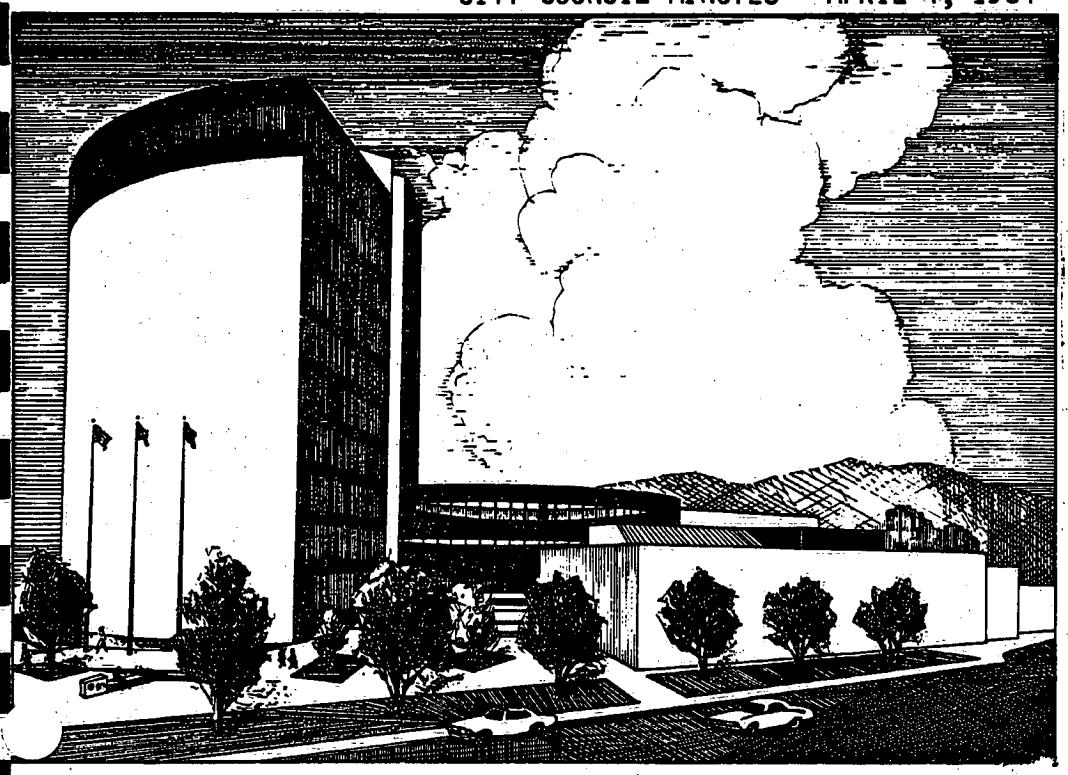


MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: April 4, 1984
and Recessed Meeting
of April 16, 1984
TIME: 9:45 AM

INVOCATION: Robert A. Spiering, Church of Jesus Christ of Latter-Day Saints

PLEDGE OF ALLEGIANCE: Given

CITY COUNCIL	PRESENT	ABSENT	EXCUSED
MAYOR BILL BRIARE	[X]	[ ]	[ ]
COUNCILMAN PAUL J. CHRISTENSEN	[X]	[ ]	[ ]
COUNCILMAN RON LURIE MAYOR PRO-TEM	[X]	[ ]	[ ]
COUNCILMAN AL LEVY	[X]	[ ]	[ ]
COUNCILMAN BOB NOLEN	[X]	[ ]	[ ]
CITY ATTORNEY			
GEORGE F. OGILVIE	[X]	[ ]	[ ]

APPROVED BY REFERENCE February 6 & 20, 1985

ATTEST:

Carol Ann Harley
CITY CLERK

William H. Briare
MAYOR

AGENDA

City of Las Vegas

April 4, 1984

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. COMMUNITY RELATIONS	NONE	NONE
B. SPECIAL EVENTS	NONE	NONE
II. 10:00 A.M.		
A. ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW	ANNOUNCEMENT MADE	
B. INVOCATION Robert A. Spiering Church of Jesus Christ of Latter-Day Saints	INVOCATION GIVEN BY ROBERT A. SPIERING	
C. PLEDGE OF ALLEGIANCE	MAYOR BRIARE LED AUDIENCE IN PLEDGE	

APPROVED AGENDA ITEM

mp Cook

CITY COUNCIL MINUTES - APRIL 4, 1984

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

0002

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 30th 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 4th of April, 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).

THE PUBLIC NOTICE RE: LEANDREW LAMAR McDANIEL dba HENRY'S LIQUORS WAS ALSO MAILED.

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

Subscribed and sworn to before me this
30th day of March, 1984

Monice P Keller
NOTARY PUBLIC in and for said County and State.
My Commission expires: 1/23/88

MONICE P. KELLER
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Jan. 23, 1988

AFFIDAVIT OF POSTING

CITY COUNCIL MINUTES - APRIL 4, 1984
(Posting required under the provisions of NRS CHAPTER 241)

0003

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 30th day of March, 1984, at the hour of 9:30 AM there were posted copies of a NOTICE, the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on 4th day April, 1984, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

THE PUBLIC NOTICE RE: LEANDREW LAMAR McDANIEL dba HENRY'S LIQUORS WAS ALSO POSTED.

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
30th day of March, 1984

Monice P Keller
NOTARY PUBLIC in and for said County and State.
My Commission expires: 1/23/88

MONICE P. KELLER
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Jan. 23, 1988

AGENDA

City of Las Vegas

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

ITEM	Council Action	Department Action
III. DEPARTMENT OF BUSINESS ACTIVITY JERRY J. CAHILL, 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 item may be discussed if a Councilman or citizen so requests.		
*A. GAMING -- Additional	Lurie - APPROVED Items 1 thru 5. Unanimous with the exception Lurie abstained from voting on Item 2.	Staff to proceed
1. FOXY'S JACKPOT CITY, INC. Foxy's Firehouse Casino 2423 Las Vegas Boulevard South 6 slots		
2. CASINO SERVICES Blue Heaven Cocktail Lounge 2025 East Charleston 4 slots		
3. J. J. PARKER COMPANY Odyssey 2001 1930 East Fremont 1 slot		
4. RUJO, INC. Memory Lane 1311 West Owens 5 slots		

APPROVED AGENDA ITEM

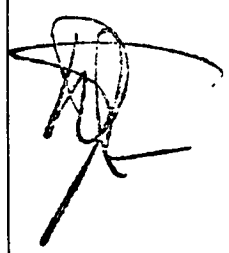
AGENDA

City of Las Vegas

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)		
5. UNITED COIN MACHINE COMPANY Peace Pipe Cocktail Lounge 2327 South Eastern 5 slots	Lurie - APPROVED Items 1 thru 5. Unanimous with the exception Lurie abstained from voting on Item 2.	Staff to proceed
B. LIQUOR -- New		
1. GLADYS FLORES dba B.B. QUEEN RESTAURANT 2026 Western Avenue Beer/Wine On-Sale License Gladys Billings Flores, 100%	Lurie - APPROVED Unanimous	Staff to proceed Gladys Billings Flores appeared.
C. SPECIAL EVENT GAMING LICENSE		
1. REGINA HALL AUXILIARY Location: #1 Main Street Date: May 20, 1984 Type: Bingo	Lurie - APPROVED Unanimous	Staff to proceed

APPROVED AGENDA ITEM



City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: DON SAYLOR, DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- APRIL 4, 1984 CITY COUNCIL AGENDA
LIQUOR -- New

PURPOSE/BACKGROUND

Item, "B", 1.

Appearing on the Department of Business Activity portion of the agenda is a request for a new Beer/Wine On-Sale license from Gladys Flores, dba B.B. Queen Restaurant located at 2026 Western Avenue.

This item has received an "unfavorable" police report. A confidential investigative report will be submitted by the Special/Privileged Investigations Section of the Las Vegas Metrolopitan Police Department to the City Council prior to the meeting.

FISCAL IMPACT

RECOMMENDATIONS

Jerry J. Cahill

Jerry J. Cahill, Director
Department of Business Activity

Agenda Item

III "B" 1

AGENDA

City of Las Vegas

April 4, 1984

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

ITEM	Council Action	Department Action
IV(a). ADMINISTRATIVE AGENDA ASHLEY HALL, CITY MANAGER		
No items to be considered.	NONE	NONE

AGENDA

City of Las Vegas

April 4, 1984

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 $2,534,085.30 2. Payroll Warrants In the amount of $748,081.13 3. Other Warrants and Investments In the amount of $166,613.11	Lurie - APPROVED Items 1, 2 and 3. Unanimous	Staff to proceed

APPROVED AGENDA ITEM

MP Cook

CITY OF LAS VEGAS
Warrant Register Summaries Recap

CITY COUNCIL MINUTES - APRIL 4, 1984

0009

SERVICE & MATERIAL WARRANTS AND OTHER WARRANTS

No	Thru	AMT $	DESCRIPTION
B203968	-0-	(16.75)	VOID
C205422	C205423	43,268.32	SNETP
C205424	C205426	254,885.90	SERVICE & MATERIALS
C205427	C205428	-0-	VOID
C205429	C205431	37,792.62	SNETP
C205432	C205434	495,538.31	SERVICE & MATERIALS
C205435	C205437	70,027.17	SNETP
C205438	C205442	443,276.13	SERVICE & MATERIALS
D205443	D205911	1,340,401.71	SERVICE & MATERIALS
C319985	C319988	15,525.00	BOND & INTEREST

Total Service & Material $2,534,085.30

Total Other $166,613.11

PAYROLL WARRANTS

No.	Thru	AMT $	DESCRIPTION
136372	137754	748,081.13	PP/E 3/10/84

Total Payroll $748,081.13

TOTAL NET AMOUNT $3,448,779.54

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

DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED: CITY MANAGER

On APRIL 4, 1984 The Board of City Commissioners ordered the above warrants paid and the City Treasurer is hereby ordered to disperse the warrants as presented.

MAYOR

ATTEST: CITY CLERK

2-82

AGENDA

City of Las Vegas

April 4, 1984

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

A. AUTHORIZATION TO FILL POSITIONS (CRITICAL HIRES)

1. BUDGETED VACANT POSITIONS TO BE FILLED:

POSITION(S)	DEPARTMENT	MONTHLY RANGE	FUNDING
Secretary	Community Planning & Development	$1,343-1,632	General
Management Analyst I	Funds Coordination	$1,542-1,875	Block Grant
Assistant Care Facilities Specialist	Business Activity	$1,343-1,632	General

Lurie - APPROVED Items 1, II and III as recommended. Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 27, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS - AUTHORIZATION TO FILL POSITIONS

PURPOSE/BACKGROUND

Of the 1,456 positions in the City's 1983-84 Fiscal Budget, 9.75% (142 positions) are currently vacant.

The staff is recommending the filling of five (5) critical positions at this time.

The chart below gives you a summary of our current staffing, as well as showing the five (5) requests to fill positions.

STAFFING SUMMARY

	CURRENT STAFFING			REQUESTS TO BE FILLED		
	AUTHORIZED POSITIONS	NUMBER OF EMPLOYEES	VACANCIES	FILL EXISTING VACANCIES	FILL NEW POSITIONS	TOTAL REQUESTED
Appointive	151	135	16	1	0	1
Classified	1148	1091	57	2	1	3
Contract	17	14	3	0	0	0
Elective	9	9	0	0	0	0
Hourly	130	64	66	1	0	1
Total	1455	1313	142	4	1	5

FISCAL IMPACT

There are three types of requests presented. The first group, Budgeted Vacancies, includes three positions which are in the 1983-'84 budget, one of which is funded through Block Grant, and replacement of those vacancies is considered critical. The second, Positions to be Established and Filled, is a request from Detention & Correctional Services. The projected cost for the remainder of this fiscal year is $5,422; these funds are available in the City's FY '83/'84 General Fund Budget. The third, Hourly Instructor Positions, is a self-supporting position in which fees for the classes taught totally support the cost of the position.

The total dollar savings realized through vacancies thus far in fiscal year 1983-'84 is $796,431. 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 $1,181,739.

RECOMMENDATION

Staff recommends the filling of the five (5) positions indicated above.

Agenda Item

IV. (c)

AGENDA

City of Las Vegas

April 4, 1984

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

ITEM	Council Action	Department Action

Page 2
IV. (c) DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS

JAN TAIT, ACTING DIRECTOR

AUTHORIZATION TO FILL POSITIONS (CRITICAL HIRES)

II. POSITIONS TO BE ESTABLISHED AND FILLED (THROUGH EXISTING GENERAL FUND BUDGET)

Lurie - APPROVED Items I, II and III as recommended. Unanimous

Staff to proceed

POSITION(S)	DEPARTMENT	MONTHLY RANGE	FUNDING
Detention Specialist	Detention & Correctional Services	$1,446-1,846	General

III. HOURLY INSTRUCTOR POSITIONS (SELF-SUPPORTING)

APPROVED
See Above

See Above

POSITION(S)	DEPARTMENT	HOURLY SALARY	FUNDING
Senior Recreation Instructor	Recreation & Leisure Activities	$6.00/Hr.	Enterprise

APPROVED AGENDA ITEM
mp Cook

ITEM	Council Action	Department Action
IV. (d) DEPARTMENT OF FUNDS COORDINATION - RICHARD B. BLUE, JR., DIRECTOR		
A. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, SUPPORTING FAIR HOUSING MONTH	Nolen - APPROVED Items A, B and C. Unanimous	Staff to proceed
B. APPROVAL OF THIRD TRIPARTITE AGREEMENT AMONG THE CITY OF LAS VEGAS, NEVADA, NEVADA ECONOMIC DEVELOPMENT COMPANY, AND THE JACKSON AVENUE MERCHANTS ASSOCIATION	APPROVED See Above	See Above
C. AUTHORIZATION TO EXECUTE A LEASE AGREEMENT FOR THE USE OF THE JEFFERSON RECREATION CENTER BETWEEN THE CITY OF LAS VEGAS AND THE OPPORTUNITIES INDUSTRIALIZATION CENTER	APPROVED See Above	See Above

APPROVED AGENDA ITEM

mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 26, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, SUPPORTING FAIR HOUSING MONTH

PURPOSE/BACKGROUND

The Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, states that "it is the policy of the United States, to provide, within Constitutional limitations, for fair housing throughout the United States." It provides that it is illegal "to discriminate against any person in the terms, conditions or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex or national origin.

A variety of compliance and legal constraints are available to HUD for enforcing these provisions. They may investigate and conciliate complaints where federal funds are utilized, and permit anyone who considers him or herself to be a victim of discrimination to bring suit in Federal Court. HUD may also withhold Federal funds from jurisdictions practicing segregation in housing.

The local Community Housing Resource Board, on which the City is represented, is sponsoring this Resolution. The Community Housing Board is a community group approved by the Department of Housing and Urban Development (HUD) charged with monitoring compliance of the Southern Nevada Home Builders Association and the Las Vegas Board of Realtors as regards the fair housing requirements stipulated by these organizations' national agreements with HUD.

As a recipient of HUD grant monies, the City of Las Vegas is required to promote fair housing in the community.

FISCAL IMPACT

None.

RECOMMENDATIONS

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

Richard B. Blue

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

Agenda Item

IV. (d) A.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, SUPPORTING FAIR HOUSING MONTH

WHEREAS, the National Fair Housing Law of 1968 prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States;

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the month of April is declared as Fair Housing Month in the City of Las Vegas.

PASSED, ADOPTED AND APPROVED this 4th day of April, 1984.

William H. Briare

WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol A Hawley

Carol Ann Hawley, City Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 26, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF THIRD TRIPARTITE AGREEMENT AMONG THE CITY OF LAS VEGAS, NEVADA, NEVADA ECONOMIC DEVELOPMENT COMPANY AND THE JACKSON AVENUE MERCHANTS ASSOCIATION

PURPOSE/BACKGROUND

The Jackson Avenue Commercial Corridor project, formerly referred to as the Neighborhood Commercial Revitalization Project, (NCR), has been supported by the City in its Sixth, Seventh, Eighth and Ninth Year Community Development Block Grant Program. The Block Grant Program has provided financial and technical assistance towards a cooperative venture undertaken by the project's manager, Nevada Economic Development Company, Inc. (NEDCO) and the Jackson Avenue Merchants Association (JAMA), which represents the affected business/ residential community.

An element of NEDCO's program implementation schedule is the spurring of economic development in the City's Neighborhood Strategy Area II; the project manager is charged with the responsibility of creating a positive working environment among JAMA, the City of Las Vegas, NEDCO and the public for the overall coordination of the Neighborhood Commercial Revitalization Project.

To achieve this goal, NEDCO has formally drafted a cooperative working document which delineates mutually agreed upon responsibilities for JAMA, NEDCO and the City of Las Vegas.

The attached, referred to as the Tripartite Agreement, states the prime responsibilities for each participating party. This agreement is to be negotiated on an annual basis; this agreement will cover the time period of April 4, 1984 through April 4, 1985.

FISCAL IMPACT

None.

RECOMMENDATIONS

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

Richard B. Blue, Jr.
RICHARD B. BLUE, JR., DIRECTOR
DEPARTMENT OF FUNDS COORDINATION

Agenda Item

IV. (d) B.

AGREEMENT

This Agreement, entered into this 1st day of November, 1984, is between the City of Las Vegas, a Municipal corporation of the State of Nevada, hereinafter referred to as the CITY, the Jackson Avenue Merchant's Association, hereinafter referred to as JAMA, and NEDCO, INC., a Nevada non-profit corporation, hereinafter referred to as NEDCO.

PURPOSE

Whereas, the purpose of this Agreement is to delineate, specifically, areas of authority and lines of accountability between the three above-mentioned entities, with respect to the implementation of the Jackson Avenue Neighborhood Commercial Revitalization (NCR) Project.

NOW, THEREFORE, in consideration of the mutual areas of responsibilities contained herein, the parties herein agree as follows:

PERFORMANCE OBLIGATIONS

The Jackson Avenue Neighborhood Commercial Revitalization Project is a cooperative redevelopment venture between the CITY, NEDCO, and an amalgam of target area landowners and business people formed into the JAMA. The respective functions of the above listed entities are:

CITY: to provide the services of its Department of Economic and Urban Development for directing overall City management involvement in the planning and implementation of the NCR project with respect to the utilization of Community Development Block Grant (CDBG) resources as per the annual CDBG program contract's goals and objectives, as well as general CDBG program administration (see Exhibit A).

NEDCO: to provide overall program management and implementation of project development with respect to planning, policy determination of goals and objectives, and general administration; inclusive of, but not limited to, the provision of technical assistance and advocacy.

JAMA: to serve as the primary conduit for citizen input into the planning process, and general program participation by the Neighborhood Commercial Revitalization (NCR) project target area residents.

The City herein agrees to annually review its CDBG program posture in the area of economic development for NCR activities.

MONITORING AND ASSISTANCE BY CITY

1. It shall be the expressed prerogative of the City to monitor the utilization of CDBG monies by NEDCO for NCR programmatic activities.

2. The City shall be empowered to ensure compliance of NEDCD with respect to the Tenth Year CDBG goals and objectives enumerated in NEDCO's Tenth Year CDBG contract (see Exhibit A).

3. The City may, at its discretion, provide other technical and supportive assistance, where applicable and when no other reasonable alternative source can be utilized for the purpose of assisting and facilitating completion of the NCR project.

4. The City may assist in the identification of federal programs and state discretionary funds which may be available for use in projects of this nature.

RESPONSIBILITY OF JAMA

1. During the active life of the implementation phase of the Jackson Avenue Neighborhood Revitalization Project, through its executive board and general assembly, shall assist in determining the nature and scope of policy to be executed by NEDCO, pursuant to the timely completion of the project.

2. In executive session and in general assembly, JAMA shall be charged with the primary plenary activities of the project.

3. The JAMA Board of Directors shall work cooperatively with NEDCO in ensuring compliance to the time phase projections outlined in any proposal for CDBG funds submitted by NEDCO.

4. As the Neighborhood Commercial Revitalization Project Citizen Planning Body, JAMA shall be the primary source for citizen participation by target area residents in the project area (and with the coordination of citizens activity thereto pertaining). JAMA shall aggressively hold no less than twelve (12) monthly Board of Directors meetings, as well as actively engage in neighborhood activities that will stimulate and educate owners in the Jackson Avenue Corridor towards the orderly implementation of the Neighborhood Commercial Revitalization (NCR) Project.

5. JAMA shall assume the lead role in the development and make request to the proper public bodies for ordinances specifiying design standards for the Jackson Avenue Neighborhood Commercial Revitalization (NCR) Project.

6. Upon completion of the Neighborhood Commercial Revitalization (NCR) Project, JAMA shall assume a leadership role in the economic direction of the Jackson Avenue Corridor Project area. It shall assume much the same role for the corridor as a chamber of commerce in attracting new businesses to the area, and in providing a climate conducive to ongoing business development and expansion.

RESPONSIBILITY OF NEDCO

1. NEDCO shall have managerial control of implementation of NCR policy decisions as determined by JAMA, and shall have complete autonomy of action in formulationg strategies and procedures for implementation of the aforementioned policy decisions.

2. NEDCO shall be accountable to the City with respect to the timely implementation of the NCR Project goals and objectives as enumerated in the time phase projections of NEDCO's Tenth (10th) Yedar (1984-85) CDBG Administrative Plan.

3. It shall be the responsibility of NEDCO to implement plans developed by JAMA in a timely manner and to provide technical assistance to JAMA in their formulation.

4. NEDCO shall be charged with the responsibility of providing technical assistance and managerial know-how to the above-stated JAMA responsibilities, as an explicitly stated goal.

5. In addition, NEDCO shall actively pursue the identification of techinical sector resources to match the funds which may be made available through the efforts of the City.

...

...

TERMINATIDN DF AGREEMENT

The terms of this agreement shall be in effect from April 4, 1984 to June 30, 1985. This Agreement may be renewed on an annual basis by the participating parties upon their agreement.

The City reserves the right to terminate this agreement for any breach of the Community Development Block Grant contract (Exhibit A). JAMA reserves the right to terminate this agreement for any breach of the CDBG program by NEDCO (Exhibit A). In any event, this agreement shall terminate on the date fixed for the termination.

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

CITY OF LAS VEGAS

William H. Briare

WILLIAM H. BRIARE, MAYOR

NEDCO, INC.

William H. Bailey

WILLIAM H. "BOB" BAILEY,
EXECUTIVE DIRECTOR

JACKSON AVENUE MERCHANT'S ASSOCIATION

Rev. Sam Roberson

REVEREND SAM ROBERSON, Chairman
Board of Directors

ATTEST:

Carol A. Hawley

Carol Ann Hawley, City Clerk

APPROVED AS TO FORM ONLY:

George F. Ogilvie, City Attorney

Special Project Disk
#8

NEVADA ECONOMIC DEVELOPMENT COMPANY

NEIGHBORHOOD COMMERCIAL REVITALIZATION

SCOPE OF SERVICES

A. Management and technical assistance to Jackson Avenue Merchants Association

i) Increase before June 30, 1985, organization capabilities and leadership skills for ten (10) members of Jackson Avenue Merchants Association beginning July 1, 1984 through June 30, 1985, by assisting them through the provision of scholarships to further their education.

ii) Provide to City Community Development staff copies of all Merchant Association meetings.

iii) Provide City Community Development staff, semi-annual evaluation on the status of the Jackson Avenue Merchants Association and strive to be self-sufficient. The first semi-annual report due no later than December 31, 1984, and the second report June 3, 1985.

B. NEDCO, INC., shall encourage complete renovations for four (4) commercial structures within the special activity center and/or attract diverse business to the special activity center based upon the recommendation of the Merchants Mix Study; to identify and attract new consumer groups to the special activity center; to eliminate negative images of the special activity center through promotions, special events and activities having broad appeal to the external markets before June 30, 1985.

C. NEDCO, INC., shall identify entrepreneurs who are currently owners and operators of "tourist" type operations located outside of the Nevada market in order to market the Apecial Activity Center. Fifty percent of the market approached by NEDCO, INC., that become involved in the Special Activity Center will be regarded as successful attainment of this objective from July 1, 1984 to June 30, 1985. NEDCO, INC., shall maintain a list of these clients and reflect this list in its Community Development Block Grant Monthly Status Reports.

EXHIBIT "B"

NEVADA ECONOMIC DEVELOPMENT COMPANY

REVOLVING LOAN FUND

SCOPE OF SERVICES

A. NEDCO, INC., shall make available low interest loans with long and short term amortization to create incentries for full participation in the Jackson Avenue Commercial Revitalization (NCR) project.

i) NEDCO, INC., shall provide no less than five (5) long term low interest rate loans to facilitate the completion of the NCR project between July 1, 1984 and June 30, 1985.

ii) NEDCO, INC., shall provide working capital lines of credit and other eligible activities according to the program's Revolving Loan Fund Administrative Plan between July 1, 1984 and June 30, 1985.

iii) NEDCO, INC., shall update and provide to the City's Community Development program staff the Revolving Loan Fund Administrative Plan before September 30, 1984, or prior to NEDCO, INC., requesting a draw against the 1984-85 loan funds appropriation.

EXHIBIT "B"

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 26, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: AUTHORIZATION TO EXECUTE A LEASE AGREEMENT FOR THE USE OF THE JEFFERSON RECREATION CENTER BETWEEN THE CITY OF LAS VEGAS AND THE OPPORTUNITIES INDUSTRIALIZATION CENTER

PURPOSE/BACKGROUND

The City of Las Vegas, through its Eighth and Ninth Year Community Development Block Grant Program, allocated a total of $135,000 to the Opportunities Industrialization Center for the renovation of the Jefferson Recreation Center, a City-owned property located at "D" and Jefferson. Besides conducting a youth employment, training and counseling center, the Opportunities Industrialization Center also has economic development planning responsibilities for the Special Impact Area granted by the Economic Development Administration of the U. S. Department of Commerce.

Since occupying the building, the OIC has brought the building completely up to code and its renovation has had a positive impact to the aesthetics of the area.

The Lease Agreement is essentially a housekeeping chore which will assure the City of insurance coverage for the building, thus removing the City from liability in the event of loss. The lease also sets out the uses of the property, responsibility for maintenance as well as length of the lease and rent for the premises.

FISCAL IMPACT

Rental income to the City.

RECOMMENDATIONS

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

Richard B. Blue

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

Agenda Item

IV. (d) C.

LEASE

THIS AGREEMENT, made and entered into this 4th day of April, 1984, by and between the CITY OF LAS VEGAS, a Municipal Corporation, hereinafter called "Lessor", and the OPPORTUNITIES INDUSTRIALIZATION CENTER, INC., hereinafter called "Lessee".

