about March 11, 1985. The contract provides that the total cost of preparing the financial plan shall not exceed \$100,000.00, which will be derived from the \$1.25 million grant from the United States Department of Transportation/Federal Railroad Administration.

Due to their bulk, the exhibits (request for proposals, proposal, grant agreement and amendment to the grant agreement) are not attached to the contract but are available in the City Clerk's office for examination.

FISCAL IMPACT

None. The \$100,000.00 to pay for the preparation of the financial plan will come from the federal grant.

RECOMMENDATIONS

It is the recommendation of the City Attorney's office that the City Council approve the attached proposed Agreement.

Agenda Item

V-G

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of March, 1984, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "CITY"), and a joint venture consisting of BEAR, STEARNS & CO., a partnership duly formed and existing under the laws of the State of New York, and SHEARSON/AMERICAN EXPRESS, INC., a Delaware corporation (hereinafter referred to as the "CONSULTANT"), the CITY and the CONSULTANT being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties";

W I T N E S S E T H :

WHEREAS, the CITY desires to have developed a detailed permanent financial plan for the construction and operation of a super-speed magnetic levitation ground transportation system which will provide an additional transportation link between the CITY and Los Angeles, California; and

WHEREAS, the Federal Railroad Administration also desires to have such a plan developed and has agreed to provide the funding to pay for the same; and

WHEREAS, the CITY has formed a Management Review Team and a Technical Advisory Committee to review, advise and make recommendations to the City Council of the CITY on the development of such financial plan and has designated the director of its Department of Super Speed Train Development as the project manager for the CITY; and

WHEREAS, the CONSULTANT has submitted a proposal to the CITY to develop such a financial plan, and, based upon such proposal, has been selected by the CITY to develop such plan.

NOW, THEREFORE, for and in consideration of the premises, of the terms, conditions and mutual covenants hereinafter set forth and of other good and valuable considerations, the receipt of which are hereby acknowledged by both Parties, the Parties do hereby agreed as follows:

SECTION I: FINANCIAL PLAN DEVELOPMENT

The CONSULTANT agrees to develop a detailed permanent financial plan for the construction and operation of a super-speed magnetic levitation ground transportation system which will provide an additional transportation link between the CITY and Los Angeles, California, in accordance with the CITY's request for proposals which is identified as "NOTICE: REQUEST FOR PROPOSAL - FINANCIAL PLANNING," a copy of which is attached as Exhibit "A" hereto and by this reference made a part hereof, and in accordance with the CONSULTANT's proposal which was submitted to the CITY in response thereto and is dated February 10, 1984, and identified as "PRESENTATION TO THE CITY OF LAS VEGAS," a copy of which is attached as Exhibit "B" hereto and by this reference made a part hereof. Although Exhibits "A" and "B" are incorporated into this Agreement by reference, to the extent that this Agreement adds to, modifies or is inconsistent with the terms of those documents, the terms of this Agreement shall prevail.

SECTION II: FEDERAL GRANT REQUIREMENTS

The development of the financial plan is financed by a grant from the Federal Railroad Administration to the CITY. The CONSULTANT represents that it has read the grant agreement which is identified as "LAS VEGAS RAIL PASSENGER CORRIDOR STUDY GRANT between the FEDERAL RAILROAD ADMINISTRATION and the CITY OF LAS VEGAS" and Amendment No. 1 thereto, copies of which are attached as Exhibit "C" and Exhibit "D", respectively, hereto and by this reference made parts hereof, is familiar with their terms and agrees to abide by their provisions insofar as compliance with those provisions depends on the CONSULTANT's performance, including without limitation the nondiscrimination and minority business provisions.

SECTION III: TIME OF ESSENCE

The CONSULTANT shall immediately commence performance of this Agreement and thereafter diligently proceed with the

performance thereof to completion. The CONSULTANT agrees to complete the performance and submit its final report within three hundred sixty-five (365) calendar days following the date on which this Agreement is executed. With respect to the performance by the CONSULTANT of the terms, conditions and covenants which are contained herein, it is expressly agreed that time is of the essence.

SECTION IV: TERMINATION

The CITY 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 to the CONSULTANT shall become effective on the date on which the CITY deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location which is designated by the CONSULTANT in or pursuant to SECTION XIX of this Agreement.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all of the work and services which it had performed prior to the date of termination, but not to exceed the total contract amount.

SECTION V: DEFAULT

A. The occurrence of any of the following events shall be a default by the CONSULTANT hereunder (hereinafter called "Events of Default"):

1. If the CONSULTANT shall default in the due observance and performance of any term, condition or covenant which is contained in or incorporated into this Agreement;

2. If the CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated a 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 its creditors, (d) file a petition or answer seeking a reorganization or an arrangement with its creditors or take advantage of any insolvency law or (e) take any action 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 the CONSULTANT and shall continue unvacated and in effect for a period in excess of thirty (30) days; or

4. If the CONSULTANT should, in the judgment of the CITY, 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.

If any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, the CITY may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement and all of the obligations which are imposed on it hereunder, including the obligation for any further payment for the services of the CONSULTANT, except for the reasonable value for all work and services which were performed prior to the date of the termination, or (b) terminate this Agreement, suspend all payments which may otherwise be due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance which may be due to the CONSULTANT the cost of finishing the work and pay the excess, if any, to the CONSULTANT. In the event that the cost of finishing the CONSULTANT's work exceeds the balance which is due to the CONSULTANT, such excess shall be paid by the CONSULTANT to the CITY within five (5) days after the CONSULTANT has received an appropriate invoice from the CITY. The costs and expenses of completing the work of the CONSULTANT shall be computed and audited by the CITY's 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 the CONSULTANT shall pay all of the costs of such audit.

B. In the event that the CITY 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 the CITY's overhead, shall be promptly paid by the CONSULTANT to the CITY.

C. It is expressly agreed that the CITY shall have the right to offset any and all claims which may be made by the CONSULTANT for the payment of its fees hereunder or for the reimbursement of any additional cost which the CONSULTANT may have incurred, with any claim which the CITY may have against the CONSULTANT which results from the CONSULTANT's failure to comply with any of the terms and conditions of this Agreement.

SECTION VI: OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, reports and other data which are accumulated, prepared or assembled by the CONSULTANT or any of its subcontractors and all products used or developed in the preparation of the financial plan, including computer programs and data which are related to the performance of this Agreement, shall be deemed to be the property of the CITY and will remain in the public domain at the completion of such plan. Upon the completion or earlier termination of this Agreement, the CITY shall have the right to require delivery of any and all plans, drawings, specifications, reports and other data which have been so accumulated and are not already in its possession.

SECTION VII: INSURANCE

A. The CONSULTANT shall provide and maintain, and it will require its subcontractors to provide and maintain, at all times during the existence of this Agreement, for the protection of the CONSULTANT and the CITY, the following insurance coverages:

1. Workmen's Compensation Insurance covering its full liability under the Workmen's Compensation Laws of the State of Nevada as required by the Nevada Industrial

Insurance System, or equivalent coverage which has been approved by the CITY.

2. Comprehensive General Liability Insurance of not less than \$500,000.00 for injury to or death of each per \$1,000,000.00 for each occurrence and \$500,000.00 for each claim of property damage, which may be effected by an adequate program of self-insurance.

3. Performance Bond in the amount of \$100,000.00.

B. Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverages which are required herein and will furnish certificates of insurance to the CITY, demonstrating the procurement of such insurance.

C. The insurance coverages which are required herein must be written by a company which is acceptable to the CITY. The certificates of insurance which are sent to the CITY must contain a clause to the effect that cancellations, reductions or restrictions shall not become effective until thirty (30) days after written notice thereof has been provided to the CITY. In the event that any of the insurance coverages which are required herein is cancelled, reduced or restricted, the CITY shall have the right to terminate this Agreement.

SECTION VIII: INDEMNITY

Notwithstanding any of the insurance requirements which are hereinabove set forth or the limits of liability which are required therein, the CONSULTANT shall protect, indemnify and hold harmless the CITY and its officers and employees from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY or any of its officers or employees may suffer, or which may be sought against, recovered from or obtainable against the CITY or any of 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 any such subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this Agreement.

It is expressly agreed that the CONSULTANT shall, at its own cost and expense, defend any and all suits or actions which may be brought against the CITY or any of its officers or employees by reason of any act or omission against which the CONSULTANT has agreed to indemnify the CITY. If the CONSULTANT shall fail to do so, the CITY 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 IX: ASSIGNMENT

The CITY and the CONSULTANT each binds itself and its partners, successors, administrators and assigns to the other Party and to the partners, successors, executors, administrators and assigns of such other Party with respect to all of the covenants of this Agreement, except that neither the CITY nor the CONSULTANT may assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. Nothing which is contained herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY.

SECTION X: WAIVER

No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of any obligation hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such Party hereunder. The failure on the part of either Party to complain of any act or failure to act on the part of the other Party or to declare the 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, payment or tentative approval or acceptance by the

CITY, or the failure on the part of the CITY to perform any inspection hereunder, shall not constitute a final acceptance of the work, or any part thereof, and shall not release the CONSULTANT of any of its obligations hereunder.

SECTION XI: DESIGNATION OF REPRESENTATIVES

A. The director of the CITY's Department of Super Speed Train Development or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this Agreement. Said representative, with the advice and approval of the Administrative Review Team and the Technical Advisory Committee, shall have complete authority to transmit instructions, receive information and interpret and define the CITY's policies and decisions with respect to the services of the CONSULTANT.

B. David H. Troob is designated as the CONSULTANT's authorized representative. He shall have overall supervision of the work to be performed by the CONSULTANT hereunder and must be available on a reasonable basis to attend meetings and meet with the CITY's staff or the Administrative Review Team and the Technical Advisory Committee when he is so requested by the CITY's authorized representative.

SECTION XII: CONSULTANT'S WARRANTIES

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

B. That it holds a license, permit or other special authorization to perform the services which are included in this Agreement, as is required by law, or employs or works under the

general supervision of the holder of such a license, permit or special authorization, as is permitted by law.

C. That the execution of this Agreement has been fully authorized and submits to the CITY, concurrently with the execution hereof, a certified copy of the resolution of its board of directors or other instrument which authorizes such execution by the person who executes this Agreement on its behalf.

SECTION XIII: INDEPENDENT CONTRACTOR

It is hereby expressly understood and agreed that, in the performance of the services which are provided for herein, the CONSULTANT, and each person who is employed by it to perform work hereunder, shall be deemed to be an independent contractor and not an agent or employee of the CITY.

SECTION XIV: APPLICABLE LAW

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

SECTION XV: PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained by it 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 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 must first be approved, and may only be released, by the CITY.

SECTION XVII: ARBITRATION

All claims, disputes and other matters in question between the Parties which arise out of or relate 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 which then obtain, unless the Parties mutually agree otherwise. No arbitration which arises out of or relates to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person who is not a party to this Agreement except by means of a written consent which contains a specific reference to this Agreement and is signed by the CITY, the CONSULTANT and the other person who is sought to be so joined. Any consent to arbitration which involves an additional person or persons shall not constitute consent to the arbitration of any dispute which is not described therein or with any person who is not named or described therein. The agreement to arbitrate which is contained herein and any agreement to arbitrate with an additional person or persons which has been duly consented to by the Parties shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand by one Party for arbitration shall be filed in writing with the other Party 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 on which the institution of legal or equitable proceedings which may be based upon such claim, dispute or other matter would be barred by the applicable statute of limitations.

In the event that either Party demands arbitration, it is agreed by the Parties that all means of discovery, including without limitation depositions and interrogatories, will be available to both Parties, and the appointed arbitrator shall have all authority to impose sanctions against either Party for failing to comply with the rules for discovery which are provided in the Nevada Rules of Civil Procedure.

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

SECTION XVIII: SUBCONTRACTS

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

A. A provision to the effect that the CONSULTANT agrees to pay the subcontractor when the CONSULTANT has been paid for that portion of the work by the CITY, that no liability will arise on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made to the CONSULTANT by the CITY and that, if the CITY has paid the CONSULTANT for such subcontracted work, the subcontractor's only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the filing of any lien;

B. A provision to the effect that the subcontractor has no rights against the CITY other than those of the CONSULTANT; and

C. A provision to the effect that the subcontractor agrees to be bound by all of the terms, conditions and obligations of this Agreement.

SECTION XIX: NOTICES

Any notice which is required or appropriate under this Agreement shall be sent to the address which is set forth opposite the respective Parties' names or to the address which either Party may hereafter designate to the other in writing.

If to the CITY:	Department of Super Speed Train Development City Hall Complex 400 East Stewart Avenue Las Vegas, Nevada 89101

If to the CONSULTANT:	David H. Troob Bear, Stearns & Co. 55 Water Street New York, New York 10041

SECTION XX: MODIFICATION

All modifications or amendments to this Agreement shall be null and void unless they have been reduced to writing and signed by the Parties.

SECTION XXI: COMPENSATION

The total amount of the fees, compensation and costs to be paid to the CONSULTANT hereunder shall not exceed One Hundred Thousand and no/100ths Dollars (\$100,000.00). The CONSULTANT shall submit to the CITY a monthly statement, accompanied by all supporting (including subcontractors') invoices which cover the costs, wages (hours) and other expenses of the CONSULTANT and the work which has been performed during that month. Upon a review of the monthly statement, the CITY shall remit to the CONSULTANT the reasonable value of the costs and work which are included in such statement within 30 days after the CITY's receipt of that statement and the attached invoices, but not to exceed Eight Thousand Three Hundred Thirty-three and 33/100ths Dollars (\$8,333.33). In processing a monthly payment to the CONSULTANT, a CITY purchase order will be issued by the CITY's Department of General Services. In this connection, the CITY's purchase order number must be included on the face of each invoice which is submitted by the CONSULTANT as a part of the monthly statements. Upon the satisfactory completion of this Agreement, the total balance which is then owed to the CONSULTANT shall be paid to the CONSULTANT. Before the final payment, however, the CITY may conduct an audit of the CONSULTANT and its subcontractors which may include all costs, salaries, wages and other expenses which are related to the work which has been performed under this Agreement.

SECTION XXII: ENTIRE AGREEMENT

This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the matters which are covered hereby. All prior negotiations, representations and agreement with respect thereto which are not incorporated herein are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the Parties.

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

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

By _____
WILLIAM H. BRIARE, Mayor

The "CITY"

ATTEST:

CAROL ANN HAWLEY, City Clerk

BEAR, STEARNS & CO. and
SHEARSON/AMERICAN EXPRESS, INC., a
Joint Venture

By _____
DAVID H. TROOB, Limited Partner -
Bear, Stearns & Co.

and

GROVER L. MCKEAN, Managing
Director - Shearson/American
Express, Inc.

The "CONSULTANT"

ATTEST

, Secretary

AGENDA*City of Las Vegas*

March 7, 1984

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

ITEM

Council Action

Department Action

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

H. Approval of agreement with Barton-Aschman Associates, Inc. re: preparation of ridership verification in connection with Phase II of the Super-speed Train Development.

ABEYANCE

3/21/84 Agenda

11:29 I. Approval of agreement with the State of Nevada in connection with a study concerning establishment of a high-level nuclear waste repository in Nevada.

Christensen -
APPROVED Agreement
Unanimous

Staff to proceed

CITY COUNCIL MINUTES - MARCH 7, 1984

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 2, 1984

TO: The City Council

FROM: *James P. Gilie*
CITY ATTORNEY

SUBJECT: Agreement with Barton-Aschman Associates, Inc., -- Preparation of Ridership Verification Re: Super-speed Train

PURPOSE/BACKGROUND

The Director of the Department of Super-speed Train Development has advised that the Administrative Review Team, the Technical Advisory Committee and the City Manager recommend that Barton-Aschman Associates, Inc., be selected to prepare the ridership verification in connection with Phase II of the Super-speed Train Development, and the contract which is before you, if it is approved by the City Council, will effect that selection.

The ridership verification will be conducted over a 12 month period and should be completed on or about March 11, 1985. The contract provides that the total cost of the study shall not exceed \$350,000.00, which will be derived from the \$1.25 million grant from the United States Department of Transportation/Federal Railroad Administration.

Due to their bulk, the exhibits (request for proposals, proposal, grant agreement and amendment to the grant agreement) are not attached to the contract but are available in the City Clerk's office for examination.

FISCAL IMPACT

None. The \$350,000.00 to pay for this study will come from the federal grant.

RECOMMENDATIONS

It is the recommendation of the City Attorney's office that the City Council approve the attached proposed Agreement.

Agenda Item

V-H

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1984, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "CITY"), and BARTON-ASCHMAN ASSOCIATES, INC., a Delaware corporation (hereinafter referred to as the "CONSULTANT"), the CITY and the CONSULTANT being hereinafter sometimes referred to singly as a "Party" and collectively as the "Parties";

W I T N E S S E T H :

WHEREAS, the CITY desires to have conducted a detailed analysis of the potential ridership level of passengers who will travel on a super-speed magnetic levitation ground transportation system in the "Las Vegas to/from Ontario, California" corridor during the anticipated thirty-five year life span (projected to commence in the 1991 calendar year) of the system; and

WHEREAS, the Federal Railroad Administration also desires to have such an analysis conducted and has agreed to provide the funding to pay for the same; and

WHEREAS, the CITY has formed a Management Review Team and a Technical Advisory Committee to review, advise and make recommendations to the City Council of the CITY on the conduct of such ridership analysis and has designated the director of its Department of Super Speed Train Development as the project manager for the CITY; and

WHEREAS, the CONSULTANT has submitted a proposal to the CITY to conduct such a ridership analysis, and, based upon such proposal, has been selected by the CITY to conduct such analysis.

NOW, THEREFORE, for and in consideration of the premises, of the terms, conditions and mutual covenants hereinafter set forth and of other good and valuable considerations, the receipt of which are hereby acknowledged by both Parties, the Parties do hereby agreed as follows:

SECTION I: RIDERSHIP VERIFICATION

The CONSULTANT agrees to conduct a detailed analysis of the potential ridership level of passengers who will travel on a

super-speed magnetic levitation ground transportation system in the "Las Vegas to/from Ontario, California" corridor during the anticipated thirty-five year life span (projected to commence in the 1991 calendar year) of the system in accordance with the CITY's request for proposals which is identified as "NOTICE: REQUEST FOR PROPOSAL - RIDERSHIP VERIFICATION," a copy of which is attached as Exhibit "A" hereto and by this reference made a part hereof, and in accordance with the CONSULTANT's proposal which was submitted to the CITY in response thereto and is dated February 10, 1984, and identified as "PROPOSAL-RIDERSHIP VERIFICATION STUDY - PHASE II LAS VEGAS/LOS ANGELES CALIFORNIA SUPER-SPEED GROUND TRANSPORTATION SYSTEM," a copy of which is attached as Exhibit "B" hereto and by this reference made a part hereof. Although Exhibits "A" and "B" are incorporated into this Agreement by reference, to the extent that this Agreement adds to, modifies or is inconsistent with the terms of those documents, the terms of this Agreement shall prevail.

SECTION II: FEDERAL GRANT REQUIREMENTS

This ridership analysis is financed by a grant from the Federal Railroad Administration to the CITY. The CONSULTANT represents that it has read the grant agreement which is identified as "LAS VEGAS RAIL PASSENGER CORRIDOR STUDY GRANT between the FEDERAL RAILROAD ADMINISTRATION and the CITY OF LAS VEGAS" and Amendment No. 1 thereto, copies of which are attached as Exhibit "C" and Exhibit "D", respectively, hereto and by this reference made parts hereof, is familiar with their terms and agrees to abide by their provisions insofar as compliance with those provisions depends on the CONSULTANT's performance, including without limitation the nondiscrimination and minority business provisions.

SECTION III: TIME OF ESSENCE

The CONSULTANT shall immediately commence performance of this Agreement and thereafter diligently proceed with the performance thereof to completion. The CONSULTANT agrees to

complete the performance and submit its final report within three hundred sixty-five (365) calendar days following the date on which this Agreement is executed. With respect to the performance by the CONSULTANT of the terms, conditions and covenants which are contained herein, it is expressly agreed that time is of the essence.

SECTION IV: TERMINATION

The CITY 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 to the CONSULTANT shall become effective on the date on which the CITY deposits the written notification with the United States Postal Service, postage prepaid, and addressed to the party and location which is designated by the CONSULTANT in or pursuant to SECTION XIX of this Agreement.

In the event of termination, without cause or default, the CITY agrees to pay to the CONSULTANT the reasonable value for all of the work and services which it had performed prior to the date of termination, but not to exceed the total contract amount.