W I T N E S S E T H:

WHEREAS, OPPORTUNITIES INDUSTRIALIZATION CENTER, INC. wishes to lease certain premises known as the "Jefferson Recreation Center" located at "D" and Jefferson Avenue, Las Vegas, Nevada, for a period of one year beginning April 4, 1984 and terminating at April 3, 1985;

WHEREAS, the aforesaid real property and the appurtenances thereto have been vandalized and almost completely destroyed by certain unknown vandals; and

WHEREAS, the CITY OF LAS VEGAS, through its Community Development Block Grant Program, allocated funds for the OPPORTUNITIES INDUSTRIALIZATION CENTER, INC. to renovate the Jefferson Center to be utilized as a youth employment training and counseling center on the west side of the City of Las Vegas, Nevada; and

WHEREAS, Lessor is amenable to the leasing of the aforesaid real property located at "D" and Jefferson Avenue, Las Vegas, Nevada, known as the "Jefferson Recreational Center", provided that the OPPORTUNITIES INDUSTRIALIZATION CENTER, INC. will reconstruct and rebuild the building located on the aforesaid real property as known as "Jefferson Recreation Center" at no expense to the Lessor.

NOW, THEREFORE, it is hereby covenanted and agreed by and between the parties hereunto as follows:

1. That the Lessee hereby leases said premises as hereinbefore more fully described and agrees to rebuild and reconstruct said building so that it will be suitable for use as a youth employment training and counseling center.

. . . .

2. That the Lessee shall provide or make provisions to acquire all the necessary labor and materials to reconstruct and rebuild the aforesaid center.

3. That at no time will the Lessor be responsible for any of the debts or liabilities incurred in the rebuilding of the aforesaid center.

4. During the term of this Lease, Lessee covenants and agrees to obtain and maintain at the Lessee's expense, satisfactory to the Lessor, standard form fire and hazard insurance for the building in the minimum amount of $ 207,900.00 , and general liability insurance protecting the Lessee and Lessor, as an additional insured, in such policy, against any such claim for property damage up to $25,000.00, and against any claim for personal injury up to $100,000.00, with respect to any one claim, and up to $300,000.00 with respect to any one accident, and to furnish Lessor with certificates of said insurance policies. The amount of the fire and hazard insurance is to be adjusted annually to reflect the replacement cost of the building. Said insurance policies shall require the insurer to notify the lessor 30 days in advance of cancellation.

5. Said Lessee shall not use or permit said premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes which the said premises are hereby leased; nor shall Lessee sell or permit to be kept, used, or sold, in or about said premises, any article or articles which may be prohibited by the standard form of fire and public liability insurance policies.

6. Lessee shall, at its sole cost and expense, comply with any and all requirements pertaining to said premises, of any insurance organization or company, necessary for the maintenance of the reasonable fire, hazard and public liability insurance, covering said building and appurtenances which are maintained on said premises.

7. That Lessee shall not use or permit said premises, or any part thereof, to be used for any purpose or purposes other than for which

the said premises are hereby leased, and, specifically, said premises shall not be used for any commercial or profit-making ventures, except for the benefit of the aforesaid, OPPORTUNITIES INDUSTRIALIZATION CENTER, INC., and its members.

8. That once Lessee has rebuilt and restored the appurtenances upon the real property in question, Lessee shall, at its sole cost, keep and maintain said premises and appurtenances and every part thereof, including glazing, sidewalks adjacent to said premises and the interior of the premises in good and sanitary order, condition and repair.

9. That in consideration of said premises and the appurtenances thereto being leased to the Lessee, Lessee will surrender the premises in question in good and sanitary order, condition and repair and agree on the last day of the term of this Lease as hereinafter more fully designated, or sooner termination of this Lease, to surrender unto Lessor all and singular said premises with said appurtenances in good condition and repair.

10. That the Westside Athletic Association of Las Vegas, Inc. shall have the access and use of the rear portion of the "Jefferson Recreation Center" upon request made by Mr. Spurgeon Daniels of the Westside Athletic Association of Las Vegas, Inc. to the Lessee and under such terms and conditions as determined to be reasonable by the Lessee for such use.

11. That the term of this Lease shall be on a year-to-year basis, commencing the 4th day of April, 1984 and ending the 3rd day of April, 1985; that thirty days prior to the expiration of said Lease, the Lessee shall make application to the City Council of the City of Las Vegas, Nevada, for renewal of said Lease for one additional year.

12. That Lessee does hereby covenant that it shall pay rent for the premises in the amount of $10.00 the first year, and $10.00 each year the lease is renewed unless the parties agree to a different amount. The first of said payments is to be made on the execution hereof, and

each subsequent payment to be made on or before the 3rd day of April of each year that this Lease is renewed for an additional year by the parties hereto.

13. Once the building on the premises has been completely restored by the Lessee, the Lessee shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, and Lessee shall not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, shall become at once a part of the realty and shall belong to Lessor.

14. Lessee shall keep the premises and the property in which the premises are situated, free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

15. Lessee shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force. The judgement of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

16. Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares and merchandise in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair as

herein provided.

17. Lessee shall pay for all water, gas, water, heat, light, power, telephone service and all otner service supplied to the said premises and, in addition thereto, any and all assessments as may hereafter be levied against said premises.

18. After the Lessee has restored the building in question, Lessee shall permit Lessor and its agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-liability for alterations, additions, or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned.

19. In the event of a partial destruction of said premises during the said term, Lessor may elect to terminate this Lease upon ten (10) days written notice to Lessor. In the event of total destruction in which the said premises may be situated, the Lease shall be terminated.

20. Lessee shall not assign this Lease, or any interest therein, and shall not sublet the said premises or any part thereof, except as provided herein, or any right or privilege appurtenant thereto, or suffer any other person (the agents of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by anotner person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Lessor, terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable, without the written consent of the Lessor.

21. In the event that all or substantially all of the leased premises shall be taken as a result of the exercise of power of eminent domain, this Lease shall terminate as of the date of the taking, pursuant to such proceeding.

22. In the event of any breach of this Lease by Lessee, then Lessor besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Lessee.

23. All notices to be given to Lessee may be given in writing personally or by depositing the same in the United States mail, postage prepaid, and addressed to Lessee at the said premises, whether or not Lessee has departed from, abandoned or vacated the premises.

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

OPPORTUNITIES INDUSTRIALIZATION CENTER, INC.

BY _____
WESLEY KIRK, CHAIRMAN OF THE BOARD

CITY OF LAS VEGAS, NEVADA,
a Municipal Corporation

BY William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST: Carol A. Hawley
Carol Ann Hawley
City Clerk

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AGENDA

City of Las Vegas

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

ITEM	Council Action	Department Action
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		
*A. AWARD OF BIDS	Lurie - APPROVED Items A, B and C as recommended. Unanimous	Staff to proceed
1. Traffic Signal Heads Department of Engineering Services		
2. Traffic Signal Poles and Mast Heads Department of Engineering Services		
3. Fuel Storage Tank Department of General Services		
*B. AWARD OF ANNUAL CONTRACTS & AGREEMENTS	APPROVED See Above	See Above
1. Equipment Rental Department of Public Services		
2. Fencing Material Department of Public Services		
3. Replacement Street Light Luminaire Department of Public Services		
4. Expendable Sprinkler Parts Department of Recreation & Leisure Activities		

APPROVED AGENDA ITEM

mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

0030

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. CODL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

1. BID TITLE: SIGNAL HEADS — BID NUMBER: 84.1830.2
ITEM: CAPITAL — ESTIMATE: $35,000.00
DEPARTMENT: ENGINEERING SERVICES — INVITATIONS MAILED: 20
FUNDING: TRAFFIC SIGNAL CAPITAL IMPROVEMENT (100%) — RESPONSES RECEIVED: 5

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO COMPLY WITH AGREEMENT TO INSTALL LEFT TURN PROTECTION AT SEVEN (7) INTERSECTIONS.

BID ABSTRACT SUMMARY

MIDWEST SIGNAL SYSTEMS	ARVADA	CO	$28,296.00
LFE/TRAFFIC CONTROL	TORRANCE	CA	$29,900.00
ECONOLITE	ANAHEIM	CA	$32,945.00
BUDD SALES CO.	ANAHEIM	CA	$35,095.00
GM SERVICES	SUNNYVALE	CA	$12,962.00 (INCOMPLETE)

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

MIDWEST SIGNAL SYSTEMS	ARVADA	CO	$28,296.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE TRAFFIC SIGNAL CAPITAL IMPROVEMENT FUND (100%).

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)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (9) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

2.	BID TITLE:	POLES AND MAST ARMS FOR TRAFFIC SIGNALS	BID NUMBER:	84.1830.3
	ITEM:	CAPITAL	ESTIMATE:	$30,000.00
	DEPARTMENT:	ENGINEERING SERVICES	INVITATIONS MAILED:	13
	FUNDING:	TRAFFIC SIGNAL CAPITAL IMPROVEMENT (100%)	RESPONSES RECEIVED:	6

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO COMPLY WITH AGREEMENT TO INSTALL LEFT TURN PROTECTION AT SEVEN (7) INTERSECTIONS.

BID ABSTRACT SUMMARY

UNION METAL CORP.	CARSON	CA	$32,441.00
AMERON POLE PRODUCTS	MONTERY PARK	CA	$35,423.00
GRAYBAR ELECTRIC	LAS VEGAS	NV	$37,866.90
R K SALES	LAS VEGAS	NV	$38,546.00
STANDARD WHOLESALE	LAS VEGAS	NV	$38,677.00
VEPED TRAFFIC CONTROLS	OKALAHOMA CITY	OK	$41,769.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

UNION METAL CORP.	CARSON	CA	$32,441.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE TRAFFIC SIGNAL CAPITAL IMPROVEMENT FUND (100%).

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 (9)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*A. AWARD OF BIDS

3.	BID TITLE:	10,000 GALLON FUEL STORAGE TANK	BID NUMBER:	84.3460.5
	ITEM:	CAPITAL IMPROVEMENT	ESTIMATE:	$12,000.00
	DEPARTMENT:	GENERAL SERVICES	INVITATIONS MAILED:	11
	FUNDING:	VEHICLE SERVICES	RESPONSES RECEIVED:	3

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE ADEQUATE FUEL STORAGE CAPACITY IN CONJUCTION WITH THE AUTOMATED FUEL SYSTEM INSTALLATION.

BID ABSTRACT SUMMARY

SER CON	LAS VEGAS	NV	$12,990.00
JOE'S SERVICE STATION MAINTENANCE	LAS VEGAS	NV	$13,500.00
PETROLEUM SYSTEMS AND MAINTENANCE	NORTH LAS VEGAS	NV	$15,425.00

STAFF RECOMMENDATION OF AWARD

THAT THE LOW BID BE AWARDED TO:

SER CON	LAS VEGAS	NV	$12,990.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE VEHICLE SERVICES FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION A PAGE 3
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. BID TITLE: EQUIPMENT RENTAL — BID NUMBER: 83.9999.10

ITEM: SERVICES — ESTIMATE: $831.00 UNIT PRICE
ANNUAL USAGE: $42,490.00

DEPARTMENT: PUBLIC SERVICES
DEVELOPMENTAL PROGRAMS — FUNDING: GENERAL FUND AND SANITATION FUND 75%
C.D.B.G 25%

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO OBTAIN HEAVY EQUIPMENT ON AN AS NEEDED 8ASIS FOR VARIOUS TASKS AND PROGRAMS WHEN CITY OWNED EQUIPMENT IS NOT AVAILA8LE OR NOT OWNED.

CONTRACT EXTENSION

WELLS CARGO, INC., AND R. C. 8ECKETT CONSTRUCTION HAVE AGREED TO EXTEND THEIR CONTRACTS FOR AN ADDITIONAL TWELVE (12) MONTHS FROM JULY 1, 1984, THROUGH JUNE 30, 1985 AT THE EXISTING CONTRACT PRICES AND TERMS. THIS EXTENSION WILL AFFORD THE CITY CONTINUED SERVICE THROUGH JUNE 30, 1985 AT 1983 PRICES WITH AN ESTABLISHED REPUTABLE CONTRACTOR.

STAFF RECOMMENDS

THAT THE TWELVE (12) MONTH EXTENSION BE GRANTED TO:

WELLS CARGO, INC.	LAS VEGAS	NV	$755.00 HOUR UNIT PRICE BID GROUPS I, II, III, AND V
R. C. BECKETT CONST.	LAS VEGAS	NV	$ 76.00 HOUR UNIT PRICE BID GROUP IV

(ESTIMATED ANNUAL USAGE: $42,490.00)

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE FROM THE SANITATION AND COMMUNITY DEVELOPMENT 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, Director
Department of General Services

Agenda Item

SECTION B PAGE 1
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

2. BID TITLE:	FENCING MATERIAL	BID NUMBER:	83.9999.22
ITEM:	EXPENDABLE	ESTIMATE:	$20,000.00
DEPARTMENT:	PUBLIC SERVICES	FUNDING:	GENERAL FUND

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PRDVIDE FENCING MATERIALS AND FITTINGS FOR USE OF THE MAINTENANCE DIVISION IN THE INSTALLATION AND REPAIR OF FENCING AT CITY FACILITIES.

CONTRACT EXTENSION

THE TIBERTI COMPANY HAS AGREED TO EXTEND THIS CONTRACT FOR AN ADDITIONAL TWELVE (12) MONTHS FROM JULY 1, 1984 THROUGH JUNE 30, 1985 AT AN OVERALL COST INCREASE LESS THAN ONE PERCENT (1%). THIS EXTENSION WILL AFFORD THE CITY CONTINUED SERVICE THROUGH JUNE 30, 1985 WITH AN ESTABLISHED REPUTABLE CONTRACTOR.

STAFF RECOMMENDS

THAT THE TWELVE (12) MONTH EXTENSION BE GRANTED TO:

THE TIBERTI COMPANY	LAS VEGAS	NV	$20,000.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTIDN B PAGE 2
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

3.	BID TITLE:	LUMINAIRE CONTRACT	BID NUMBER:	83.9999.31
	ITEM:	EXPENDABLE	ESTIMATE:	$42,000.00
	DEPARTMENT:	PUBLIC SERVICES	FUNDING:	GENERAL FUND

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE NEW AND REPLACEMENT LUMINAIRES FOR STREETLIGHTS AS REQUIRED BY ELECTRICAL SERVICES.

CONTRACT EXTENSION

GRAYBAR ELECTRIC HAS AGREED TO EXTEND THIS CONTRACT FOR AN ADDITIONAL TWELVE (12) MONTHS FROM JULY 1, 1984, THROUGH JUNE 30, 1985, WITH A 5% INCREASE WHICH IS UNDER THE ALLOWABLE 10% INCREASE PROVIDED FOR IN THE ORIGINAL CONTRACT. THIS EXTENSION WILL AFFORD THE CITY CONTINUED SERVICE THROUGH JUNE 30, 1985 WITH AN ESTABLISHED REPUTABLE CONTRACTOR.

STAFF RECOMMENDS

THAT THE TWELVE (12) MONTH EXTENSION BE GRANTED TO:

GRAYBAR ELECTRIC	LAS VEGAS	NV	$42,000.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 3
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

4. BID TITLE: SPRINKLER PARTS — BID NUMBER: 83.9999.46

ITEM: EXPENDABLE — ESTIMATE: $30,000.00

DEPARTMENT: RECREATION AND LEISURE ACTIVITIES — FUNDING: GENERAL FUND

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE NEW AND REPLACEMENT PARTS FOR THE MAINTENANCE OF SPRINKLERS AT CITY FACILITIES BY THE PARKS DIVISION.

CONTRACT EXTENSION

THE CURRENT CONTRACTORS HAVE AGREED TO EXTEND THIS CONTRACT FOR AN ADDITIONAL TWELVE (12) MONTHS FROM JULY 1, 1984, THROUGH JUNE 30, 1985 WITHIN THE ALLOWABLE 10% INCREASE. THIS EXTENSION WILL AFFORD THE CITY CONTINUED SERVICE THROUGH JUNE 30, 1985 WITH AN ESTABLISHED REPUTABLE CONTRACTOR.

STAFF RECOMMENDS

THAT THE TWELVE (12) MONTH EXTENSION BE GRANTED TO:

				AVERAGE INCREASE
LAS VEGAS FERTILIZER	LAS VEGAS	NV	$20,000.00	5%
TURF EQUIPMENT SUPPLY	LAS VEGAS	NV	$10,000.00	9%

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 4
IV (g)

AGENDA

City of Las Vegas

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

ITEM	Council Action	Department Action
IV(g). DEPARTMENT OF GENERAL SERVICES PURCHASING & CONTRACTS DIVISION CONT'D		
*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS CONTINUED	Lurie - APPROVED Items A, B and C as recommended. Unanimous	Staff to proceed
5. Expendable Traffic Paint Department of Engineering Services		
6. Uniforms for Detention Officers Department of Detention & Correctional Services		
7. Water Treatment of Air Conditioning Towers Department of Public Services		
8. Chemicals for Waste Water Treatment Plant Department of Public Services		
9. Litter Abatement Department of Engineering Services		
*C. PURCHASE ORDER APPROVAL	APPROVED See Above	See Above
1. Annual Dues Payment Office of Budget & Management		

APPROVED AGENDA ITEM

mp Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

5.	BID TITLE:	TRAFFIC PAINT	BID NUMBER:	83.9999.53
	ITEM:	EXPENDABLE SUPPLIES	ESTIMATE: ANNUAL USAGE:	$22.30 UNIT PRICE $55,000.00
	DEPARTMENT:	ENGINEERING SERVICES	FUNDING:	GENERAL FUND

NEED FOR PURCHASE

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

CONTRACT EXTENSION

BAUER COATINGS DIVISION HAS AGREED TO EXTEND THIS CONTRACT FOR AN ADDITIONAL TWELVE (12) MONTHS FROM JULY 1, 1984, THROUGH JUNE 30, 1985 AT THE EXISTING CONTRACT PRICES AND TERMS. THIS EXTENSION WILL AFFORD THE CITY CONTINUED SERVICE THROUGH JUNE 30, 1985 AT 1983 PRICES WITH AN ESTABLISHED REPUTABLE CONTRACTOR.

STAFF RECOMMENDS

THAT THE TWELVE (12) MONTH EXTENSION BE GRANTED TO:

BAUER COATINGS DIVISION LOS ANGELES CA $22.30 UNIT PRICE

(ESTIMATED ANNUAL USAGE: $55,000.00)

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 5
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

6.	BID TITLE:	UNIFORM CONTRACT FOR MISDEMEANANT DETENTION CENTER	BID NUMBER:	83.9999.56
	ITEM:	EXPENDABLE	ESTIMATE:	$6,000.00
	DEPARTMENT:	DETENTION AND CORRECTIONAL SERVICES	FUNDING:	GENERAL FUND

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PRDVIDE UNIFORMS FOR THE CORRECTIDN OFFICERS AT THE DETENTION CENTER.

CONTRACT EXTENSION

HARRIS AND FRANK HAS AGREED TO EXTEND THIS CONTRACT FOR AN ADDITIONAL TWELVE (12) MONTHS FROM JULY 1, 1984, THROUGH JUNE 30, 1985 AT THE EXISTING CONTRACT PRICES AND TERMS. THIS EXTENSION WILL AFFORD THE CITY CONTINUED SERVICE THROUGH JUNE 30, 1985 AT 1983 PRICES WITH AN ESTABLISHED REPUTABLE CONTRACTOR.

STAFF RECOMMENDS

THAT THE TWELVE (12) MONTH EXTENSION BE GRANTED TO:

HARRIS AND FRANK	LAS VEGAS	NV	$6,000.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE GENERAL FUNO.

RECOMMENDATIONS

THE DEPARTMENT DF 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 6
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

7. BID TITLE:	WATER TREATMENT OF AIR CONDITIONING TOWERS	BID NUMBER:	83.9999.58
ITEM:	SERVICE	ESTIMATE:	$5,256.00
DEPARTMENT:	PUBLIC SERVICES	FUNDING:	GENERAL FUND

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO MAINTAIN AIR CONDITIONER TOWERS AND HOT WATER BOILERS IN PROPER OPERATING CONDITION THROUGH TREATMENT OF THE WATER AND SCHEDULED OPERATIONAL CHECKS WHICH REDUCES BUILD-UP OF SCALE.

CONTRACT EXTENSION

WATER CHEMISTS, INC. HAS AGREED TO EXTEND THIS CONTRACT FOR AN ADDITIONAL TWELVE (12) MONTHS FROM JULY 1, 1984, THROUGH JUNE 30, 1985 AT THE EXISTING CONTRACT PRICES AND TERMS. THIS EXTENSION WILL AFFORD THE CITY CONTINUED SERVICE THROUGH JUNE 30, 1985 AT 1983 PRICES WITH AN ESTABLISHED REPUTABLE CONTRACTOR.

STAFF RECOMMENDS

THAT THE TWELVE (12) MONTH EXTENSION BE GRANTED TO:

WATER CHEMISTS, INC.	NORTH LAS VEGAS	NV	$5,256.00

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 7
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

8. BID TITLE: CHEMICALS FOR MASKING ODORS AT THE WASTEWATER TREATMENT PLANT — BID NUMBER: 83.9999.74

ITEM: EXPENDABLE SUPPLIES — ESTIMATE: $30.40 UNIT PRICE; ANNUAL USAGE: $30,000.00

DEPARTMENT: PUBLIC SERVICES — FUNDING: SANITATION FUND

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO MASK OFFENSIVE ODORS ADJACENT TO THE SLUDGE DRYING BEDS AND SURROUNDING AREA AT THE CITY OF LAS VEGAS WASTEWATER TREATMENT PLANT.

CONTRACT EXTENSION

QUALI-CHEM CO., AND ZEP MANUFACTURING CO. HAVE AGREED TO EXTEND THEIR CONTRACTS FOR AN ADDITIONAL TWELVE (12) MONTHS FROM JULY 1, 1984, THROUGH JUNE 30, 1985 AT THE EXISTING CONTRACT PRICES AND TERMS. THIS EXTENSION WILL AFFORD THE CITY CONTINUED SERVICE THROUGH JUNE 30, 1985 AT 1983 PRICES WITH AN ESTABLISHED REPUTABLE CONTRACTOR.

STAFF RECOMMENDS

THAT THE TWELVE (12) MONTH EXTENSION BE GRANTED TO:

			UNIT PRICE
QUALI-CHEM CO.	HENDERSON	NV	$13.90 (BID GROUP I ONLY)
ZEP MANUFACTURING CO.	CARSON CITY	NV	$16.50 (BID GROUP II ONLY)

(ANNUAL ESTIMATED USAGE: $30,000.00)

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE SANITATION FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION B PAGE 8
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 23, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*B. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

9. BID TITLE:	LITTER ABATEMENT	BID NUMBER:	83.9999.81
ITEM:	SERVICES	ESTIMATE: ANNUAL USAGE:	$442.00 UNIT PRICE $46,875.00
DEPARTMENT:	ENGINEERING SERVICES	FUNDING:	PUBLIC SERVICES REIMBURSEMENT

NEED FOR PURCHASE

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

CONTRACT EXTENSION

WAYNE'S TRUCKING HAS AGREED TO EXTEND THIS CONTRACT FOR AN ADDITIONAL TWELVE (12) MONTHS FROM JULY 1, 1984, THROUGH JUNE 30, 1985 AT THE EXISTING CONTRACT PRICES AND TERMS. THIS EXTENSION WILL AFFORD THE CITY CONTINUED SERVICE THROUGH JUNE 30, 1985 AT 1983 PRICES WITH AN ESTABLISHED REPUTABLE CONTRACTOR.

STAFF RECOMMENDS

THAT THE TWELVE (12) MONTH EXTENSION BE GRANTED TO:

WAYNE'S TRUCKING LAS VEGAS NV $442.00 UNIT PRICE

(ESTIMATED ANNUAL USAGE: $46,875.00)

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 83-84. FUNDS ARE AVAILABLE IN THE PULBIC SERVICES REIMBURSEMENT 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 9
IV (g)

City of Las Vegas

AGENDA DOCUMENTATION

Date: MARCH 28, 1984

TO: The City Council

FROM: MICHAEL P. COOL, DEPUTY CITY MANAGER

SUBJECT: AGENDA - CITY COUNCIL MEETING - APRIL 4, 1984
IV (g) DEPARTMENT OF GENERAL SERVICES

PURPOSE/BACKGROUND

*C. PURCHASE ORDER APPROVAL

1. ITEM: ANNUAL DUES — PURCHASE REQUEST: 1400-276

DESCRIPTION: PAYMENT — FUNDING: GENERAL FUND

DEPARTMENT: OFFICE OF BUDGET AND MANAGEMENT — ESTIMATE: $21,147.50

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO PROVIDE PAYMENT FOR THE ANNUAL DUES ASSESED TO THE CITY OF LAS VEGAS FOR MEMBERSHIP IN THE NEVADA LEAGUE OF CITIES.

STAFF RECOMMENDATION

FOR PURCHASE ORDER APPROVAL

NEVADA LEAGUE OF CITIES	CARSON CITY NV	$21,147.50

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR B3-84. FUNDS ARE AVAILABLE IN THE GENERAL FUND.

RECOMMENDATIONS

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

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

Dan R. Pilkington, Director
Department of General Services

Agenda Item

SECTION C PAGE 1
IV (g)

AGENDA

City of Las Vegas

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

ITEM	Council Action	Department Action
IV (i). DEPARTMENT OF ENGINEERING SERVICES C. E. GILPIN, DIRECTOR *CONSENT AGENDA All matters listed under Items A and B, recommended for approval by the staff, are considered to be routine by the City Council and may be enacted by one motion. However, any item may be discussed if a Council member or citizen so requests.		
*A. APPROVAL OF SUBDIVISION MAPS It is recommended that the following final map be approved subject to posting of bonds and signing of agreements and plans within thirty days. All engineering designs are being processed. 1. Tonopah Springs. (Robert Conn - property generally located on the southeast corner of Tonopah Drive and Washington Avenue, No. of acres: 0.6, No. of lots: 5, Zoned R-3)	Lurie - APPROVED Items A and B as recommended. Unanimous	Staff to proceed
*B. ACCEPTANCE OF SUBDIVISION IMPROVEMENTS All offsite improvements on the following subdivision have been completed in accordance with agreements and City standards except for the final correction list. 1. Woodcrest Unit 4. (Nevada Savings & Loan - property generally located south of Alexander Rd., west of Torrey Pines Dr., No. of acres: 28.3, No. of lots: 108, Zoned R-1 and R-D)	APPROVED See Above	See Above

APPROVED AGENDA ITEM

0045

AGENDA

City of Las Vegas

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

April 4, 1984
Page 12

ITEM	Council Action	Department Action
IV (i). DEPARTMENT OF ENGINEERING SERVICES (Continued)		
C. REPORTS/ACTION	Lurie - APPROVED Items 1, 2, 3 and 5 as recommended. Unanimous	Staff to proceed
1. Request from W. O. Wilkes and Donald Curry-Allen for an Encroachment Agreement at 2201-2205 Paradise Rd.		
2. Request from Doyle E. Jordan for an Encroachment Agreement at 1700 Bannie Ave.	APPROVED See Above	See Above
3. Request from Scott W. Brown for an Encroachment Agreement at 801 South Seventh St.	APPROVED See Above	See Above
4. Approval of Refunding Agreement for sanitary sewer in Lake Mead Blvd. from Saylor Way to Lirio Way.	Christensen - APPROVED Unanimous	Staff to proceed
5. Request from Dennis Dillon for an Encroachment Agreement at 13 E. Gass Ave.	Lurie - APPROVED Items 1, 2, 3 and 5 as recommended. Unanimous	Staff to proceed

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 22, 1984

TO:
The City Council

FROM:
DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST FROM W. O. WILKES AND DONALD CURRY-ALLEN FOR AN ENCROACHMENT AGREEMENT AT 2201-2205 PARADISE RD.