SECTION V: DEFAULT

A. The occurrence of any of the following events shall be a default by the CONSULTANT hereunder (hereinafter called "Events of Default"):

1. If the CONSULTANT shall default in the due observance and performance of any term, condition or covenant which is contained in or incorporated into this Agreement;

2. If the CONSULTANT shall (a) voluntarily terminate operations or consent to the appointment of a receiver, trustee or liquidator of the CONSULTANT for all or a substantial portion of its assets, (b) be adjudicated a 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 its creditors, (d) file a petition or answer

seeking a reorganization or an arrangement with its creditors or take advantage of any insolvency law or (e) take any action 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 the CONSULTANT and shall continue unvacated and in effect for a period in excess of thirty (30) days; or

4. If the CONSULTANT should, in the judgment of the CITY, 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.

If any such Event of Default continues for three (3) working days after written notice to the CONSULTANT, the CITY may, without prejudice to any other remedy it may have at law or in equity, (a) terminate this Agreement and all of the obligations which are imposed on it hereunder, including the obligation for any further payment for the services of the CONSULTANT, except for the reasonable value for all work and services which were performed prior to the date of the termination, or (b) terminate this Agreement, suspend all payments which may otherwise be due to the CONSULTANT hereunder, finish the work by such means as the CITY may see fit, deduct from any balance which may be due to the CONSULTANT the cost of finishing the work and pay the excess, if any, to the CONSULTANT. In the event that the cost of finishing the CONSULTANT's work exceeds the balance which is due to the CONSULTANT, such excess shall be paid by the CONSULTANT to the CITY within five (5) days after the CONSULTANT has received an appropriate invoice from the CITY. The costs and expenses of completing the work of the CONSULTANT shall be computed and audited by the CITY's 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 the CONSULTANT shall pay all of the costs of such audit.

B. In the event that the CITY 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 the CITY's overhead, shall be promptly paid by the CONSULTANT to the CITY.

C. It is expressly agreed that the CITY shall have the right to offset any and all claims which may be made by the CONSULTANT for the payment of its fees hereunder or for the reimbursement of any additional cost which the CONSULTANT may have incurred, with any claim which the CITY may have against the CONSULTANT which results from the CONSULTANT's failure to comply with any of the terms and conditions of this Agreement.

SECTION VI: OWNERSHIP OF DOCUMENTS

All plans, drawings, specifications, reports and other data which are accumulated, prepared or assembled by the CONSULTANT or any of its subcontractors and all products used or developed in the conduct of the ridership analysis, including computer programs and data which are related to the performance of this Agreement, shall be deemed to be the property of the CITY and will remain in the public domain at the completion of such analysis. Upon the completion or earlier termination of this Agreement, the CITY shall have the right to require delivery of any and all plans, drawings, specifications, reports and other data which have been so accumulated and are not already in its possession.

SECTION VII: INSURANCE

A. The CONSULTANT shall provide and maintain, and it will require its subcontractors to provide and maintain, at all times during the existence of this Agreement, for the protection of the CONSULTANT and the CITY, the following insurance coverages:

1. Workmen's Compensation Insurance covering its full liability under the Workmen's Compensation Laws of the State of Nevada as required by the Nevada Industrial Insurance

Insurance System, or equivalent coverage which has been approved by the CITY.

2. Comprehensive General Liability Insurance of not less than \$500,000.00 for injury to or death of each per \$1,000,000.00 for each occurrence and \$500,000.00 for each claim of property damage, which may be effected by an adequate program of self-insurance.

3. Performance Bond in the amount of \$350,000.00.

B. Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverages which are required herein and will furnish certificates of insurance to the CITY, demonstrating the procurement of such insurance.

C. The insurance coverages which are required herein must be written by a company which is acceptable to the CITY. The certificates of insurance which are sent to the CITY must contain a clause to the effect that cancellations, reductions or restrictions shall not become effective until thirty (30) days after written notice thereof has been provided to the CITY. In the event that any of the insurance coverages which are required herein is cancelled, reduced or restricted, the CITY shall have the right to terminate this Agreement.

SECTION VIII: INDEMNITY

Notwithstanding any of the insurance requirements which are hereinabove set forth or the limits of liability which are required therein, the CONSULTANT shall protect, indemnify and hold harmless the CITY and its officers and employees from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, attorney fees and court costs which the CITY or any of its officers or employees may suffer, or which may be sought against, recovered from or obtainable against the CITY or any of 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 any such subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of this Agreement.

It is expressly agreed that the CONSULTANT shall, at its own cost and expense, defend any and all suits or actions which may be brought against the CITY or any of its officers or employees by reason of any act or omission against which the CONSULTANT has agreed to indemnify the CITY. If the CONSULTANT shall fail to do so, the CITY 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 IX: ASSIGNMENT

The CITY and the CONSULTANT each binds itself and its partners, successors, administrators and assigns to the other Party and to the partners, successors, executors, administrators and assigns of such other Party with respect to all of the covenants of this Agreement, except that neither the CITY nor the CONSULTANT may assign, sublet or transfer its interest in this Agreement without the prior written consent of the other. Nothing which is contained herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY.

SECTION X: WAIVER

No consent or waiver, express or implied, by either Party to or of any breach or default by the other Party in the performance of any obligation hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such Party hereunder. The failure on the part of either Party to complain of any act or failure to act on the part of the other Party or to declare the 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, payment or tentative approval or acceptance by the

CITY, or the failure on the part of the CITY to perform any inspection hereunder, shall not constitute a final acceptance of the work, or any part thereof, and shall not release the CONSULTANT of any of its obligations hereunder.

SECTION XI: DESIGNATION OF REPRESENTATIVES

A. The director of the CITY's Department of Super Speed Train Development or his authorized representative is hereby designated as the CITY's representative with respect to the work to be performed under this Agreement. Said representative, with the advice and approval of the Administrative Review Team and the Technical Advisory Committee, shall have complete authority to transmit instructions, receive information and interpret and define the CITY's policies and decisions with respect to the services of the CONSULTANT.

B. John R. Hamburg is designated as the CONSULTANT's authorized representative. He shall have overall supervision of the work to be performed by the CONSULTANT hereunder and must be available on a reasonable basis to attend meetings and meet with the CITY's staff or the Administrative Review Team and the Technical Advisory Committee when he is so requested by the CITY's authorized representative.

SECTION XII: CONSULTANT'S WARRANTIES

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

B. That it holds a license, permit or other special authorization to perform the services which are included in this Agreement, as is required by law, or employs or works under the

general supervision of the holder of such a license, permit or special authorization, as is permitted by law.

C. That the execution of this Agreement has been fully authorized and submits to the CITY, concurrently with the execution hereof, a certified copy of the resolution of its board of directors or other instrument which authorizes such execution by the person who executes this Agreement on its behalf.

SECTION XIII: INDEPENDENT CONTRACTOR

It is hereby expressly understood and agreed that, in the performance of the services which are provided for herein, the CONSULTANT, and each person who is employed by it to perform work hereunder, shall be deemed to be an independent contractor and not an agent or employee of the CITY.

SECTION XIV: APPLICABLE LAW

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

SECTION XV: PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or entity has been employed or retained by it 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 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 must first be approved, and may only be released, by the CITY.

SECTION XVII: ARBITRATION

All claims, disputes and other matters in question between the Parties which arise out of or relate 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 which then obtain, unless the Parties mutually agree otherwise. No arbitration which arises out of or relates to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person who is not a party to this Agreement except by means of a written consent which contains a specific reference to this Agreement and is signed by the CITY, the CONSULTANT and the other person who is sought to be so joined. Any consent to arbitration which involves an additional person or persons shall not constitute consent to the arbitration of any dispute which is not described therein or with any person who is not named or described therein. The agreement to arbitrate which is contained herein and any agreement to arbitrate with an additional person or persons which has been duly consented to by the Parties shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand by one Party for arbitration shall be filed in writing with the other Party 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 on which the institution of legal or equitable proceedings which may be based upon such claim, dispute or other matter would be barred by the applicable statute of limitations.

In the event that either Party demands arbitration, it is agreed by the Parties that all means of discovery, including without limitation depositions and interrogatories, will be available to both Parties, and the appointed arbitrator shall have all authority to impose sanctions against either Party for failing to comply with the rules for discovery which are provided in the Nevada Rules of Civil Procedure.

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

SECTION XVIII: SUBCONTRACTS

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

A. A provision to the effect that the CONSULTANT agrees to pay the subcontractor when the CONSULTANT has been paid for that portion of the work by the CITY, that no liability will arise on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made to the CONSULTANT by the CITY and that, if the CITY has paid the CONSULTANT for such subcontracted work, the subcontractor's only recourse is against the CONSULTANT and not against the CITY, either through the institution of legal or equitable action or the filing of any lien;

B. A provision to the effect that the subcontractor has no rights against the CITY other than those of the CONSULTANT; and

C. A provision to the effect that the subcontractor agrees to be bound by all of the terms, conditions and obligations of this Agreement.

SECTION XIX: NOTICES

Any notice which is required or appropriate under this Agreement shall be sent to the address which is set forth opposite the respective Parties' names or to the address which either Party may hereafter designate to the other in writing.

If to the CITY:	Department of Super Speed Train Development City Hall Complex 400 East Stewart Avenue Las Vegas, Nevada 89101

If to the CONSULTANT:	John R. Hamburg Barton-Aschman Associates, Inc. 99 Almaden Boulevard, Suite 925 San Jose, California 95113

SECTION XX: MODIFICATION

All modifications or amendments to this Agreement shall be null and void unless they have been reduced to writing and signed by the Parties.

SECTION XXI: COMPENSATION

The total amount of the fees, compensation and costs to be paid to the CONSULTANT hereunder shall not exceed Three Hundred Fifty Thousand and no/100ths Dollars (\$350,000.00). The CONSULTANT shall submit to the CITY a monthly statement, accompanied by all supporting (including subcontractors') invoices which cover the costs, wages (hours) and other expenses of the CONSULTANT and the work which has been performed during that month. Upon a review of the monthly statement, the CITY shall remit to the CONSULTANT the reasonable value of the costs and work which are included in such statement within 30 days after the CITY's receipt of that statement and the attached invoices, but not to exceed Twenty-nine Thousand One Hundred Sixty-six and 67/100ths Dollars (\$29,166.67). In processing a monthly payment to the CONSULTANT, a CITY purchase order will be issued by the CITY's Department of General Services. In this connection, the CITY's purchase order number must be included on the face of each invoice which is submitted by the CONSULTANT as a part of the monthly statements. Upon the satisfactory completion of this Agreement, the total balance which is then owed to the CONSULTANT shall be paid to the CONSULTANT. Before the final payment, however, the CITY may conduct an audit of the CONSULTANT and its subcontractors which may include all costs, salaries, wages and other expenses which are related to the work which has been performed under this Agreement.

SECTION XXII: ENTIRE AGREEMENT

This Agreement and the Exhibits hereto constitute the entire agreement between the Parties with respect to the matters which are covered hereby. All prior negotiations, representations and agreement with respect thereto which are not incorporated herein are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the Parties.

0338

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

The "CITY"

CAROL ANN HAWLEY, City Clerk

By MARTIN M. BLACHMAN, President

ATTEST

Secretary

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 2, 1984

TO:
The City CouncilFROM: *George F. Ogilvie*
George F. Ogilvie
City AttorneySUBJECT:

Agreement With State of Nevada for Study re Establishment of High-level Nuclear Waste Repository in Nevada

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, April 20, 1983, the City Council adopted a resolution in which it expressed its opposition to the location of a high-level nuclear waste repository in the Southern Nevada area, and, as a result of that resolution, the City's staff has conducted certain studies concerning this subject. The City has recently been advised by the Governor's Office that moneys have been made available to the State of Nevada under the Federal Nuclear Waste Repository Act of 1982 for the purpose of monitoring, verifying and independently assessing the Department of Energy's site investigations, and that the work which has been and will continue to be performed by the City in this connection is eligible for funding out of such moneys if the City will enter into an agreement to continue such studies.

Pursuant to the Agreement which is before you, the City agrees to perform certain work, according to a Scope of Work which has been developed by the Department of Economic Development, and will receive from the State, in advance, the sum of Twenty-five Thousand Five Hundred Dollars (\$25,500). Since the Scope of Work provides for work which the City would do anyway, some of which has already been performed, it would appear to be in the City's interest to accept the State's offer.

FISCAL IMPACT

Twenty-five Thousand Five Hundred Dollars (\$25,500) in additional revenue.

RECOMMENDATIONS

It is recommended that the City Council approve the attached agreement and authorize the Mayor to execute the same on behalf of the City.

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

V-I

For Board Use Only

Date: _____

Number: _____

CONTRACT SUMMARY
(To Accompany All Contracts Submitted
for Review of Board of Examiners)

I. Description of Contract

- Nuclear Waste
1. State Agency Project Office Contractor Name City of Las Vegas
 Budget Account # 1005 Address 400 E. Stewart Avenue
 Expenditure Category # 10 Las Vegas, NV 89101
 2. Upon Board of Examiners Approval: Termination Date April 3, 1985
 or other Effective Date _____
 3. New Contract or Contract Amendment? New
 4. Type of Contract Consultant
 5. Purpose of Contract. Describe work to be accomplished. To study possible
affects to community of potential siting of a high-level nuclear waste
repository.
 6. a. Payment for services to take place at the rate of \$ _____ per
lump sum (time interval) to a maximum of \$25,500.00 for
 the term of the contract.
 b. If (a) not applicable specify other basis of payment. _____

 c. If amendment, explain changes. _____

II. Justification

7. What conditions mandate that this work be done? Nuclear Waste Policy
Act of 1982.
8. Explain why State employees in contracting agency or other State agencies are
 not able to do this work. (Be specific) In accordance with Nuclear Waste
Policy Act of 1982, local government entities may be funded to do
these studies.
9. a. Were bids or proposals solicited? No If so, please attach.
 b. If not, why not? N/A
 c. Why was this contractor chosen in preference to others? N/A

III. Other Information

10. Is contractor employed by State of Nevada, any of its political subdivisions or
 by any other government? Yes If so, is contractor planning to
 render services while on annual leave, comp time, sick leave, or on his own
 time? Please explain: No
11. Has the contractor ever been engaged under contract by any State agency?
 If so, specify when, for what duties, for what compensation, and for which
 agency. Unknown
12. What is source of funds used to pay contractor? U. S. Department of
Energy - Federal grant.
13. To what State fiscal year will contract cost be charged? 1984



 Signature of State Agency Head

1 AGREEMENT

2
3 THIS AGREEMENT, made and entered into this 7th day
4 of March, 1984, by and between the STATE OF NEVADA, acting by and
5 through the Nuclear Waste Project Office of the Office of the
6 Governor (hereinafter referred to as the "OFFICE"), and the CITY
7 OF LAS VEGAS, a municipal corporation of the State of Nevada
8 (hereinafter referred to as the "CITY");

9
10 W I T N E S S E T H:

11 WHEREAS, the United States has enacted the Nuclear Waste
12 Policy Act of 1982 (the "Act" herein), which requires that a site
13 for a high-level nuclear waste repository be selected by 1987
14 and establishes certain duties and responsibilities in the Office
15 of the Governor; and

16 WHEREAS, the Secretary of Energy, in accordance with
17 Section 116(a) of the Act has notified the Governor that Nevada
18 contains a potentially acceptable site for the aforementioned
19 repository; and

20 WHEREAS, Section 116 of the Act provides that funds
21 shall be made available to states which have been so identified
22 to monitor, verify and independently assess the United States
23 Department of Energy's (the "USDOE" herein) site investigations;
24 and

25 WHEREAS, the USDOE is continuing to evaluate the tech-
26 nical suitability of the potential site and the anticipated socio-
27 economic impacts of establishing such a repository in the State
28 of Nevada; and

29 WHEREAS, the Governor of the State of Nevada has created
30 the OFFICE within his office to act as liaison with the USDOE in
31 matters which are related to the Act, to receive and expend the
32 aforementioned funds and to enter into agreements therefor; and

1 WHEREAS, the OFFICE desires to employ the CITY to render
2 assistance in fulfilling certain requirements of the aforemen-
3 tioned duties and responsibilities, and the CITY desires to render
4 such assistance.

5 NOW, THEREFORE, in consideration of the premises and
6 of the mutual covenants and conditions which are hereinafter con-
7 tained, the parties do hereby agree as follows:

- 8 1. The purpose of this Agreement is to provide for
9 the undertaking by the CITY of the activities (the
10 "Project" herein) which are described in the
11 Scope of Work which is attached as Exhibit "A"
12 hereto and by this reference made a part hereof,
13 and to state the terms, conditions and mutual
14 understandings concerning the manner in which the
15 Project will be undertaken and completed.
- 16 2. The CITY shall develop and complete the Project
17 as described in Exhibit "A".
- 18 3. The CITY shall commence performance of this Agree-
19 ment forthwith upon its receipt of notification from
20 the OFFICE that this Agreement has been approved
21 by the Nevada Board of Examiners and that the
22 OFFICE has received the funds for this Agreement
23 from the USDOE and shall complete the Project in
24 a timely manner to the satisfaction of the OFFICE
25 within three hundred sixty-five (365) calendar
26 days following the date on which the CITY receives
27 such notification, unless a written extension is
28 granted by the OFFICE. Extensions will only be
29 granted in those instances in which the CITY's
30 inability to complete the Project is caused by
31 circumstances beyond the CITY's control. Requests
32 for extension must be received not later than

1 fourteen (14) calendar days prior to the date for
2 the completion of this Agreement, or not later
3 than fourteen (14) calendar days prior to the
4 expiration of any extension of such date, as the
5 case may be.

- 6 4. As and for the CITY's compensation for developing
7 and completing the Project, as described in Exhibit
8 "A", the OFFICE shall pay to the CITY, in advance,
9 the sum of Twenty-five Thousand Five Hundred and
10 no/100ths Dollars (\$25,500.00), upon the approval
11 of this Agreement by the Nevada Board of Examiners,
12 the receipt by the OFFICE of funds for this
13 Agreement from the USDOE and the receipt by the
14 OFFICE of a request for such funds from the CITY,
15 which request may be made by the CITY immediately
16 upon its receipt of notification that this Agree-
17 ment has been approved by the Nevada Board of
18 Examiners and that the OFFICE has received the
19 funds from the USDOE.

- 20 5. The CITY shall provide the OFFICE (i) with a brief
21 quarterly letter report which describes the
22 activities and actions which the CITY has under-
23 taken during the preceeding quarter and those
24 which are planned for the current quarter, and
25 (ii) a summary report at the conclusion of this
26 Agreement. Each quarterly letter report shall
27 also contain a brief financial statement which
28 describes the CITY's expenditures during the pre-
29 ceding quarter, and the summary report shall con-
30 tain a brief financial statement which describes
31 the CITY's expenditures during the course of the
32 entire Project.

- 1 6. The parties hereto agree, for purposes of this
- 2 Agreement, that the CITY is an independent
- 3 contractor.
- 4 7. The CITY shall use the funds which are made avail-
- 5 able to it pursuant to this Agreement only for
- 6 matters which are pertinent to the Act and to the
- 7 issues which arise therefrom. The CITY agrees to
- 8 comply with the USDOE's Compliance Assurance, a
- 9 copy of which is attached as Exhibit "B" hereto
- 10 and by this reference made a part hereof.
- 11 8. The CITY agrees fully to exonerate, indemnify and
- 12 save the OFFICE harmless from and against all
- 13 claims or actions which are based upon or arise
- 14 out of any damage or injury (including death) to
- 15 persons or property which may be caused by an
- 16 employee, agent or subcontractor of the CITY in
- 17 the performance of this Agreement and, if it is
- 18 requested by the OFFICE to do so, to assume,
- 19 without expense to the OFFICE, the defense of any
- 20 such claim or action.
- 21 9. (a) The CITY shall maintain such records and
- 22 accounts, including property, personnel and
- 23 financial records, as may be deemed necessary
- 24 by the Office of the Secretary of USDOE, in
- 25 order to assure a proper accounting for all
- 26 project funds. The recorded activities of
- 27 the CITY shall conform to the requirements of
- 28 Office of Management and Budget Circular
- 29 A-102. Such records shall be made available
- 30 for audit purposes to the OFFICE, the USDOE,
- 31 the Comptroller General of the United States,
- 32 the Nevada Attorney General and the Nevada

1 Legislative Auditor, or their authorized
2 representatives, and shall be retained by
3 the CITY for at least three years after the
4 expiration of this Agreement and until all
5 other pending matters which surround this
6 Agreement are concluded.

7 (b) The CITY shall permit, and shall require its
8 subcontractors to permit, the OFFICE, the
9 USDOE, the Comptroller General of the United
10 States, the Nevada Attorney General and the
11 Nevada Legislative Auditor, or their authorized
12 representatives, to inspect all of the work,
13 materials, payrolls and other data and records
14 with regard to the Project.

15 (c) The CITY shall collect and submit to the
16 OFFICE, at such times as the OFFICE may re-
17 quire, such financial statements, data,
18 records, contracts and other documents which
19 are related to the Project as may be deemed
20 to be necessary by the OFFICE.

21 (d) The CITY shall advise the OFFICE regarding
22 the progress of the Project as outlined in
23 Exhibit "A" at such times and in such manner
24 as the OFFICE may require, including but not
25 limited to meetings and interim reports.

26 10. The CITY may publish the results of its function
27 and participation in the Project, provided that
28 such publications acknowledge that the program is
29 paid for by Federal funds which are granted
30 pursuant to the provisions of Public Law 97-425
31 and that three copies of each such publication are
32 furnished to the USDOE and to the OFFICE.