PURPOSE/BACKGROUND

This request is to allow asphalt paving and planters in the public right of way in conjunction with a medical office.

There is two feet of right of way in back of the existing sidewalk. The planters and the paving are to be placed in this two foot area.

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

FISCAL IMPACT

None.

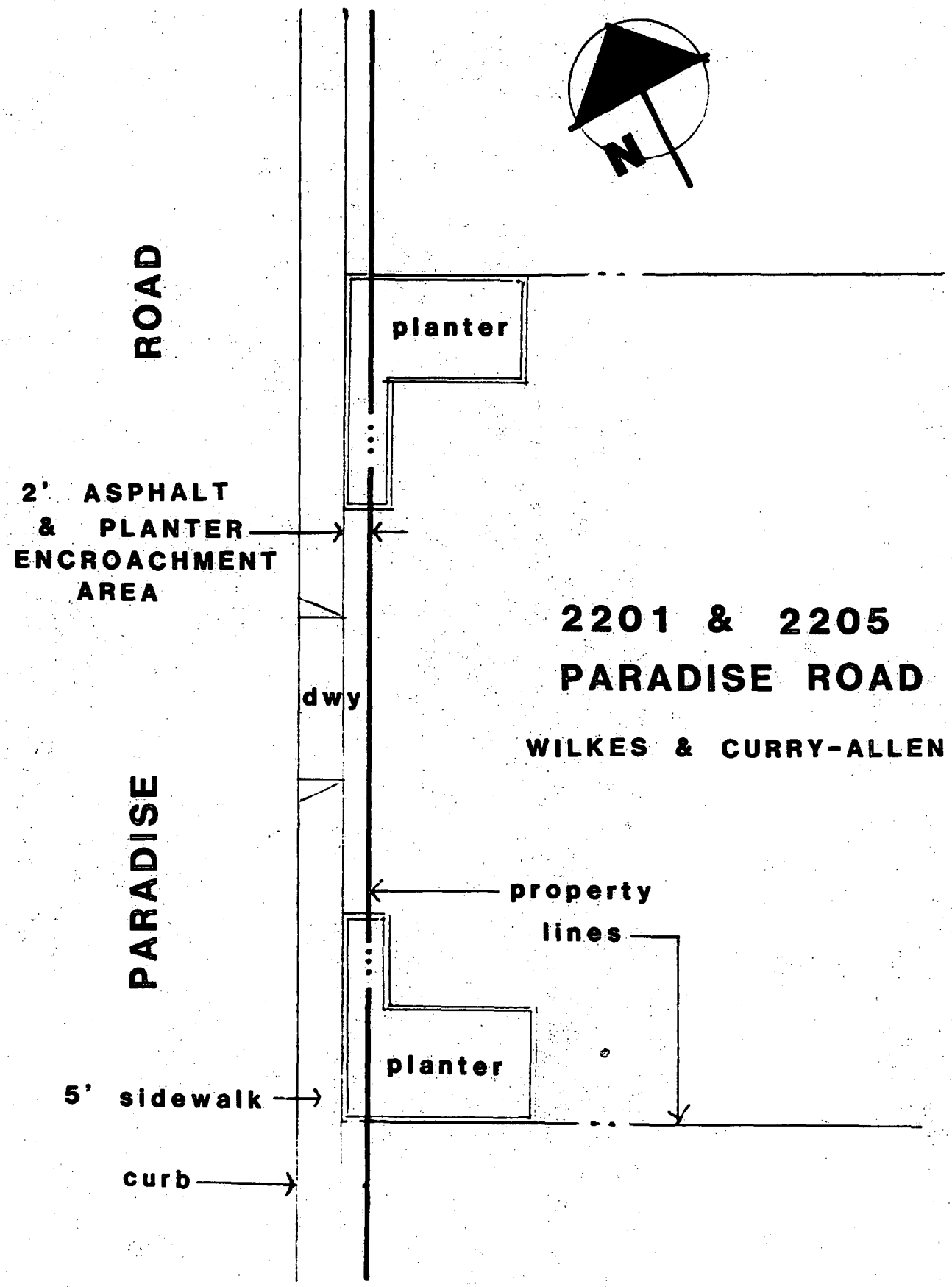
RECOMMENDATIONS

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

C. E. GILPIN
Director of Engineering Services

Agenda Item 4/4/84

IV (i). C. 1


N
ROAD
planter
2' ASPHALT
& PLANTER
ENCROACHMENT
AREA
2201 & 2205
PARADISE ROAD
WILKES & CURRY-ALLEN
dwy
PARADISE
property
lines
planter
5' sidewalk
curb

SIGNET MEDICAL GROUP, INC.
D. CURRY-ALLEN, D.O., PRESIDENT
WAYMAN O. WILKES, ADMINISTRATOR
Medical Weight Control

11932 RAMONA BLVD. / EL MONTE, CA 91732 / (213) 443-8895
322 N. AZUSA AVE. / WEST COVINA, CA 91790 / (213) 967-6247
14748-J E. WHITTIER BLVD. / WHITTIER, CA 90605 / (213) 945-1141
1615 INDIAN HILL BLVD. / POMONA, CA 91766 / (714) 621-5861
5931 BEACH BLVD. / BUENA PARK, CA 90620 / (714) 994-2160
414 N. LAKE AVENUE / PASADENA, CA 91101 / (213) 577-0325
1266-B E. LAS TUNAS DR. / SAN GABRIEL, CA 91775 / (213) 285-1101
108 N. EUCLID AVENUE / ONTARIO, CA 91762 / (714) 988-8487
18335 E. COLIMA RD. / ROWLAND HEIGHTS, CA 91748 / (213) 912-1668
826 N. HACIENDA BLVD. / LA PUENTE, CA 91744 / (213) 961-9394
2201 PARADISE ROAD / LAS VEGAS, NV 89104 / (702) 798-0770

March 12, 1984

City of Las Vegas
Dept. of Engineering Services
400 East Stewart Street
Las Vegas, NV 89101

Gentlemen:

We, the undersinged, are owners of Lots Seven (7) and Eight (8) in Block One of PARADISE VILLAGE TRACT NO. 1, as shown by map thereof on file in Book 3 of Plats, page 2, in the Office of the County Recorder of Clark County, Nevada. Property is commonly known as 2201 and 2205 Paradise Road.

In order to comply with the City's request that we install new planters in front of the buildings and our desire to remove and replace the very old black-top and replace it with new black-top find it necessary to request that we be allowed to encroach upon the Public Right-of-way. This encroachment will extend across the entire width of the property 120 feet and will be for a maximum distance of 4'6" of which the City has already taken a portion for street widening and will be for a minimum of 2"0".

Respectfully submitted.

Wayman O. Wilkes, Owner

Donald Curry-Allen, D.O.

Donald Curry-Allen, Owner

P.S. Additional information may be obtained from Roy W. Taylor, General Contractor, at 367-8940 or 453-6842.

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 22, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST FROM DOYLE E. JORDAN FOR AN ENCROACHMENT AGREEMENT AT 1700 BANNIE AVE.

PURPOSE/BACKGROUND

This request is to allow the extension of a block wall into public right of way on the side property line of a single family residence.

Bannie Ave. dead-ends at the side property line of this lot. The wall will extend 10 feet past the property line out to the back of curb.

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

FISCAL IMPACT

None.

RECOMMENDATIONS

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

C. E. GILPIN
Director of Engineering Services

Agenda Item 4/4/84

IV (i). C. 2

March]9,]984

Dennes B. Jensen, P.E.
Chief, Land Development
& Flood Control Division
Dept. of Public Services
Las Vegas City Hall
400 E. Stewart
Las Vegas, NV 89]0]

Dear Mr. Jensen:

Please accept my application for consideration of a ten (]0) foot encroachment on City property for an extension of an eight foot block wall to the curb line along the East side of my residential property located at]700 Bannie Avenue, Las Vegas.

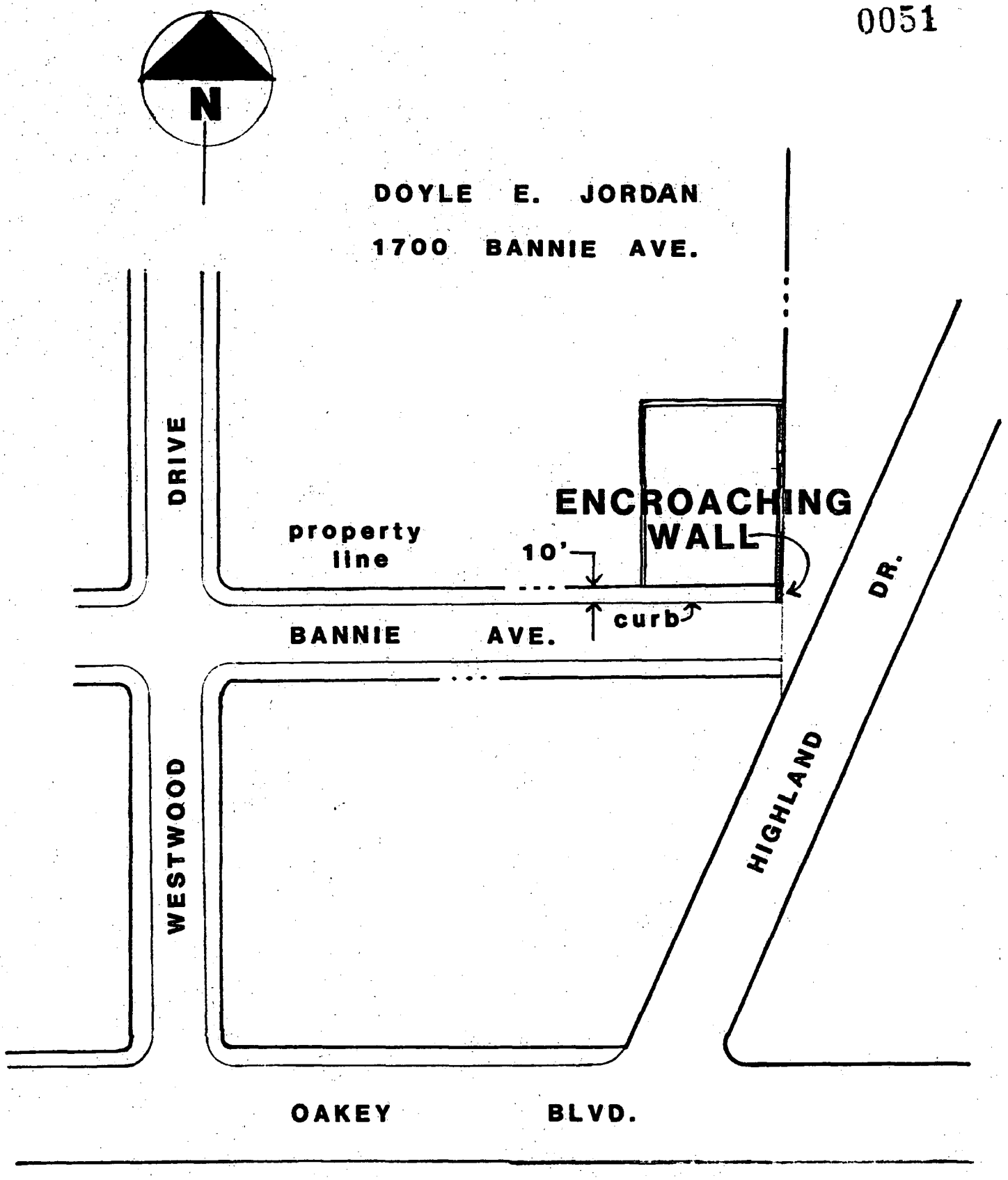
This street Dead Ends at this line and it would be very beneficial for safety reasons to extend this fence.

Your consideration would be appreciated.

Sincerely,

Doyle E JOrdan,
property owner

0051


N
DOYLE E. JORDAN
1700 BANNIE AVE.
DRIVE
ENCROACHING WALL
property line
10'
curb
BANNIE AVE.
DR.
HIGHLAND
WESTWOOD
OAKEY BLVD.

City of Las Vegas

AGENDA DOCUMENTATION

0052

Date: March 22, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST FROM SCOTT W. BROWN FOR AN ENCROACHMENT AGREEMENT AT 801 SOUTH SEVENTH ST.

PURPOSE/BACKGROUND

This request is to allow landscaping in the public right of way at 801 South Seventh St. in conjunction with a medical office.

There is 10 feet of public right of way between the back of sidewalk and the applicant's property line on Gass Ave. and 8 feet on Seventh St. This area will be landscaped with lawn and small shrubs. There will be a permanent sprinkler system.

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

FISCAL IMPACT

None.

RECOMMENDATIONS

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

C. E. GILPIN
Director of Engineering Services

Agenda Item 4/4/84

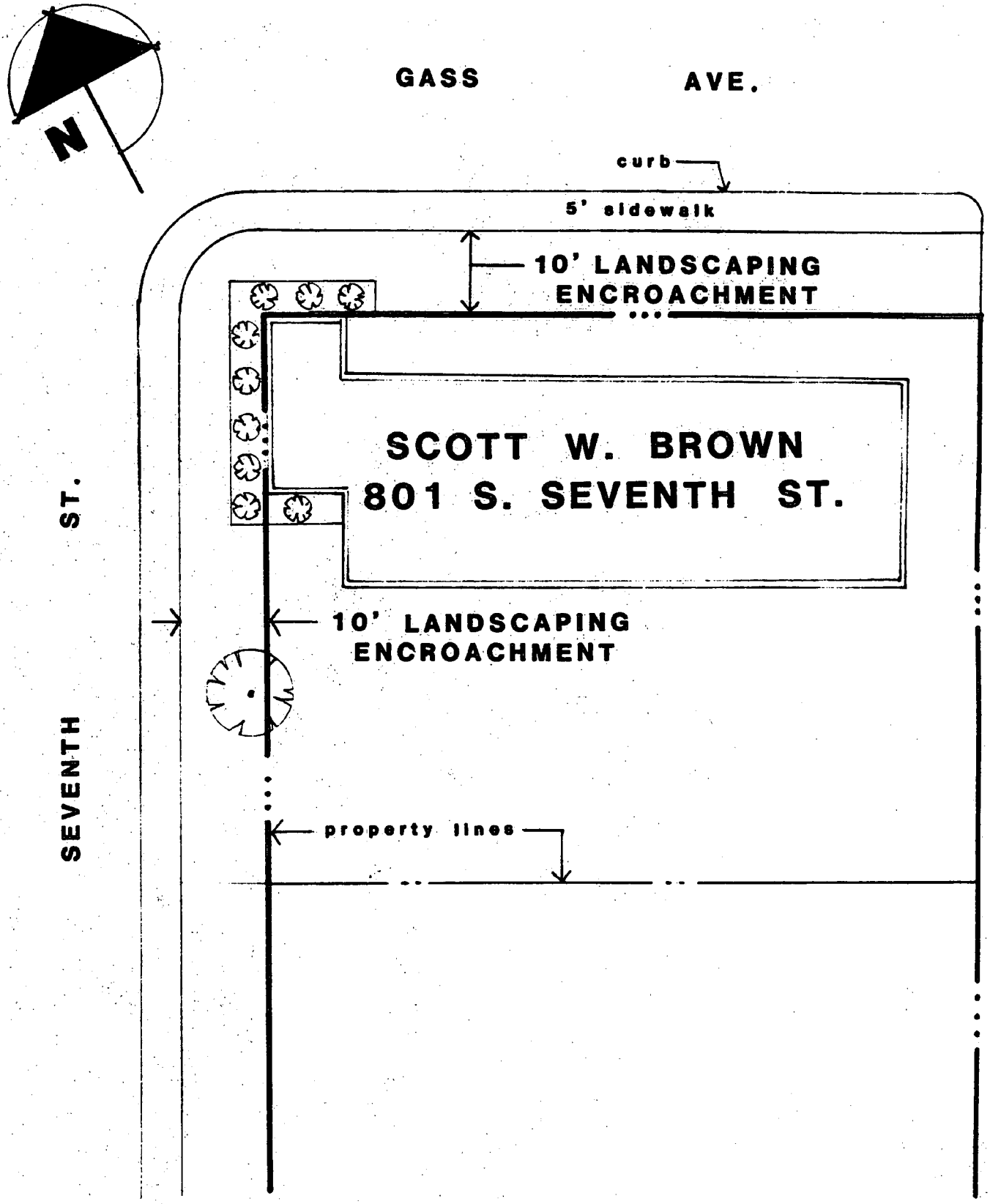
IV (i). C. 3

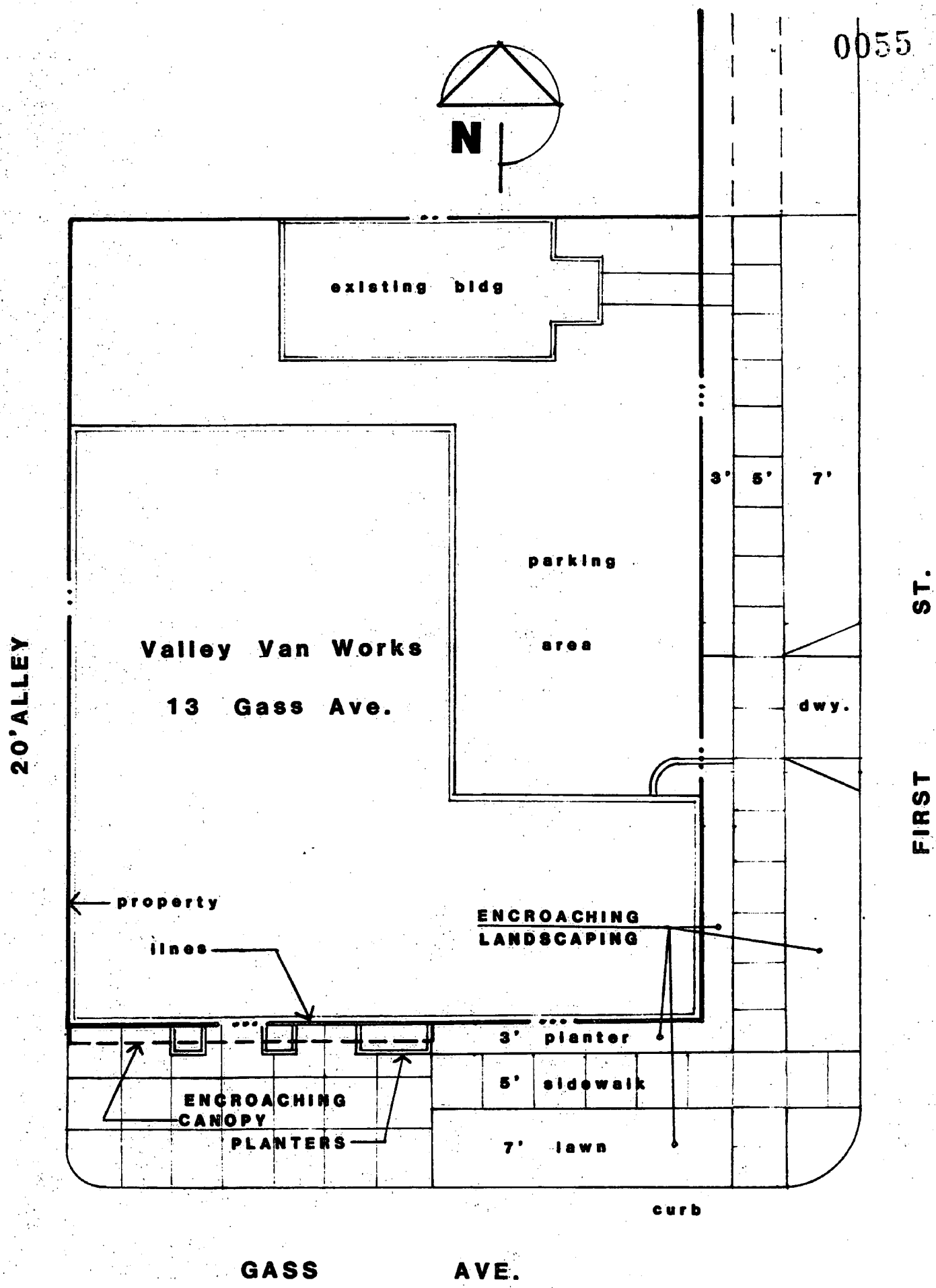
THE FOLLOWING PAGE(S) ARE ILLEGIBLE/POOR QUALITY

SANCHEZ CONSTRUCTION CO.
1140 MELVILLE DR. • LAS VEGAS, NEVADA 89102
(702) 878-5162

I request an encroachment for the use of installing landscaping to meet the condition of a zone variance approval by the City Commissioners

Wayne L Zugn
"LESSEE"


N
GASS AVE.
curb
5' sidewalk
10' LANDSCAPING ENCROACHMENT
SCOTT W. BROWN
801 S. SEVENTH ST.
SEVENTH ST.
10' LANDSCAPING ENCROACHMENT
property lines


N
existing bldg
3'
5'
7'
parking
area
Valley Van Works
13 Gass Ave.
20'ALLEY
dwy.
FIRST ST.
property
lines
ENCROACHING
LANDSCAPING
3' planter
5' sidewalk
7' lawn
ENCROACHING
CANOPY
PLANTERS
curb
GASS AVE.

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 28, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF REFUNDING AGREEMENT FOR SANITARY SEWER IN LAKE MEAD BLVD. FROM SAYLOR WAY TO LIRIO WAY

PURPOSE/BACKGROUND

Nevada Young American Homes, Inc. is currently developing their Sierra Oeste tract south of Lake Mead Blvd., west of Jones Blvd. In order to serve this subdivision and anticipated development to the west, it is necessary that the developer:

1. Extend a City of Las Vegas sewer in Lake Mead Blvd. from Saylor Way west to Lirio Way, a distance of approximately 2060 lineal feet;

2. Oversize the sewer as required by the City, from 8" diameter to 21" diameter.

City policy allows the reimbursement to the developer for his costs in this way:

For 1: Refund up to a maximum of 95% of the cost of extending the line to the tract boundary (less 200 feet) from connection fees received during the next 10 years, but not to exceed $23,123.87.

For 2: Pay the developer 100% of the additional cost of oversizing the line ($56,686.80) from the Sanitation Fund.

The City Attorney's office has reviewed the attached agreement and approves as to form.

FISCAL IMPACT

1. Up to a maximum of $23,123.87 to the developer from connection fees over the next 10 years.

2. $56,686.80 oversize costs to the developer after completion of construction.

RECOMMENDATIONS

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

C. E. GILPIN
Director of Engineering Services

Agenda Item 4/4/84

IV (i). C. 4

REFUNDING AGREEMENT
(Sewer Trunk Extension and Oversizing)

THIS AGREEMENT, made and entered into the 4th day of April, 1984, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as the "CITY OF LAS VEGAS"), and NEVADA YOUNG AMERICAN HOMES, INC. a Nevada corporation (hereinafter referred to as the "DEVELOPER")

W I T N E S S E T H:

WHEREAS, the CITY OF LAS VEGAS is the governmental entity entrusted with the responsibility of providing sewer service to the residents within its corporate limits; and

WHEREAS, the DEVELOPER is engaged in the development of property, entitled, to-wit: Sierra Oeste No. 2, which has been approved by the CITY OF LAS VEGAS; and

WHEREAS, the limited financial resources of the CITY OF LAS VEGAS prevents immediate extension of the municipal sewer system into the area proposed to be developed by the DEVELOPER; and

WHEREAS, Section 23 of the Supplement to the Uniform Plumbing Code of the City of Las Vegas, 1979 Edition, allows, at the discretion of the CITY OF LAS VEGAS, for the expansion of the municipal sewer system through the use of private funds; and

WHEREAS, said Section 23 further provides for partial reimbursement to the DEVELOPER of the costs of installing the sewer trunk extension; and

WHEREAS, it is the intent of the parties hereto to provide for reimbursement of those costs incurred by the DEVELOPER in (1) extending the existing municipal sewer system to, but not beyond, the boundary of the area of development, exclusive of the first two hundred feet (200'), and (2) installing a sewer line greater in size than normally needed to serve the DEVELOPER'S

area of development; and

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

SECTION I: DEFINITIONS

CONNECTION FEES - shall mean the fee or charge imposed by the CITY OF LAS VEGAS upon a property owner for the privilege of connecting into the municipal sewer system.

OVERSIZING - shall mean the installation by the DEVELOPER, at the request of the CITY OF LAS VEGAS, of a sewer line greater in size than needed to service the proposed area of development.

PLANS AND SPECIFICATIONS - shall mean the engineering designs and drawings showing the complete construction and installation of the sewer trunk extension which are on file in the Department of Engineering Services.

SEWER TRUNK EXTENSION - shall mean all materials and equipment, such as sewer lines, lateral connections, manholes and other related appurtenances, exclusive of any oversizing, which are constructed and installed between the terminus point of the existing municipal sewer system and the nearest tract boundary to be developed by the DEVELOPER. The distance of the sewer trunk extension is designated by the CITY OF LAS VEGAS on Exhibit "A" attached hereto and incorporated herein as part of this Agreement.

UNIFORM STANDARD SPECIFICATIONS - shall mean that publication entitled the "Uniform Standard Specifications for Public Works' Construction Off-site Improvements, Clark County Area, Nevada, 1978."

SECTION II: OBLIGATIONS OF DEVELOPERS

A. Covenant of Installation

1. The DEVELOPER hereby agrees to construct and install

the entire sewer trunk extension as shown on the Plans and Specifications. The CITY OF LAS VEGAS shall have the right to designate, as part of the Plans and Specifications, the size of the proposed sewer line, the depth at which it shall be laid and the number, the location and type of appurtenances, and any other relevant information considered necessary for the construction of the municipal sewer system.

The cost and expense of this installation shall be the responsibility of the DEVELOPER, who shall have the right to reimbursement as provided for under this Agreement.

2. The DEVELOPER, at his own cost and expense, agrees to perform all survey work necessary for the construction and installation of sewer trunk extension as provided for in the Plans and Specifications, without any right of reimbursement from the CITY OF LAS VEGAS.

B. Procurement of Bid Estimates

As a basis for the figures contained in Section IV, the DEVELOPER agrees to procure three (3) written bids from contractors duly licensed within the State of Nevada and acceptable to the CITY OF LAS VEGAS as to the cost of installation of the sewer trunk extension in the manner provided by the approved Plans and Specifications to the nearest boundary of the subject development. Excluded from these bid estimates shall be the cost of installing the first two hundred feet (200') of the sewer trunk extension. The CITY OF LAS VEGAS, if good cause exists, reserves the right to waive the requirements of obtaining these bid estimates.