11. If the Project results in a book or other copy-rightable material, the CITY is free to copyright the work, but the OFFICE and the USDOE reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all of the technical information or data and all of the copyrighted material which results from the Project. This provision shall be presumed to be valid, but shall remain subject to supercession by 41 CFR 9-91202-3 (g) (2).
12. If any discovery or invention arises out of or is developed in the course of work which forms the subject matter of the Project, such work shall be promptly and fully reported to the OFFICE and to the Secretary of the USDOE, which report shall include full and complete technical information, for a determination as to whether or not patent protection for such invention or discovery shall be sought and the manner in which the rights in the invention or discovery, including the rights under any patent which is issued thereon, shall be disposed of and administered in order to protect the public interest. The USDOE and the OFFICE reserve the entire right, title and interest in and to, and a royalty-free, non-exclusive and irrevocable license to utilize and to authorize others to utilize, any discovery or invention which can be or is patented as a result of the Project. This provision shall be presumed to be valid, but shall remain subject to supercession by 41 CFR 9-9.107-6.

CITY COUNCIL MINUTES - MARCH 7, 1984

1 for the performance of any of the work which is
2 contemplated by this Agreement, the CITY shall
3 include in such subcontract a provision which
4 requires compliance with the aforementioned
5 Executive Orders and regulations.

6 15. If the CITY intends to or does let any subcon-
7 tract for the performance of any of the work which
8 is contemplated by this Agreement, the CITY must
9 take affirmative steps to:

- 10 (a) include qualified small, minority and women's
11 businesses on the solicitation lists;
12 (b) assure that small, minority and women's
13 businesses are solicited whenever they are
14 potential sources for the work which is to
15 be performed under such subcontract;
16 (c) if it is economically feasible to do so,
17 divide the requirements into smaller tasks
18 or quantities in order to permit maximum small,
19 minority and women's business participation;
20 (d) if the requirements or such subcontract
21 permit, establish delivery schedules which
22 will encourage participation by small,
23 minority and women's businesses; and
24 (e) use the services and assistance of the United
25 States Small Business Administration, the
26 Office of Minority Business Enterprise of the
27 United States Department of Commerce and the
28 United States Community Service Administration,
29 as such services may be required.

30 16. The CITY shall not seek funds under this Agreement
31 from the OFFICE or the USDOE to be used either
32 directly or indirectly to pay for:

- 1 (a) the purchase of equipment, other than office
- 2 equipment, such as weatherization materials
- 3 and law enforcement equipment;
- 4 (b) construction, such as the construction of mass
- 5 transit systems and exclusive bus lines;
- 6 (c) subsidizing fares for public transportation;
- 7 (d) bad debts;
- 8 (e) contingencies;
- 9 (f) contributions and donations;
- 10 (g) entertainment;
- 11 (h) fines and penalties;
- 12 (i) interest and other financial costs;
- 13 (j) unrecovered costs under grant agreements;
- 14 (k) prosecution of claims against the Federal
- 15 Government; or
- 16 (l) taxes which the CITY is not legally
- 17 required to pay.
- 18 17. Either party to this Agreement has the right to
- 19 terminate this Agreement by giving not less than
- 20 thirty (30) days' written notice to the other party,
- 21 in which event, the CITY shall submit forthwith to
- 22 the OFFICE all of the work papers and other mater-
- 23 ials which it had prepared prior to the termination
- 24 date. In the event of termination by the CITY, the
- 25 CITY agrees to repay to the OFFICE any portion of
- 26 the CITY's compensation which is attributable to
- 27 the portion of the project which remains uncom-
- 28 pleted on the date of such termination.
- 29 18. In the event that the CITY fails to complete the
- 30 Project in a manner which the OFFICE deems to be
- 31 satisfactory, within the period of performance
- 32 which is provided for in Paragraph 3, or any

1 extension thereof, the OFFICE may permit the CITY
2 to complete the performance of this Agreement or
3 may treat this Agreement as being terminated as of
4 such date, or any extension thereof, and require the
5 CITY to repay to the OFFICE any portion of the
6 CITY's compensation which is attributable to the
7 portion of the project which remains uncompleted
8 on that date.

9 19. Neither of the parties hereto nor the State of
10 Nevada or the USDOE shall be bound by this Agree-
11 ment, or any provision hereof, until the same has
12 been approved by and executed on behalf of the
13 Nevada Board of Examiners.

14 20. This Agreement shall be construed and interpreted
15 according to the laws of the State of Nevada.

16 21. This Agreement constitutes the final and entire
17 agreement between the parties hereto and may only

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1 be modified by a written amendment which is signed
2 by both of such parties.

3 IN WITNESS WHEREOF, the parties hereto have caused this
4 Agreement to be executed by their duly authorized representatives
5 the day and year first above written.
6

OFFICE OF THE GOVERNOR

7
8
9 BY Timothy Hay
10 Timothy Hay, Executive Assistant
11 The "OFFICE"

Date: March 29, 1984

CITY OF LAS VEGAS, NEVADA

12
13
14 BY William H. Briare
15 WILLIAM H. BRIARE, MAYOR

Date: March 7, 1984

ATTEST:

16
17 BY Carol Ann Hawley
18 Carol Ann Hawley, City Clerk
19 The "CITY"

Date: March 7, 1984

20
21 APPROVED AS TO FORM AND BINDING
22 EFFECT:
23 BRIAN MCKAY, ATTORNEY GENERAL

24 BY [Signature]
25 Deputy Attorney General

Date: MARCH 29, 1984BOARD OF EXAMINERS
STATE OF NEVADA

26
27
28
29 BY William Bible

Date: APR 04 1984

0351

AGENDA

City of Las Vegas

March 7, 1984

Page 28

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

ITEM Council Action Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

11:34	A. BILL NO. 84-4 - AMENDS MASTER PLAN OF STREETS AND HIGHWAYS BY REDUCING THE RIGHT-OF-WAY WIDTH OF THE WEST HALF OF DECATUR BOULEVARD BETWEEN CHEYENNE AVENUE AND MOCCASIN ROAD FROM 60 FEET TO 50 FEET. <u>Committee:</u> Councilmen Lurie and Nolen First Publication: Review-Journal, 2/18/84 <u>Committee Recommendation:</u> Adoption at 3/7/84 City Council meeting.	Lurie - Second Reading and Bill ADOPTED. Unanimous	Clerk to proceed with second publication.
11:35	B. BILL NO. 84-5 - PROVIDES CONDITIONS UNDER WHICH CITATIONS FILED WITH COURT MAY BE CONSIDERED AS LAWFUL COMPLAINTS. <u>Committee:</u> Councilmen Nolen and Lurie First Publication: Review-Journal, 2/18/84 <u>Committee Recommendation:</u> Adoption at 3/7/84 City Council meeting.	Nolen - Second Reading and Bill ADOPTED. Unanimous	Clerk to proceed with second publication.

APPROVED AGENDA ITEM

mp Cool

Recommending Committee Meeting
February 13, 1984
Page 2

0353

- B. BILL NO. 84-5 - PROVIDES CONDITIONS UNDER WHICH CITATIONS FILED WITH COURT MAY BE CONSIDERED AS LAWFUL COMPLAINTS.

Committee: Councilmen Nolen and Lurie

No one appeared in opposition. The Committee recommended adoption at the March 7, 1984 City Council meeting.

- C. BILL NO. 84-6 - ESTABLISHED LIMITATION ON GROSS REVENUES TO WHICH UTILITY BUSINESS LICENSE FEE FACTOR APPLIES.

Committee: Councilmen Christensen and Nolen

Councilman Christensen advised that this bill was to put a cap on the amount of tax the citizens would have to pay on their utility bill. He stated the maximum limit would be the gross revenue charged as of December 31, 1983. He stated that an amendment was being prepared to enhance the formula to assure equal taxation as the gross revenue of the Power Company fluctuates.

The Committee received comments from the following citizens:

Edward Corsa
Quida Garmany
Josephine H. Corsa
Thelma Clark
Cornell Mausdin
Don Brookhyser
William Hudspeth

Thelma Clark, representing Mobile Homeowners of Silver State, indicated her group had planned to propose this Franchise Tax be completely eliminated.

Councilman Lurie stated that in order to do this, money would have to be derived from another source to replace the revenue generated from this tax, and that under State Law the City would be unable to do this. He suggested that her group help out and try and get the State Legislature to help find other revenue to replace this source. The Committee recommended adoption at the March 7, 1984 City Council meeting as per First Amendment.

February 27, 1984

INTER-OFFICE MEMORANDUM

TO: FILE	FROM: <i>CH</i> CAROL ANN HAWLEY CITY CLERK
SUBJECT: RECOMMENDING COMMITTEE MEETING FEBRUARY 27, 1984	COPIES TO: 3/7/84 City Council meeting books City Attorney Business Activity Community Planning & Development Engineering Services Building & Safety Public Services Metro Fire Services

MEETING HELD: Monday, February 27, 1984, at 4:00 P.M. in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. Meeting adjourned at 4:08 P.M.

PRESENT: Councilman Al Levy
Councilman Bob Nolen
City Manager Ashley Hall
Deputy City Manager Don Saylor
Deputy City Manager Mike Cool
Richard Blue, Executive Assistant to the City Manager
Harold Foster, Director of Dept. of Comm. Planning & Deve.
City Clerk Carol Ann Hawley
Deputy City Clerk Sandra LeBoeuf

EXCUSED: Councilman Christensen

A. BILL NO. 84-7 - ALLOWS R-5 AND R-6 DENSITY DEVELOPMENTS IN C-2 ZONING DISTRICT BY WAY OF SPECIAL USE PERMIT.

Committee: Councilmen Christensen and Levy

No one spoke in opposition to this bill. Committee recommended adoption at March 7, 1984 City Council meeting.

AFFIDAVIT OF MAILING

CITY COUNCIL MINUTES - MARCH 7, 1984
(Mailing required under the provisions of NRS CHAPTER 241)

0355

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 3rd day of February, 1984, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4pm, on Monday February 13, 1984, 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).

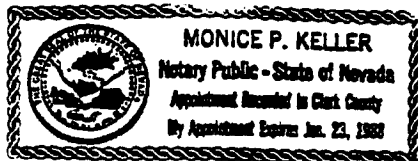
Loretta A. Hall
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this

3rd day of February 1984

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.

My Commission expires: 1/23/88



N O T I C E

The following Bills proposed for adoption by the City Council of the City of Las Vegas, Nevada, will be the subject of PUBLIC COMMENT before the respective Recommending Committees at the hour of 4:00 P.M., Monday, February 13, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 84-4 - AMENDS MASTER PLAN OF STREETS AND HIGHWAYS BY REDUCING THE RIGHT-OF-WAY WIDTH OF THE WEST HALF OF DECATUR BOULEVARD BETWEEN CHEYENNE AVENUE AND MOCCASIN ROAD FROM 60 FEET TO 50 FEET.
Committee: Councilmen Lurie and Nolen
- B. BILL NO. 84-5 - PROVIDES CONDITIONS UNDER WHICH CITATIONS FILED WITH COURT MAY BE CONSIDERED AS LAWFUL COMPLAINTS.
Committee: Councilmen Nolen and Lurie
- C. BILL NO. 84-6 - ESTABLISHES LIMITATION ON GROSS REVENUES TO WHICH UTILITY BUSINESS LICENSE FEE FACTOR APPLIES.
Committee: Councilmen Christensen and Nolen

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.

Thomas Rubidoux
Las Vegas Metropolitan
Beautification Committee
823 Melody Lane
Las Vegas, NV 89108

CITY COUNCIL MEMBERS - MARCH 7, 1984
KUDO RADIO
3805 LV Blvd. South
Las Vegas, Nevada 89109

0357

Robert Keck, Pres.
Tavern Owners Assoc.
Skinny Dugan's Pub
4127 W. Charleston Blvd.
Las Vegas, NV 89102

Mr. Otto Merida
EXECUTIVE DIRECTOR
LATIN CHAMBER OF COMMERCE
P.O. 7534
LAS VEGAS, NEVADA 89125

Mr. Robert B. Stubbs
c/o Boulder Cascade Mobile
Home Park
1601 South Sandhill Road
Las Vegas, Nevada 89104

ERIC COOPER
METRO - Police Department
400 East Stewart Avenue
Las Vegas, Nevada 89101

Jack Doyle
5808 Apple Valley Lane
Las Vegas, Nevada 89108

DENNIS KRUM
BECKER ENTERPRISE
50 South Jones Boulevard
Las Vegas, Nevada 89107

Mr. Jim Sherman
Jones, Jones, Bell, Close & Brown
700 Valley Bank Plaza
300 South Fourth Street
Las Vegas, Nevada 89101

HAROLD P. FORD, PRESIDENT
NEV. PROFESSIONAL LOCKSMITHS
ASSOCIATION, INC.
1201 SOUTH CASINO CENTER
LAS VEGAS, NEVADA 89104

Ted Longley
Longley Construction Co. Inc.
421 West Bonanza Road
Las Vegas, Nevada 89106

NORM CLORE
KDAWN RADIO
P.O. BOX 760
LAS VEGAS, NEVADA 89125

Irene Porter
Southern Nevada Home
Builders Association
P. O. Box 26297
Las Vegas, Nevada 89126

BETTY MENDEZ
OFFICE OF BUDGET
& MANAGEMENT

Barry Becker
50 South Jones, Suite 101
Las Vegas, Nevada 89107

Stan Jones
Stanton Construction
1415 S. Arville, #A
Las Vegas, NV 89109

Jack Kenny
2330 Abarth Street
Las Vegas, Nevada 89122

Hal Ober
R A Homes, Inc.
3430 E. Flamingo #103
Las Vegas, NV 89121

Stephen R. Minagil, Attorney
302 Carson Avenue
Las Vegas, Nevada 89101

Tom Harmon
Desert Construction
4075 W. Desert Inn
Las Vegas, NV 89102

Allen Bruce, Manager
Associated General Contractors CITY COUNCIL MEETINGS - MARCH 7, 1984
3684 South Highland Drive
Las Vegas, Nevada 89103

Ray Wenz
2529 Mendenhall
Las Vegas, NV 89101

Don Chism
Chism Homes, Inc.
4535 W. Sahara
Las Vegas, NV 89102

Rick Vandenberg
Associated Plumbing Contractors
1754 Industrial Road
Las Vegas, Nevada 89102

Terry's Villa
601 S. Maryland Pkwy
Las Vegas, Nevada 89101

Ralph Hillman
Nevada Savings & Loan
P. O. Box 2191
Las Vegas, NV 89101

Charlie Askew
National Electrical Contractors
1933 Western Avenue
Las Vegas, Nevada 89102

Jim McLain
1704 Stonehaven
Las Vegas, Nevada 89108

0358

Max Christiansen
A/C & Sheet Metal Contractors
Association
1937 Western Avenue
Las Vegas, Nevada 89102

Carl Chavez
7575 Schuster Street
Las Vegas, Nevada 89118

Cebert Wilson
817 Dust Avenue
Las Vegas, Nevada 89110

Howard Waters
Action Air Conditioning
1918 S. Highland
Las Vegas, NV 89102

Curtis Sharp
8000 Ginger Tree
Las Vegas, Nevada 89104

Steve Sendlein
Plumbers & Pipefitters #525
55 Lamb Blvd. No.
Las Vegas, Nevada 89110

Ms. Boujikian
4704 Cinderella Lane
Las Vegas, Nevada 89102

George Osley, Jr.
Laborers Local #872
4200 E. Bonanza Road
Las Vegas, Nevada 89110

Larry Ketzenberger
METRO - POLICE DEPT
400 East Stewart Avenue
Las Vegas, Nevada 89101

Las Vegas Board of Realtors
1820 East Sahara Avenue
Las Vegas, Nevada 89104

Lt. Nanief
METRO - POLICE DEPT
400 East Stewart Avenue
Las Vegas, Nevada 89101

AFFIDAVIT OF POSTING
CITY COUNCIL MINUTES - MARCH 7, 1984
(Posting required under the provisions of NRS CHAPTER 241)

0359

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 3rd day of February, 1984, at the hour of 10 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 pm on Monday, February 13, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

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

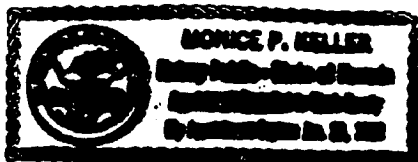
Loretta A. Hall
SIGNATURE

Clerk
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

3rd day of February, 1984

Monice P. Keller
NOTARY PUBLIC in and for said County
and State. My Commission expires: 1/23/88



(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

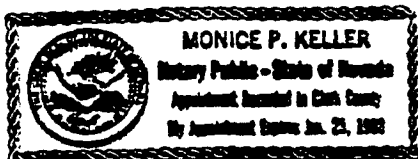
Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 22nd day of February, 1984, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 P.M. on Monday February, 27th, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, of which the attached is a true and correct copy, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE).

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

Subscribed and sworn to before me this

22nd day of February 1984

Monice P. Keller
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 1/23/88



N O T I C E

The following Bill 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 Committee at the hour of 4:00 P.M., Monday, February 27, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 84-7 - ALLOWS R-5 AND R-6 DENSITY DEVELOPMENTS IN C-2 ZONING DISTRICT BY WAY OF SPECIAL USE PERMIT.

Committee: Councilmen Christensen 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 Bill can be obtained through the Office of the City Clerk, Monday through Friday, 8 A.M. to 5 P.M.

AFFIDAVIT OF POSTING

0362

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
COUNTY OF CLARK) ss
CITY OF LAS VEGAS)

Harriet A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 21st day of February, 1984, at the hour of 11:00 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 P.M. on Monday, February 27th, 1984, 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)

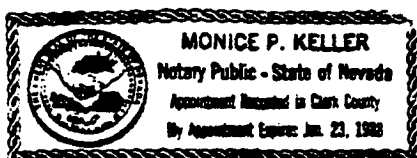
Harriet A. Hall
SIGNATURE

Clerk
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this

22nd day of February, 1984

Monice P. Keller
NOTARY PUBLIC in and for said County
and State. My Commission expires: 12/23/88



City of Las Vegas

CITY COUNCIL MINUTES - MARCH 7, 1984

0363

AGENDA DOCUMENTATION

Date: January 24, 1984

TO:
The City Council

FROM:
Val Steed *Val Steed*
Deputy City Attorney

SUBJECT:

Bill No. 84-4 Amends the Master Plan of Streets & Highways by Reducing the right-of-way width of the west half of Decatur Boulevard between Cheyenne Avenue & Moccasin Road from 60 feet to 50 feet.

PURPOSE/BACKGROUND

This bill would amend the Master Plan of Streets and Highways provided for in LVMC 13.12.030 by reducing the right-of-way width of the west half of Decatur Boulevard between Cheyenne Avenue and Moccasin Road from 60 feet to 50 feet.

This amendment to the Master Plan of Streets and Highways was heard and recommended for approval by the Planning Commission on December 8, 1983, and was subsequently approved by the City Council on January 4, 1984. 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. A.

City of Las Vegas

AGENDA DOCUMENTATION

Date: January 24, 1984

TO:
The City CouncilFROM: *Robert Yeargin*
Robert Yeargin
Deputy City AttorneySUBJECT: Bill No. 84-5 Provides conditions under which citations filed with
court shall be considered lawful complaintsPURPOSE/BACKGROUND

The purpose of Bill No. 84-5 is to conform LVMC §§1.20.030 and 11.08.110 to the new state law concerning the conditions under which a citation may be used and considered as the complaint in a criminal prosecution. The old law provided that citations issued in the field could be filed with the court as complaints only if the information included on them was sworn to before a magistrate or notary public. The 1983 Nevada Legislature provided that citations may also be filed as complaints if the necessary information is attested to upon a "declaration which is made subject to the penalty for perjury." The practical effect of this change is to permit the filing of citations which are not sworn to but contain language to the effect that declarations are made subject to the penalties for perjury, thereby eliminating this need for the availability of a number of notaries public in the Las Vegas Metropolitan Police Department.

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.

Agenda Item

VI. B.

AGENDA*City of Las Vegas*

March 7, 1984

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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)

- C. BILL NO. 84-6 - ESTABLISHES LIMITATION ON GROSS REVENUES TO WHICH UTILITY BUSINESS LICENSE FEE FACTOR APPLIES. (1ST AMENDMENT)
Committee: Councilmen Christensen and Nolen

First Publication: Review-Journal, 2/18/84

Committee Recommendation:

Adoption at 3/7/84 City Council meeting as per First Amendment.

Christensen -
Second Reading and
Bill ADOPTED as per
Second Amendment.
Unanimous

Note: This Bill
will become effective
April 1, 1984.

Clerk to proceed
with second
publication.

Senator Keith
Ashworth appeared
requesting ord-
inance to become
effective 4/1/84.

Thelma Clark
appeared to
represent Mobile
Homeowners League
and Nevada Power
Company commending
Council and Staff
on Bill.

Clerk to proceed
with second
publication.

- 10:40 D. BILL NO. 84-7 - ALLOWS R-5 AND R-6 DENSITY DEVELOPMENTS IN C-2 ZONING DISTRICT BY WAY OF SPECIAL USE PERMIT.
Committee: Councilmen Christensen and Levy

First Publication: Review-Journal, 2/24/84

Committee Recommendation:

Adoption at 3/7/84 City Council meeting.