C. Installation Standards

The DEVELOPER agrees that the sewer trunk extension shall be installed in a workmanlike manner and according to (1) the uniform Standard Specifications in effect at that time, and (2) the Plans and Specifications approved by the CITY OF LAS VEGAS.

SECTION III: RIGHT OF REIMBURSEMENT

It is understood and agreed by the parties hereto that the DEVELOPER shall have the following rights of reimbursement:

A. Oversizing: The DEVELOPER shall be reimbursed for the cost and expense of oversizing the sewer trunk extension, subject to the limitations contained under Section VII of this Agreement.

B. Sewer Trunk Extension: The DEVELOPER shall be reimbursed for the cost and expense of extending the existing municipal sewer system to the area of proposed development, subject to the limitations contained under Section VII of this Agreement. The maximum amount of such reimbursement is determined and designated under Section IV of this Agreement. The right of reimbursement applies only to the fees received by the CITY OF LAS VEGAS as connection charges from property owners connecting onto the sewer trunk extension, exclusive of the first two hundred feet (200').

SECTION IV: COST OF INSTALLATION AND AMOUNT REFUNDABLE

A. It is agreed by the parties hereto that the oversizing costs and the sewer trunk extension costs, subject to reimbursement under the terms of this Agreement, are as follows:

1. Oversizing Costs: $ 56,686.80

2. Sewer Trunk Extension Costs: $ 23,123.87

Calculation of these costs is contained on Exhibit "B", attached hereto and incorporated herein by this reference as part of this Agreement. Said costs have been submitted to, and approved by, the Department of Engineering Services.

B. It is agreed and understood that the figures contained on Exhibit "B" are based on estimates obtained by DEVELOPER and approved by the CITY OF LAS VEGAS, and represents the maximum amount which the DEVELOPER can expend for the construction and installation of the extended sewer system which is subject to reimbursement. All costs and expenses over and above the figures contained herein are the sole responsibility of the DEVELOPER.

If the actual costs of construction and installation are below the figures contained in Exhibit "B", then the DEVELOPER shall have the right of reimbursement only for the actual costs, subject to the limitations contained under Section VII.

SECTION V: OBLIGATIONS OF THE CITY OF LAS VEGAS

A. Oversizing: Within thirty (30) calendar days after the acceptance of sewer trunk extension, the CITY OF LAS VEGAS shall refund the differential costs resulting from the oversized sewer line as show as item 1 in subsection "A" under Section IV of this Agreement, provided, however, that said differential costs have actually been incurred and paid by the DEVELOPER. Evidence of payment of such costs shall be furnished to the CITY OF LAS VEGAS as a precondition to any refund.

B. Sewer Trunk Extension: On the first day of November of each year subsequent to the execution of this Agreement,

the CITY OF LAS VEGAS agrees, subject to the limitations of Section VII, to disburse to the DEVELOPER all of the funds received by the CITY OF LAS VEGAS during the preceding year as connection fees which were paid to the CITY OF LAS VEGAS for the privilege of connecting onto the sewer trunk extension.

C. With acceptance of the sewer trunk extension, the CITY OF LAS VEGAS agrees to be responsible for its operation and maintenance except as provided for under Section X pertaining to repairs necessitated by defective materials, negligent design or faulty workmanship.

SECTION VI: TIME OF PERFORMANCE

This Agreement shall commence with the execution date hereinbefore provided and shall be performed within the following time periods;

A. Oversizing: Reimbursement by the CITY OF LAS VEGAS shall be within thirty (30) days from the date of the sewer trunk extension is accepted by the CITY OF LAS VEGAS.

B. Sewer Trunk Extension: The right of reimbursement shall cease and terminate ten (10) years from the date of the execution hereof, regardless of whether the DEVELOPER has been fully reimbursed under the terms of this Agreement.

SECTION VII: LIMITATIONS ON THE RIGHT OF REFUND

A. Oversizing and Sewer Trunk Extensions: The right of reimbursement applies only to the costs of extending the sewer system from present termination point to the boundary of the area to be developed by the DEVELOPER. All costs and expense of installing the sewer system within the area of development shall be the sole expense

of the DEVELOPER and shall not be subject to reimbursement as provided under this Agreement.

B. Oversizing: The right of reimbursement shall be limited to the direct cost attributable to the requirement of oversizing by the CITY OF LAS VEGAS.

C. Sewer Trunk Extension: The right to reimbursement as provided under Section III herein shall be limited by, and subject to (i) the exclusion of the costs of constructing the first two hundred feet (200') of the sewer trunk extension, (ii) the right of the CITY OF LAS VEGAS to deduct from the connection fees that amount which it is then retaining for purposes of sewer bond debt repayment, and (iii) the requirements that in no event shall the aggregate amount of reimbursement exceed ninety-five percent (95%) of the construction costs of the sewer trunk extension.

For the purposes of this Agreement it is understood and agreed that the construction costs for construction and installation of the sewer trunk extension shall equal ninety-five percent (95%) of (i) the lowest bid estimate obtained by the DEVELOPER which is acceptable to the CITY OF LAS VEGAS, or (ii) the actual construction costs, whichever is the smaller of the two. In the event that the CITY OF LAS VEGAS waives the requirement of obtaining three (3) bid estimates for constructing and installing the sewer trunk extension, then the DEVELOPER'S reimbursement shall be limited to ninety-five percent (95%) of the estimated costs or the actual construction costs, whichever is lower.

SECTION VIII: GUARANTEE OF THE RIGHT OF ACCESS

A. To guarantee that the CITY OF LAS VEGAS shall have the right of access to any and all portions of the sewer

trunk extension for purposes of maintenance and repair, DEVELOPER agrees to dedicate an easement or fee title, whichever is requested, to the CITY OF LAS VEGAS of a twenty foot (20') portion of land which contains the sewer trunk extension.

B. Where the sewer trunk extension is part of a street to be dedicated to the public, then the right of access shall be obtained by the CITY OF LAS VEGAS as part of the dedication of the street. If the street which contains the sewer trunk extension is not to be dedicated for public uses, or if the proposed location of the sewer trunk extension is upon privately owned lands, then the DEVELOPER agrees to obtain a 20' wide easement or fee title, whichever is requested, and to convey said interest to the CITY OF LAS VEGAS.

C. Any easement conveyed to the CITY OF LAS VEGAS shall provide therein (i) the right to operate, maintain, repair, replace or relocate the sewer trunk extension, or to alter the size, number of pipelines or other appurtenances located within the easement, and (ii) that no buildings, structures, trees, shrubs or other improvements or obstacles shall be placed in or near the area of the easement in such a manner as to interfere with the use of the property as provided for herein.

SECTION IX: RIGHT OF INSPECTION

The CITY OF LAS VEGAS reserves, without any obligation being imposed hereunder, the right to inspect any part or portion of the construction and installation of the sewer trunk extension. The DEVELOPER agrees that any inspection conducted hereunder of the installation of sewer trunk extension, or the subsequent acceptance thereof, by the CITY OF LAS VEGAS does not relieve or release the DEVELOPER from responsibility or liability to the CITY

OF LAS VEGAS for defective materials, faulty workmanship or negligent design.

SECTION X: DEFECTIVE MATERIAL, NEGLIGENT DESIGN OR FAULTY WORKMANSHIP

The DEVELOPER agrees to accept any and all responsibility for defective materials, negligent design or faulty workmanship in the construction and installation of the sewer trunk extension.

Upon written notification by the CITY OF LAS VEGAS, the DEVELOPER covenants and agrees for a period of one year after the acceptance of the sewer trunk extension by the CITY OF LAS VEGAS, to correct the material defects, negligent design or faulty workmanship in sewer trunk extension. In the event that the DEVELOPER fails to make such corrections or refuses to agree to reimburse the CITY OF LAS VEGAS for the cost of making such corrections, then the CITY OF LAS VEGAS reserves the right to repair the sewer trunk extension and DEVELOPER hereby agrees to reimburse the CITY OF LAS VEGAS for the repair costs.

SECTION XI: OWNERSHIP

A. Upon completion of construction, and as a precondition to acceptance by the CITY OF LAS VEGAS, the DEVELOPER agrees to furnish a Bill of Sale for all sewer lines or other appurtenances constituting the sewer trunk extension conveying to the CITY OF LAS VEGAS all right, title and interest in said improvements and attesting to the fact that the improvements constituting the sewer trunk extension are free of all liens or other encumbrances.

B. It is agreed that the sewer trunk extension shall become and remain the exclusive property of the CITY OF LAS VEGAS after completion and its acceptance by the CITY OF LAS VEGAS.

SECTION XII: RIGHT OF TERMINATION

A. The CITY OF LAS VEGAS reserves the right to terminate

this Agreement for whatever reason upon the written notification to the DEVELOPER. Notification is effective thirty (30) days from the date that the written notification is delivered in person to the DEVELOPER or deposited with the United States Postal Service, postage prepaid, and properly addressed to the DEVELOPER.

B. Any funds expended on the part of the DEVELOPER for the construction and installation of the sewer system as of the effective date of termination of this Agreement shall be subject to refunding as provided herein.

SECTION XIII: ASSIGNMENT

This Agreement shall inure to the benefit of, and be binding upon, the successors, heirs or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto 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

RSS By William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol Ann Hawley
Carol Ann Hawley, City Clerk

NEVADA YOUNG AMERICAN HOMES, INC.

By R.W. Bayless

EXHIBIT "A"

SEWER MAIN EXTENSION IN LAKE MEAD BLVD.

1) COST OF OVERSIZING $66,666.60

2) AMOUNT OF LINE EXTENSION

REIMBURSABLE UNDER THIS AGREEMENT $23,123.67

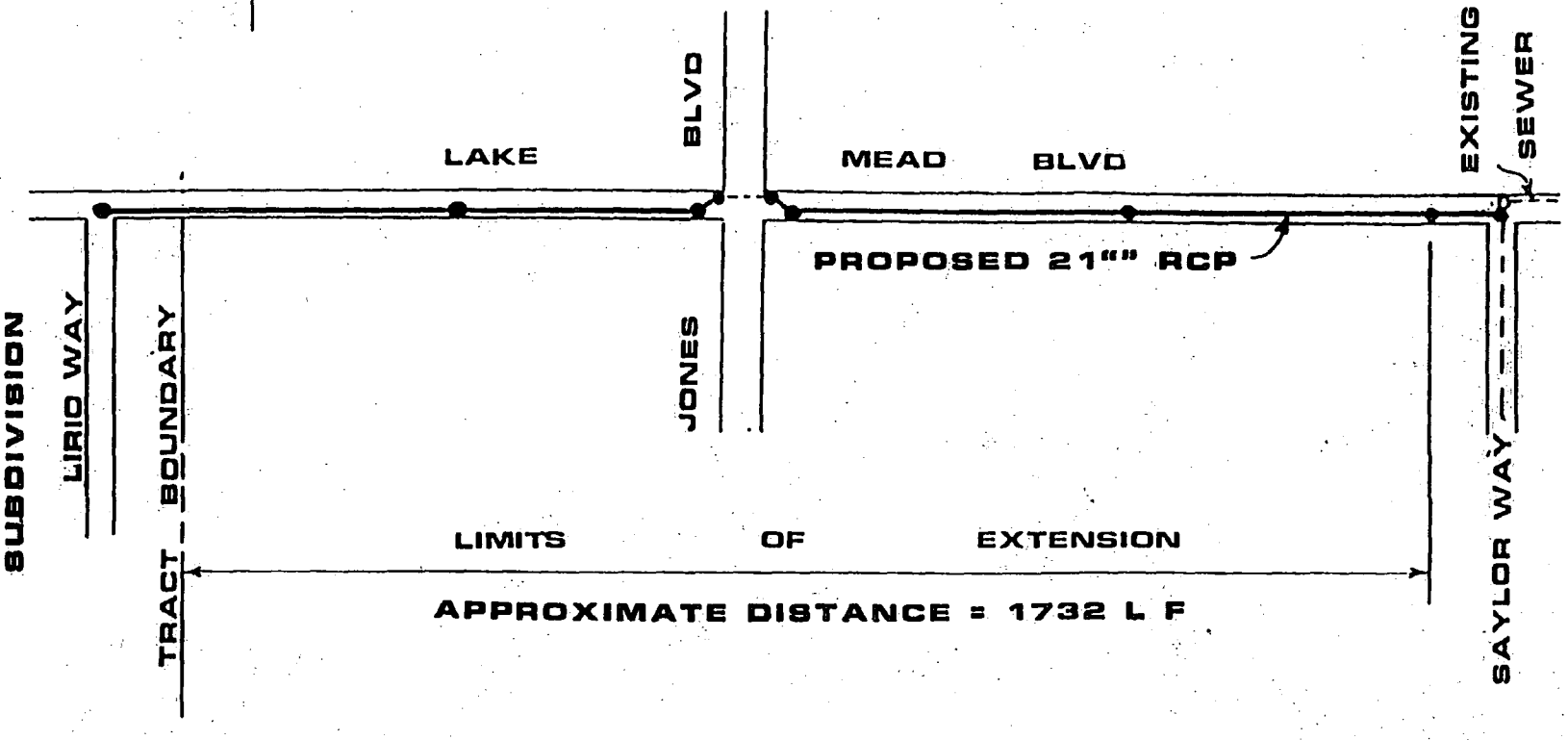


EXHIBIT "B"

SEWER EXTENSION

1732 Lineal Feet 8" P.V.C. @ $9.81 L.V.	=	$16,990.92
7 - 48" Manholes @ $1050 ea.	=	7,350.00
		$24,340.92
		x .95
Maximum refund for extension (95% of total extension cost)		$23,123.87

SEWER OVERSIZE

1760 Lineal Feet 21" R.C.P. @ $40.14 L.F.	=	$70,646.40
6 - 60" Manholes @ $1601 ea.	=	9,606.00
Less: 1760 Lineal Feet 8" P.V.C. @ $9.81 L.F.		-17,265.60
Less: 6 - 48" Manholes @ $1050 ea.		- 6,300.00
Total Oversize Cost		$56,686.80

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 23, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

SUBJECT: REQUEST FROM DENNIS DILLON FOR AN ENCROACHMENT AGREEMENT AT 13 E. GASS AVE.

PURPOSE/BACKGROUND

This request is for landscaping and an existing canopy for a commercial building d.b.a. Valley Van Works at the northwest corner of Gass Ave. and First St.

There is 15 feet of right of way between the curb and the property line with an existing 5 foot wide sidewalk located 7 feet behind the curb. The 3 foot space behind the sidewalk and the 7 foot space in front of the sidewalk will be landscaped, with a permanent sprinkler system.

The encroaching canopy extends 2 feet 6 inches into the right of way on Gass Ave.

The owner has signed the 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 4/4/84

IV (i). C. 5.

CARSON CONSTRUCTION MANAGEMENT, INC.
GENERAL CONTRACTORS
4330 W. DESERT INN RD./LAS VEGAS, NV 89102
(702) 876-6013

March 22, 1984

TO: Joel Harris
City of Las Vegas, Building Department

RE: Valley Van Works
13 Gass Avenue

Dear Mr. Harris:

This letter serves as a request for the property noted above to utilize city right-of-way space to qualify for required landscaping area.

Sincerely,

Emery Hildebrand

AGENDA

City of Las Vegas

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

	ITEM	Council Action	Department Action
	V. GEORGE F. OGILVIE - CITY ATTORNEY		
	A. Appeal of Work Card Denial: Ms. Charleen Landry	Lurie - DENIED Appeal Unanimous	Clerk to notify Appellant was not present
	B. Appeal of Work Card Denial: Ms. Steffania Woods	Levy - DENIED Appeal Unanimous 3/30/84 Investigative Report by METRO made part of record and on file at LVMPD.	Clerk to notify Appellant was present Lt. Hash Hanief and Larry LaPenta appeared
10:28	C. Request for Approval to Settle the Claim of Failing v. City of Las Vegas in the Amount of $30,000.	Christensen - APPROVED Claim as recommended. Unanimous	Staff to proceed
	D. Cooperative Agreement with North Las Vegas and Clark County for capital contributions Re:Expansion of Animal Care and Control Center	Christensen - TABLED Items D, K and L until 4/18/84 City Council meeting. Unanimous	4/18/84 Agenda

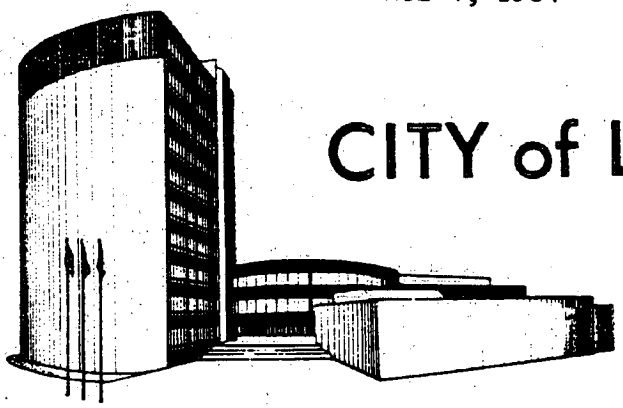
0072

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

March 23, 1984

Ms. Charleen Landry
829 Salem Drive
Las Vegas, Nevada 89107

Dear Ms. Landry:

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 April 4, 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

CAROL ANN HAWLEY
CITY CLERK

CAH/lah

CC: CITY ATTORNEY, LAS VEGAS METROPOLITAN POLICE DEPARTMENT SIB

V-A

CLV-6218

March 23, 1984

CAROL ANN HAWLEY
CITY CLERK
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Hawley:

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

Sincerely,

Charleen Landry

MS. CHARLEEN LANDRY
829 SALEM DRIVE
LAS VEGAS, NEVADA 89107

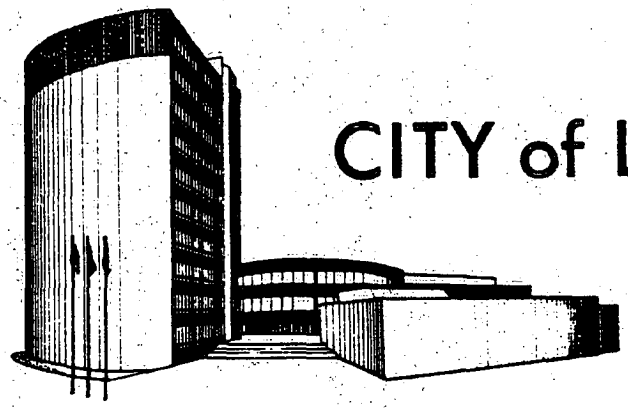
0074

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

March 26, 1984

Ms. Steffania Woods
Post Office Box 222
Indian Springs, Nevada 89018

Dear Ms. Woods:

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, April 4, 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

CAROL ANN HAWLEY
CITY CLERK

CAH/lah

CC: CITY ATTORNEY, LAS VEGAS METROPOLITAN POLICE DEPARTMENT - SIB

V-B

CITY OF LAS VEGAS NEVADA

March 26, 1984

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

Dear Ms. Hawley:

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

Sincerely,

Steffania Woods

MS. STEFFANIA WOODS
POST OFFICE BOX 222
INDIAN SPRINGS, NEVADA 89018

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 26, 1984

TO:
THE CITY COUNCIL

FROM: THE INSURANCE COMMITTEE:
Dave Parks
George F. Ogilvie
Dan Pilkington
Carroll Varner

SUBJECT: Failing v. City of Las Vegas, Eighth Judicial District Court Case No. A 206631 - Request for Approval to Settle

PURPOSE/BACKGROUND

On February 10, 1981, Helen Failing tripped on a stub of a pipe which protruded through the sidewalk on South 4th Street between the Federal Courthouse and the County Annex building. She suffered a fractured shoulder which later had to be operated on. Because she was a real estate broker and working at the time of the accident, the State Industrial Insurance System paid her medical bills which amounted to $13,363 and workmen's compensation which amounted to $8,302 for a total amount of $21,665 for special damages. In addition, her doctor and SIIS determined that she is 11% disabled because of restricted motion in her shoulder.

We have negotiated a settlement of $30,000. From this amount, Mrs. Failing will have to satisfy the SIIS claim and her attorney's fees. It is the opinion of the Insurance Committee that this is a reasonable settlement.

FISCAL IMPACT

This settlement will cost the City $30,000 which will be paid out of the City's insurance reserves.

RECOMMENDATIONS

It is recommended that the City Council approve the settlement of Helen Failing's claim in the amount of $30,000.

DISPOSITION
Approved ☐
Disapproved ☐
Held ☐

Status Due: _____

Agenda Item
V-C

DATE 3/26/84

TO: ACCOUNTS PAYABLE CLERK

PLEASE DRAW WARRANT PAYABLE TO HELEN FAILING & RICHARD MYERS, ATTY.,

700 SO THIRD ST., LAS VEGAS, NV. 89101

FOR: SETTLEMENT IN FULL OF THE FOLLOWING CLAIM:

CLAIM #	82-1015	ACCOUNT #	8231-6610	AMOUNT $	30,000.00
" #		" #		" $	
" #		" #		" $	
" #		" #		" $	
" #		" #		" $	
" #		" #		" $	
" #		" #		" $	
" #		" #		" $	

TOTAL $ 30,000.00

VENDOR #

THE ATTACHED DOCUMENTATION HAS BEEN REVIEWED AND PAYMENT OF THIS CLAIM IS RECOMMENDED.

INSURANCE COMMITTEE

DAVE PARKS

GEORGE OGILVIE

DAN PILKINGTON

CARROLL VARNER

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: CITY ATTORNEY

SUBJECT: Cooperative Agreement with North Las Vegas and Clark County for Capital Contributions Re: Expansion of Animal Care and Control Center

PURPOSE/BACKGROUND

In December of 1982, the City of Las Vegas prepared a report, entitled "City of Las Vegas Animal Care and Control Center Five Year Master Plan", which provides general guidelines for the expansion of the Animal Care and Control Center. The necessity of the anticipated expansion is attributable to the present overcrowding of the Center which is generated, partially, by the housing of animals from North Las Vegas and Clark County and to enable it to handle the projected increases in the animal population at the Center, which will be made more accute if it continues to receive animals from North Las Vegas and Clark County. It is therefore reasonable for the City to expect North Las Vegas and Clark County to make some capital contribution toward the costs which will be involved in the anticipated expansion, and the contract which is before you provides for that capital contribution. Each party's share of such costs, according to the proposed contract, will be: North Las Vegas, 15%; Clark County, 45%; and Las Vegas, 40%.

The agreement also provides that, notwithstanding the capital contributions on the part of North Las Vegas and Clark County, the Center will remain the sole and separate property of the City and that North Las Vegas and Clark County will have no voice in the operation thereof.

FISCAL IMPACT

The aggregate capital contributions of North Las Vegas and Clark County will pay 60% of the costs of the expansion of the Animal Care and Control Center.

RECOMMENDATIONS

It is recommended that the City Council approve the attached cooperative agreement with North Las Vegas and Clark County and authorize the Mayor to execute the same on behalf of the City of Las Vegas.

Agenda Item

V- D

COOPERATIVE 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 the CITY OF NORTH LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "NORTH LAS VEGAS"), and the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter referred to as "CLARK COUNTY").

W I T N E S S E T H:

WHEREAS, the City owns and operates the only public animal shelter and control facility, known as the "Animal Care and Control Center" (hereinafter referred to as the "Center"), in the Las Vegas Metropolitan Area; and

WHEREAS, the CITY and CLARK COUNTY and the CITY and NORTH LAS VEGAS have previously entered into cooperative agreements dated October 19, 1982 and December 1, 1982, respectively, whereby the CITY has agreed to extend the services of the Center to the aforementioned governmental entities in return for proportionate payment of the operating costs of the Center; and

WHEREAS, in order for the CITY to be able to continue to provide these services to CLARK COUNTY and NORTH LAS VEGAS, the Center needs to be expanded in order to (i) relieve the present overcrowding generated by the housing of animals from CLARK COUNTY and NORTH LAS VEGAS and (ii) handle projected increases in the population of animals from CLARK COUNTY and NORTH LAS VEGAS using the Center;

WHEREAS, the CITY has prepared a master plan which (i) projects the growth in the population of animals from the CITY, CLARK COUNTY and NORTH LAS VEGAS which are to be serviced by the

Center and (ii) sets forth a schedule of planned expansion of the capacity of the Center; and

WHEREAS, the parties to this Agreement are empowered to enter into interlocal or cooperative agreements pursuant to the provisions of chapter 277 of the Nevada Revised Statutes; and

WHEREAS, the parties hereto desire to enter into the following Agreement whereby the cost of capital improvements, to wit: the expansion of the Center's capacity for the care and control of animals, will be shared by the parties in accordance with the percentages agreed to herein;

NOW, THEREFORE, in consideration of the premises and of the covenants, terms and conditions hereinafter set forth, the parties do agree as follows:

SECTION I: GENERAL PURPOSE

The CITY has prepared a report entitled, to wit: "City of Las Vegas Animal Care and Control Center Five Year Master Plan", dated December 1982, a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein as a part of this Agreement (hereinafter referred to as the "Master Plan"). It is the intent of the parties by this Agreement to adopt this Master Plan, and any subsequent amendments thereto, as providing general guidelines for the expansion of the Center and to provide herein an equitable method for the sharing of costs in the implementation of the Master Plan.

SECTION II: CONTRIBUTIONS TO CAPITAL IMPROVEMENTS

The Master Plan shall be implemented in five phases over an approximate period of five years. Each party's percentage share of the capital improvement costs shall be as follows:

NORTH LAS VEGAS.....15%

CLARK COUNTY.....45%

CITY.....40%

For budgetary purposes, the projected costs of each of the five phases is shown on Exhibit "B", attached hereto and by this reference incorporated herein as a part of this Agreement. The project costs are preliminary in nature, and are intended as estimates of costs for informational purposes. Each party shall be responsible for its percentage share of the actual capital improvement costs which may exceed, or may fall below, the projected costs.

Capital improvement costs for purposes of this Agreement shall mean any and all (i) construction costs including contract modifications, (ii) architectural and engineering design fees, (iii) contract administration fees, (iv) construction testing and inspection fees, (v) the cost of leasing temporary portable space to house on-going animal care and control functions displaced by the construction process, and (vi) other related costs.

SECTION III: PAYMENT OF CONTRIBUTION

Thirty (30) days prior to the CITY accepting bids for the award of the expansion contract for any of the five phases of expansion, CLARK COUNTY and NORTH LAS VEGAS agree to pay their prorated share of the capital improvement costs projected under Section II.

Payment shall be to the Treasurer of the City of Las Vegas, who will then place these funds in a separate account identified for the purpose of implementing the Master Plan. Any and all disbursements from this account shall be the responsibility of the CITY.

If the actual capital improvement costs of a particular phase of expansion exceed the projected capital improvement costs for that phase, then within thirty (30) days of receipt of an invoice, CLARK COUNTY and NORTH LAS VEGAS shall remit to the CITY the amount stated in the invoice, to wit: the amount of

deficiency between the projected capital improvement costs and the actual capital improvement costs.