Levy -
Second Reading and
Bill ADOPTED.
Unanimous

APPROVED AGENDA ITEM

m.p. Core

City of Las Vegas

AGENDA DOCUMENTATION

Date: January 27, 1984

TO: The City Council

FROM: *Shirley P. O'Neil*
CITY ATTORNEY

SUBJECT: Bill No. B4-6 -- Establishes limitation on gross revenues to which utility business license fee factor applies

PURPOSE/BACKGROUND

Since June 1, 1968, the City of Las Vegas has imposed on the various public utilities which provide utility services within the corporate boundaries of the City a business license fee (frequently improperly referred to as the "Utility Franchise Tax" -- none of the City franchises impose any franchise fee on the utilities) equal to five percent of the total operating revenues which the respective utilities derive from the provision of their services within the City. Rather than requiring the utility companies to include the amount of their business license fees in the rates which they charge to their customers, the Nevada Public Service Commission has permitted the utility companies to pass their business license fees on to their customers by way of surcharges on the customers' billings. Because this surcharge is shown as a separate item on the bills of the customers, it is the widespread belief that the City is imposing a direct tax on the utility customers, and, in recent years, the City has been the target of criticism for so doing. In truth and in fact, however, the so called "Utility Franchise Tax" is nothing more than a standard business license fee which is similar in nature to the business license fee which is paid by every other profit making enterprise which does business within the City and is a significant source of revenue for the City.

However, because of the frequency with which some of the utility companies request and are granted rate increases, it appears that this source of revenue may have become "a little too significant" and constitutes a disproportionate amount of the City's overall revenues at the expense of the rate payers of those utility companies. Councilman Christensen has therefore requested this office to prepare an ordinance which will amend the Public Utility Business License Fee Ordinance to prevent the City from deriving additional revenues as a result of rate increases which are granted by the Nevada Public Service Commission to the various utility companies.

Bill No. 84-6, if it is adopted, will accomplish this objective by providing that henceforth the business license fee to be paid by the various utility companies will be based upon the rates which were in effect for the respective utility companies on December 31, 1983. In this manner, the City will not derive any additional revenues by virtue of increases in rates, but will still derive increases in revenues as a result of increases in the number of customers of the utility companies. Bill No. B4-6 also clarifies the intent of the original ordinance that "late charges" should not be considered in computing the total operating revenues upon which the business license fees are based.

FISCAL IMPACT

The adoption of this ordinance will limit the revenues which the City derives from the public utility business license fees to the revenues which it derived from this source during 1983 plus an amount equal to five percent of the total operating revenues of the utility companies which is attributable to the increase in the number of their customers.

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. C.

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 9, 1984

TO:
The City CouncilFROM:
Val Steed *Val Steed*
Deputy City AttorneySUBJECT:

Bill No. 84-7 Allows R-5-density and R-6-density residential developments in the C-2 Zoning District by way of special use permit

PURPOSE/BACKGROUND

Bill No. 84-7, if it is adopted, will require a use permit for high-density residential developments in the C-2 zoning district in areas other than the downtown area. Under present zoning regulations, the only types of residential developments allowed in the C-2 zoning district are high-density (R-5 and R-6) residential developments, but they are permitted in that district as a matter of right. However, since R-5 and R-6 densities are compatible primarily with the downtown commercial area, those densities in C-2 areas outside the downtown area may or may not be compatible with the surrounding neighborhood, and requiring use permits therefor would seem to be appropriate.

Bill No. 84-7 continues to allow R-5 and R-6 densities in the C-2 zone within the Central Business District as a matter of right.

FISCAL IMPACT

NONE

RECOMMENDATIONS

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

DISPOSITION

Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item

VI b

AGENDA*City of Las Vegas*

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

Page 30
March 7, 1984

ITEM	Council Action	Department Action
VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE		
A. Bill No. 84-8 -- Amends the procedures relating to appeals from decisions by the Board of Zoning Adjustment on certain variance applications. Sponsored by: Councilman Ron Lurie	First Reading and Referred - Lurie and Levy	3/19/84 Agenda Recommending Committee Meeting
B. Bill No. 84-9 -- Annexation A-5-84(A) Property Located: Southwest Corner of Vegas Drive and Tenaya Way Petitioned by: Steven S. Miller, Inc. Acreage: Approximately 15.05 acres Zoned: R-E (County Classification) N-U (City Equivalent) Sponsored by: Councilman Ron Lurie	First Reading and Referred - Lurie and Levy	3/19/84 Agenda Recommending Committee Meeting
C. Bill No. 84-10 -- Annexation No. A-6-84(A) Property Located: South of Sahara Avenue and west of Durango Drive Petitioned by: West Sahara Investment Co. Acreage: Approximately 1,304 acres Zoned: R-E (County Classification) N-U (City Equivalent) Sponsored by: Councilman Ron Lurie	First Reading and Referred - Lurie and Levy	3/19/84 Agenda Recommending Committee Meeting

MORNING SESSION RECESSED AT 11:40 A.M.

AGENDA*City of Las Vegas*

March 7, 1984

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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

- A. VAC-1-84 - Petition of Vacation submitted by GERTHIE L. POLK to vacate "E" Street, a 70' right-of-way between Owens Avenue on the north and Harrison Avenue on the south.

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

Levy -
APPROVED as recommended by Planning Commission and Staff.
Unanimous

Clerk to notify and Planning to proceed.

Charles Couyette appeared and represented Gerthie L. Polk.

No one appeared in favor or opposition.

APPROVED AGENDA ITEM

mp Core

To: The City Council
Re: Public Hearing Agenda Item
March 7, 1984 City Council Agenda

IX.

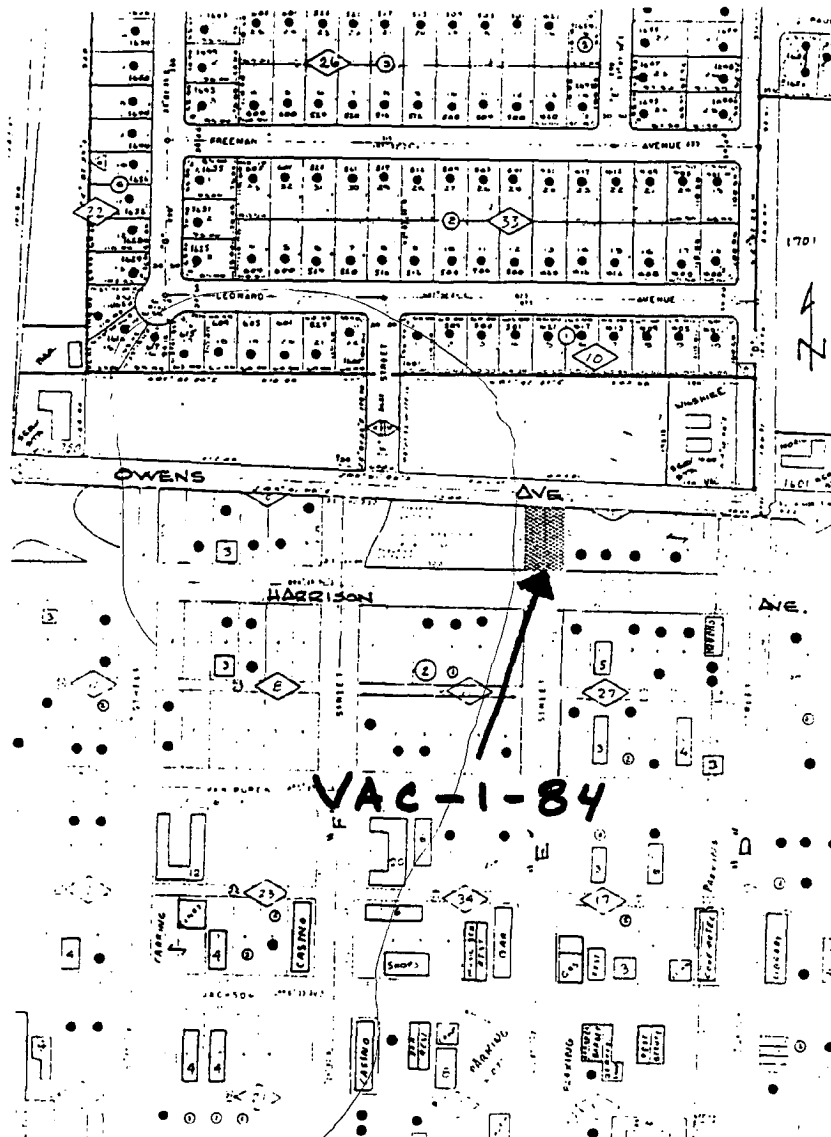
A. VACATION - VAC-1-84 - GERTHIE L. POLK

The request is to vacate the portion of "E" Street that exists between Owens Avenue and Harrison Avenue. This segment of "E" Street is approximately 110' long between Owens and Harrison which are one-way streets. "E" Street is presently unimproved and it will not extend north of Owens Avenue. There is no particular need to have a street at this location and it would be desirable to vacate it to facilitate traffic flow on Owens and Harrison.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



NOTICE

NOTICE IS HEREBY GIVEN that a petition has been filed with the Clerk of the City Council of the City of Las Vegas, Nevada, asking for the vacation of certain real property 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:

"E" Street, a 70' right-of-way, between
Owens Avenue on the north and Harrison
Avenue on the south

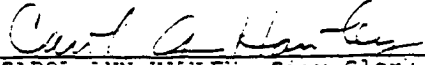
SUBJECT TO

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 7th day of March, 1984, 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 15th day of February, 1984.


CAROL ANN HAWLEY, City Clerk

To: The City Council
 Re: Public Hearing Agenda Item
 March 7, 1984 City Council Agenda

IX.

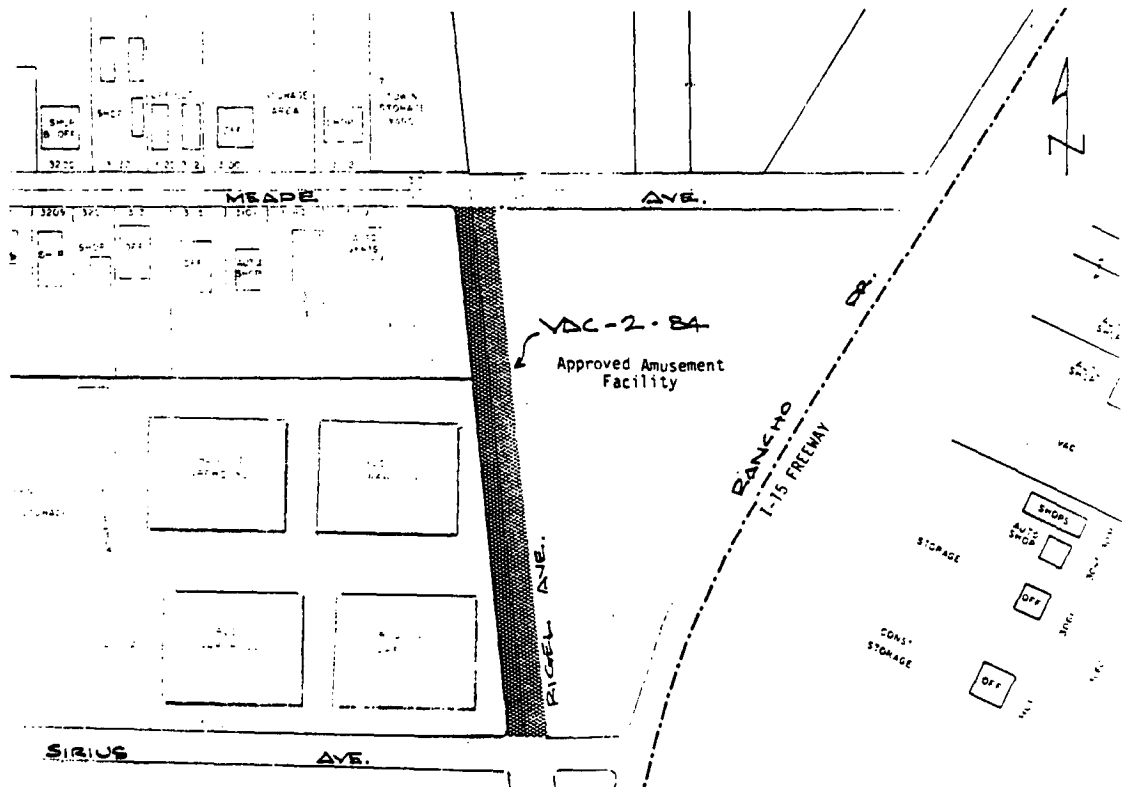
B. VACATION - VAC-2-84 - HELEN E. DOYLE, ET AL

The request is to vacate Rigel Avenue, which is a 70' wide unimproved right-of-way that extends between Meade and Sirius Avenues. There is substantial industrial development existing to the west and a proposed amusement development has been approved to the east which consists of miniature golf, water slides, etc. that will front on Rancho Drive. Originally, 80' of right-of-way existed on Rigel Avenue and the west 10' was vacated last year with the intent being that 10' could be vacated off the east and west sides and a 60' right-of-way would be retained. The property owner to the east, where the amusement center is proposed, is now requesting a vacation of this entire right-of-way because their property fronts on Rancho Drive and this right-of-way is not needed for their development. Further, they would have to improve it when the amusement facility is developed. The Fire Department objects to vacating all of this street because there are hydrant locations to the west in the industrial development and the Metropolitan Police Department feels the street should be retained to increase visibility and access in patrolling the industrial area. Staff feels that only the easterly 10' should be vacated as approved on the west side of the street and this would allow industrial traffic to circulate between Meade and Sirius without having to use Rancho Drive to the east that would be in front of the amusement facility. Also, it is felt the right-of-way is needed to satisfy Fire Services and Metro's needs as indicated above.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to amending the request to the east 10' only of Rigel Avenue.

STAFF RECOMMENDATION: APPROVAL - For only the east 10' of Rigel Avenue.

PROTESTS: 0



AGENDA*City of Las Vegas*

March 7, 1984

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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)

- B. VAC-2-84 - Petition of Vacation submitted by HELEN E. DOYLE, ET AL to vacate a portion of Rigel Avenue, a 70' wide right-of-way generally located between Sirius Avenue and Meade Avenue.

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. This petition be amended to vacate only the east 10' of Rigel Avenue.
2. 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 as recommended by Planning Commission and Staff.
Unanimous

Clerk to notify and Planning to proceed.

Todd Graham appeared and represented applicant.

No one appeared in favor or opposition.

APPROVED AGENDA ITEM

mp Core

NOTICE

NOTICE IS HEREBY GIVEN that a petition has been filed with the Clerk of the City Council of the City of Las Vegas, Nevada, asking for the vacation of certain real property 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:

A portion of Rigel Avenue, a 70' wide right-of-way generally located between Sirius Avenue and Meade Avenue

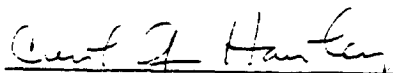
SUBJECT TO

1. This petition be amended to vacate only the east 10' of Rigel Avenue;
2. 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;
3. Satisfaction of the requirements of the various utility companies;
4. Conformance to code requirements and design standards of all City departments;
5. Vacation shall not be recorded until all of the above conditions have been met.

A PUBLIC HEARING on said petition and recommendation of the Planning Commission will be held on the 7th day of March, 1984, 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 15th day of February, 1984.


CAROL ANN HAWLEY, City Clerk

AGENDA

City of Las Vegas

March 7, 1984

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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)

2:05

- C. V-7-84 - REVIEW requested by the City Council of the action of the Board of Zoning Adjustment in APPROVING the application of JANET C. BALIOTIS for a variance to allow an existing mobile home to continue to be used as a manager's living quarters where mobile homes are not permitted, and to allow the continuation of a process serving business within the mobile home, where business uses are not permitted, on property located at 716 North "C" Street in Zoning District R-4 (Apartment Residence).

Board of Zoning Adjustment unanimously recommends APPROVAL, subject to the following conditions:

1. Dedicate a 20' property line radius at the intersection of "C" Street and McWilliams Avenue.
2. Enter into an Assessment District Agreement for alley paving as required by the Department of Engineering Services.
3. This approval shall be limited to a two-year time limit which shall expire January 26, 1986.

Staff Recommendation: APPROVAL

PROTESTS: 1

Nolen -
APPROVED Variance
as recommended by
Board of Zoning
Adjustment, subject
to conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

Janet C. Baliotis,
716 North "C" St.,
appeared.

No one appeared
in opposition.

APPROVED AGENDA ITEM

mp Corl

To: The City Council
 Re: Public Hearing Agenda Item
 March 7, 1984 City Council Agenda

IX.

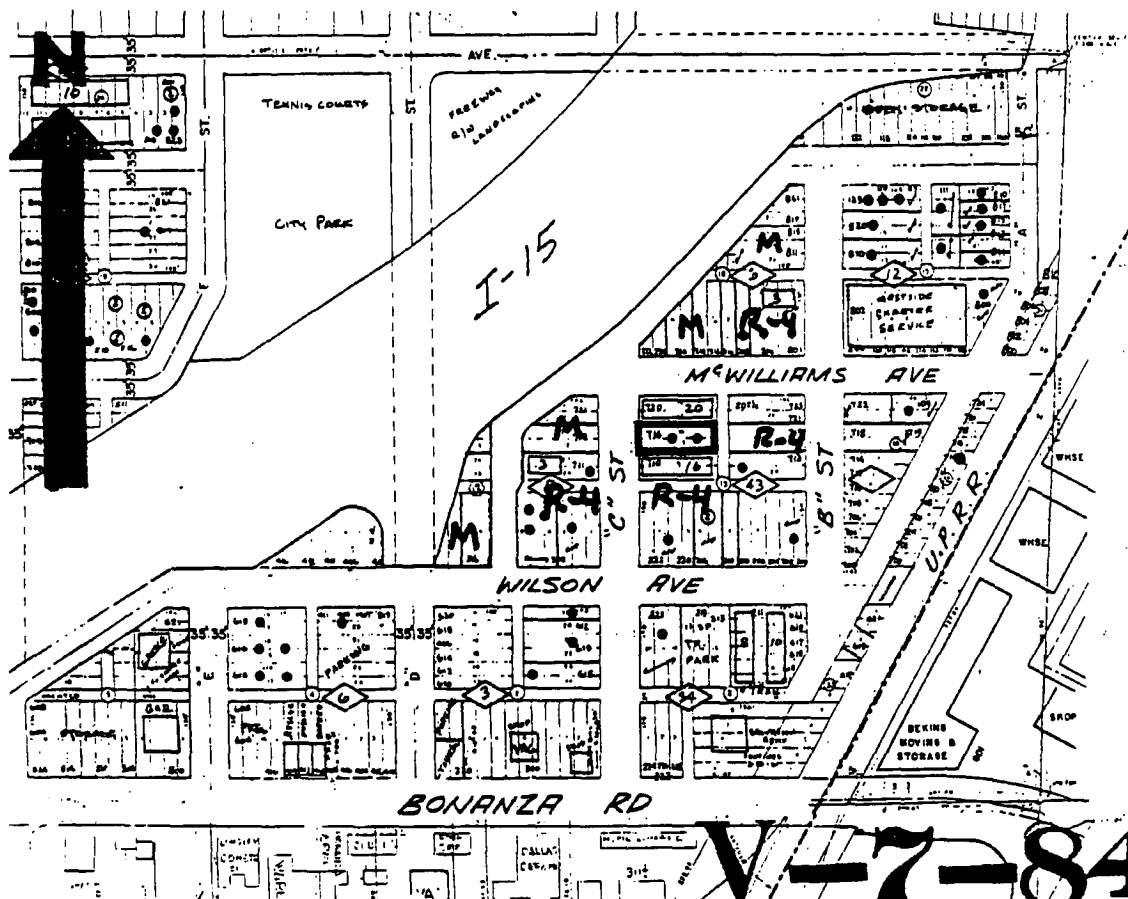
C. VARIANCE - V-7-84 - REVIEW REQUESTED BY THE CITY COUNCIL OF THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF JANET C. BALIOTIS

This is a review requested by Councilman Nolen on the variance approval by the Board of Zoning Adjustment to allow an existing mobile home to continue to be used as a manager's living quarters where mobile homes are not permitted and to allow continuation of a process serving business in the mobile home where business uses are not permitted at 716 N. "C" Street in an R-4 zone. A variance was approved for five years in 1976 for a mobile home to be used as a residence for the applicant to care for the existing apartments on the property and then in 1981 a variance was approved for two years to allow a process serving business to be conducted by the applicant out of the mobile home. The time periods for both uses expired and this new variance is to allow approval of both uses again on a permanent basis. The BZA approved both uses but only for a two-year period.

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL - Subject to a two-year time limit.

STAFF RECOMMENDATION: APPROVAL - Because the area is transitioning to industrial use and with a two-year time limit.

PROTESTS: 1 - Letter

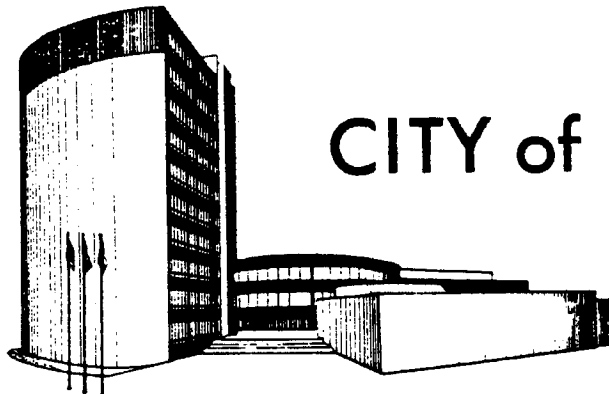


MAYOR BILL BRIARE

COUNCILMEN
RON LURIE
PAUL J. CHRISTENSEN
AL LEVY
BOB NOLEN

CITY ATTORNEY
GEORGE F. OGILVIE

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

MARCH 7, 1984

NOTICE IS HEREBY GIVEN THAT on Wednesday, March 7, 1984, at the hour of 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following:

V-7-84

REVIEW requested by the City Council of the action of the Board of Zoning Adjustment in APPROVING the application of JANET C. BALIOTIS for a variance to allow an existing mobile home to continue to be used as a manager's living quarters where mobile homes are not permitted, and to allow the continuation of a process serving business within the mobile home, where business uses are not permitted, on property located at 716 North "C" Street in Zoning District R-4 (Apartment Residence).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS LOTS 13 THROUGH 18, BLOCK 13, ORIGINAL LAS VEGAS TOWNSITE.