If the actual capital improvement costs of a phase of expansion does not exceed the projected capital improvement costs for that phase, then the CITY shall credit CLARK COUNTY and NORTH LAS VEGAS with the amount of the excess toward the projected capital improvement costs which must be paid prior to commencement of the next expansion phase. In the event that an excess exists at the completion of the Master Plan, the parties will be refunded the excess.

SECTION V: OWNERSHIP OF THE EXPANDED FACILITIES

The Center is presently owned and operated by the CITY. Any expansion to the Center, although funded in part by CLARK COUNTY and NORTH LAS VEGAS under the terms of this Agreement, shall remain the sole and separate property of the CITY.

SECTION VI: ADOPTION OF ENGINEERING PLANS AND SUPERVISION OF CONSTRUCTION

It is agreed by the parties hereto that adoption of the final engineering plans and specifications for each phase of the Master Plan, as well as control and supervision of the actual construction, shall be under the control of the CITY. However, copies of the engineering plans and specifications, prior to the CITY accepting bids on the proposed expansion of the Center, shall be submitted to CLARK COUNTY and to NORTH LAS VEGAS. CLARK COUNTY and NORTH LAS VEGAS shall have the right to recommend any changes in the engineering plans and specifications which may be accepted or rejected by the CITY in the finalized plans and specifications subject to bid.

Award of the construction contracts for each phase of the Master Plan shall be the responsibility of the CITY.

.....

.....

SECTION VII: CHANGE ORDERS

Approval of any and all change orders submitted by the general contractors during any of the construction phases of the Master Plan shall be the responsibility of the CITY. If the CITY approves the proposed change order, then the increase in construction costs shall become part of the total capital improvement costs subject to provisions of this Agreement.

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

CITY OF LAS VEGAS,

By_____
WILLIAM H. BRIARE, MAYOR

ATTEST:

_____
Carol Ann Hawley, City Clerk

CITY OF NORTH LAS VEGAS

By_____
JAMES SEASTRAND, Mayor

ATTEST:

_____
Esther Borden, City Clerk

COUNTY OF CLARK

By_____
Chairman,
Board of County Commissioners

ATTEST:

_____
Loretta Bowman, County Clerk

AGENDA

City of Las Vegas

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

ITEM	Council Action	Department Action
V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)		
E. Special Improvement District No. 456 Step No. 2 - Resolution Directing the City Engineer to prepare, submit and file documents Improvements: Include the installation of a pavement section, standard "L" type curb and gutters, street lighting, sewer laterals from the existing sewer mains and standard residential driveway approaches Location: On the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard	Lurie - APPROVED Unanimous	Staff to proceed
F. Supplemental Cooperative Agreement No. 1 with Clark County to Fund Bonanza Road Phase II Between Pecos Drive and Las Vegas Wash	Lurie - APPROVED Items F, G and H. Unanimous	Staff to proceed
G. Supplemental Cooperative Agreement with Clark County for Completion of Bonanza Road - Phase I - Eastern Avenue to Pecos Drive	APPROVED See Above	See Above
H. Supplemental Cooperative Agreement with Clark County for Completion of Washington Avenue Flood Control Improvements	APPROVED See Above	See Above

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 16, 1984

TO: The City Council

FROM: George F. Ogilvie
City Attorney

SUBJECT: RESOLUTION DIRECTING THE CITY ENGINEER TO PREPARE, SUBMIT AND FILE DOCUMENTS WITH REGARD TO SPECIAL IMPROVEMENT DISTRICT NO. 456.

PURPOSE/BACKGROUND

S.I.D. NO.	456
STEP NO.	2 - Resolution Directing the City Engineer to prepare, submit and file documents.
IMPROVEMENTS	Include the installation of a pavement section, standard "L" type curb and gutters, street lighting, sewer laterals from the existing sewer mains and standard residential driveway approaches.
LOCATION	On the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard.

FISCAL IMPACT

RECOMMENDATIONS

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

Agenda Item

V-E

RESOLUTION

A RESOLUTION DIRECTING THE CITY ENGINEER OF THE CITY OF LAS VEGAS, NEVADA TO PREPARE, SUBMIT AND FILE WITH THE CITY CLERK OF SAID CITY CERTAIN PRELIMINARY PLANS, ESTIMATES OF COST, AND ASSESSMENT PLATS SHOWING THE AREAS TO BE ASSESSED AND THE ESTIMATED AMOUNT OF BENEFITS TO EACH LOT OR PARCEL OF PROPERTY TO BE ASSESSED; ALL IN CONNECTION WITH THE PROPOSED IMPROVEMENT OF CERTAIN STREETS AND PARTS THEREOF WITHIN SAID CITY AND PURSUANT TO CHAPTER 271 OF NEVADA REVISED STATUTES AND LAWS SUPPLEMENTAL THERETO.

WHEREAS, the City Council of the City of Las Vegas in the County of Clark and State of Nevada is of the opinion that the interests of said City require the installation of certain street improvements within that certain area of said City hereinafter described; and

WHEREAS, said City Council considers it necessary, desirable and for the best interests of said City to take steps pursuant to Chapter 271 of Nevada Revised Statutes for the organization of an improvement district and the construction therein of said improvements; and

WHEREAS, for the purpose of designation and identification, it is desirable that said proposed improvement district be known and identified as "Las Vegas, Nevada Improvement District No. 456."

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof, held on the 4th day of April, 1984, as follows:

SECTION 1. That the City Engineer of the City of Las Vegas in the County of Clark and State of Nevada be, and he hereby is, directed to prepare, submit and file with the City Clerk of said City preliminary plans, showing typical sections, the type or types of material, and the preliminary estimates of the cost of the installation of street improvements for said district, all as designated below:

. . .

UNIT I

The improvements include the installation of a pavement section adjacent to all properties on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard except where adequate improvements have previously been installed, in conjunction with the installation of driving lanes, left hand turn lanes 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 "L" type curb and gutter adjacent to all properties on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard except where adequate improvements have previously been installed, in conjunction with the installation of driving lanes, left hand turn lanes 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 street lighting consisting of high pressure sodium luminaires and steel lighting standards on concrete foundations with underground wiring adjacent to all properties on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard except where adequate improvements have previously been installed, in conjunction with the installation of driving lanes, left hand turn lanes

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 IV

The improvements include the installation of sewer laterals from the existing sewer mains to the front property line adjacent to all properties, as found necessary by the governing entity, on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard, except where adequate improvements have previously been installed, in conjunction with the installation of driving lanes, left hand turn lanes 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 V

The improvements include the installation of standard residential driveway approaches, as requested by the property owners on the east side of Rancho Drive between Oakey Boulevard and Charleston Boulevard except where adequate improvements have previously been installed, in conjunction with the installation of driving lanes, left hand turn lanes 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.

SECTION 2. The City Engineer is hereby directed to estimate the cost of each such types of construction in a lump sum or by unit prices. Said preliminary estimates of the cost shall also include, without limiting the generality of the foregoing, the advertising, appraising, engineering, printing, and such other expenses as in the judgment of said Engineer are necessary or essential to the completion of such work of improvement, and the payment of the costs thereof.

SECTION 3. The City Engineer is hereby directed to submit and file with the City Clerk an assessment plat showing the areas to be assessed, that is, the amounts to be assessed shall be made upon all lots and parcels of property benefitted, proportionately to the benefits received and shall be assessed against the property abutting said improvements on an area basis, i.e., on the basis that each lot or parcel of property to be assessed in each assessment unit shall be assessed a portion of the aggregate dollar amount being levied against that particular entire assessment unit in the proportion that the area of said lot or parcel bears to the area of all the assessable property in such assessment unit, provided that the depth of a lot or parcel in excess of 100 feet from the frontage facing the improvements shall not be considered in computing the area of such lot or parcel provided that in each assessment unit an equitable adjustment will be made for assessments levied against any irregular lots or parcels, so that the assessments according to benefits are equal and uniform, with the exception of Unit IV, which will be on the basis that each lot or parcel of property to be assessed shall be assessed a portion of the aggregate dollar amount being levied against the entire district according to the length, size and number of sewer laters to be installed to serve said lot or parcel. The portion of the costs to be assessed against, and

the maximum amount of benefits estimated to be conferred upon, each lot or parcel of property shall be as stated in the aforesaid assessment plat.

Regardless of the basis used by apportioning assessments, in case of wedge or "V" or other irregularly shaped tracts, an amount apportioned thereto shall be in proportion to the special benefits derived.

SECTION 5. All resolutions or parts thereof in conflict with the provisions of this resolution are hereby repealed.

INTRODUCED, PASSED AND APPROVED this 4th day of April, 1984.

William H. Briare

WILLIAM H. BRIARE, MAYOR

ATTEST:

Carol A. Hawley

CAROL ANN HAWLEY, CITY CLERK

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: CITY ATTORNEY

SUBJECT: Supplemental Cooperative Agreement No. 1 With Clark County to Fund Bonanza Road Phase II Between Pecos Drive and Las Vegas Wash

PURPOSE/BACKGROUND

On October 20, 1981, the City entered into a cooperative agreement with Clark County for the construction of Bonanza Road between Pecos Drive and Las Vegas Wash. The original agreement provided that the project would be paid for by the proceeds of the sale of the bonds which were issued by the County in 1981, with limits on the construction costs in an amount not to exceed $3,500,000 and on the total project costs in an amount not to exceed $4,028,500.

The project has now been completed, and the supplemental cooperative agreement which is before you closes out the project. For your information, the final construction costs were in the amount of $1,875,000 and the final project costs were in the amount of $2,323,500.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council approve Supplemental Cooperative Agreement No. 1 with Clark County and authorize the Mayor to execute the same on behalf of the City.

Agenda Item

V-F

SUPPLEMENTAL COOPERATIVE AGREEMENT NO. 1
TO FUND BONANZA ROAD PHASE II
BETWEEN PECOS DRIVE AND LAS VEGAS WASH
PROJECT NO. B810222

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of the 19 day of June, 1984, by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as COUNTY, and the City of Las Vegas, a municipal corporation, hereinafter referred to as CITY.

WITNESSETH

WHEREAS, the COUNTY and CITY entered into a Cooperative Agreement dated October 20, 1981, to construct Bonanza Road between Pecos Drive and Las Vegas Wash, hereinafter referred to as PROJECT using proceeds from the sale of COUNTY bonds; and

WHEREAS, the funds encumbered by this agreement for construction of the PROJECT exceed the bid amount and a reasonable contingency therefor; and

WHEREAS, the CITY and COUNTY desire to release these excess funds.

NOW THEREFORE, in consideration of the covenants, conditions, agreements and promises of the parties hereto, it is mutually understood and agreed to amend the Cooperative Agreement as noted below:

Paragraph four (4) of SECTON II - PROJECT COSTS on page 2 is changed to read as follows:

4. Cost of construction not to exceed $1,875,000 including change orders and supplemental agreements.

The last paragraph of SECTION II - PROJECT COSTS on page 3 is changed to read as follows:

If it becomes necessary to increase any of the amounts specified above, a written request, with justification will be presented to the COUNTY. If approved, a supplemental to this agreement will be executed. In any event, however, the maximum amount to be funded shall not exceed the sum of $2,323,500.00.

All other terms, conditions and provisions of the Cooperative Agreement dated October 20, 1981, remain unchanged.

COUNTY OF CLARK

BY _____
THALIA M. DONDERO, Chairman

ATTEST:

_____
LORETTA BOWMAN, County Clerk

CITY OF LAS VEGAS

BY _____
WILLIAM H. BRIARE, Mayor

4-4-84

ATTEST:

_____
CAROL ANN HAWLEY, City Clerk

COUNCIL ACTION: April 4, 1984

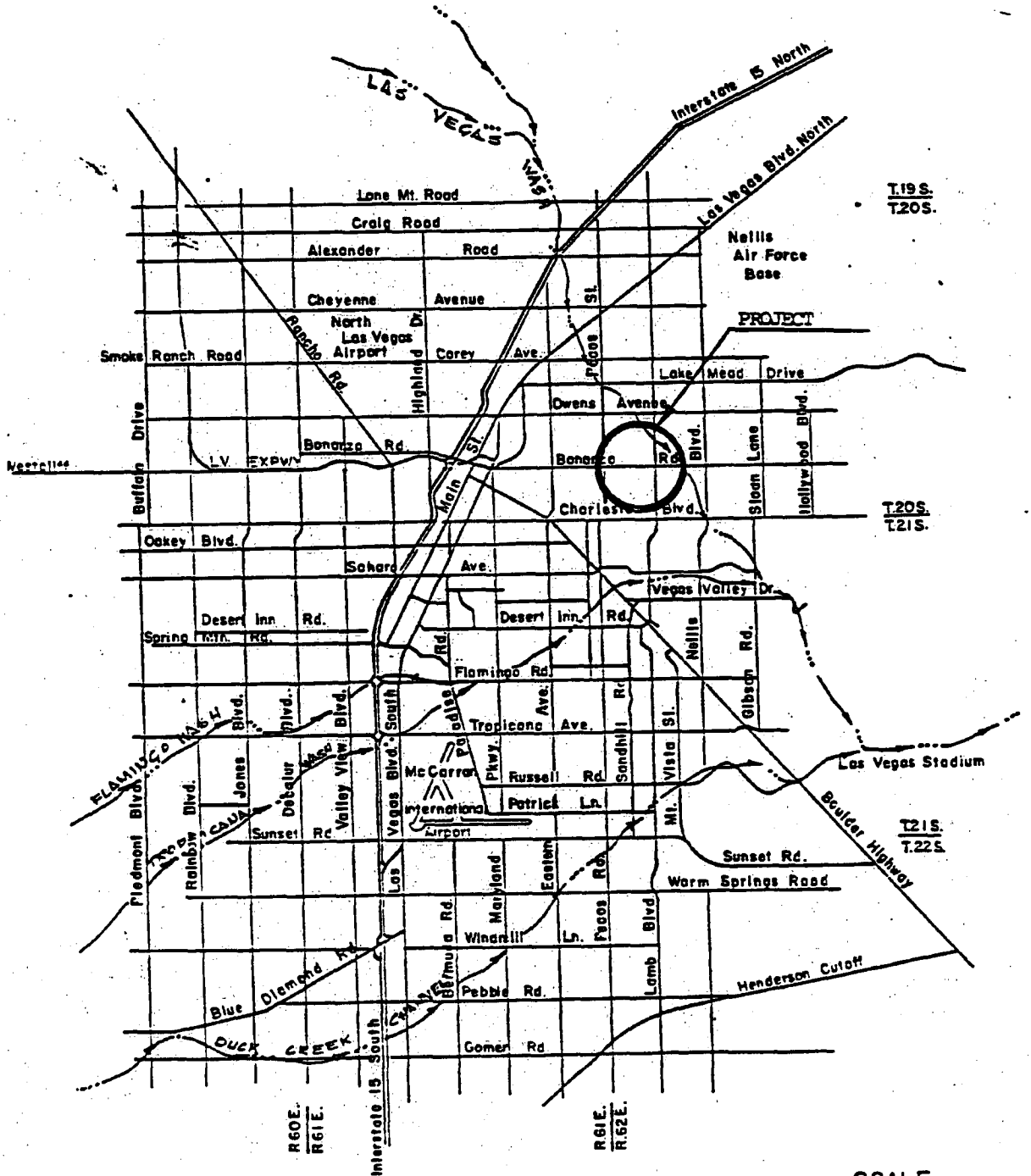
APPROVED AS TO LEGALITY AND FORM

_____
MELVIN R. WHIPPLE
Deputy District Attorney

DEPARTMENT OF PUBLIC WORKS

BONANZA ROAD PHASE II

PECOS DRIVE TO LAS VEGAS WASH



SCALE

1 2 3 4 5 mi.

VICINITY MAP

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: CITY ATTORNEY

SUBJECT: Supplemental Cooperative Agreement with Clark County for Completion of Bonanza Road - Phase I - Eastern Avenue to Pecos Drive

PURPOSE/BACKGROUND

On October 20, 1981, the City entered into a cooperative agreement with Clark County for the construction of Bonanza Road between Eastern Avenue and Pecos Drive. The original agreement provided that the project would be paid for by the proceeds of the sale of the bonds which were issued by the County in 1981, with the following limits: (i) on the engineering, drafting and preparation of the contract documents costs in an amount not to exceed $140,000, or 8% of the actual construction costs, (ii) on the construction costs in an amount not to exceed $3,000,000, (iii) on the contract supervision, field staking, construction inspection and testing costs in an amount not to exceed $210,000, or 7% of the actual construction costs, and (iv) on the total project costs in an amount not to exceed $3,350,000.

The project has now been completed, and the supplemental cooperative agreement which is before you closes out the project. For your information, the final costs are as follows: (i) engineering design, drafting and preparation of contract documents in the amount of $88,853.87, or 3.9% of the actual construction costs, of which $82,888.72 was reimbursed by the County and the remaining amount of $5,965.15 will come from the special improvement district which the City created in connection with the project, (ii) construction in the amount of $2,304,413.57, of which $2,149,707.71 was reimbursed by the County and the remaining amount of $154,705.86 will come from the special improvement district which the City created in connection with the project, (iii) contract supervision, field staking, construction inspection and testing in the amount of $186,874.29, or 8.1% of the actual construction costs, of which $174,328.57 was reimbursed by the County and the remaining amount of $12,545.72 will come from the special improvement district which the City created in connection with the project and (iv) total project in the amount of $2,580,141.73, of which $2,406,925.00 was reimbursed by the County and the remaining amount of $173,216.73 will come from the special improvement district which the City created in connection with the project.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the City Council approve the supplemental cooperative agreement for the completion of Bonanza Road and authorize the Mayor to execute the same on behalf of the City.

Agenda Item

V-G

SUPPLEMENTAL COOPERATIVE AGREEMENT

FOR COMPLETION OF BONANZA ROAD

PHASE I

EASTERN AVENUE TO PECOS DRIVE

THIS AGREEMENT, is made and entered into as of the 19th day of June ,198 , by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, on June 2, 1981, the voters of Clark County approved a bond issue hereinafter defined as "Bond Issue Revenues" to finance flood control and road improvements. Bonanza Road is included in the list of projects; and

WHEREAS, the CITY and COUNTY had entered into a Cooperative Agreement dated October 20, 1981, to design and construct Bonanza Road between the terminous points of Eastern Avenue and Pecos Drive, which said improvements consists of four (4) travel lanes, roadway drainage facilities, storm drain, pavement markings, signs, safety devices and public utility modifications; and

WHEREAS, the CITY has designed and constructed the project as herein described; and

WHEREAS, completion of the project and final disbursement of funds by the COUNTY now require an accounting of all expenditures and a supplemental cooperative agreement for said project.

NOW THEREFORE, in consideration of the premises it is mutually understood and agreed to modify Section II, PROJECT COSTS of the cooperative agreement dated October 20, 1981, as follows:

SECTION II - PROJECT COSTS

COUNTY and CITY agree to the final financial project costs specified below:

Paragraph one (1) shall be changed to read:

1. Engineering design, drafting and preparation of contract document has been completed by the CITY at a total cost of $88,853.87 which is 3.9% of the actual construction costs. Of this amount $82,888.72 has been reimbursed by the COUNTY for that portion of the said project that was funded by

Bond Issue Revenues. The remaining amount of $5,965.15 is for the design of the Special Improvement District and City of Las Vegas improvements that will be funded by the CITY from other sources.

Paragraph three (3) shall be changed to read:

3. The construction of said project has been completed by the CITY at a total cost of $2,304,413.57 which includes change orders and force accounts. Of this amount $451,100.50 will be paid by Bond Issue Revenue for flood control improvements and $1,698,607.21 will be paid by Bond Issue Revenue for road improvements. The remaining amount of $154,705.86 is for the Special Improvement District and City of Las Vegas improvements and will be funded by the CITY from other sources.

Paragraph four (4) shall be changed to read:

4. Contract supervision, field staking, construction inspection and testing to insure compliance with contract documents has been completed by the CITY at a total cost of $186,874.29 which is 8.1% of the actual construction costs. Of this amount $174,328.57 has been reimbursed by the COUNTY for that portion of the said project which was funded by Bond Issue Revenues. The remaining amount of $12,545.72 is for the contract supervision, field staking, construction inspection and testing of the Special Improvement District and City of Las Vegas improvements that will be funded by the CITY from other sources.

The last paragraph of this section is changed to read as follows:
The total actual costs for the said project is $2,580,141.73, of this amount $2,406,925.00 has been reimbursed by the COUNTY from Bond Issue Revenues, and $173,216.73 will be funded by the CITY from other sources. It is further understood that after the date of this supplemental agreement, no further costs will be charged to this project and the COUNTY'S financial obligation on said project shall be terminated.
All other terms, conditions and provisions of the existing agreement remain unchanged.

COUNTY OF CLARK

THALIA M. DONDERO, Chairman

ATTEST:

LORETTA BOWMAN, County Clerk

CITY OF LAS VEGAS

BY: WILLIAM H. BRIARE, Mayor

ATTEST:

City Clerk

DATE OF COUNCIL ACTION: April 4, 1984

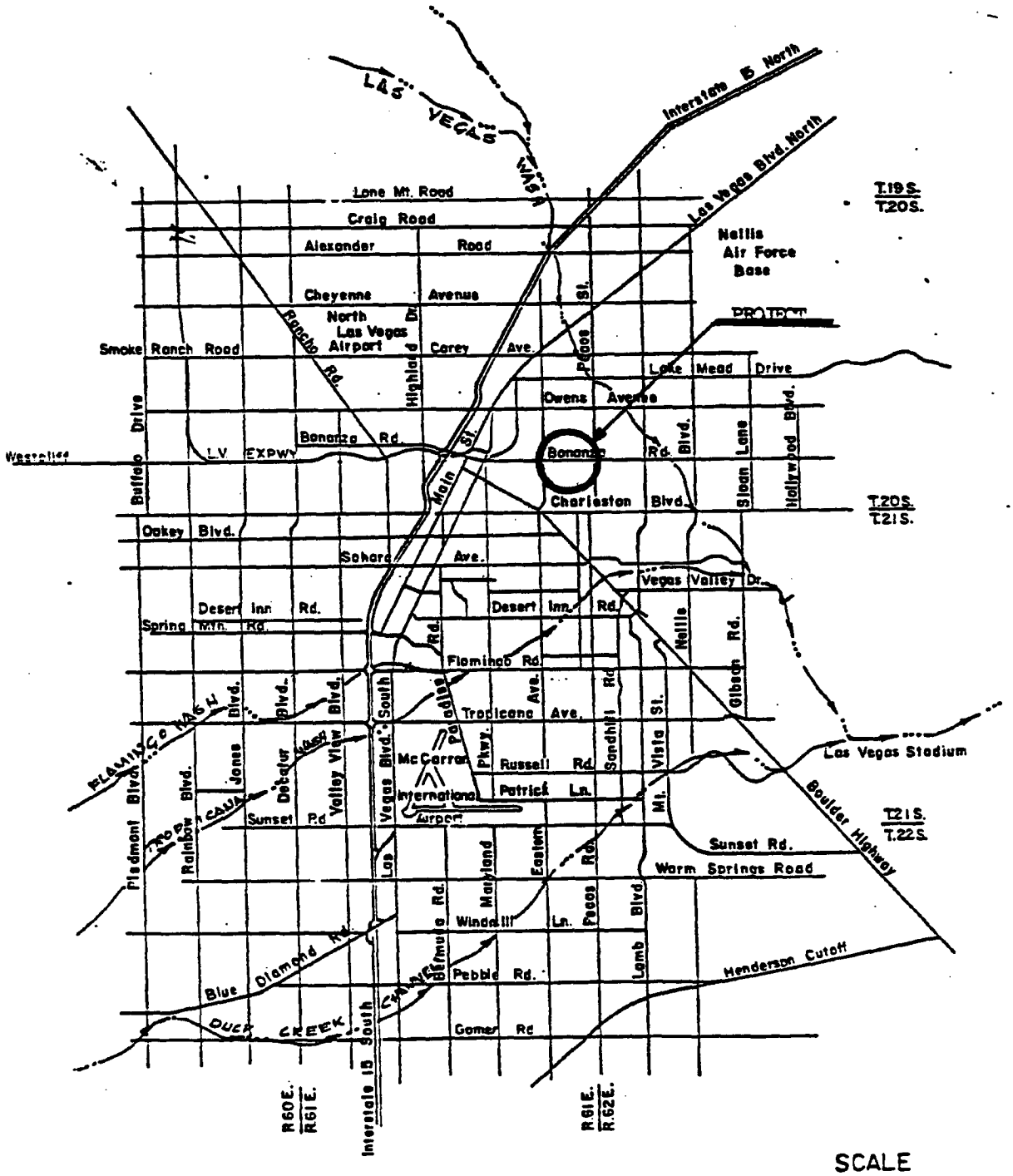
APPROVED AS TO LEGALITY AND FORM:

STEVEN R. WHIPPLE

DEPARTMENT OF PUBLIC WORKS

BONANZA ROAD PHASE I

EASTERN AVENUE TO PECOS DRIVE



SCALE

1 2 3 4 5mi.

VICINITY MAP

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: George A. Ogilvie
CITY ATTORNEY

SUBJECT: Supplemental Cooperative Agreement with Clark County for Completion of Washington Avenue Flood Control Improvements

PURPOSE/BACKGROUND

On February 2, 1982, the City entered into a cooperative agreement with Clark County for the construction of the Washington Avenue flood control improvements. The original agreement provided that the project would be paid for by the proceeds of the sale of the bonds which were issued by the County in 1981, with the following limits: (i) on the engineering design, drafting and preparation of contract documents costs in an amount not to exceed $69,600, or 8% of the actual construction costs, (ii) on the construction costs in an amount not to exceed $869,500, (iii) on the contract supervision, field staking, construction inspection and testing costs in an amount not to exceed $60,900, or 7% of the actual construction costs, and (iv) on the total project costs in an amount not to exceed $1,000,000.

The project has now been completed, and the supplemental cooperative agreement which is before you closes out the project. For your information the final costs are as follows: (i) engineering design, drafting and preparation of contract documents in the amount of $70,376.73, or 7.6% of the actual construction costs, (ii) construction in the amount of $927,738.45, of which $805,032.70 was reimbursed by the County and the remaining amount of $122,705.75 will be absorbed by the City (iii) contract supervision, field staking, construction inspection and testing in the amount of $60,123.27, or 6.5% of the actual construction costs, and (iv) total project in the amount of $1,058,238.45, of which $935,532.70 was reimbursed by the County and the remaining amount of $122,705.75 will be absorbed by the City.

FISCAL IMPACT

$122,705.75, which was included in the budget for the 1982-83 fiscal year.

RECOMMENDATIONS

It is recommended that the City Council approve the supplemental cooperative agreement for the completion of the Washington Avenue flood control improvements and authorize the Mayor to execute the same on behalf of the City.

Agenda Item

V-H

SUPPLEMENTAL COOPERATIVE AGREEMENT
FOR COMPLETION OF WASHINGTON AVENUE
FLOOD CONTROL IMPROVEMENTS
B810550

THIS AGREEMENT, is made and entered into as of the 19th day of June, 19 84 by and between the County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as "COUNTY" and the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY."