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.

Carol A. Hawley
CAROL ANN HAWLEY
CITY CLERK



AGENDA

City of Las Vegas

March 7, 1984

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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)

- 2:06 to 2:20
- D. U-3-84 - APPEAL filed by Steven Haldeman to the action of the Board of Zoning Adjustment in APPROVING the application of WATKINS DEVELOPMENT COMPANY for a use permit to allow a self-service gas station in conjunction with a convenience market and to construct apartments on property generally located on the south-east corner of Silverstream Avenue and Lorenzi Boulevard in Zoning District C-1 (Limited Commercial).

Board of Zoning Adjustment unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the plot plan and elevations amended to provide a 4' decorative wall along Silverstream Avenue set back 5' for landscaping and provision of a 6' block wall along the north and west property lines.
2. Installation of sidewalks on Silverstream Avenue as required by the Department of Engineering Services.
3. This approval shall be limited to a one-year period of time and it shall expire if not under development.

Staff Recommendation: APPROVAL

PROTESTS: 6

APPROVED AGENDA ITEM

m.p. Coe

Lurie -
Appeal DENIED
(Approving U-3-84),
subject to the
following condi-
tions:

(Letter dated
2/15/84 from Bob
O'Neil, MHP Realty
& Management to
Steve Haldeman)

1. The boundary on
Silverstream, bor-
dering between the
proposed project
and the homeowners,
be landscaped in
such a way to pro-
vide a sound and
visual obstruction
from the apartment
project.

2. The property be
re-zoned and limited
for apartment use
only, excluding the
convenience store
area.

3. The proposed tennis courts be relo-
cated away from the east wall far
enough to insure that the condominium
residents are not bothered by noise or
lights late at night.

4. Steve Haldeman be involved in final
site plan approval with the City Council
prior to issuing the building permit.

5. Traffic Eng. is to work with Develop-
to resolve traffic problem on Silver-
stream Avenue and Lorenzi Blvd.

Unanimous

Clerk to notify.

Steven Haldeman,
6656 Silverstream,
appeared.

Donald Johnson,
6648 Silverstream,
appeared regarding
traffic flow.

Archie E. Dishman,
J. L. Watson Co.,
appeared and
represented
application
presented at
Board of Zoning
Adjustment meeting

To: The City Council
Re: Public Hearing Agenda Item
March 7, 1984 City Council Agenda

IX.

- D. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1 (LIMITED COMMERCIAL) - U-3-84 & U-76-81

This application was approved at your February 1, 1984 City Council meeting when it was transmitted to you for final decision because the Council denied a similar request in 1982. After the February 1st meeting an appeal was filed within the prescribed time period by a resident, Steve Haldeman, and upon reviewing it with the City Attorney's Office, it was concluded this new hearing should be conducted because the ordinance was unclear on this situation. The City Attorney's Office is initiating an ordinance amendment to clarify the procedure so this will not occur in the future.

The appeal is on the variance approval by the Board of Zoning Adjustment to allow gasoline sales in connection with a proposed convenience store and to allow 72 apartment units in the C-1 zone. Also, in conjunction with this application is a plot plan review on U-76-81 that alters the arrangement of the buildings approved in 1982 for 280 apartment units on the adjoining C-1 zoned parcel to the south. The applicant is proposing to combine these two parcels into a 336 unit apartment project that would be developed in two phases. The parcel to the south, where 280 units have been approved, would only have 264 units and the site involved in this use permit would have the remaining 72 units. The density on each parcel would be at approximately 25 units per acre. This new application is for 26 less apartments on this overall site than requested in the past. The property is presently zoned C-1 and the only access to it is off Silverstream because access is prohibited along the west adjacent to the Oran K. Gragson Highway. The proposed developer, J. L. Watson Company, Inc., who intends to purchase these two parcels from the applicant if this Use Permit is approved, has met with the residents in the area and is agreeable to several of their requests to modify the site plan. These modifications consist of relocating the tennis courts from the southeasterly part of the development to the interior of the property and providing a landscaped berm in front of the parking lot along Silverstream. There are two entrances to this development and Mr. Haldeman indicated he would prefer only one entrance at the north end away from the homes on Silverstream, however, staff has advised this would be an insufficient amount of access for the size of this project.

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL

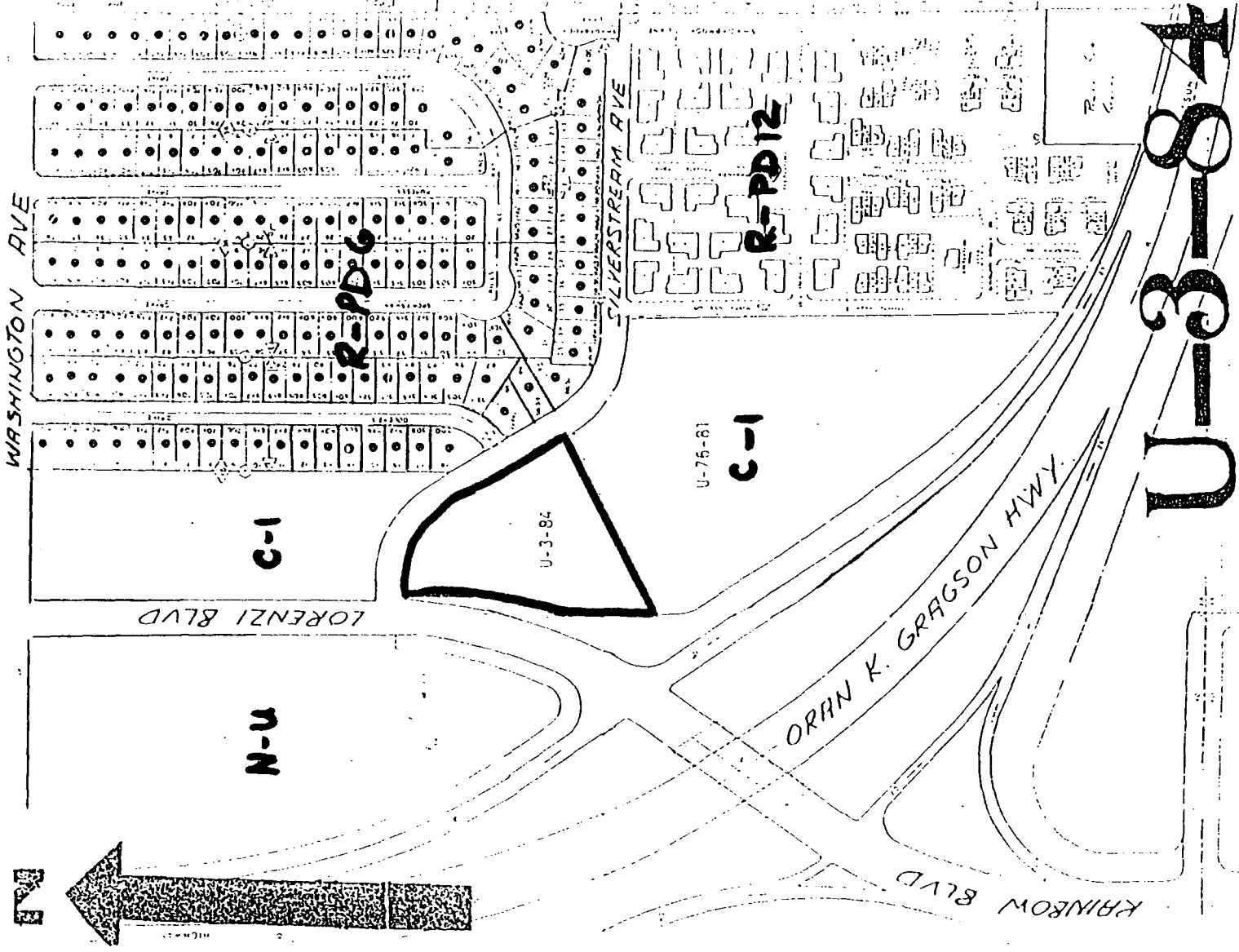
STAFF RECOMMENDATION: APPROVAL

PROTESTS: 6 - 1 Person spoke at BZA meeting
2 Persons in audience at BZA meeting
3 Letters

FEBRUARY 1, 1984 CITY COUNCIL ACTION: Approved as recommended by Board of Zoning Adjustment and staff, subject to the conditions and an aesthetic review. Motion made by Councilman Levy; unanimous vote. No one appeared in protest at this meeting.

SEE ATTACHED LOCATION MAP

D. LOCATION MAP - U-3-84 & U-76-81



EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 2:00 P.M. - PAGE 1
IX. PUBLIC HEARINGS. ITEM D. U-3-84. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1.

MAYOR BRIARE: The next is a Public Hearing on an appeal filed by Steven Haldeman to the action of the Board of Zoning Adjustment in approving the application of Watkins Development Company. The Board of Zoning Adjustment recommended approval. Staff recommendation was for approval. There were six protests. Mr. Foster.

HAROLD FOSTER: Yes, again, because an appeal was filed previously. It was before you taken directly from the Board of Zoning Adjustment because the Council had taken a previous position on this property. The request is for a 336 apartment project overall, incorporating the plot plan review as well as the 72 units on the use permit involved in this request and the gasoline sales in connection with a convenience store at the corner of Lorenzi and Silverstream. The site plan has been changed slightly from the one that was approved at your February 1 meeting. The applicant has gotten together with the property owners in the area. The approved plot plan had a tennis court at this location. The residents in the Las Brisas development would rather have it on the interior. They relocated it to the center portion and have the units about 15 feet from the east property line which satisfied their request. Also, they wanted a landscaped strip along Silverstream in front of the parking lot and that has been provided. So it's before you on an appeal with the Board recommending approval, subject to these three listed conditions.

COUNCILMAN LURIE: Harold, what I would like to know from Mr. Foster was included in that recommendation the conditions that were agreed to by the management company, Realty Management, in the letter that was sent to Mr. Haldeman?

HAROLD FOSTER: Yes. This plan essentially incorporates those changes.

COUNCILMAN LURIE: Okay.

MAYOR BRIARE: Mr. Haldeman, did you want to make any comment to us today?

STEVEN HALDEMAN: Yes. I'm Steve Haldeman from 6656 Silverstream. I tried to get around and show these plans they gave me this week to several neighbors and they did make several changes on our request. None of us are real happy, but it's apartments we are more pleased with these than we've had in the past. As I showed it to the neighborhood, I just wanted to let you know that they are still quite concerned about having a convenience store on the corner with gas, being it's a residential street. I didn't get to meet him last week where another plan was discussed for right across the street of Lorenzi where a commercial development is going to be. I'm concerned how congested that corner is going to be; it worries me. The apartments I'm semi-satisfied with now, but I'm worried

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 2:00 P.M. - PAGE 2

IX. PUBLIC HEARINGS. ITEM D. U-3-84. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1.

STEVEN HALDEMAN: about that corner. I know there's only two freeway accesses to that end of town, it's Jones and Rainbow, and Jones is a mess because of all the stuff that they've got junked around that corner. I don't know what's going to happen at this intersection. I hope as you've improved these things you've kept in mind the access to the freeway, I don't know.

COUNCILMAN LEVY: Mr. Haldeman, that property is zoned commercial and I think you've got a great package coming this time. I wouldn't protest too hard. They can build what they're showing and they have to build what they're showing; I'd swing with that, compared to the choices we had the last few years.

STEVEN HALDEMAN: That's what I'm saying. I'm in basic agreement with what they're doing. I'm here to represent the neighborhood. The concerns they had to me was that -- because I know there's another piece of land right now being zoned commercial for a development and you're going to have that corner a mess just like you have down on Jones, if you don't watch those other developments which you allow in there. I just hope you'll keep that in mind. I know this is going to pass so I'm not here to say anything except for I hope you'll keep down that corner so we don't get such a congested mess there like we had down at Jones. I have one neighbor that said he is very concerned about the entrance and exits and he may want to make a comment today other than just what I said.

MAYOR BRIARE: Is there anyone else that wanted to comment on this application?

STEVEN HALDEMAN: I have one more thing I'd like to say. In discussing with them, I have asked that I be allowed, I'm not sure the technicalities of it, but there's apparently a final plot plan review after this is all approved just with staff, or something, I don't know, to make sure we kind of agree to the landscaping and stuff they've done across the front.

MAYOR BRIARE: Mr. Foster, is that correct? Will there be a plot plan review be brought back before us?

HAROLD FOSTER: When it was approved the last time, it was subject to the elevations being approved. They have submitted the elevations now and would like that approval at this time if the plan is approved.

STEVEN HALDEMAN: So there's no more. They indicated to me that there is a time they go in and show the actual details of the landscaping and so forth so we can feel that we're properly buffered.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 2:00 P.M. - PAGE 3

IX. PUBLIC HEARINGS. ITEM D. U-3-84. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1.

HAROLD FOSTER: Staff will make sure the landscaping is in accordance with what we talked about here and what's shown on the plan when they come in for the permit, if it's approved.

COUNCILMAN NOLEN: I thought we put an aesthetic review on that.

COUNCILMAN LEVY: That's what they're showing us today.

COUNCILMAN NOLEN: I thought it was elevations and aesthetics.

COUNCILMAN LURIE: Basically, what's planned right there is what's going to be built.

STEVEN HALDEMAN: I'm talking about, for instance, on the front I would hope that -- right across from my house is a parking lot and I would hope that they'd either berm it or put something so I don't look into the cars in the parking lot, and so forth.

COUNCILMAN CHRISTENSEN: It's staff's responsibility to make sure those things conform to what they've shown there and that goes before the staff on the building permits, and so forth. They have to get that.

STEVEN HALDEMAN: Typical idle promises they made to me when I agreed to withdraw the permit before that I would see the actual details of what it's going to be like. That's not very detailed for -- but I have confidence in staff that they'll make sure -- they agreed that they'd buffer from the sound and noise of the apartments.

COUNCILMAN CHRISTENSEN: I'm sure they will on this one, probably more than a lot.

STEVEN HALDEMAN: I'd also like to ask that--I don't know -- you see, there's no details on the convenience store that'll come up. I would hope it would be landscaped and nicer than the average Stop 'N Go that I've seen in the neighborhood, since this is a residential corner. I don't know if there's anything I can do to -- those plans aren't here and I don't know if they're --

COUNCILMAN LURIE: It's right there, Steve. That's what they're going to build with that landscaping. The green area is all going to be green.

COUNCILMAN CHRISTENSEN: Besides, that's not a residential corner.

IX. PUBLIC HEARINGS. ITEM D. U-3-84. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1.

COUNCILMAN LEVY: No, it's commercial.

COUNCILMAN
CHRISTENSEN: That's a commercial corner that's across the street from another commercial corner.

COUNCILMAN LEVY: That's what he was talking about.

STEVEN HALDEMAN: But have you been there recently? It's a residential street, except for that. They're building apartments, which makes it all residential now. I'd hope that they'd make it -- these are the promises they made to me when I promised to withdraw my protest and all of a sudden, these things don't seem to exist.

COUNCILMAN LEVY: But you didn't withdraw your protest.

STEVEN HALDEMAN: Well, I did, but you guys, the City Attorney wouldn't allow it. Those are my comments. I might also say this will be in the minutes. It was passed on to me through, I think, Carol that the developer would agree to come in as soon as he got title and rezone the part that he's not developing yet R-3. I hope he'll follow through on that.

COUNCILMAN LEVY: We expect to follow that plan right there, sir.

MAYOR BRIARE: Thank you, Mr. Haldeman. Do you wish to address us, sir? Give us your name, please, and your home address for the record.

DONALD JOHNSON: I'm Donald Johnson, 6648 Silverstream. I haven't had a chance to see the final plans yet, but I was made aware that there would be two exists on Silverstream in front of my house. At the time, at the present time, with that being a vacant lot across the street, I still have to, as do the neighbors on both sides, face my car out of the driveway because of the dangers of the traffic coming along Silverstream because of the way Silverstream winds around -- it's designed. I guess I'm concerned about the increase in traffic flow there at the entrance and exits. I've seen, in the three years I've lived there, I've seen two dogs get killed, you know, I've seen a couple of kids around in that street and almost get hurt. What considerations were taken to prevent that with the obvious increase in traffic flow that's going to occur. I won't deny these people the right to build commercial property on something that's zoned for commercial property. I'm concerned about that.

COUNCILMAN LEVY: It is zoned commercial. We've had plenty a war --

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 2:00 P.M. - PAGE 5

IX. PUBLIC HEARINGS. ITEM D. U-3-84. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1.

COUNCILMAN LURIE:

What's going to have to be put on that street is some type of a caution light for cars that are going to be traveling on that street and making that curve because that is a very sharp curve and I believe it's only a 50-foot street, or maybe a 40-foot street. When you have cars parked on both sides it makes it very narrow coming around and we're going to have to review that or possibly want to add that as a condition that the developer is going to put a caution light on that curve where the traffic is going to be coming around.

DONALD JOHNSON:

Well, Ron, I know you live up in that area and you're aware of that and that's my concern.

COUNCILMAN
CHRISTENSEN:

The bottom line, I think, of what you're talking about is that that situation exists because of the curvature of that street. No matter what you build across the street it's not going to change until -- if you have homes across the street, it would be no difference, so the fact that this type of development is really not material to the traffic, it's the way the street's built. What we should do is we should guard against that kind of thing in the future with any subdivisions that we allow, or plot plans, or whatever, where they allow those kinds of streets because I share this gentleman's concern. Unfortunately, there's no way you can plan this piece of property to eliminate that problem, unless you declare that this property shall forever remain vacant, and that won't even clear it up because the people on his own side of the street will still come around the corner and still blind. It's just a question of how many cars come by.

DONALD JOHNSON:

True.

COUNCILMAN
CHRISTENSEN:

I think we've got to guard against that, and like Councilman Lurie says, we've got to try and figure out something to control that traffic because of the way the street's made primarily. It'll always be that way because of the way that street's made and it's unfortunate, but you're right.

DONALD JOHNSON:

I go along with Steve. I think that, you know, the development is -- given all the war that has gone on in the past couple of years about this, or longer, is the best of compromises for the homeowners and the developers, but I'm concerned about the increased flow of traffic and what we can do about that.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 2:00 P.M. - PAGE 6

IX. PUBLIC HEARINGS. ITEM D. U-3-84. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1.

- MAYOR BRIARE: Thank you, Mr. Johnson. Was there anyone else? Then this public hearing is closed and the Council has before it the appeal of Mr. Haldeman.
- COUNCILMAN LURIE: Mayor, I'd like to move for approval, subject to the conditions and I'd like to add another condition. Well, deny the appeal, but the conditions that were agreed upon by the Realty Management be included in the plan and also I want to add one condition that the developer be required to put a caution light at that curve.
- MAYOR BRIARE: Is the developer's representative here? Now, that has become a condition on the possible action of denying the appeal and allowing it to go forth with these recommendations. Is that agreeable with you?
- ARCHIE E. DISHMAN: Yes, sir, I think it is. Frankly, I'm not overjoyed about solving the City's engineering and traffic problems, but I'm perfectly willing to go along with that on advice of the Council and on advice of the staff and the Traffic Engineering, if you'll tell us what you want us to do and we'll try to do our best to comply and solve a problem that --
- COUNCILMAN LEVY: I think that because of the amount of people that you're putting in that small parcel of the land, it's your problem.
- COUNCILMAN LURIE: We will have staff work with you and it's not a great expense to put one of those lights in.
- HAROLD FOSTER: This includes the elevations also?
- MAYOR BRIARE: Yes, they're part of the application or part of the -- Any other comments by anyone? We have a motion to deny the appeal, subject -- however, to added conditions to the application, including a caution sign.
- COUNCILMAN LEVY: Wait a minute. I think you're making a motion to deny the appeal, but you're putting some more -- I think -- I'd have to ask our attorney on that one. You're denying the appeal.
- COUNCILMAN LURIE: The appeal was going to be withdrawn, subject to the conditions that were agreed upon.
- COUNCILMAN CHRISTENSEN: What have we got, a new attorney?
- DEP. CITY ATTORNEY JAN STEWART: Yes, I think you can impose another condition as a part of this.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 2:00 P.M. - PAGE 7

IX. PUBLIC HEARINGS. ITEM D. U-3-84. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1.

- COUNCILMAN NOLEN: He's agreed to it anyway. He's certainly not going to come up here and back out on it.
- MAYOR BRIARE: Would you prefer a motion worded a little differently, Mr. Stewart, that perhaps we allow the withdrawal of the appeal? However, we take this opportunity while it's before us to add some other conditions, rather than deny the appeal.
- COUNCILMAN CHRISTENSEN: I've got one question about this light. I support the fact that we could have a problem on that curve, but we have traffic engineers and so forth and I'm not sure that for us to sit up here and decide that a flashing light is really the answer. We've bypassed our whole staff in that. Shouldn't we get some input from staff on what's required or what might make the difference, and so forth, there because, you know, I'm not sure the flashing light will be anything but a flashing light.
- COUNCILMAN LURIE: I think staff will have the input with the developer on what type of lighting --
- COUNCILMAN CHRISTENSEN: If we determine the flashing light on the curve, then we just took away all of staff input.
- COUNCILMAN LURIE: I don't think they're going to recommend a signal. The flashing light would be similar to what we put in at Oakey --
- COUNCILMAN CHRISTENSEN: What if they came up and said that the flashing light isn't going to help you one iota there? Are you still going to make the guy put in a flashing light? I'm being serious. I know it sounds humorous, but I'm being serious. You see, as I look at this, and I'm no traffic engineer, as I look at this, with the two entrances on there, and I don't know where this gentleman's house is, but he says it's across from one of those entrances, so it's got to be right off the heel of that, right in the U-76-81 area or it has to be clear up right next to the C-1, it's got to be one place or another. In those two locations, as he comes out of his driveway, he's looking at the other side of the curve so he can see the traffic coming one direction and the other direction he can see as far as the entrance is in that direction, so where's the blind spot.
- COUNCILMAN LURIE: I think you ought to go take a look at it because there's a couple of blind spots up there.