WITNESSETH

WHEREAS, the CITY and COUNTY entered into a Cooperative Agreement dated February 2, 1982 to design and construct the Washington Avenue Flood Control Improvement Project Number B810550 between the terminous points of Las Vegas Boulevard North and Sagman Avenue, which said improvements consist of a reinforced concrete box culvert, roadway structural section of the culvert, pavement markings, signs, safety devices and public utility modifications; and

WHEREAS, completion of the project and final disbursement of funds by the COUNTY now require an accounting of all expenditures and a supplemental cooperative agreement for said project.

NOW THEREFORE, in consideration of the premises it is mutually understood and agreed to modify Section II, PROJECT COSTS of the Cooperative Agreement dated February 2, 1982, as follows:

SECTION II - PROJECT COSTS

COUNTY and CITY agree to the final financial project costs specified below:

Paragraph one (1) shall be changed to read:

1. Engineering design, drafting and preparation of contract document has been completed by the CITY and reimbursed by the COUNTY at a total cost of $70,376.73 which is 7.6% of the actual construction costs.

Paragraph three (3) shall be changed to read:

3. The construction of said project has been completed at a total cost of $927,738.45 which includes change orders and force accounts. Of this amount $805,032.70 has been reimbursed by the COUNTY from the Flood Control Bond Issue Revenues. The remaining amount of $122,705.75 will be paid by the CITY from other sources.

Paragraph four (4) shall be changed to read:

4. Contract supervision, field staking, construction inspection and testing to insure compliance with contract documents has been completed by the CITY and reimbursed by the COUNTY at a total cost of $60,123.27 which is 6.5% of the actual construction costs.

The last paragraph of this section is changed to read as follows: The total actual cost for the said project is $1,058,238.45, of this amount $935,532.70 has been reimbursed by the COUNTY from Flood Control Bond Issue Revenue. It is further understood that after the date of this supplemental agreement, no invoices will be reimbursed by the COUNTY from Flood Control Bond Issue Revenues and the COUNTY'S financial obligation on said project shall be terminated.

All other terms, conditions and provisions of the existing Cooperative Agreement remain unchanged.

COUNTY OF CLARK

Thalia M. Dondero

THALIA DONDERO, Chairman

ATTEST:

Loretta Bowman

LORETTA BOWMAN, County Clerk

CITY OF LAS VEGAS

William H. Briare

WILLIAM H. BRIARE, MAYOR

Approved 4-4-84

ATTEST:

Carol A. Harley

CAROL ANN HARLEY, City Clerk

COUNCIL ACTION: April 4, 1984

APPROVED AS TO LEGALITY AND FORM

Melvin R. Whipple

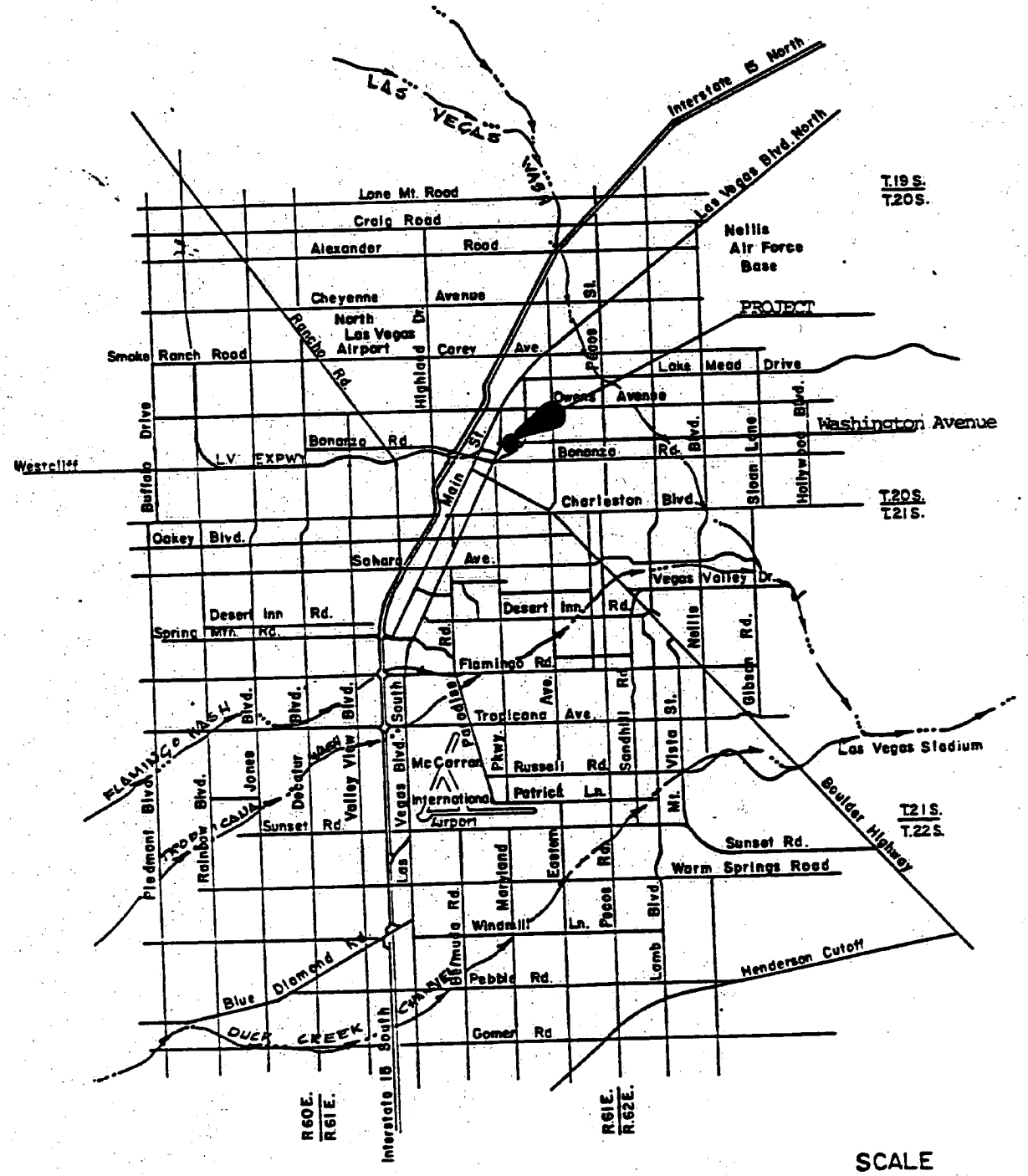
MELVIN R. WHIPPLE
Deputy District Attorney

0102

DEPARTMENT OF PUBLIC WORKS

WASHINGTON AVENUE BOX CULVERT

FLOOD CONTROL IMPROVEMENTS



SCALE

1 2 3 4 5 mi.

VICINITY MAP

AGENDA

City of Las Vegas

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

ITEM	Council Action	Department Action
V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)		
I. Resolution Declaring that the Real Property Situate on Ogden Avenue Between Third Street and Fourth Street Will No Longer Be Required for the Purposes for Which the Same Was Acquired, to-wit, Off-Street Public Parking, or Other Reasonable Public Use.	Lurie - APPROVED Resolution and Timetable as recommended by City Attorney. Unanimous	Staff to proceed
J. Approval of Form of Lease Re: Ogden Avenue Garage	Christensen - APPROVED Unanimous	Staff to proceed
K. Approval of Cooperative Agreement with Clark County and North Las Vegas for Automatic and Mutual Aid for Fire Protection and Rescue Services	Christensen - TABLED Items D, K and L until 4/18/84 City Council meeting. Unanimous	4/18/84 Agenda
L. Approval of Cooperative Agreement with Clark County and North Las Vegas for Fire Communication Services	Christensen - TABLED Items D, K and L until 4/18/84 City Council meeting. Unanimous	4/18/84 Agenda

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: George F. Ogilvie
CITY ATTORNEY

SUBJECT: Resolution Declaring that the Real Property Situate on Ogden Avenue Between Third Street and Fourth Street is No Longer Required for Off-Street Public Parking and Initiating the Procedure to Lease the Same to a Private Operator

PURPOSE/BACKGROUND

At its meeting which was held on March 21, 1984, the City Council directed the City staff to prepare a proposal for competitive bidding for the right to lease the Ogden Avenue Parking Facility. The first step in acquiring authority to lease the facility, pursuant to NRS 268.050, is the referral of the lease proposal to the Planning Commission for its review and recommendation. The Resolution which is before you, if it is adopted, will accomplish that objective.

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

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

4-12-84	--	Planning Commission receives and considers proposal to lease facility.
4-18-84	--	City Council receives and considers recommendation of Planning Commission, sets date for public hearing on 5-2-84 and directs City Clerk to give notice thereof (which must be given by publication, posting and mailing to the record owners of all real property within a radius of 300 feet of the facility not less than 10 days nor more than 40 days prior to the hearing).
4-20-84	--	City Clerk gives notice of public hearing in the manner which is described above.
5-2-84	--	City Council holds public hearing on proposal to lease facility, adopts resolution determining whether or not to proceed with proposed leasing and, if it determines to proceed, authorizes staff to solicit competitive bids.
5-4-84	--	City staff publishes and mails invitations to bid.
5-14-84	--	Potential bidders submit comments, suggestions and objections to invitation to bid and form of lease.
5-16-84	--	City Council reviews and resolves potential bidders' comments, suggestions and objections
5-18-84	--	Pre-bid conference is held.
5-23-84	--	City staff opens and evaluates bids.

Agenda Item

V-I

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: CITY ATTORNEY

SUBJECT: Resolution Declaring that the Real Property Situate on Ogden Avenue Between Third Street and Fourth Street is No Longer Required for Off-Street Public Parking and Initiating the Procedure to Lease the Same to a Private Operator (cont.)

PURPOSE/BACKGROUND

6-6-84 -- City Council receives City staff's recommendation with respect to sealed bids, holds public auction, awards lease to successful bidder and authorizes Mayor to execute Indenture of Lease on behalf of City

7-1-84 -- City vacates facility and 50 year lease term commences.

FISCAL IMPACT:

None

RECOMMENDATIONS:

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

Agenda Item

V-I

1504.

RESOLUTION

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

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

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

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

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

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

WHEREAS, in order to confirm that fact, the City has retained the services of another parking consultant, International Parking Design, Inc., to evaluate the comparability of the physical structure and location of Clark County's newly constructed parking facility which is situate at the southwest corner of the intersection of Casino Center Boulevard and Bridger Avenue with the physical structure and location of the parking facility which is located at 222 East Carson Avenue in terms of satisfying the public need for off-street public parking in the central business district of the City; and

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

WHEREAS, since the Ogden Avenue Facility is of identical construction as is the facility which is located at 222 East Carson Avenue and is only two blocks removed therefrom, it would appear, and the City Council of the City by this Resolution so determines, that the aforesaid findings of International Parking Design, Inc., apply with equal force to the Ogden Avenue facility; and

WHEREAS, the City has operated its two public off-street parking facilities over the years at a financial loss, and such

operation, if it remains the responsibility of the City, will continue to impose a substantial financial burden and drain upon the City's financial resources; and

WHEREAS, in order partially to eliminate this burden and drain upon its financial resources, the City has leased the parking facility which is located at 222 East Carson Avenue to a private operator, effective April 2, 1984; and

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

WHEREAS, based partially upon the study by International Parking Design, Inc., said City Council has determined, and by this Resolution does so determine, that the needs of the public for off-street parking in the central business district of the City will continue adequately to be met by the downtown hotels' parking facilities and by Clark County's newly constructed parking facility in the same manner and to the same extent as does the Ogden Avenue Facility and that, accordingly, the Ogden Avenue Facility may be disposed of in the manner which is prescribed by law; and

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

WHEREAS, said City Council desires, by this Resolution, to initiate the procedure whereby the City may lease the Ogden Avenue Facility to the private operator whose proposal, submitted by sealed bid or at public auction, offers the highest total rent for such facility in accordance with the proposed Indenture

of Lease, a copy of which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, pursuant to the requirements of NRS 268.050, be it resolved by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 4th day of April, 1984, that the proposal to lease the Ogden Avenue Facility for the term and upon the terms and conditions which are set forth in the proposed Indenture of Lease attached hereto be, and the same hereby is, referred to the Las Vegas Planning Commission with the request that that body consider said proposal and submit its recommendations thereon to said City Council.

BE IT FURTHER RESOLVED that the City Clerk be, and she hereby is, authorized, empowered and directed forthwith to forward a copy of this Resolution to the Secretary of the Las Vegas Planning Commission with the request that it be considered by that body at its meeting which is to be held on Thursday, April 12, 1984.

PASSED, ADOPTED and APPROVED this 4th day of April, 1984.

APPROVED:

By /s/ William H. Briare
WILLIAM H. BRIARE, MAYOR

ATTEST:

/s/ Carol A. Hawley
Carol Ann Hawley, City Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: CITY ATTORNEY

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

PURPOSE/BACKGROUND

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

In summary, the proposed Lease provides for a 50 year term during which the facility must be used for the off-street parking of motor vehicles, and that the total rent therefor, which will be established by competitive bidding, will be payable in equal annual installments, in advance, commencing on the first day of the lease term and on each successive anniversary date thereof over the 50 year term of the lease.

The total rent, and the annual installments thereof, is subject to adjustment at intervals of every five years in the same proportion that the index figure of the Consumer Price Index for the day on which notice of the adjustment is served on the lessee has increased above the index figure for the first day of the five year period in which the notice is given. (For example, the adjustment in rent for the five year period from 1994 to 1999 will be in the same proportion that the index figure for the day on which the notice is served has increased above the index figure for the first day of the 1989-1994 period.), provided that, in the event that the Consumer Price Index increases in excess of 10% in any five year period, the increase in rent for the succeeding five year period shall be limited to 10%. As security for the faithful performance by the lessee of all of the terms and conditions of the lease, including the payment of rent, the lessee must deposit with the City, on the first day of the lease term, an amount equal to the first annual installment of rent.

All of the provisions of the lease are fairly normal, straightforward lease provisions and are identical to the provisions in the Carson Avenue Parking Facility lease, with the exception of the requirement that the lessee pay off the balance of the parking garage bonds and the reservation of the two parking spaces, the storage area and portions of the second and third floors in connection with the downtown transportation plan.

It is contemplated that the bidders will submit sealed bids for the total rent over the 50 year term of the lease, which will be subject to adjustment every five years as described above. At the meeting in which the City Council considers the bids, a public auction will be conducted during which all persons who submitted sealed bids will have the opportunity to bid against each other orally for the lease. In order for any such bid to be considered, the amount thereof must exceed by at least 5% the amount of the highest sealed bid or the next preceding valid oral bid, as the case may be.

FISCAL IMPACT

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

RECOMMENDATIONS

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

Agenda Item

V-J

INDENTURE OF LEASE

THIS INDENTURE OF LEASE, made and entered into this ____ day of June, 1984, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as "Lessor"), and _____ (hereinafter referred to as "Lessee"), the foregoing parties sometimes hereinafter referred to singly as "Party" and collectively as "Parties";

WITNESSETH:

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

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

WHEREAS, Lessor has operated its public off-street parking facilities over the years at a financial loss, and such operation, if it remains the responsibility of Lessor, will continue to impose a substantial financial burden and drain upon Lessor's financial resources; and

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

WHEREAS, Lessee desires to lease the Demised Premises for the term and upon the terms and conditions hereinafter set forth.

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

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

(a) Lease of Demised Premises. Lessor hereby leases to Lessee, and Lessee hires from Lessor, for the purpose of conducting therein the operation of a garage for the off-street parking of motor vehicles, those certain premises, with appurtenances, situate at and commonly known as 333 East Ogden Avenue, Las Vegas, Nevada, and more particularly described in the schedule attached as Exhibit "A" hereto and by this reference is made a part hereof. As used herein, the term "Demised Premises" refers to the real property described in Exhibit "A" and to any improvement located thereon from time to time during the term hereof.

(b) Warranty of quiet enjoyment. Lessor, for itself and its successors and assigns or any person lawfully claiming through Lessor, represents and warrants to Lessee that (i) Lessor will, at the time of delivery of possession of the Demised Premises to Lessee, be seized of an indefeasible estate in fee simple in, and have good, absolute and marketable title to the Demised Premises, free and clear of any lien, covenant, condition, restriction, encumbrance or claim of any third party, including without limitation the holders of the Bonds, or any party in possession of any part of the Demised Premises on the date immediately prior to delivery of possession thereof to Lessee, (ii) Lessor has good

right, full power and lawful authority to lease the Demised Premises to Lessee and (iii) Lessee may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Demised Premises. Lessor further covenants and agrees to deliver to Lessee, at Lessee's sole cost and expense, an acceptable ALTA tenant's policy of title insurance at the delivery of possession of the Demised Premises to Lessee, such policy to have a liability amount in the sum of Two Million and No/100ths Dollars ($2,000,000.00).

(c) Ancillary uses. Lessee shall be entitled to make such additional uses of the Demised Premises as may be approved by Lessor and, subject to the provisions of Section 13 hereof, may make such alterations or improvements to the Demised Premises as may be necessary or appropriate to accommodate the same; provided, however, that in no event shall improvements and/or alterations result in the reduction of the number of parking spaces in the Demised Premises below eighty percent (80%) of the number of spaces available on the effective date hereof.

Section 2. TERM AND DELIVERY. The term of this Lease shall be for fifty (50) years, commencing on the 1st day of July, 1984, and ending on the 30th day of June, 2034. Should Lessor be unable to deliver possession of the Demised Premises on or before July 1, 1984, then Lessee will accept possession at such later date as is mutually agreed on by the Parties. In case of such later delivery of possession, the term of this Lease shall commence on the date of such later delivery and shall be extended automatically to and including the last day of the calendar month in which there shall have expired the full fifty (50)-year period. Notwithstanding the foregoing, if possession of the Demised Premises is not delivered to Lessee by December 31, 1984, Lessee shall have the right to terminate this Lease by giving to Lessor written notice of termination at any time thereafter but prior to the day on which Lessor shall deliver possession of the Demised Premises to Lessee.

Section 3. RENT. The total rent for the term of this Lease shall be _____ Dollars ($_____) in lawful money of the United States of America, plus any adjustment as provided in Section 4 hereof, which Lessee agrees to pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor in annual installments, in advance, in the sum of _____ Dollars ($_____) each, the first such installment to be due and payable on July 1, 1984, or such later date as may be established for the commencement of the term hereof pursuant to Section 2 above, and each subsequent installment to be due and payable on each successive anniversary date thereof. All of such installments and the total rent of _____ _____ Dollars ($_____) provided above shall be subject to any adjustment as provided for in Section 4 hereof.

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

In the event Lessor determines to increase such rent at any of the times specified above, Lessor shall so notify Lessee in writing at least ninety (90) days prior to the effective date of such increase and in such event the rental thereafter to be paid by Lessee, or until further adjustment as herein provided, shall be increased in the same proportion that the index figure of the Consumer Price Index published by the Bureau of Labor Statistics, United States Department of Labor, which is applicable to the Southern Nevada area, all items, for the day on which such notice is served on Lessee has increased above such index figure, if in

respect of the five (5)-year period from July 1, 1989, to June 30, 1994, for July 1, 1984, and, in respect of each succeeding five (5)-year period thereafter, for the first day of the then current five (5) year period. (By way of illustration, the increase, if any, in rent for the five (5)-year period from July 1, 1994, to June 30, 1999, will be in the same proportion that such index figure for the day on which such notice is served on Lessee has increased above such index figure for July 1, 1989.) In the event that the Consumer Price Index shall increase in excess of ten per cent (10%) in any five (5)-year period, the increase in the annual rent for the next succeeding five (5)-year period shall be limited to ten per cent (10%) of the annual rent for such preceeding five (5)-year period.

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

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

If the Consumer Price Index, as now constituted, compiled and published ceases to be compiled and published during the term hereof, then the Bureau of Labor Statistics shall be requested to furnish a statement converting the index figure for the applicable base date to a figure that would be comparable in another index published by the Bureau of Labor Statistics, and such other index shall be used in computing the rental increase provided for above.

If no conversion or other index is available, then such rental increase shall be determined by arbitration in the manner provided for in Section 25 hereof.

Section 5. USES PROHIBITED. Lessee shall not use, or permit the Demised Premises, or any part thereof, to be used, for any purpose or purposes other than the purpose for which the Demised Premises are hereby leased or such ancillary use or uses as may be approved by Lessor, provided that such ancillary use or uses shall not result in the reduction of the number of parking spaces in the Demised Premises below eighty per cent (80%) of the number of spaces available on the effective date hereof. For the purposes of this Lease, an ancillary use is one which does not alter the primary use of the Demised Premises from that of being a garage for the off-street parking of motor vehicles. No use may be made or permitted to be made of the Demised Premises, nor any act done, which will cause a cancellation of any insurance policy covering the building located thereon or any part thereof, nor shall Lessee sell, or permit to be kept, used or sold, in or about the Demised Premises, any article which may be prohibited by the standard form of fire insurance policy. Lessee shall, at its sole cost and expense, comply with all of the requirements, pertaining to the Demised Premises, of any insurance organization or company necessary for the maintenance of insurance, as in Section 18 hereof provided, covering any building and appurtenances at any time located on the Demised Premises.

Section 6. WASTE AND NUISANCE PROHIBITED. Lessee shall not commit, or suffer to be committed, any waste or nuisance on the Demised Premises.

Section 7. ABANDONMENT. Lessee shall not vacate or abandon the Demised Premises at any time during the term of this Lease; and if Lessee shall abandon, vacate or surrender the Demised Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Demised Premises shall be deemed to be abandoned, at the option of

Lessor.

Section 8. ENTRY BY LESSOR. Lessee shall permit Lessor and the agents of Lessor to enter into and on the Demised Premises at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of nonresponsibility for alterations, additions or repairs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Demised Premises thereby occasioned.

Section 9. TAXES AND ASSESSMENTS.

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

(b) Assessments affecting improvements. Specifically and without in any way limiting the generality of the foregoing, Lessee shall pay all special assessments, levies or charges made by any municipal or political subdivision for local improvements in cash as they fall due and before they become delinquent and as required by the act and proceedings under which any such assessment, levy or charge is made by any municipal or political subdivision. In this connection, (i) with respect to any special assessment, levy or charge which Lessor, in its governmental capacity, proposes to impose against the Demised Premises, Lessee shall be considered to be the "owner" thereof for the purposes of

Chapter 271 of the Nevada Revised Statutes, as from time to time amended, and, as such, shall be provided such notice of the proposed special assessment, levy or charge and shall be afforded such opportunity to protest the same as shall then be provided in said Chapter 271 for any record owner whose property will be affected by the proposed special assessment, levy or charge, or (ii) with respect to any special assessment which another governmental entity proposes to impose against the Demised Premises, Lessor, as the record owner thereof, will not consent to the proposed special assessment, levy or charge without the prior written consent of Lessee. Any failure of Lessor to provide Lessee with such notice and afford Lessee such right of protest or to obtain such consent, as the case may be, shall subject Lessor to the payment of any special assessment, levy or charge imposed in any proceeding to which such failure relates, without contribution from Lessee, but shall not provide Lessee with cause for termination pursuant to Section 34 hereof. If the right is given to pay any special assessment, levy or charge, for which Lessee is liable, either in one lump sum or in installments, Lessee may elect either mode of payment, and its election shall be binding on Lessor. If, by making any such election to pay in installments, any of such installments shall be payable after the termination of this Lease or any extended term hereof, such unpaid installments shall be prorated as of the date of such termination, and the amounts payable after the termination date shall be paid by Lessor. All other taxes and charges payable under this Section shall be prorated at the commencement and expiration of the term hereof.

(c) Contesting taxes. If Lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy or other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so and to defer the payment of such tax or charge, the validity or amount of which Lessee is so contesting, until final determination of the contest by giving to

Lessor written notice thereof prior to the commencement of any such contest, which shall be at least sixty (60) days prior to delinquency, and by protecting Lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment rate or governmental charge and from any cost, liability or damage arising out of any such contest.

(d) Disposition of rebates. All rebates on account of any such tax, rate, levy, charge or assessment, required to be paid, and actually paid, by Lessee under the provisions of this Lease shall belong to Lessee, and Lessor will, on the request of Lessee, execute any receipt, assignment or other acquittance that may be necessary in order to secure the recovery of any such rebate and will pay over to Lessee any such rebate that may be received by Lessor.

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

Section 10. PERSONAL PROPERTY TAXES. Lessee shall pay before delinquency all personal property taxes assessed against the personal property of Lessee in or about the Demised Premises at any time during the term hereof.

Section 11. CONDITION OF DEMISED PREMISES; DISPOSITION OF IMPROVEMENTS; TRADE FIXTURES.

(a) Inspection of Demised Premises by Lessee. Lessee represents that it has inspected the Demised Premises and acknowledges that they are now in good condition and repair, save and except the concrete spalling condition which exists with respect to certain beams, columns and floors in the existing building.

(b) Absence of other structural defects. Lessor represents that, with the exception of the spalling condition which is referred to in subsection (a) of this Section, it has no knowledge of any structural defect in the Demised Premises, including the existing building.

(c) Alterations to become part of realty. Subject to Lessee's right to make nonstructural alterations or improvements, as in Section 13 hereof provided, any alteration, improvement or installation made by Lessee to the Demised Premises shall at once become a part of the realty and belong to Lessor. On the expiration of this Lease or any sooner termination hereof, Lessee shall, subject to the provisions of subsection (d) of this Section, surrender the Demised Premises and all improvements thereon to Lessor in good, sanitary and neat order, condition and repair.

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

Section 12. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

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

(b) Damage to and destruction of improvements. Except as provided in subsection (e) of this Section, the damage, destruction or partial destruction of any building or other improvement which is a part of the Demised Premises shall not release Lessee from any obligation hereunder except as hereinafter expressly provided and, in case of damage to or destruction of any such building or improvement, Lessee, at its own expense, shall promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligations of Lessee, the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement.

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

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

(e) Loss by inherent defect or uninsurable casualty. Notwithstanding anything to the contrary in this Section contained, in the event that, (i) within the first five (5) years of the term of this Lease, the existing building should be damaged as a result of an inherent defect in the construction thereof, other than the concrete spalling condition which is described in subsection (a) of Section 11 hereof, or (ii), within the first fifteen (15) years of such term, the building should be damaged by any uninsurable casualty which is not the fault or is beyond the control of Lessee, to the extent that the same shall be rendered substantially unusable by Lessee, and substantial repairs are required to make the Demised Premises structurally sound and as usable as they were at the commencement of the term of this Lease, Lessee, at its option, may, in the alternative, (i) elect to terminate this Lease, in which event all rent, taxes, assessments and other sums payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and, in the event that any rent, tax, assessment or other sum shall have been paid in advance, Lessor shall refund the same for the unexpired period for which payment shall have been made, or (ii), with the approval of Lessor, effect such structural repairs and cause such construction or reconstruction to be done as may be necessary to make the Demised Premises structurally sound and as usable as they were at the commencement of the term hereof. In the event that Lessee elects to effect such structural repairs, all sums expended or obligations incurred by Lessee in connection therewith shall be shared equally by Lessee and Lessor, and Lessor,

upon demand, shall pay its share thereof to Lessee. If Lessor fails to reimburse Lessee for Lessor's share of such sums, Lessee may deduct the same from the rents subsequently payable hereunder until Lessor's share of such sums has been fully reimbursed to Lessee. During such work or repair, constructon or reconstruction, the fixed annual rent hereunder shall be abated in the same proportion that the square footage of the area or areas of the existing building made unuseable thereby bears to the total square footage of the existing building on the effective date hereof. For purposes of this subsection, "substantially unusabale" refers to damage to the existing building which renders it unusable in excess of twenty-five per cent (25%) of the square footage thereof on the effective date hereof, and "substantial repairs" means necessary repairs, construction or reconstruction of more than twenty-five per cent (25%) of the building as it exists on the effective date hereof.