EXCERPT - CITY COUNCIL MEETING - MARCH 7, 1984 - 2:00 P.M. - PAGE 8
IX. PUBLIC HEARINGS. ITEM D. U-3-84. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1.

COUNCILMAN
CHRISTENSEN:

Well, that's exactly what I'm saying. I think the Traffic Department should take a look at it and work with this gentleman. I think he's agreed to help that traffic situation, but I don't think we should tie him down to a flashing yellow light because that may not be the answer to it.

MAYOR BRIARE:

Do you want to stick with your original motion or do you Councilman want to propose an amendment that --

COUNCILMAN LURIE:

You've got to work with us whatever way we want to go on putting in some type of protection for the people living in your project and the neighbors in the area.

ARCHIE E. DISHMAN:

Absolutely, Councilman. Our driveway entrances were replanned at the suggestion of your Traffic Engineering Department.

COUNCILMAN LURIE:

Then one of the conditions then is to refer that item back to Parking and Traffic and let them come back with a recommendation to work with us on putting in a light there.

COUNCILMAN
CHRISTENSEN:

I think we should leave the flexibility with our experts and their people to determine what's going to do the job best, rather than have us try and determine it here.

COUNCILMAN LURIE:

The only determination is where you put it. It's still going to be a flashing caution light coming around that curve. However you want to word it is okay with me.

COUNCILMAN
CHRISTENSEN:

Your motion is firm with a flashing yellow light and it's just a question of where we're going to put it?

COUNCILMAN LURIE:

No, I withdrew that. We're going to do the motion to deny the appeal, subject -- and we're going to add those conditions that were agreed upon by the company and that the Traffic Engineer work with the developer through staff to come up with a solution to the traffic problem on that curve. If it means putting in a flashing light or a traffic light, then you'll participate in it.

MAYOR BRIARE:

Or should it be to allow the appeal to be withdrawn, Jan?

DEP. CITY ATTORNEY
JAN STEWART:

I don't think it makes much difference. You can do it either way.

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IX. PUBLIC HEARINGS. ITEM D. U-3-84. APPEAL FILED BY STEVEN HALDEMAN TO THE ACTION OF THE BOARD OF ZONING ADJUSTMENT IN APPROVING THE APPLICATION OF WATKINS DEVELOPMENT COMPANY FOR A USE PERMIT TO ALLOW A SELF-SERVICE GAS STATION IN CONJUNCTION WITH A CONVENIENCE MARKET AND TO CONSTRUCT APARTMENTS ON PROPERTY GENERALLY LOCATED ON THE SOUTHEAST CORNER OF SILVERSTREAM AVENUE AND LORENZI BOULEVARD IN ZONING DISTRICT C-1.

MAYOR BRIARE:

Comments on the motion? Cast your votes. Post. Motion is approved. We all understand. Do you understand? Do the gentlemen here understand. Do the rest of the ladies and gentlemen understand? We're in good shape. Bob, do you understand out there? Good.

MHP
REALTY &
MANAGEMENT

February 15, 1984

Mr. Steve Haldeman
Rogers & Haldeman
1100 East Sahara
Suite 106
Las Vegas, NV

RE: Appeal of use permit U3-84

Dear Steve:

Per our phone conversation of this morning, you are ready to withdraw your appeal to the above referenced use permit, if the following conditions are agreed to by Mr. J.L. Wation:

- The boundary on Silverstream, bordering between the proposed project and the homeowners, be landscaped in such a way to provide a sound and visual obstruction from the apartment project.
- The property be re-zoned and limited for apartment use only, excluding the convenience store area.
- The proposed tennis courts be relocated away from the east wall far enough to insure that the condominium residents are not bothered by noise or lights late at night
- That you be involved in the final site plan approval with the city council prior to issuing the building permit

Steve, it has been a pleasure working with you and I appreciate the time you have spent on this matter. I hope

Mr. Steve Haldeman
February 15, 1984

Page 2

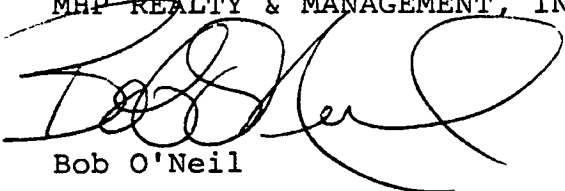
this agreement will establish a premise for the future relationship between J. L. Watson Company and the Home-owners Association.

It is understood and agreed that Mr. Watson and the condominium association will establish a mutual arrangement for the care and maintenance of their common boundary wall.

If you have any questions in regard to this item or any future developments, please don't hesitate in contacting me personally,

Regards,

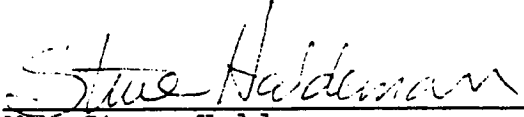
MHP REALTY & MANAGEMENT, INC.



Bob O'Neil

BO/ch

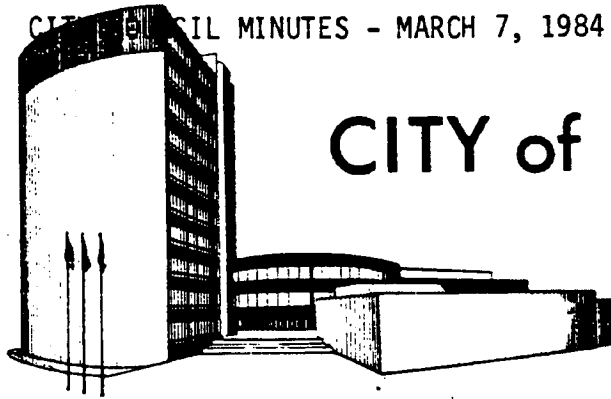
Understood and Agreed to by:



Mr. Steve Haldeman

Dated this 15 day of February, 1984

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



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

MARCH 7, 1984

NOTICE IS HEREBY GIVEN THAT on Wednesday, March 7, 1984, 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-3-84 APPEAL filed by Steven Haldeman to the action of the Board of Zoning Adjustment in APPROVING the application of WATKINS DEVELOPMENT COMPANY for a use permit to allow a self-service gas station in conjunction with a convenience market and to construct apartments on property generally located on the southeast corner of Silverstream Avenue and Lorenzi Boulevard in Zoning District C-1 (Limited Commercial).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS A PORTION OF THE WEST HALF (W $\frac{1}{2}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$), SECTION 26, TOWNSHIP 20 SOUTH, RANGE 60 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.

CAROL ANN HAWLEY
CITY CLERK



Hector MacD. Morrison &
M. J. (Jeanne) Morrison
Suite "E"
6610 Bubbling Brook Drive
Las Vegas, Nevada 89107

Telephone: 878-7417

Sunday, February 19th. 1984

The City Council
The City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Attention: Carol Ann Hawley
City Clerk

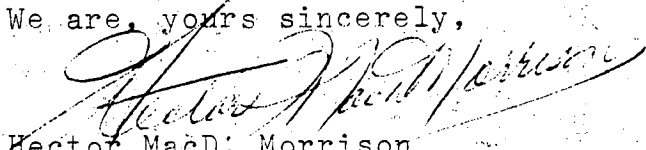
Dear Ms. Hawley:

RE: "APPLICATION FOR USE PERMIT FOR A
PORTION OF THE WEST HALF (W $\frac{1}{2}$) OF
THE SOUTHWEST QUARTER (SW $\frac{1}{4}$), SECTION
26, TOWNSHIP 20 SOUTH, RANGE 60 EAST,
M. D. M."

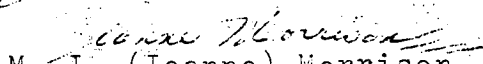
Be informed that my wife and I, owners of a condominium property at 6610 Bubbling Brook Drive in the Las Brisas development are both opposed to Watkins Development Company getting a Use Permit to allow a self-service gas station, a convenience store and apartments on the abovementioned property generally located on the southeast corner of Silverstream Avenue and Lorenzi Boulevard in Zoning District C-1 (Limited Commercial).

We are living in a district which to all appearances is crime free and is wholly single family dwelling units and were a development such as that sought by Watkins Development Company permitted the traffic and parking problems would be horrendous; also the safety of the many children and elderly people in the area would be endangered and blighted.

We are, yours sincerely,



Hector MacD. Morrison



M. J. (Jeanne) Morrison

HMM/jm

Appeal scheduled 3/07/84

cc: Community Planning & Development
City Councilmen

U-3-84

Judy Foremaster

6644 Silver Stream • Las Vegas, Nv. 89107

U-3-84

2-27-84

Ms. Carol A. Hawley,

Please let it go on record that we are strongly against a gas station and convenience market on the corner of Silverstream Ave. and Loremy Blvd. We do not feel they should be located across from homes on an already too busy residential street.

Thank You

Mr. & Mrs. Douglas T. Foremaster

RECEIVED

MAY 28 1984

CITY CLERK

cc: Community ^{Planning} Development Dept.

AGENDA*City of Las Vegas* March 7, 1984

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

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR

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 201.10.10.10



ITEM

Council Action

Department Actio

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.

AGENDA*City of Las Vegas* March 7, 1984CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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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 BY THE CITY COUNCIL



ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

A. REQUEST TO INITIATE VACATION PETITION -
CITY OF LAS VEGAS

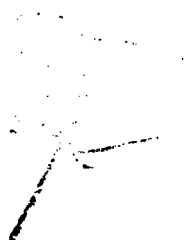
Initiate vacation for the alley under the City-owned Ogden Avenue Parking Garage on property generally located south of Ogden Avenue between 3rd Street and 4th Street.

Staff Recommendation: APPROVAL for City to initiate vacation petition

Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AND FORWARDED:



To: The City Council
Re: Community Planning and Development Agenda Item
March 7, 1984 City Council Agenda

X.

A. REQUEST TO INITIATE VACATION PETITION - CITY OF LAS VEGAS

This item involves a request to initiate a vacation action for the alley under the City-owned Ogden Avenue Parking Garage located south of Ogden between 3rd and 4th Streets. The vacation of this alley would then allow the City to clear the title on all land under the Garage.

STAFF RECOMMENDATION: APPROVAL - For the City to initiate vacation proceedings.

AGENDA*City of Las Vegas*

March 7, 1984

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

B. TENTATIVE MAP - LIBERTY VILLAGE

Property generally located on the northeast corner of Lorenzi Boulevard and Buckskin Avenue, N-U Zone (a portion under Resolution of Intent to R-D).

Owner: Carolyn Thresher, Et Al

Subdivider: Gerald W. Nicholas

No. of Acres: 28.5 No. of Lots: 74

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the conditions of approval for Z-102-83.
2. Record an Order of Vacation for that portion of Garehime Street within this proposed subdivision before recordation of the final map.
3. No vehicular access to Lorenzi Street from the abutting lots.
4. If a wall is constructed on an exterior boundary street, the Conditions, Covenants and Restrictions shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.
5. A waiver be permitted for the length of Blocks 1 and 4.

Staff Recommendation: APPROVAL

NOTE: Letter received from applicant requesting abeyance

Held in ABEYANCE at the request of the applicant.

To be placed back on the agenda by Director of Comm. Planning & Development.

To: The City Council
Re: Community Planning and Development Agenda Item
March 7, 1984 City Council Agenda

X.

B. TENTATIVE MAP - LIBERTY VILLAGE

A request has been received from the subdivider to hold this map in abeyance. Additional time is needed to work out the details of this project with the title company.

The tentative map substantially conforms to the Subdivision Regulations except for a minor waiver on the length of two blocks. The map conforms to the approved zoning plan for this R-D and N-U development.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

CITY COUNCIL MINUTES - MARCH 7, 1984

0402

City of Las Vegas

March 7, 1984

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)

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C. REVIEW OF CONDITION - Z-69-76 - ARMOND
MERLUZZI

To allow a 23'6" building height where a maximum height of 21' was allowed and to alter the required aesthetic treatment to the proposed building on property generally located on the west side of Vista Drive, 206' south of Charleston Boulevard, C-1 Zone.

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. Conformance to the revised elevations.

Staff Recommendation: DENIAL - Appearance of the building needs improving, however, the building height increase is acceptable.

PROTESTS: 0

Nolen -
Motion to follow recommendations of staff denying applicant's request to alter the aesthetics of the proposed building and approved the applicant's request to allow a 23'6" building height carried with Lurie voting "No."

Clerk to notify

Armond Merluzzi appeared.

To: The City Council
Re: Community Planning and Development Agenda Item
March 7, 1984 City Council Agenda

X.

C. REVIEW OF CONDITION - Z-69-76 - ARMOND MERLUZZI

The request is for a review of condition to allow a proposed commercial building to a height of 23'6" where a maximum height of 21' was allowed, and to eliminate the required aesthetic treatment to the building. At the time the building was approved, the adjoining property owner to the south in the R-E area was concerned about the appearance and height of the building and as a result, a condition was placed on the approval that its appearance be enhanced as required by staff and the height be limited to the 21' as proposed at that time. The building will be used for a dance studio and a high ceiling is needed. The proposed steel building resembles an industrial type building rather than a commercial one and staff has requested that 4' high brick vaneer be installed on the front and a tile mansard facade be installed along the roof line on the south, east and a 20' portion of the north part of the building. The increase in height of the building is only at the peak of the roof that is necessary for ventilation ducts. Staff had no objection to the increase in height but felt the aesthetic treatment was necessary and the applicant is requesting relief from it. A public hearing was held on this request by the Planning Commission and there were no protests.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Because the residents to the south are not protesting this change.

STAFF RECOMMENDATION: DENIAL - Because the appearance of the building needs to be improved, however, the increased building height is acceptable.

PROTESTS: 0

AGENDA*City of Las Vegas*

March 7, 1984

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)**

2:30

D. PLOT PLAN REVIEW - Z-105-83 - FAC ARCHITECTS

To change the approved plot plan on property generally located on the west side of 4th Street, between Charleston Boulevard and Colorado Street, R-4 Zone (under Resolution of Intent to C-1).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the revised plot plan and elevations.
2. Conformance to all other original conditions of approval.

Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
APPROVED, subject to
conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

Ken Flemming,
630 Las Vegas Blvd.
South, appeared
and represented
application.

To: The City Council
Re: Community Planning and Development Agenda Item
March 7, 1984 City Council Agenda

X.

D. PLOT PLAN REVIEW - Z-105-83 - FAC ARCHITECTS

The request is to change the development plan to allow a 17,000 square foot commercial building with the center portion two stories, whereas the approved plot plan was for a one-story office building containing 11,600 square feet. Further, the building will extend to the north property line adjoining residential property where the previously approved proposal had a 70' setback. The elevations of the building have also been changed and are aesthetically acceptable. There is adequate parking and landscaping proposed. A public hearing was held on this matter and there were no protests.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0

AGENDA*City of Las Vegas* March 7, 1984CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:31

E. PLOT PLAN REVIEW - Z-32-80 - CENTURY OMEGA
JOINT VENTURE

To allow a revised development plan for a two-story office complex on property generally located on the north side of Sahara Avenue, between Spencer Street and Burnham Avenue, R-1 and R-2 Zones (under Resolution of Intent to C-1 and P-R).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Conformance to the plot plan and elevations amended to provide a 70' building setback from the north property line.
2. Install 15 gallon Arizona Cypress trees 12' on center along the north property line.
3. Install street improvements on Sahara Avenue as required by the Department of Engineering Services.

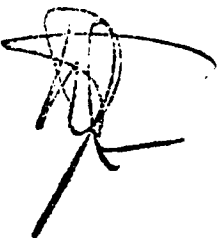
Staff Recommendation: APPROVAL - With the north two buildings being reduced to one story.

Lurie -
APPROVED as recommended by Planning Commission, subject to conditions.
Unanimous

Clerk to notify and Planning to proceed.

Ed Nigro,
2140 Las Vegas Blvd. North,
appeared and represented the application.

APPROVED AGENDA ITEM



To: The City Council
 Re: Community Planning and Development Agenda Item
 March 7, 1984 City Council Agenda

X.

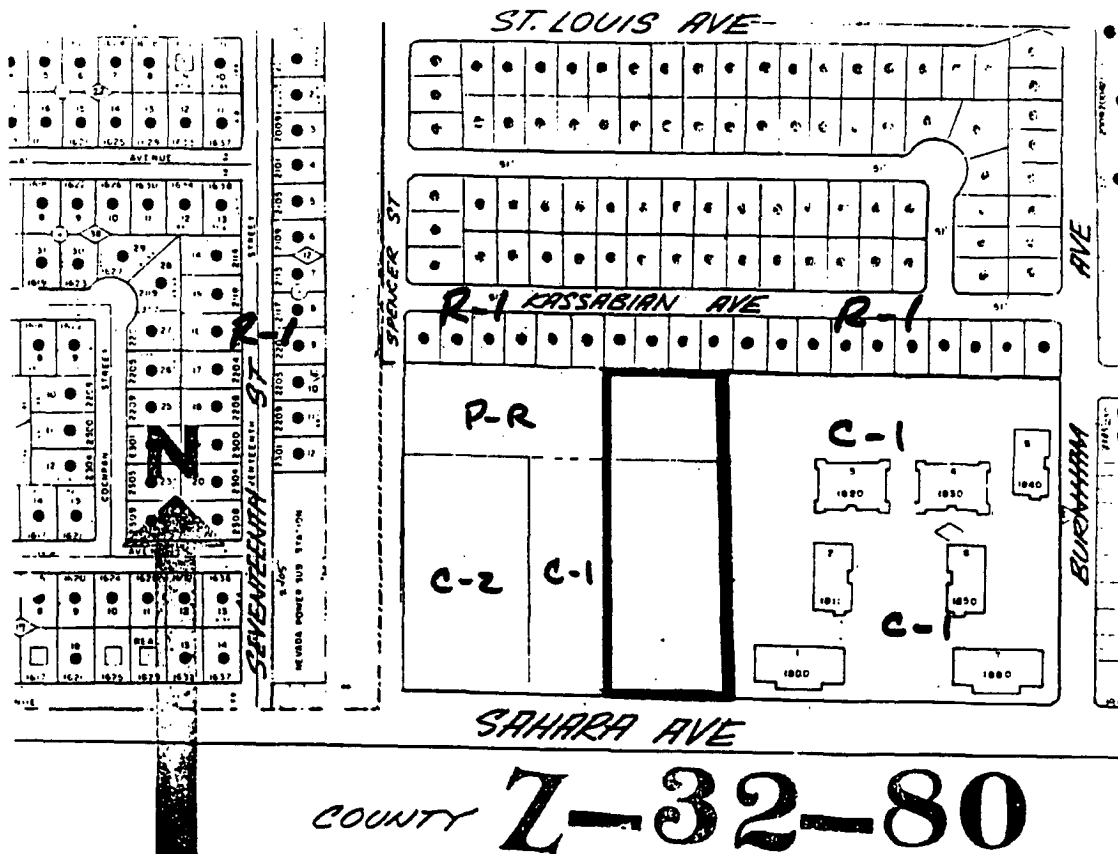
E. PLOT PLAN REVIEW - Z-32-80 - CENTURY OMEGA JOINT VENTURE

The request is to allow a revised development plan on the Board of Realtors property on East Sahara Avenue that is east of the Honda new car agency. The proposal is for a series of two-story buildings where the approved plot plan is for a five-story office building. The proposed two-story buildings on this site would be 56' from the north property line and approximately 24' high, whereas the five-story building would be 385' from the north property line. At the time the C-2 zoning was requested for the Honda agency and the P-R and C-1 to the north and east, there was a substantial protest factor from the adjoining residents to the north. The development plan indicated the P-R would only be used for parking purposes and one two-story office was proposed on the front portion of the property. The following year a revised development plan was approved that allowed the five-story office building and there was a protest factor from the residents who indicated there would be a loss of privacy because the persons in the office building would be able to see into their residential yards. The surrounding residents were notified of this request and two attended the Planning Commission meeting. They were not necessarily in protest, but wanted the north two buildings to be one-story as recommended by staff. Later, the residents indicated they had no objection to two story if the buildings were set back a minimum of 70' from the north property line.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to a 70' minimum building setback from the north property line.