Section 13. ALTERATIONS BY LESSEE; ERECTION OF SIGNS. Subject to the provisions of Section 16 hereof, Lessee is granted permission to make nonstructural alterations or improvements to the interior of the existing building without Lessor's approval, provided the cost of each such alteration or improvement shall not exceed Five Thousand and No/100ths Dollars ($5,000.00). Prior to making any nonstructural alteration or improvement to the interior of the building that costs in excess of Five Thousand and No/100ths Dollars ($5,000.00), or any structural alteration or improvement to the interior of the building or any alteration or improvement to the exterior of the building, or prior to constructing any new improvement on the Demised Premises, including erecting thereon or affixing thereto any sign of any kind or character, Lessee shall submit to and obtain Lessor's written approval of plans and specifications therefor, which approval shall not be unreasonably withheld by Lessor. Such approval shall be evidenced by the joint signatures of the City Manager and the City Engineer of Lessor, which approval shall not

unreasonably be withheld, and any disapproval by the City Manager or the City Engineer, or both, may be appealed to the City Council of Lessor. Any work done in or to the Demised Premises by Lessee, with or without the approval of Lessor as herein provided, shall comply with the requirements of all federal, state or municipal authorities having jurisdiction.

In this connection, Lessor acknowledges that Lessee, subject to the approval of Lessor as aforesaid as to each such alteration or improvement or series of alterations or improvements, as the case may be, shall be entitled to (i) make alterations or improvements to the appearance and structure of the Demised Premises, including the interior, exterior and areas of ingress and egress, either to facilitate the operation of the Demised Premises or to assist in the integration of the structure or structures thereon into the operation of such other facilities as Lessee may have in its immediate vicinity; provided, however, that such alterations and improvements shall not result in the reduction of the number of parking spaces in the Demised Premises below eighty per cent (80%) of the number of spaces available on the effective date hereof and provided, further, that at the end of the term hereof and at the request of Lessor, Lessee restores the Demised Premises to substantially the same condition they were prior to such alterations or improvements, reasonable wear and tear excepted, and (ii) increase the size of the existing building on the Demised Premises to provide additional parking spaces or space for such additional uses as Lessor may approve.

Section 14. MAINTAINING APPEARANCE OF DEMISED PREMISES. Lessee, at its expense, shall maintain the exterior of all buildings, whether now existing or later constructed, on the Demised Premises, the landscaping on, and all other portions of, the Demised Premises visible from the surrounding streets in as good, sanitary and neat order, condition and repair as the same exists on the commencement of the term hereof and at all times shall maintain sightly screens or barricades around any exterior gar-

bage or storage areas. Landscaping of the areas on or adjacent to the Demised Premises, with proper gardening service, shall be maintained at all times along the street frontages of the Demised Premises, except where necessary driveways are maintained, to insure an appearance which is at least equal to the manner in which the same is maintained on the effective date hereof.

Section 15. UTILITIES. Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service and other public utilities of every kind furnished to the Demised Premises throughout the term herof and all other expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the Demised Premises and all activities conducted thereon, and Lessor shall have no responsibility of any kind for any thereof.

Section 16. LIENS.

(a) Lessee's duty to keep Demised Premises free of liens. Lessee shall keep the Demised Premises, and every part thereof, and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmen's and other liens for or rising out of or in connection with any work or labor done, services performed or materials or appliances used or furnished for or in connection with any operation of Lessee, any alteration, improvement, repair or addition which Lessee may make or permit or cause to be made, or any work or construction by, for or permitted by Lessee on or about the Demised Premises, or any obligation of any kind incurred by Lessee, and Lessee shall, at all times, promptly and fully pay and discharge all claims on which any such lien may or could be based and shall indemnify Lessor and all of the Demised Premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice not less than fifteen (15) days in advance of the commencement of any construction, or of any alteration, addition, improvement or repair,

costing in excess of Five Thousand and No/100ths Dollars ($5,000.00), in order that Lessor may post appropriate notices of Lessor's nonresponsibility.

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

Section 17. INDEMNIFICATION OF LESSOR. Except for acts of Lessor or its agents, or as otherwise expressly provided in this Lease, Lessor shall not, at any time or to any extent whatsoever, be liable, responsible or in any way accountable for any injury to or death of persons or loss, destruction or damage to property, including the property and employees of Lessee, occurring in, on or about the Demised Premises or wherever occurring, resulting from any use of or activities on the Demised Premises or the operations of Lessee under this Lease, whether such injury, death, loss, destruction or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the Demised Premises, or shall result from or be caused by any other matter or thing, whether of the same kind as or of a different kind than the matters or things above

set forth, and Lessee shall forever indemnify Lessor against any and all claims, liability, loss, damage, actions or causes of action whatsoever on account of any such injury, death, loss, destruction or damage and any related expense, including attorneys' fees.

Section 18. INSURANCE.

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

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

(c) Personal injury liability insurance. Lessee shall, at its sole cost and expense, maintain, in effect throughout the

term of this Lease, personal injury liability insurance covering the Demised Premises and its appurtenances and the sidewalks fronting thereon, including the sidewalk area used for pedestrians or vehicular travel entering or leaving the Demised Premises, in the amount of One Million and No/100ths Dollars ($1,000,000.00), for injury to or death of any one person, and Five Million and No/100ths Dollars ($5,000,000.00), for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of Five Hundred Thousand and No/100ths Dollars ($500,000.00). Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee, but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessor and Lessee.

(d) Lessor's right to pay premiums on behalf of Lessee. All of the policies of insurance referred to in this Section shall be written in form and by insurance companies satisfactory to Lessor. Lessee shall pay all of the premiums therefor and deliver such policies, or certified copies thereof, including all endorsements and amendments thereof, to Lessor, and, in the event of the failure of Lessee either to effect such insurance in the names herein called for within five (5) days after the commencement of the term of this Lease and thereafter at least thirty (30) days prior to the expiration of any policy, or to pay the premiums therefor when required, or to deliver such policies or certified copies thereof to Lessor forthwith upon their becoming effective, Lessor shall be entitled, but shall have no obligation, to effect such insurance and pay the premiums therefor, which premiums shall be repayable to Lessor with the next installment of rent, and the failure to repay the same shall carry with it the same consequences as failure to pay any installment of rent. Each insurer mentioned herein shall agree, by endorsement to the policy or policies issued by it or by inde-

pendent instrument furnished to Lessor, that it will give Lessor ninety (90) days' written notice by certified mail before the policy or policies in question shall be altered or cancelled. Lessor shall not unreasonably withhold its approval as to the form of the policies of insurance or insurance companies. The insurance provided for in subsection (b) of this Section shall not be subject to the provisions of this subsection (d).

(e) Definition of full replacement value. The term "full replacement value" of the improvements as used herein shall mean the actual replacement cost thereof from time to time less exclusions provided in the normal fire insurance policy. In the event either Party believes that the full replacement value (i.e., the then replacement cost less exclusions) has increased or decreased, it shall have the right, but, except as hereinafter provided, only at intervals of not less than one (1) year, to have such full replacement value redetermined by an impartial third person ("Impartial Appraiser" herein) selected by the Parties, or, should they be unable to agree on a selection, by an impartial third person chosen by the then Insurance Commissioner of Nevada on application by either Party made after fifteen (15) days' written notice to the other Party of the time and place of such application. After the selection of the Impartial Appraiser has been made, the Party desiring to have such full replacement value so redetermined thereby shall, forthwith upon the submission of such redetermination to the Impartial Appraiser, give written notice thereof to the other Party. The determination of the Impartial Appraiser shall be final and binding on the Parties, and Lessee shall forthwith increase, or may decrease, as the case may be, the amount of the insurance carried pursuant to this Section to the amount necessary to protect the Demised Premises at ninety per cent (90%) of the new full replacement value as so determined by the Impartial Appraiser. Such determination shall be binding for a period of one (1) year and until superseded by agreement between the Parties or by a subsequent redetermination

by an Impartial Appraiser. The Party requesting the redetermination shall pay the entire fee, if any, of the Impartial Appraiser if the redetermination is not more favorable to that Party than the prior determination. If the redetermination is more favorable to the Party requesting it than the prior determination, each Party shall pay fifty per cent (50%) of the fee, if any, of the Impartial Appraiser. If, during any one (1) year, Lessee shall have made improvements to the Demised Premises, Lessor may have such full replacement value redetermined at any time after such improvements are made, regardless of when the full replacement value was last determined. The term "full replacement value" of trade fixtures, equipment and merchandise, as used herein, shall mean the actual replacement cost thereof from time to time. In the event either Party believes that the full replacement value of such trade fixtures, equipment and merchandise has increased or decreased, it shall have the right to have such replacement value redetermined as provided above for the redetermination of the full replacement value of the improvements.

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

decision of such impartial third person as to the proper and reasonable limits for such insurance then to be carried shall be binding on the Parties and such insurance shall be carried with the limits as thus determined until such limits shall again be changed pursuant to the provisions of this subsection. The expense of such determination shall be borne equally by the Parties.

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

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

Section 19. SURRENDER OF DEMISED PREMISES. Lessee shall pay the rent and all other sums required to be paid hereunder in the amounts, at the times and in the manner herein provided, shall keep and perform all the terms and conditions hereof on its part to be kept and performed and, at the expiration or sooner termination of this Lease, shall peaceably and quietly quit and surrender to Lessor the Demised Premises in good order and condition, subject to the other provisions of this Lease. In the event of the nonperformance by Lessee of any of the covenants of Lessee undertaken herein, this Lease may be terminated as herein provided.

Section 20. INSOLVENCY AND BANKRUPTCY. Either (i) the filing by or against Lessee of a voluntary or involuntary, as the case

may be, petition in bankruptcy or the making by Lessee of an assignment for the benefit of creditors, or (ii) the consenting by Lessee to the appointment of a receiver or trustee of all or any part of its property, or (iii) the filing by Lessee of a petition or answer seeking reorganization under the Bankruptcy Code or any other applicable law, or (iv) the filing by Lessee of a petition to take advantage of any insolvency act, shall constitute a breach of this Lease by Lessee. On the occurrence of any such event, this Lease shall terminate thirty (30) days after written notice of termination from Lessor to Lessee.

Section 21. NOTICE OF DEFAULT.

(a) Notice to cure default in rent. Except as to the provisions of Section 20 hereof, Lessee shall not be deemed to be in default hereunder in the payment of rent or the payment of any other moneys as herein required or in the furnishing of any bond or insurance policy when required herein unless Lessor shall first give to Lessee thirty (30) days' written notice of such default, and Lessee has failed to cure such default within such thirty (30)-day period.

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

Section 22. DEFAULT. In the event of any default hereunder by Lessee, Lessor, in addition to the other rights or remedies it may have, shall have the immediate right to re-enter the Demised Premises and remove all persons and property therefrom. Any such property may be removed and stored in a public warehouse or else-

where at the cost and expense, and for the account, of Lessee. Should Lessor elect to re-enter, as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, relet the Demised Premises, or any part thereof, for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and on such other terms and conditions as Lessor, in its sole and absolute discretion, may deem advisable, with a right to make alterations and repairs to the Demised Premises. On any such reletting, (i) Lessee shall be immediately liable to pay to Lessor, in addition to any indebtedness, other than rent, due hereunder, the expense of such reletting and for such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this Lease for the period of such reletting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Demised Premises for such period on such reletting, or (ii), at the option of Lessor, rents received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor, second, to the payment of any expense of such reletting and of such alteration and repair, third, to the payment of rent due and unpaid hereunder, and fourth, the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (i) hereof, and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such reletting under option (ii) hereof during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Demised Premises by Lessor

shall be construed as an election on the part of Lessor to terminate this Lease unless a written notice of such intention is given to Lessee or unless the termination hereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, elect to terminate this Lease for such previous default. Should Lessor, at any time, terminate this Lease for any default of Lessee, in addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Demised Premises and including the worth, at the time of such termination, of the amount, if any, by which the amount of rent and charges equivalent to the rent reserved in this Lease for the remainder of the stated term exceeds the then reasonable rental value of the Demised Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

Section 23. LESSOR'S RIGHT TO PERFORM. In the event that Lessee, by failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and such failure shall continue for a period as heretofore described in Section 21, after written notice from Lessor specifying the nature of the act or thing to be done or performed, then Lessor shall be entitled, but shall have no obligation, to do or perform or cause to be done or performed such act or thing (entering on the Demised Premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable, or in any way responsible, for any loss, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor, on demand, the entire expense thereof, including compensation to the agents and employees of Lessor. Any act or thing done by Lessor pursuant to the provisions hereof shall not be or be construed as a waiver of any such default by Lessee or waiver of any term, covenant or condition

herein contained or for the performance thereof or of any other right or remedy of Lessor hereunder or otherwise. All amounts payable by Lessee to Lessor under any of the provisions of this Lease, if not paid when the same become due as provided in this Lease, shall bear interest from the date the same became due until paid at the rate of twelve per cent (12%) per annum, compounded annually.

Section 24. MAINTENANCE; PAINTING; ROOFING. Lessee shall, at Lessee's sole cost and expense, maintain in good condition and repair, and shall replace whenever necessary, sidewalks, curbs, roads, driveways, lighting standards, landscaping, sewers, water, gas and electrical distribution systems and facilities, drainage facilities and all signs, both illuminated and non-illuminated, which now are or hereafter become situate on the Demised Premises. Lessee shall maintain the lines designating the parking spaces within the Demised Premises in good condition and paint the same as often as may be necessary so that they are easily discernible at all times. Lessee, at its sole cost and expense, shall paint the exterior of all buildings on the Demised Premises as often as may be necessary in order to maintain the same in a neat, well-kept and attractive condition and shall effect such painting in a first-class, workmanlike manner with at least one coat of paint. Lessee shall install new roof covering on or recoat the roofs of all buildings on the Demised Premises in a first-class, workmanlike manner as often as may be necessary in order to prevent moisture from entering said buildings, and Lessee shall take all reasonable precautions to insure that the drainage facilities of the various roofs are not clogged and are in good and operable condition at all times. All of this work is to be executed to the approval of Lessor.

Section 25. EXERCISE OF EMINENT DOMAIN. If title to the Demised Premises, or any part thereof, shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by purchase under threat thereof, the amount that

may be awarded as compensation, or both compensation and damages, or received as a result of any such condemnation proceedings, or the purchase price received, shall be apportioned between Lessor and Lessee as their interests may appear.

(a) Condemnation rendering Demised Premises unsuitable for Lessee's occupancy. In the event that such portion of the Demised Premises shall be so taken that a reasonable amount of reconstruction of the then existing buildings will not constitute the same a practical improvement for the remaining portion of the Demised Premises and reasonably suitable for Lessee's continued occupancy thereof, this Lease shall terminate as of the date title to the portion condemned shall vest in the condemner or the purchaser, as the case may be, and the rental due hereunder shall be apportioned between the Parties as of the date of such taking. A taking of more than twenty-five per cent (25%) of the ground floor area of the Demised Premises shall be conclusively presumed to have rendered the remainder of the Demised Premises not reasonably suitable for Lessee's continued occupancy in order to entitle Lessee, at its option, to terminate this Lease.

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

(c) Condemnation of fixtures or improvements. Nothing contained in subsections (a) and (b) of this Section shall be deemed or construed to prevent Lessee from interposing or prosecuting, in any condemnation proceeding, a claim for the value of any of its fixtures or improvements installed in, or made to, the Demised Premises and receiving and retaining the proceeds of any such claim, and Lessor shall have no claim or right thereto. The foregoing does not apply to any fixture or improvement for which Lessee has received reimbursement from Lessor, either in cash or by recovery of cost by reduction of rent, or to any fixture or equipment which has been installed by Lessee in substitution for or replacement of any fixture or equipment which is now in place on the Demised Premises.

(d) Partial condemnation. In the event that only a part of the Demised Premises shall be so taken and the building shall be partially removed or taken as a result thereof, Lessor shall, should this Lease remain in force as to the part not so taken, with reasonable diligence repair the remaining portion of the building in order to restore such remaining portion as a building complete in itself and in order to put the same in a condition to be used by Lessee as a complete building, but Lessor shall not be obligated to expend thereon more than the sum awarded to Lessor as compensation for the taking of a part of such building in such condemnation proceedings or in settlement in lieu thereof. There shall be an abatement or reduction in rent during restoration, to be determined in accordance with subsection (b) of this Section. Lessor may so repair only upon the condition that such repairs will render the Demised Premises reasonably suitable for Lessee's continued occupancy thereof.

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

(f) Provision for arbitration. In the event that, in the opinion of either Party, the percentages set forth in subsection (a) of this Section are unreasonable in the light of then existing conditions or in the event of any dispute or controversy between the Parties with respect to the provisions of this Section, the construction thereof or the rights and obligations of the Parties hereunder, such percentages or such dispute or controversy shall be arbitrated as follows: Each Party shall select an arbitrator, the two arbitrators so selected shall select a third arbitrator, who shall serve as the chairman of the arbitration panel, and the three arbitrators so selected shall hear and determine the controversy. The decision of the arbitration panel shall be final and binding on both Lessor and Lessee, who shall bear the cost of such arbitration equally between them.

Section 26. SECURITY DEPOSIT. As and for a security deposit, Lessee shall deposit with Lessor, on or before July 1, 1984, or such later date as may be established for the commencement of the term hereof pursuant to Section 2 above, an amount equal to the first annual installment of rent which is due on that date. The Parties agree that such deposit shall be held by Lessor as security for the faithful performance by Lessee of all of the terms, covenants and conditions of this Lease by Lessee to be kept and performed during the term hereof. If at any time Lessee shall be in default in the payment of any of the rent herein reserved or in the payment of any other sum payable hereunder by Lessee to Lessor, including without limitation the repayment of any sum expended by Lessor pursuant to the right, conferred upon Lessor by Section 23 above, to do or perform any act or thing of which Lessee is in default, then Lessor shall be entitled, but shall not be obligated, to appropriate and apply any portion of such deposit to the payment of any such rent or other sum which may be in default. The appropriation and application by Lessor of such security deposit as aforesaid shall not constitute a waiver on the part of Lessor of any default by Lessee, other than the par-

ticular default to which such security deposit, or portion thereof, is applied. In the event of the failure of Lessee to keep and perform all of the terms, covenants and conditions of this Lease to be kept and performed by Lessee, then, at the option of Lessor, Lessor may, after terminating this Lease, appropriate and apply such deposit or so much thereof as may be necessary, to compensate Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should such security deposit, or any portion thereof, be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, and Lessor shall not have exercised its option to terminate this Lease, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore such security to the original amount of such security deposit, and Lessee's failure to do so within thirty (30) days after receipt of such demand shall constitute a breach of this Lease. Should Lessee comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the rental herein provided for as the same falls due, and all other sums payable by Lessee to Lessor hereunder, Lessee shall have the right, provided that it is not then in default of any of the terms, covenants or conditions of this Lease, to have Lessor apply such security deposit, or so much thereof as shall then remain, toward the payment of the final annual installment of rent due hereunder, whether at the end of the term of this Lease or on the earlier termination of this Lease pursuant to the provisions of Section 12, 25 or 34 hereof.

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

Section 27. RIGHT OF LESSOR TO SELL OR CONVEY DEMISED PREMISES.

(a) Effect of sale. Lessor shall have the right, at any time during the term hereof, to sell or convey the Demised Premises, and, in the event of any such sale or conveyance, the same shall be made subject to this Lease and, upon compliance by Lessor with Section 28 hereof, shall operate to release Lessor from any further liability under any of the terms, covenants and conditions contained in this Lease, whether express or implied, and, in such event, Lessee shall look solely to the responsibility of the successor in interest in and to this Lease.

(b) Attornment by Lessee. Upon any such sale, Lessee shall attorn to and recognize the purchaser as the successor lessor hereunder and shall execute and deliver thereto such instruments as such successor lessor may reasonably request to evidence such attornment; provided, however, that, upon such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between such successor lessor and Lessee upon the same terms, covenants and conditions as set forth herein and shall be applicable and enforceable after such attornment. Notwithstanding the foregoing, any sale of the Demised Premises and subsequent attornment shall not be deemed to be or constitute a waiver, release, extinguishment or relinquishment on the part of Lessee of any of Lessee's accrued claims against Lessor. Upon the sale of the Demised Premises by Lessor, the successor lessor shall execute and deliver to Lessee a non-disburbance agreement in which the successor lessor agrees, in substance, that such sale or conveyance may not effect any of Lessee's rights hereunder in any way, nor may Lessee's leasehold estate hereunder be terminated or disturbed by reason of such sale or conveyance.

(c) Lessee's right of first refusal. Anything to the contrary in this Section notwithstanding, in the event that Lessor elects to sell the Demised Premises, or any portion thereof, at a private sale, during the term of this Lease, and to the extent that it then may lawfully do so, Lessor shall, before

accepting any offer to purchase the Demised Premises or portion thereof, as the case may be, afford Lessee the right of first refusal to meet such offer, on the same terms and conditions as therein contained. If Lessee fails to notify Lessor in writing, within fifteen (15) days after Lessee receives notice of such offer from Lessor, of Lessee's intention to meet such offer or, after so notifying Lessor, fails to meet such offer within sixty (60) days after Lessee's receipt of notice of such offer, Lessor may accept such offer and sell the Demised Premises or portion thereof, as the case may be, to the person who submitted the same, in accordance with the terms and conditions therein contained.

Section 28. TRANSFER OF SECURITY DEPOSIT UPON SALE OR CONVEYANCE.

Upon any sale or conveyance by Lessor of the Demised Premises, Lessor shall transfer or deliver to the purchaser the security deposit provided for in Section 27 hereof, or so much thereof as shall then remain, and thereupon Lessor shall be discharged from any further liability in reference thereto.

Section 29. RIGHT OF LESSOR TO ENCUMBER DEMISED PREMISES; SUBORDINATION.

(a) Conditions to subordination. Lessor shall have the right, at any time and from time to time during the term hereof, to encumber the Demised Premises, and this Lease shall be subordinate to any mortgage or deed of trust which may hereafter be placed on the Demised Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided that the mortgagee or trustee named in any such mortgage or deed of trust shall agree to recognize the interests of Lessee hereunder in the event of foreclosure, if Lessee is not then in default, and that this Lease is subject to the express conditions that such mortgagee or trustee, by the terms of such mortgage or deed of trust or by separate agreement (a copy of which mortgage or deed of trust or separate agreement, as the case may be, in a form reasonably

satisfactory to Lessee's counsel, to be delivered by Lessor to Lessee concurrently with the execution of such mortgage or deed of trust), agrees, in substance, that, as long as this Lease is in effect, (i) Lessee may not be joined as a party defendant in any foreclosure action or proceeding which may be taken by such mortgagee or trustee, or its successor or successors, and (ii) Lessee may not be evicted from the Demised Premises, nor may any of Lessee's rights hereunder be affected in any way, nor may Lessee's leasehold estate hereunder be terminated or disturbed, by reason of any default under such mortgage or deed of trust; provided, however, that, upon the request of such mortgagee or trustee or the purchaser of the Demised Premises at any foreclosure sale, as the successor lessor, Lessee shall attorn to and recognize the successor lessor and shall execute and deliver thereto a recognition and attornment agreement in the form prepared by such mortgagee or trustee or such purchaser, as the case may be, and reasonably satisfactory to Lessee's counsel. Upon any such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the successor lessor and Lessee upon the same terms, covenants and conditions as set forth herein and shall be applicable and enforceable after such attornment. Notwithstanding the foregoing, such attornment shall not be deemed to be or constitute a waiver, release, extinguishment or relinquishment on the part of Lessee of any of Lessee's accrued claims against Lessor.

(b) Agreement by mortgagee or trustee not to require subordination. In the event that any mortgagee or trustee shall agree to permit this Lease to be prior to the lien of its mortgage or deed of trust, upon such mortgagee's or trustee's giving notice in writing to Lessee to that effect, this Lease shall be deemed prior to the lien of such mortgage or deed of trust, whether or not this Lease is dated prior or subsequent to the date of such mortgage or deed of trust or to the date of the recording thereof. Lessee shall execute and deliver whatever

instruments may be required for such purpose and, failing to do so within sixty (60) days after demand in writing, does hereby make, constitute and irrevocably appoint Lessor as its attorney-in-fact and in its name, place and stead so to do.

Section 30. ASSIGNMENT AND SUBLEASE. Lessee shall not assign this Lease, or any interest herein, and shall not sublet the Demised Premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Lessee excepted) to occupy or use the Demised Premises, or any portion thereof, without the prior written consent of Lessor, which consent shall not unreasonably be withheld by Lessor; and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void and shall, at the option of Lessor, terminate this Lease. This Lease shall not, nor shall any interest herein, be assignable, as to the interest of Lessee, by operation of law without the written consent of Lessor.

Section 31. HOLDING OVER. Any holding over after the expiration of the term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from year to year, at the same annual rental as required to be paid by Lessee for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Section 32. SURRENDER OF LEASE. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation hereof shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the option of Lessor, operate as an assignment to it of any and all such subleases or subtenancies.

Section 33. REMEDIES CUMULATIVE. All of the remedies hereinbefore and hereinafter conferred on Lessor shall be deemed cumula-

tive, and no one shall be deemed exclusive of any other or any other remedy conferred by law.

Section 34. LESSEE'S REMEDIES. Except as otherwise provided in this Lease, if Lessor defaults in the observance or performance of any term, covenant or condition which is expressly required to be observed or performed by it hereunder, Lessee shall have the option, in the alternative, (i) to terminate this Lease, in which event all rent, taxes, assessments and other sums payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and, in the event that any rent, tax, assessment or other sum shall have been paid in advance, Lessor shall refund the same for the unexpired period for which payment shall have been made, or (ii) to remedy such default and to pay such expenses as may be necessary therefor. In the event that Lessee elects to remedy such default, all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee upon demand, and, if Lessor fails to reimburse Lessee for such sums, Lessee may deduct the same from the rents subsequently payable hereunder until such sums have been fully reimbursed to Lessee. Lessor shall not be deemed to be in default hereunder, however, unless Lessee shall first give to Lessor ninety (90) days' written notice of such default, and Lessor has failed to cure such default within such ninety (90) day period, or, if the default is of such a nature that it cannot be cured within ninety (90) days, Lessor has failed to commence to cure such default within such period of ninety (90) days or has failed thereafter to proceed to the curing of such default with all possible diligence.