STAFF RECOMMENDATION: APPROVAL - With the two north two-story buildings being reduced to one story in height.

PROTESTS: 0



AGENDA

CITY COUNCIL MINUTES - MARCH 7, 1984

0408

City of Las Vegas March 7, 1984

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)

F. ZONE CHANGE - Z-5-84 - VERNE AND CAROL LEWTON

Reclassification of property located at
1722 W. Bonanza Road.

From: R-E (Residence Estates)

To: R-3 (Limited Multiple Residence)

Proposed Use: Medium High Density
Apartments

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
2. Dedicate 15' of right-of-way for Bonanza
Road as required by the Department of
Engineering Services.
3. Install sidewalk on Bonanza Road as
required by the Department of Engineering
Services.

Staff Recommendation: APPROVAL

PROTESTS: 0

Levy -
APPROVED as recom-
mended by Planning
Commission and
Staff.
Unanimous

Clerk to notify
and Planning to
proceed.

Verne Lewton,
4347 Helen,
appeared and
represented the
application.

To: The City Council
 Re: Community Planning and Development Agenda Item
 March 7, 1984 City Council Agenda

X.

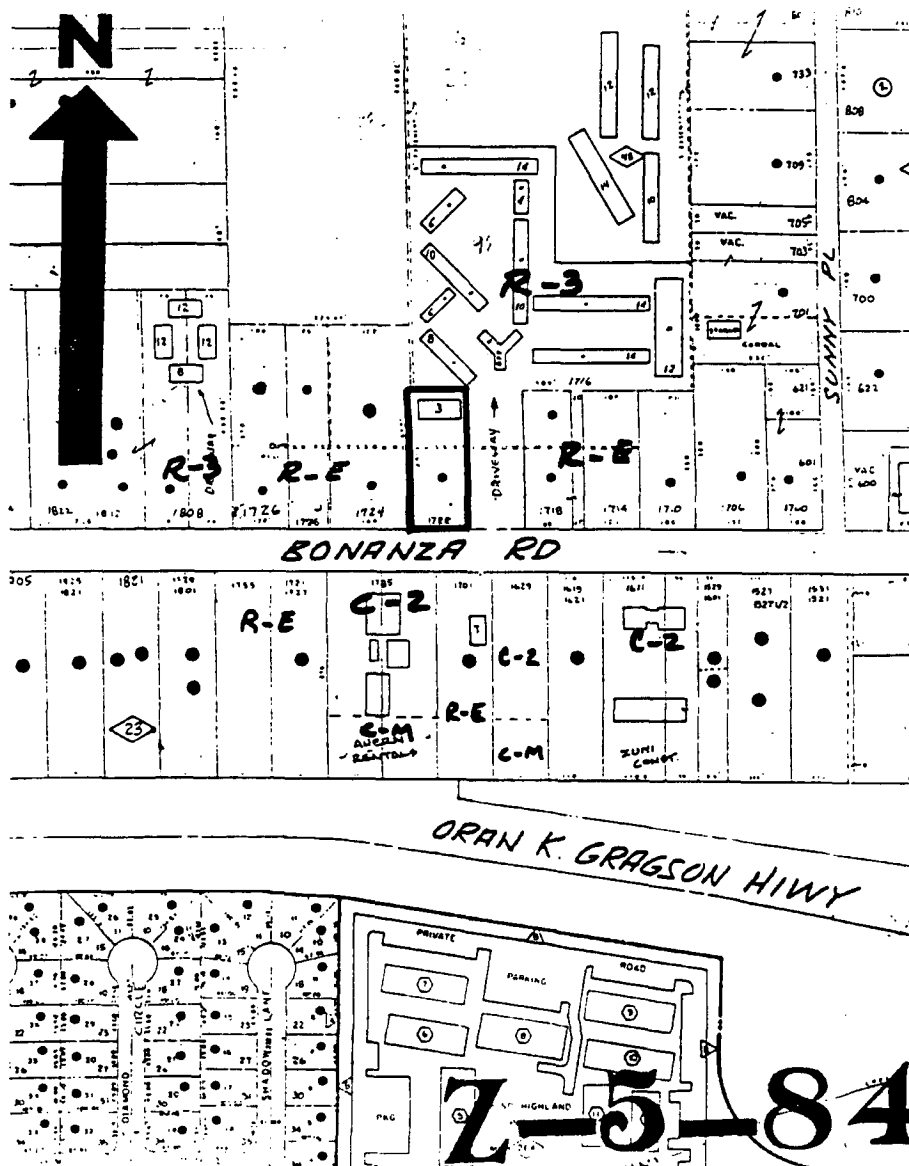
F. ZONE CHANGE - Z-5-84 - VERNE AND CAROL LEWTON

This is another request to rezone a parcel from R-E to R-3 on this segment of Bonanza Road that is presently in transition to R-3. There is existing R-3 to the east and north with R-E and R-3 to the west. To the south the properties are transitioning to C-2 and C-M. An existing home and triplex exists on this property and the applicants are proposing to add a unit to the rear triplex and construct a new fourplex in the middle of the property for a total of 9 units. The R-3 zone would allow a total of 14 units, but only 9 are proposed. A variance was approved in 1954 to allow two units on the rear portion of the property. There is adequate parking and landscaping on this site.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA

CITY COUNCIL MINUTES - MARCH 7, 1984

0410

City of Las Vegas March 7, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)

G. ZONE CHANGE - Z-10-84 - LORIBOW PARTNERSHIP

Reclassification of property generally
located on the southwest corner of Washington
Avenue and Lorenzi Boulevard.

From: N-U (Non-Urban)

To: C-1 (Limited Commercial)

Proposed Use: Shopping Center

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent with a twelve (12)
month time limit.

2. Review of the development plans and
elevations for the proposed shopping
center by the Planning Commission.

3. Dedicate 40' of right-of-way for Lorenzi
Boulevard and Washington Avenue and a 25'
radius corner at the intersection of
Washington Avenue and Lorenzi Boulevard
as required by the Department of
Engineering Services.

Staff Recommendation: APPROVAL

PROTESTS: 0

Nolen -
APPROVED as recom-
mended by Planning
Commission and
Staff.
Motion carried with
Lurie and Levy
voting "No."

Clerk to notify
and Planning to
proceed.

Rodney Tucker,
300 S. 4th St.,
appeared and
represented the
applicant.

NOTE: Earlier motions that failed
were as follows:

(1) Lurie -
DENIED
Motion did not
carry with Briare,
Christensen, Levy
and Nolen voting "No."

(2) Levy -
TABLED
Motion did not
carry with Briare,
Christensen and
Nolen voting "No."

APPROVED

To: The City Council
Re: Community Planning and Development Agenda Item
March 7, 1984 City Council Agenda

X.

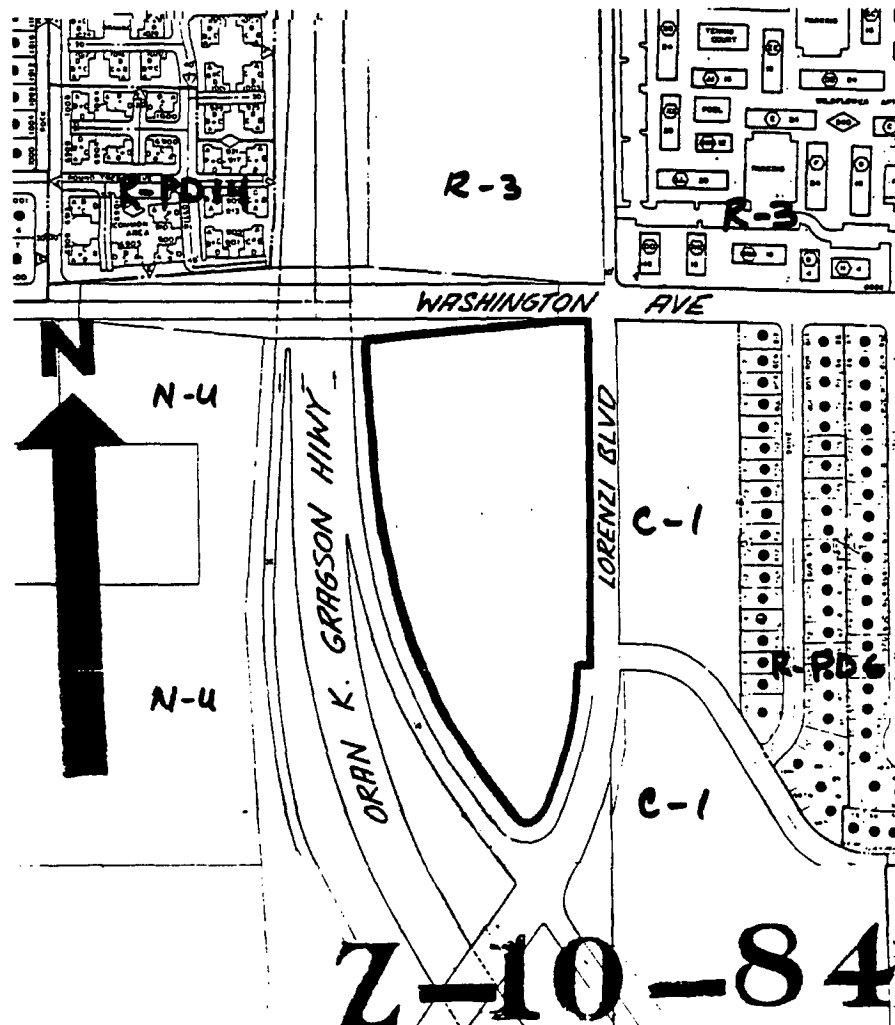
G. ZONE CHANGE - Z-10-84 - LORIBOW PARTNERSHIP

The applicant is requesting this parcel be rezoned from N-U to C-1 for a proposed shopping center southwest of Washington Avenue and Lorenzi Boulevard. The property backs up to Oran K. Gragson Highway to the west. The applicants acquired this 10 acre site at the recent BLM federal land sale and are proposing to rezone it to C-1 so that it can be sold to a shopping center developer. Several developers are interested, however, they are requiring the applicant to first obtain the C-1 zoning. Development plans were not submitted with this application because there are no firm plans until the property is acquired by a developer. There is approved C-1 zoning to the east along with apartments approved by means of a Use Permit in a portion of the C-1 zone. The site is appropriate for C-1 because it is bounded by the Freeway and two major streets as well as it adjoins commercial to the east.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to development plans being approved by the Planning Commission.

STAFF RECOMMENDATION: APPROVAL - Compatible zoning for this site.

PROTESTS: 0



ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:44

H. VARIANCE - V-23-84 - DELL R. NEILSON, ET AL

To allow a building lot coverage of 3,039 square feet where 2,675 square feet is the maximum permitted on property located at 3401 W. Charleston Boulevard in Zoning District C-D.

Board of Zoning Adjustment unanimously recommends APPROVAL, subject to the following condition:

1. Pave the alley as required by the Department of Engineering Services at the time the other abutting property owners agree to pave the alley.

Staff Recommendation: APPROVAL

PROTESTS: 0

Christensen -
APPROVED as recommended by Board of Zoning Adjustment.
Unanimous

Clerk to notify and Planning to proceed.

Dell R. Neilson appeared

To: The City Council
 Re: Community Planning and Development Agenda Item
 March 7, 1984 City Council Agenda

X.

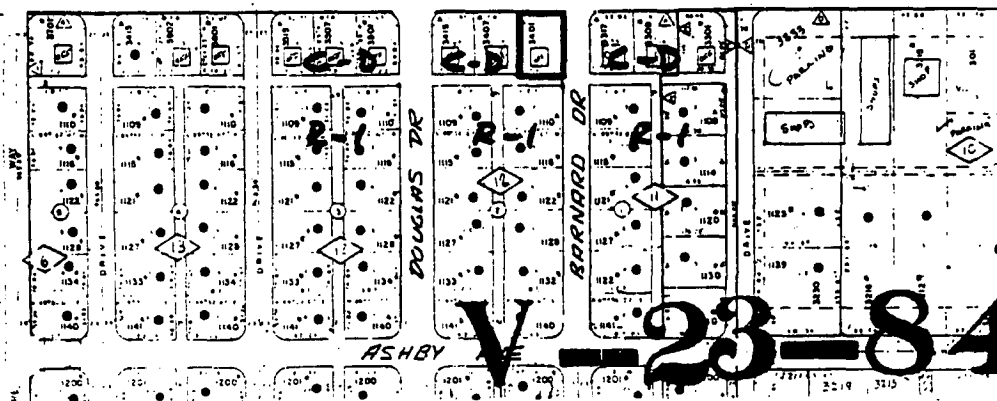
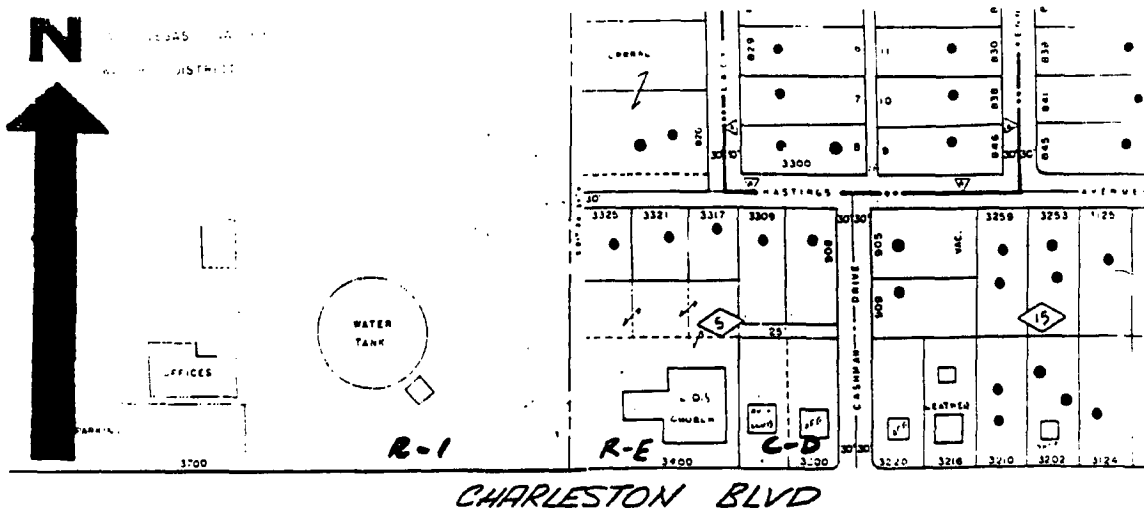
H. VARIANCE - V-23-84 - DELL R. NEILSON, ET AL

This application is before you for final decision because it involves a variance in the C-D zone. The variance is to allow a proposed new one-story office building at the southwest corner of Charleston and Bernard to contain 3,039 square feet where a maximum of 2,675 square feet is allowed. The C-D zone has a maximum building coverage of 30% and this new building will cover approximately 34%, which is an additional 364 square feet. Initially, the applicant contacted staff and proposed a two-story building. Staff recommended a one-story building because this is the pattern along this portion of W. Charleston Boulevard. Consequently, the applicant revised his plans, however, he indicated he would slightly exceed the 30% maximum building coverage because of the needed office space in this development. Staff indicated it would be supportive of this variance if the deviation was relatively minor. The proposed use for this building will be for real estate offices. There will be substantial landscaping on the site and 15 parking spaces are provided where only 8 are required.

BOARD OF ZONING ADJUSTMENT: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



V-23-84

AGENDA

CITY COUNCIL MINUTES - MARCH 7, 1984

0414

City of Las Vegas

March 8, 1984

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)

2:45 I. AESTHETIC REVIEW - AR-1-34 - VEGAS WORLD
HOTEL AND CASINO

Aesthetic Review of a proposed two-story addition to the existing hotel/casino on property located at 2000 Las Vegas Boulevard South, C-2 Zone.

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. The new addition shall be limited to storage use only. No change in use shall be allowed until additional off-street parking spaces which conform to the City Code are provided for any new use.

Staff Recommendation: APPROVAL

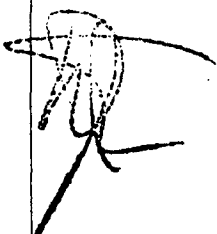
Christensen -
APPROVED as recom-
mended by Planning
Commission.
Unanimous

Clerk to notify
and Planning to
proceed.

Bob Stupak,
2000 Las Vegas
Boulevard South,
appeared and
represented
the application.

Ray Marquis,
131 W. St. Louis,
appeared in
protest.

APPROVED AGENDA ITEM



To: The City Council
Re: Community Planning and Development Agenda Item
March 7, 1984 City Council Agenda

X.

I. AESTHETIC REVIEW - AR-1-84 - VEGAS WORLD HOTEL AND CASINO

The request is for an aesthetic review to allow a 23,400 square foot addition on the south portion of the Vegas World Hotel and Casino facility. Also, a new canopy would be constructed adjacent to this addition that would extend to Las Vegas Boulevard South. The applicant wishes to start construction now on this two-story addition on the basis it will be used for storage purposes because this use requires less parking, however, the intended use is for additional casino area on the first floor and a showroom on the second floor. As soon as additional parking can be provided, the applicant would then convert the addition to casino and showroom use. Presently, 484 spaces are required for the existing development and with this proposed addition on the basis of storage room use an additional 47 spaces would be required for a total of 531. At the present time, there are 545 spaces. An additional 277 spaces (a total of 761 spaces) will be required to convert this proposed addition to casino and showroom use. There are few options to provide additional parking on this site by means of a parking structure because of the way the existing casino/hotel is constructed on the site. This facility has one satellite parking lot across Commerce to the west which is presently included in the existing parking space count. It is believed that any additional parking provided for this addition would be on a satellite basis. There is concern of allowing a major addition without the required parking for the use that it is eventually intended. However, the City would have control through its conditions of approval of not allowing the use to be converted until the required parking is provided.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to the addition being used for storage use only until there is additional off-street parking provided. (230 additional parking spaces are needed for the entire addition.)

STAFF RECOMMENDATION: APPROVAL - Limited to storage use only until additional parking is provided.

AGENDA

CITY COUNCIL MINUTES - MARCH 7, 1984

0416

City of Las Vegas

March 7, 1984

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)

J. ABEYANCE ITEM - USE PERMIT - U-1-84 - LAS
VEGAS CONVENTION AND VISITORS AUTHORITY

To allow conventions, transient trade shows, merchandise marts, antique shows, craft festivals, circuses/carnivals, bicycle races, weight lifting contests, musical shows, running marathons, talent contests, travel shows, soccer, baseball, other athletic contests, art and wine expositions, sports/RV shows, auto shows, films and festivals, on property located at 850 North Las Vegas Boulevard in Zoning District C-V.

Board of Zoning Adjustment unanimously recommends APPROVAL.

Staff Recommendation: APPROVAL - Excluding swap meets, flea markets, merchandise marts, temporary merchants and motorized uses shall be racing events; however, allowing incidental sales and services related to the permitted uses.

PROTESTS: 1

Christensen - APPROVED as recommended by Staff, subject to the following conditions:
1. No swap meets, flea markets, temporary merchants or merchandise marts be permitted;
2. The word "transient" shall be deleted in connection with trade shows;
3. No racing events involving motorized vehicles be allowed;
4. Incidental sales and services related to the permitted uses shall be allowed.
Unanimous

Clerk to notify and Planning to proceed.

Charles E. Rixse appeared and represented application.

APPROVED BY THE CITY COUNCIL

To: The City Council
Re: Community Planning and Development Agenda Item
March 7, 1984 City Council Agenda

X.

J. ABEYANCE ITEM - USE PERMIT - U-1-84 - LAS VEGAS CONVENTION AND VISITORS AUTHORITY

This item was held in abeyance for staff and the representatives from the Convention Authority to work out a modification to the requested uses to be allowed in the Cashman Field Complex. A meeting was held and an agreement was reached on uses that would be requested. A description of the uses to be conducted are in the attached letter from Mr. Rixse. In essence, the uses would follow the definitions in the City Code under the licensing regulations which will provide acceptable control. If the use permit is approved, it should be with the following modifications:

1. No swap meets, flea markets, temporary merchants or merchandise marts be permitted;
2. The word "transient" shall be deleted in connection with trade shows;
3. No racing events involving motorized vehicles shall be allowed; and
4. Incidental sales and services related to the permitted uses shall be allowed.

The above modifications would provide sufficient clarification for staff to administer the types of uses allowed in this facility. If any uses are proposed beyond those requested in this application, a review or possibly a new use permit application would be necessary.

BOARD OF ZONING ADJUSTMENT RECOMMENDATION: APPROVAL - As requested by the applicant including wholesale and retail sales.

STAFF RECOMMENDATION: APPROVAL - Excluding swap meets, flea markets, merchandise marts, temporary merchants and motorized racing events, however, allowing incidental sales and services related to the permitted uses.

PROTESTS: 1 - Letter received from a nearby resident complaining about the stadium lights and public address system use extending late into the evening.

SEE ATTACHED LOCATION MAP

J. U-1-84

LAS VEGAS

The Resort Bargain Of The World

February 21, 1984

Mr. Harold Foster, Director
Community Planning and Development Department
CITY OF LAS VEGAS
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Mr. Foster:

As directed by the City Council at its last meeting, we have met with the City Licensing Department Staff and have come to an agreement on a modification of our application for a use permit for the Cashman Field Center:

USE PERMIT - U-1-84 - LAS VEGAS CONVENTION AND VISITORS AUTHORITY - To allow the following activities --

CONVENTION/TRADE SHOW...An assembly on an annual or other regularly scheduled basis of persons, to which the public is not invited, to hold meetings of any type and/or to view displays of equipment, goods or services related to the purpose of the organization or constituency. Sales of qualified equipment, goods or services can be transacted without a business license if the show manager has obtained approval from the City Business License Department of the qualifications for such sales of the exhibitors and their products.

PUBLIC TRADE SHOW...An exhibition of equipment, goods or services to be marketed primarily to consumers residing in the community where held. Such exhibitions and sales of equipment, goods or services thereat shall be permitted only at shows organized around a common theme or themes as listed and defined below. Exhibits and items to be sold must be directly related to the theme of the show in the judgment of the City Business License staff. Permits may be obtained for all exhibitors from the City Business Licensing support by the Show Manager or Sponsor.

Cashman Field Center - 850 Las Vegas Boulevard North, Las Vegas, NV 89101 702/386-7100

LAS VEGAS CONVENTION AND VISITORS AUTHORITY • 3150 PARADISE RD LAS VEGAS NV 89109 -9096 (702) 733-2323

J. U-1-84

Mr. Harold Foster
February 21, 1984
Page Two

ARTS AND CRAFTS FESTIVALS....An exhibition of handmade items of good quality as defined by City Ordinance.

RV, SPORTS, BOAT, TRAVEL, AUTO SHOWS....An exhibition themed around one or more of these items.

WINE EXPOSITIONS....An exhibition of wines to be tasted and/or sold, if legal under State and Local laws.

ATHLETIC CONTESTS....Baseball games, bicycle races, human foot races, soccer games and other athletic contests not comprising a nuisance to the community.

MUSICAL SHOWS, TALENT CONTESTS, FILMS, FESTIVALS, CIRCUSES, FAIRS, CARNIVALS....Any bonafide entertainment except rock concerts, which must have special approval under policies of the City of Las Vegas and the Las Vegas Convention and Visitors Authority. To make sales, any exhibitors must qualify under the provisions of the definition of Public Trade Shows, and comply with any other requirements of the City and the Authority.

RELIGIOUS PROGRAMS....Programs sponsored by a bonafide religious organization. Taking of collections must be licensed by the City. Qualified exhibitor sales will be governed by the provisions of the Public trade Show definition and other City and Authority requirements.

Please advise us as soon as possible of your opinion of this revision so that any needed changes can be made from your point of view.

Sincerely,

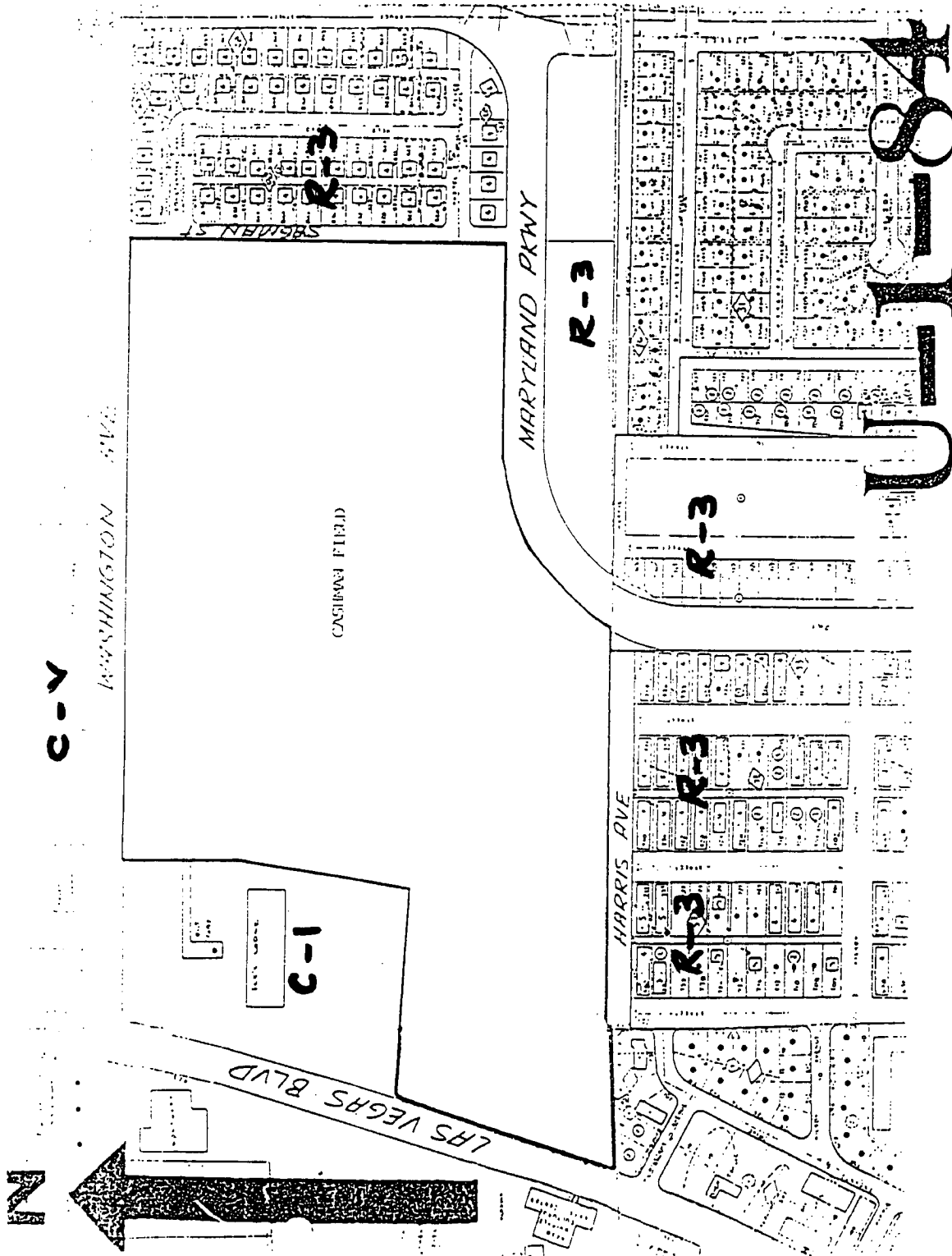


Charles E. Rixse
General Manager
Cashman Field Center

CER:cg

cc: Mr. Dick McGough

J. LOCATION MAP - U-1-84



AGENDA

City of Las Vegas

March 7, 1984

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

K. ABEYANCE ITEM - ZONE CHANGE - Z-93-83 -
JAMES C. SMITH, ET AL

Reclassification of property generally
located 660' northwest of Tenaya Way and
Cheyenne Avenue.

From: N-U (Non-Urban)

To: R-CL (Single Family Compact Lot)

Proposed Use: Medium Low Density Single
Family Residential

Planning Commission recommends DENIAL (4-3
vote). If approved, following are the
recommended conditions:

1. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
2. Recording of a final map.
3. Provision of a 6' block wall along the
rear property lines abutting Tenaya Way
and Pioneer Way.

Staff Recommendation: At the Planning
Commission meeting
staff recommended
abeyance for the
General Plan update
to be completed. The
draft of the updated
plan is complete and
recommends a combination
of R-E, R-D and R-CL
on this parcel.

PROTESTS: 42

Christensen -
TABLED
Unanimous

NOTE: Levy made an
earlier motion to
APPROVE. Motion
did not carry with
Briare, Christensen,
Lurie and Nolen
voting "No."

NOTE: The Public
Hearing portion of
this item is closed.

3/21/84 Agenda

G. C. Wallace,
Wallace Engineering
1100 E. Sahara Ave.
appeared and
represented the
applicant.

Larry Canarelli
appeared and
represented
Metropolitan Dev.

PROTESTS:
Nancy Kaster
7410 W. Buckskin
Rhonda Ivie,
3441 N. Tioga Way
Paitaka Miyahira,
3421 N. Tioga Way
Kristina Jensen,
7415 W. Buckskin

FAVOR:
Michelle Holly
7335 W. Buckskin
Charles Brown
7456 W. Buckskin

To: The City Council
 Re: Community Planning and Development Agenda Item
 March 7, 1984 City Council Agenda

X.

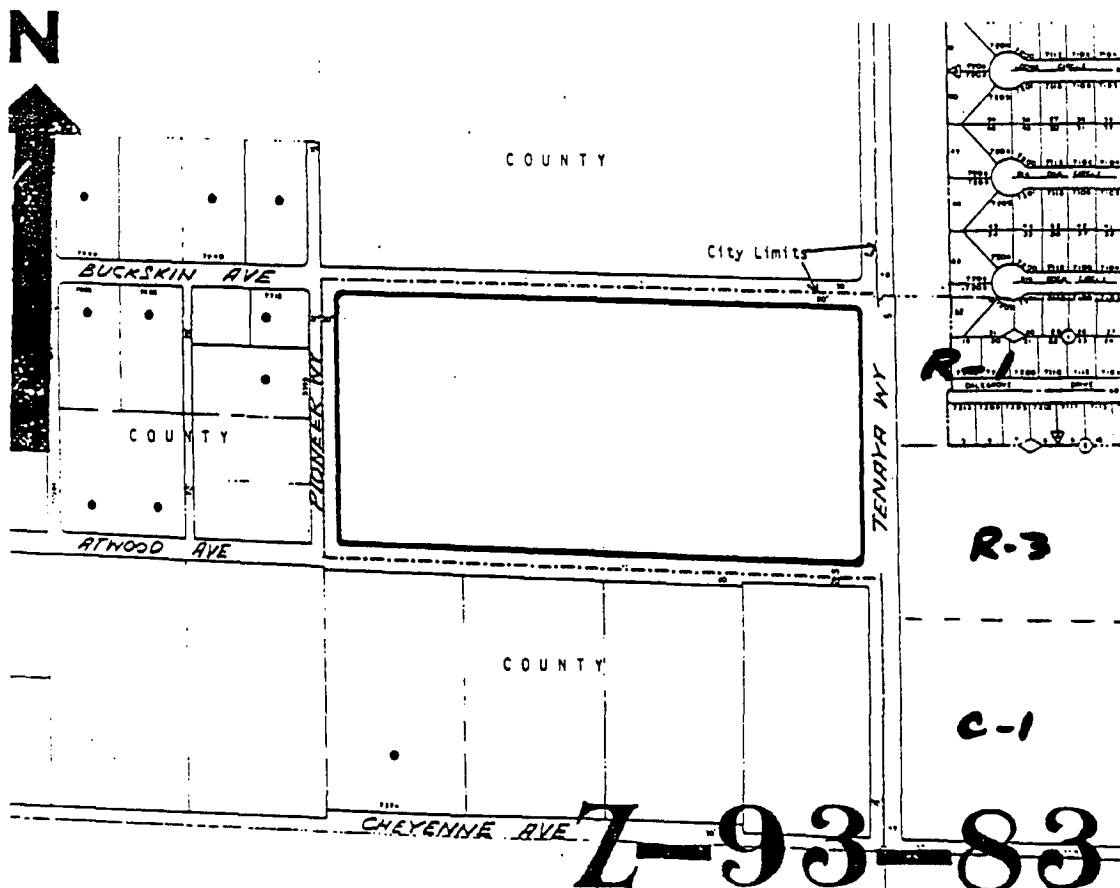
K. ABEYANCE ITEM - ZONE CHANGE - Z-93-83 - JAMES C. SMITH, ET AL

This item was held in abeyance from your January 4, 1984 meeting so the community profiles being prepared in connection with the General Plan Update could serve as a guide to determine what land use pattern was proposed for this area. The request is to rezone this property from N-U to R-CL. The drafted community profiles that were prepared by the consultant and are in agreement with staff, indicates this area west of Tenaya Way be proposed for rural density development with a slightly higher density allowed near Tenaya. To the east of Tenaya there is C-1, R-3 and R-1 adjacent to the Oran K. Gragson Highway. Translating this profile to the property involved in this application would mean R-E zoning should be required along the westerly portion of this 28-acre site with possibly R-D on the center portion and R-1 or R-CL along the easterly portion adjacent to Tenaya. At the Planning Commission meeting the applicant was not receptive to holding the item in abeyance until the General Plan was updated and asked that a recommendation be made on their R-CL request which resulted in the Planning Commission recommending denial by a 4-3 vote. There was a protest factor from the residents in the developing R-E area to the west who opposed this type of urban development in their rural area.

PLANNING COMMISSION RECOMMENDATION: DENIAL - Because the request may not be compatible with the recommendations in the General Plan update.

STAFF RECOMMENDATION: At the Planning Commission meeting, staff recommended abeyance for the General Plan update to be completed. The draft of the updated Plan is complete and recommends a combination of R-E, R-D and R-CL on this parcel.

PROTESTS: 42 - Petitions with a total of 20 signatures
 13 Persons spoke at the Planning Commission meeting
 7 Persons in the audience at the Planning Commission meeting
 2 Letters



AGENDA

CITY COUNCIL MINUTES - MARCH 7, 1984

0423

City of Las Vegas March 7, 1984

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

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ITEM	Council Action	Department Action
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
3:40 L. <u>BLM PUBLIC LAND SALE</u> Discussion and consideration of offering various parcels of federal land in the City for the BLM 1984 Public Land Sale	Levy - APPROVED sale of easterly 4 parcels. Unanimous	Staff to proceed
M. REQUEST OF THE HOUSING AUTHORITY FOR USE OF THE AREA UNDER THE I-515 FREEWAY BETWEEN 10TH STREET AND 14TH STREET.	Levy - APPROVED Request. Unanimous	Staff to proceed
N. SET DATE FOR PUBLIC HEARING ON ANY ITEM REQUIRING A PUBLIC HEARING THAT WAS ACTED UPON BY THE CITY PLANNING COMMISSION AT ITS FEBRUARY 28, 1984 MEETING.	VAC-3-84 VAC-4-84 VAC-5-84	3/21/84 Agenda 3/21/84 Agenda 3/21/84 Agenda
O. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE BOARD OF ZONING ADJUSTMENT MEETING HELD FEBRUARY 23, 1984.	U-9-84 U-10-84 V-15-84	3/21/84 Agenda 3/21/84 Agenda 3/21/84 Agenda

APPROVED BY THE CITY COUNCIL



To: The City Council
Re: Community Planning and Development Agenda Item
March 7, 1984 City Council Agenda

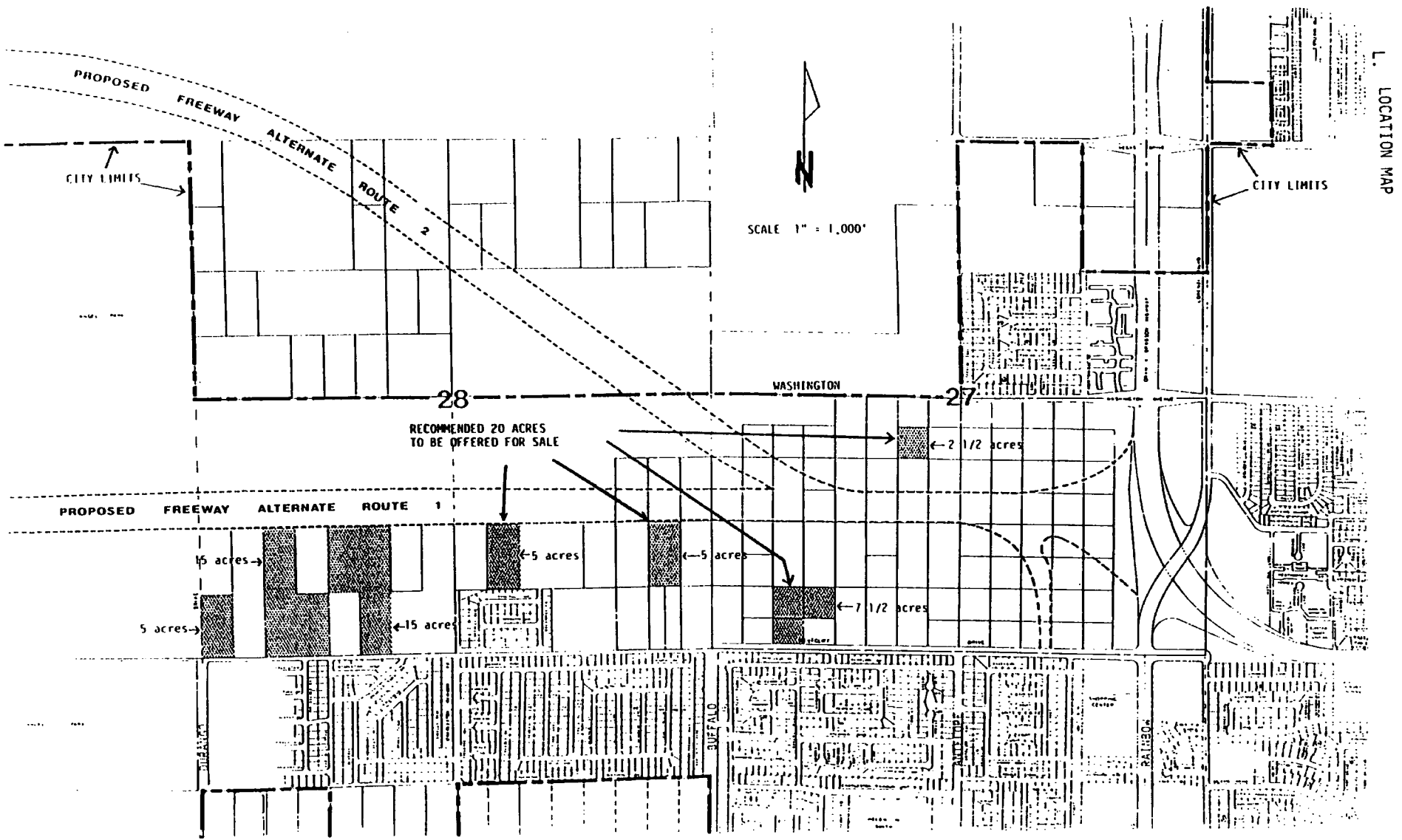
X.

L. BLM PUBLIC LAND SALE

This item involves an inquiry from the local BLM office to determine if the City wishes to offer for sale any of the parcels of federal land west of Lorenzi Boulevard between Washington Avenue and Westcliff Drive that were annexed into the City at the end of 1983. There are 55 acres in seven parcels ranging in size from 2.5 acres to 15 acres. The planning staff has contacted the various City departments to determine if there is a need to retain any of this land for City use. It has been determined the westerly three parcels containing 35 acres should not be sold because they are in the area where consideration is being given to realigning Westcliff in a northwest direction to the transportation corridor through Angel Park. There are four other parcels to the east, one 2.5 acres, two at 5 acres and one at 7 acres that could be offered for sale. These four easterly parcels are also outside the Freeway corridor alignment. This sale of public land is authorized through the Santini/Burton legislation and when these parcels are sold, the City will receive 10% of the purchase price but these funds can only be used for acquisition and development of parks and recreation facilities.

STAFF RECOMMENDATION: The easterly four parcels (20 acres) be offered for sale.

SEE ATTACHED LOCATION MAP



CITY COUNCIL MINUTES - MARCH 7, 1984

0426

To: The City Council
Re: Community Planning and Development Agenda Item
March 7, 1984 City Council Agenda

X.

M. REQUEST OF THE HOUSING AUTHORITY FOR USE OF THE AREA UNDER THE I-515
FREEWAY BETWEEN 10TH STREET AND 14TH STREET

The Housing Authority has made a request to the State to use the area under the elevated portion of the I-515 Freeway between 10th Street and 14th Street for various uses related to its senior citizen and family housing projects. Prior to action on this request the State wants the Housing Authority to obtain a letter from the City indicating it has no objection to this use. The Housing Authority is proposing various recreation, parking and open space uses on the segment of the Freeway between 10th Street and Maryland Parkway that would connect the Robert Gordon Plaza Senior Citizens Project with the proposed expansion on the south side of the Freeway. East of Maryland Parkway similar types of uses are proposed under the Freeway for the family units to be constructed to the south. The Design Committee, consisting of various City department representatives, has evaluated this request and found it to be an appropriate use for this segment of the Freeway.

STAFF RECOMMENDATION: APPROVAL

AGENDA*City of Las Vegas*

March 7, 1984

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CITY COUNCIL
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PHONE 386-6011

ITEM

Council Action

Department Action

XI. ADDENDUM ITEMS

ADDENDUM NO. 1:

IV(a). Administrative Agenda
Ashley Hall, City Manager
Item E. See Page 12-A

Christensen -
Resolution ADOPTED
Unanimous
(see page 12-A)

Staff to proceed

APPROVED TO AGENDA

MP Cox

AGENDA*City of Las Vegas*

March 7, 1984

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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

City Clerk instructed to prepare a public notice regarding the public forum on the Super-Speed Train to be held March 19, 1984 at 10:00 A.M.

MEETING ADJOURNED AT 3:45 P.M.

APPROVED AGENDA BY

mp Carl