Section 35. ATTORNEYS' FEES. If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the provisions of this Lease, or for the recovery of the possession of the Demised Premises, the prevailing Party shall be entitled to recover from the other Party, as part of the prevailing Party's

costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

Section 36. WAIVER. The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular installment or installments of rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

Section 37. ESTOPPEL CERTIFICATES. Lessor and Lessee shall, at any time and from time to time during the term hereof and upon no less than fifteen (15) days' prior request by the other Party, execute, acknowledge and deliver to Lessor or Lessee, as the case may be, a statement in writing certifying that this Lease is unmodified, or, if modified, the particulars of any such modification, the identity of the Parties, that the same is in full force and effect (or, if there has been any modification, that the same is in full force and effect as so modified) on the date of such statement and the date to which rent has been paid, it being the intent of the Parties that such statement may be delivered to and relied upon by any prospective purchaser, encumbrancer or assignee of the respective Parties.

Section 38. NOTICES.

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

If to Lessor:

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

If to Lessee:

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

Section 39. TIME OF THE ESSENCE. Time is of the essence of this Lease, and of each and every term, covenant, condition and provision hereof.

Section 40. SECTION CAPTIONS. The captions appearing under the section and subsection designations of this Lease are for convenience only and are not a part of this Lease, do not in any way limit or amplify the terms and provisions of this Lease and should not be relied upon or resorted to in the interpretation of the respective sections and subsections.

Section 41. PARTIES BOUND. This Lease, and each of the terms, covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to

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and be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, successors, executors, administrators and assigns.

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

ATTEST: CITY OF LAS VEGAS

_____ By_____
CAROL ANN HAWLEY, City Clerk WILLIAM H. BRIARE, Mayor

"LESSOR"

ATTEST:

_____ By_____
, Secretary , President

"LESSEE"

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

_____
NOTARY PUBLIC in and for said County and State

STATE OF)
) ss.
COUNTY OF)

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

_____
NOTARY PUBLIC in and for said County and State

AGENDA DOCUMENTATION

Date: March 28, 1984

TO:
The City Council

FROM:
Val Steed
Deputy City Attorney

SUBJECT:
Approval of Agreement with Clark County and North Las Vegas Re: Automatic and Mutual Aid for Fire Protection and Rescue Services

PURPOSE/BACKGROUND

Over the past several years, the City of Las Vegas, the City of North Las Vegas and Clark County have participated in an automatic aid agreement, under which fire protection and rescue services have been provided within the three jurisdictions as needed, without regard to jurisdictional boundaries. It has been proposed that a new cooperative agreement be developed and entered into by the three entities to provide for mutual reimbursement for fire responses across jurisdictional boundaries.

This agreement would continue to provide for automatic and mutual aid between the three entities, but each entity would be entitled to reimbursement (or setoff) in the amount of $300.00 for each of its emergency units which was dispatched to an incident within the jurisdictional boundaries of another entity.

This agreement has been submitted to the City of North Las Vegas and Clark County for review.

FISCAL IMPACT

Will depend on dispatching.

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-K

AUTOMATIC AND MUTUAL AID AGREEMENT
FOR
FIRE PROTECTION AND RESCUE SERVICES

THIS AGREEMENT, made and entered into on this ___ day of _____, 1984, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, THE CITY OF LAS VEGAS, a municipal corporation of the State of Nevada and THE CITY OF NORTH LAS VEGAS, a municipal corporation of the State of Nevada.

W I T N E S S E T H:

WHEREAS, the parties to this Agreement provide fire protection and rescue services within their respective territorial limits.

WHEREAS, it is to the mutual advantage and benefit of the parties to this Agreement to render supplemental fire protection and rescue services to each other in the event of a fire or other local emergency which is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of the party in whose jurisdiction the emergency occurs.

WHEREAS, NRS 277 authorizes cooperative agreements for the performance of governmental functions.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN EACH AND ALL OF THE PARTIES HERETO, AS FOLLOWS:

1. There is hereby created an automatic aid between the parties' Fire Departments that will allow the nearest fire suppression and rescue units and manpower to be utilized at the scene of an emergency occurring within the established running areas of those units. For any particular emergency, the closest available emergency unit or units (whether City or County) shall automatically be dispatched thereto.

2. City and County units shall also be provided and dispatched simultaneously into areas of mutual interest and protection in City and County areas on a first alarm basis.

3. In addition, the Fire Department of any party may request the aid of the Fire Department of one or both of the

other parties to assist in responding to an emergency within the jurisdiction of the requesting party.

Upon such request, appropriate emergency units of such other parties shall be dispatched, as available, to render the aid requested.

4. Each of the respective Departments shall designate one or more officers-in-charge, who shall have the authority and responsibility to request such additional assistance. Each of the parties shall notify the others of the designation.

Details as to methods of requesting assistance, and such other planning as may be necessary to effectuate the purpose of this Agreement, may be covered by supplementary agreements between the Chiefs of the respective Fire Departments.

5. Insofar as possible, emergency personnel and equipment dispatched pursuant hereto shall operate under the control and at the direction of the Department which provides such personnel and equipment. The overall command of personnel and equipment engaged in responding to a particular emergency shall be retained by the appropriate officers of the Fire Department which received or requested the assistance.

6. With respect to each emergency in which, pursuant to this Agreement, aid is provided automatically or as requested, the party within whose jurisdictional boundaries the emergency occurs shall reimburse each of the other parties whose Fire Department responds the amount of $300.00 per unit run; i.e., $300.00 for each emergency unit which is actually dispatched to the emergency.

The Alarm Office of the Fire Department of the City of Las Vegas, on a quarterly basis, will provide to each party a statement which details all dispatches that require reimbursement to or from that party. As between each pair of the parties, there shall be an appropriate setoff. Thereafter, in each case, the party to whom reimbursement is still owing shall invoice the other for that amount. Payment shall be made within 15 days after receipt of invoice.

7. The reimbursement provisions herein are independent of any cost-sharing arrangements separately agreed to by the parties with regard to the facilities and operation of the communication system operated by the City of Las Vegas.

8. It is mutually understood and agreed that this Agreement does not relieve any party hereto from the necessity and obligation of furnishing adequate fire and rescue protection within its own jurisdictional boundaries.

9. It is mutually understood and agreed that any party which requests or receives assistance in accordance with this Agreement:

A) is not required to indemnify any party furnishing assistance as to any liability or damage imposed by law upon the assisting party by reason of an act or omission of its employee occurring in the performance of the service, and

B) shall be responsible for acts of the employees of an assisting party only to the extent such acts were performed at the scene of the emergency and at the specific direction of an employee of the party requesting or receiving assistance.

10. This Agreement shall not be construed as, nor deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action hereunder for any cause whatsoever.

11. Any services performed or expenditures made in connection with the furnishing of assistance shall conclusively be presumed to be for the direct protection of the inhabitants and property of the party furnishing the assistance and for the direct benefit of all the inhabitants and citizens of the County and the municipalities.

12. This Agreement shall become effective upon execution by the parties and shall remain in effect until two or more of the parties elect to withdraw from participation herein. Any party may withdraw at any time by giving written notice to the

other parties at least one hundred and eighty (180) days prior to the end of the fiscal year.

13. Withdrawal by any one party shall not void this Agreement between the remaining parties.

14. A map shall be created and agreed upon by the parties designating areas of responsibility covered by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided the day and year first above written.

COUNTY OF CLARK AND ALL UNINCORPORATED TOWNS AND FIRE PROTECTION DISTRICTS OF CLARK COUNTY

By_____
THALIA DONDERO, Chairman
Board of Clark County Commissioners

ATTEST:

_____
LORETTA BOWMAN, County Clerk

CITY OF LAS VEGAS, NEVADA

By_____
WILLIAM H. BRIARE, Mayor

ATTEST:

_____
CAROL ANN HAWLEY, City Clerk

CITY OF NORTH LAS VEGAS, NEVADA

By_____
JAMES SEASTRAND, Mayor

ATTEST:

_____
ESTHER V. BORDEN, City Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 28, 1984

TO:
The City Council

FROM:
Val Steed
Deputy City Attorney

SUBJECT:
Approval of Agreement with Clark County and North Las Vegas Re: Fire Communication Services

PURPOSE/BACKGROUND

Over the past several years, the City of Las Vegas, pursuant to agreement, has operated a centralized fire communication (dispatching) system for and in behalf of the City of Las Vegas, the City of North Las Vegas and Clark County. It has been proposed that a new cooperative agreement be developed and entered into by the three entities to provide for the sharing of costs associated with the operation of the centralized communication system.

This agreement would continue the operation of a centralized fire communication system by the City of Las Vegas for and in behalf of the three entities. The City of North Las Vegas and Clark County would pay a flat monthly charge to the City of Las Vegas, based upon a percentage of the shared costs of operating the communications system. For Fiscal Year '84-'85, the payments and percentages for the City of North Las Vegas and Clark County would be as follows:

	PAYMENT	PERCENTAGE
Clark County	$36,300/month ($435,600 yearly)	47%
North Las Vegas	$ 6,953/month ($83,436 yearly)	9%

For subsequent years, the percentages would be subject to adjustment to reflect incident report data for the preceding calendar year. Payment amounts would be based upon the applicable percentages of the costs and expenses to be shared.

This agreement has been submitted to the City of North Las Vegas and Clark County for review.

FISCAL IMPACT

A. FY '84-'85 - $519,036 yearly

B. Thereafter - Will depend on budget and dispatching data

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-L

COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 1984, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as "LAS VEGAS"), the CITY OF NORTH LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada (hereinafter referred to as "NORTH LAS VEGAS") and the COUNTY OF CLARK, a political subdivision of the State of Nevada (hereinafter referred to as "CLARK COUNTY").

W I T N E S S E T H:

WHEREAS, LAS VEGAS, NORTH LAS VEGAS and CLARK COUNTY are the governmental entities responsible for providing fire and rescue services to the residents within the jurisdictional boundaries of each governmental entity; and

WHEREAS, part of this responsibility requires the proper dispatch of fire suppression and rescue units in response to calls requesting such fire and rescue services; and

WHEREAS, Chapter 277 of the Nevada Revised Statutes authorizes any two or more political subdivisions of the State of Nevada to enter into a cooperative agreement for the performance of any governmental function; and

WHEREAS, pursuant to the provisions of Chapter 277 of the Nevada Revised Statutes LAS VEGAS has entered into cooperative agreements with CLARK COUNTY and NORTH LAS VEGAS dated April 4, 1973, and September 14, 1977, respectively, establishing a combined communication system ("System") and a Combined Communication Center ("Center") operated and supervised by the Department of Fire Services of LAS VEGAS; and

WHEREAS, pursuant to the aforementioned agreements the Department of Fire Services of LAS VEGAS has operated the System and the Center for the benefit of the parties hereto; and

WHEREAS, the purpose of this Agreement is to continue in principle the System and the Center, with operation and control

by LAS VEGAS under the terms and conditions as herein provided.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants the parties do agree as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to centralize the dispatching requirements of all the parties hereto by continuing the System and the Center for the purpose of receiving all incoming calls for fire related services emanating from within the jurisdictional boundaries of the parties hereto, and dispatching the necessary rescue and suppression units in response to such emergency calls. The Center, presently located at 320 N. Casino Center Blvd., will be relocated to LAS VEGAS' new Central Fire Station when completed.

SECTION II: OPERATION OF THE SYSTEM AND CENTER

A. Daily Operational Control: It is agreed by the parties hereto that the System and the Center shall be under the daily supervision and control of the Department of Fire Services of LAS VEGAS.

The dispatching procedures, radio codes, situation codes or other communication codes shall be standardized for all of the parties by agreement. Thereafter, the dispatching procedures, radio codes, situation codes or other communication codes or devices in effect during the term of this Agreement shall be the same for all the parties. However, each party shall retain responsibility for determining its dispatching policy, consisting of the number and kind of fire suppression and rescue units to be dispatched by the Center in response to a fire alarm within the jurisdiction of the governmental entity.

It is understood that LAS VEGAS will operate the System in accordance with the applicable general guidelines as set forth by the Insurance Service Office of Nevada, presently in effect and as from time to time amended.

B. Financial Administration: It is agreed by the parties hereto that LAS VEGAS shall assume the responsibilities on

behalf of all the parties for the financial administration of the System and the Center.

C. Repair and Maintenance: The Department of Fire Services for LAS VEGAS shall be responsible for the maintenance and repair of the System and the Center. LAS VEGAS reserves the right to perform all such maintenance and repairs through its own employees or by entering into separate maintenance agreements.

D. Personnel: LAS VEGAS shall be responsible for providing such personnel as it deems necessary for the operation, maintenance and repair of the System and the Center. Such personnel shall be considered employees of LAS VEGAS. Selection, classification, compensation, termination and other related personnel matters pertaining to such personnel shall be in accordance with applicable LAS VEGAS personnel rules, regulations and procedures.

SECTION III: PAYMENT

CLARK COUNTY and NORTH LAS VEGAS shall pay to LAS VEGAS, on a monthly basis, their respective portions of the shared costs and expenses for the operation, maintenance and repair of the System and the Center, as set forth in Section IV. LAS VEGAS shall invoice CLARK COUNTY and NORTH LAS VEGAS on a monthly basis. Payment shall be made within 15 days after receipt of invoice.

SECTION IV: SHARING OF COSTS AND EXPENSES

A. For purposes of this Agreement, "shared costs and expenses" for a particular fiscal year means the budgeted expenditures for that year for the operation, maintenance and repair of the System and the Center, minus any unshared costs and expenses, as hereinafter described, which are attributable to LAS VEGAS.

B. CLARK COUNTY and NORTH LAS VEGAS shall pay to LAS VEGAS the amounts set forth in this Section in the manner prescribed by Section III. The determination of the payments to be made by CLARK COUNTY and NORTH LAS VEGAS pursuant to this

Agreement is based upon the premise that the costs and expenses of operating, maintaining and repairing the System and the Center will be apportioned between the parties on the basis of the number of incident reports arising out of each party's jurisdiction in relation to the total number of incident reports. Costs and expenses which are to be shared are those incurred for the benefit of all parties and include, without limitation, the following:

- Depreciation of telephone lines and equipment necessary for combined communications
- Depreciation of communications and support equipment
- Maintenance and operation of the Center facility and supporting equipment
- Depreciation of the new facility presently under construction
- Personnel salaries and fringe benefits
- Administration and overhead costs
- Other normal budgeted categories necessary for operation of the System and the Center.

Unshared costs and expenses are capital expenses and other expenses incurred solely for the benefit of one party and shall be the responsibility of that party. Examples of such costs and expenses are:

- Capital expenses
- The expenses of a party in installing and maintaining a telephone line to a fire station within its jurisdiction
- Special service expenses requiring overtime work by LAS VEGAS personnel

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C. The amounts to be paid by CLARK COUNTY and NORTH LAS VEGAS (and the percentages upon which those amounts are based) are as follows:

1. Fiscal Year '84-'85:

	Payment	Percentage of Shared Costs and Expenses
CLARK COUNTY	$36,300/month ($435,600 yearly)	47%
NORTH LAS VEGAS	$ 6,953/month ($83,436 yearly)	9%

2. July 1, 1985 and Thereafter: Beginning with the fiscal year commencing on July 1, 1985, and each fiscal year thereafter, each party's share for that year will be based upon a percentage of the total number of incident reports on record for the preceding calendar year. The percentage for each party will reflect that proportion which the number of incident reports within that party's jurisdiction during the preceding calendar year bears to the total number of incident reports during that year within the jurisdictions of all the parties. For the particular fiscal year, CLARK COUNTY and NORTH LAS VEGAS shall pay to LAS VEGAS the applicable percentage of the shared costs and expenses for that year.

SECTION V: BUDGET PREPARATION

Toward the end of Fiscal Year '84-'85 and each year thereafter, LAS VEGAS shall prepare a budget projecting the shared costs and expenses for the upcoming fiscal year, and shall notify the other parties thereof.

SECTION VI: DURATION

This Agreement shall continue in force and effect for a minimum of five (5) years from the date of execution hereof. After expiration of this five (5) year period, each party shall have the right to terminate its participation in this Agreement as provided under Section VII. This Agreement shall continue to be in force and effect between the parties until a party exercises its right of termination or a termination date is agreed to by two of the three parties hereto.

SECTION VII: RIGHT OF TERMINATION

Any party may terminate its participation in this Agreement at the end of the five (5) year period set forth in Section VI, or at the end of any fiscal year thereafter, by giving written notice to the other parties at least 180 days prior to the end of the fiscal year in which said party wishes to withdraw. Notice is deemed to have been given, for purposes of this Agreement, upon actual receipt of notice.

SECTION VIII: OWNERSHIP

No ownership interest shall be obtained by NORTH LAS VEGAS or CLARK COUNTY in any personal property or equipment used in the System or in the real property or facilities presently used for the Center, or in any future facilities which are constructed by LAS VEGAS for such use.

SECTION IX: AMENDMENT

Any and all modifications or amendments to this Agreement shall become effective only if reduced to a written document which is signed by all the parties.

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SECTION X: INTEGRATION

This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF LAS VEGAS, NEVADA

ATTEST:

By_____
WILLIAM H. BRIARE, Mayor

_____
CAROL ANN HAWLEY, City Clerk

CITY OF NORTH LAS VEGAS, NEVADA

ATTEST:

By_____
JAMES SEASTRAND, Mayor

_____
ESTHER V. BORDEN, City Clerk

COUNTY OF CLARK

ATTEST:

By_____
THALIA DONDERO, Chairman
Board of Clark County Commissioners

_____
LORETTA BOWMAN, County Clerk

AGENDA

City of Las Vegas

April 4, 1984

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

ITEM	Council Action	Department Actic
VI. REPORTS FROM RECOMMENDING COMMITTEES	THIS PART OF THE AGENDA WAS RECESSED UNTIL 4:00 P.M. ON MONDAY, APRIL 16, 1984 AND THE FOLLOWING ACTION WAS TAKEN AT THAT TIME:	
A. BILL NO. 84-8 - AMENDS THE PROCEDURES RELATING TO APPEALS FROM DECISIONS BY THE BOARD OF ZONING ADJUSTMENT ON CERTAIN VARIANCE APPLICATIONS. (First Amendment) Committee: Councilmen Lurie and Levy First Publication: Review-Journal - 4/6/84 Committee Recommendation: Adoption at 4/18/84 City Council meeting.	Lurie - Second Reading and BILL ADOPTED as per Second Amendment. Unanimous (Levy and Nolen excused)	Clerk to proceed with second publication. No one appeared in opposition.
B. BILL NO. 84-9 - ANNEXATION A-5-84(A) PROPERTY LOCATED ON THE 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). Committee: Councilmen Lurie and Levy First Publication: Review-Journal - 4/6/84 Committee Recommendation: Adoption at 4/18/84 City Council meeting.	Lurie - Second Reading and BILL ADOPTED as per First Amendment. Unanimous (Levy and Nolen excused)	Clerk to proceed with second publication. No one appeared in opposition.

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 2, 1984

TO:
The City Council

FROM:
Val Steed
Deputy City Attorney

SUBJECT:

Bill No. 84-8: Amends the procedures relating to appeals from decisions by the Board of Zoning Adjustment on certain variance applications

PURPOSE/BACKGROUND

Bill No. 84-8, if adopted, would set forth the appeal rights and procedures applicable to decisions by the Board of Zoning Adjustment concerning certain types of variance applications which are subject to automatic appeal to or review by the City Council. At present, the City Code appears to allow any person aggrieved by a BZA decision on any variance application to file an appeal, even in instances where the matter will be heard automatically by the City Council.

The intent of this bill is to eliminate the right of persons other than the applicant to appeal most BZA decisions which are to be automatically appealed to or reviewed by the City Council anyway. With respect to BZA approval of certain types of variances which are automatically reviewed by the City Council, including those relating to the C-D and C-V Districts, the right of any aggrieved person to appeal is retained. In all cases, the applicant will continue to be able to appeal BZA action.

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: February 28, 1984

TO: The City Council

FROM: Val Steed
Deputy City Attorney

SUBJECT: Bill No. 84-9
Annexation No. A-5-84(A)

PURPOSE/BACKGROUND

The proposed ordinance annexes certain real property located on the southwest corner of Vegas Drive and Tenaya Way. The annexation process has now been completed in accordance with the NRS and the final date of annexation (April 13, 1984) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-5-84(A)
Property Located:	On the southwest corner of Vegas Drive and Tenaya Way
Petitioned By:	Steven S. Miller, Inc. 3333 West Desert Inn Road #D Las Vegas, Nevada 89102
Acreage:	Approximately 15.05 acres
Zoned:	R-E (County classification) N-U (City equivalent)

FISCAL IMPACT

RECOMMENDATIONS

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

Agenda Item

VI -B

AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
) ss
COUNTY OF CLARK)
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 4th day of March, 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 4:00 PM on Monday, March 19, 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
4th day of March, 1984

Monice P. Keller
NOTARY PUBLIC in and for said County and State. My Commission expires: 1/23/88

MONICE P. KELLER
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Jan. 23, 1988

AFFIDAVIT OF MAILING

(Mailing required under the provisions of NRS CHAPTER 241)

0165

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

Loretta G. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 9th day of March, 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 PM, on Monday March 19, 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 G. Hall
SIGNATURE (an employee in the Office of the CITY CLERK)

Subscribed and sworn to before me this
9th day of March 1984

Monice P. Keller
NOTARY PUBLIC in and for said County and State.
My Commission expires: 1/23/88

MONICE P. KELLER
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires Jan. 23, 1988

NOTICE

The following Bills proposed for adoption by the City Council of the City of Las Vegas, Nevada, and Real Estate matter will be the subject of PUBLIC COMMENT before the respective Recommending Committees at the hour of 4:00 P.M., Monday, March 19, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

A. BILL NO. 84-8 - AMENDS THE PROCEDURES RELATING TO APPEALS FROM DECISIONS BY THE BOARD OF ZONING ADJUSTMENT ON CERTAIN VARIANCE APPLICATIONS.
Committee: Councilmen Lurie and Levy

B. BILL NO. 84-9 - ANNEXATION A-5-84(A), PROPERTY LOCATED ON THE 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).
Committee: Councilmen Lurie and Levy

C. BILL NO. 84-10 - ANNEXATION 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).
Committee: Councilmen Lurie and Levy

REAL ESTATE COMMITTEE

D. REQUEST OF BRUCE LEVIN TO PURCHASE CITY PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF WESTERN STREET AND OAKEY BOULEVARD.
Committee: Councilmen Levy and Lurie

ALL INTERESTED PERSONS ARE INVITED TO ATTEND: Attendance will be noted and a tape recording of the proceedings will be kept on file in the Office of the City Clerk until final disposition. A copy of the above Bills can be obtained through the Office of the City Clerk, Monday through Friday, 8 A.M. to 5 P.M.

CITY COUNCIL MINUTES - APRIL 4, 1984
AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

0167

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

Loretta A. Hall, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 5th day of April, 1984, at the hour of 10:00 AM, there were posted copies of a NOTICE, the attached of which is a true and correct copy. of an Recessed MEETING of the April 4, 1984 City Council Meeting, to be held on the 16th day of April, 1984, in the City Manager's 10th Floor Conference Room, City Hall, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:

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

Loretta A. Hall
SIGNATURE

City Clerk
DEPARTMENT OF DIVISION

Subscribed and sworn to before me this
5th day of Apr. 1, 1983

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

MONICE P. KELLER
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires: Jan. 23, 1987

City of Las Vegas

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

PUBLIC NOTICE

The regularly scheduled meeting of April 4, 1984 of the Las Vegas City Council has been recessed until Monday, April 16, 1984 at the hour of 4 PM at which time the meeting will reconvene in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

AGENDA

VI. REPORTS FROM RECOMMENDING COMMITTEES

A. Bill No. 84-8 -- Amends the procedures relating to appeals from decisions by the Board of Zoning Adjustment on certain variance applications. (First Amendment)

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).

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).

D. Bill No. Z-84-1 -- Amends the Land Use Plan Map of the City of Las Vegas by changing various zone designations (No final action will be taken at the 4/16/84 meeting).

E. Bill No. 84-11 -- Adopts the latest editions of the Uniform Building Code with amendments contained in a supplemental document and the Uniform Building Code Standards (including regulations for construction of fences) (First Amendment) (No final action will be taken at the 4/16/84 meeting).

F. Bill No. 84-12 -- Annexation No. A-3-84(A) - Property Located: On the west side of Decatur Boulevard between Auborn Avenue and Reiter Avenue, Petitioned by: George & Anna Essayian, Acreage: Approximately one-half acre, Zoned: R-E (County Classification) N-U (City Equivalent) (No final action will be taken at the 4/16/84 meeting).

G. Bill No. 84-13 -- Annexation No. A-4-84(A) - Property Located: On the west side of Decatur Boulevard between Sawyer Avenue and Lake Mead Boulevard Petitioned by: George & Anna Essayian, Acreage: Approximately one-half acr Zoned: C-2 (General Commercial) C-1 (Limited Commercial) (No final action will be taken at the 4/16/84 meeting).

ITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date: March 20, 1984

): FILE

FROM: SANDRA R. LEBOEUF
DEPUTY CITY CLERK

0169

JBJECT: RECOMMENDING COMMITTEE MEETING
MARCH 19, 1984

COPIES TO: 3/21/84 & 4/4/84 City Council M
City Attorney
Business Activity
Community Planning & Development
Engineering Services
Public Services
Building & Safety
Metro
Fire Services

MEETING HELD: Monday, March 19, 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 4:12 P.M.

PRESENT:
Councilman Ron Lurie
Councilman Al Levy
Councilman Bob Nolen
City Manager Ashley Hall
Deputy City Manager Don Saylor
Deputy City Attorney Jan Stewart
Deputy City Clerk Linda Owens
Deputy City Clerk Sandra LeBoeuf
Harold Foster, Director, Community Planning & Development
Bert Dillow
Bruce Levin

A. BILL NO. 84-8 - AMENDS THE PROCEDURES RELATING TO APPEALS FROM DECISIONS BY THE BOARD OF ZONING ADJUSTMENT ON CERTAIN VARIANCE APPLICATIONS.
Committee: Councilmen Lurie and Levy

No one spoke in opposition to this bill. Committee recommended adoption at April 4, 1984 City Council meeting.

B. BILL NO. 84-9 - ANNEXATION A-5-84(A), PROPERTY LOCATED ON THE 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).
Committee: Councilmen Lurie and Levy

No one spoke in opposition to this bill. Committee recommended adoption at April 4, 1984 City Council meeting.

C. BILL NO. 84-10 - ANNEXATION 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).

Committee: Councilmen Lurie and Levy

No one spoke in opposition to this bill. Committee recommended adoption at April 4, 1984 City Council meeting.

REAL ESTATE COMMITTEE

D. REQUEST OF BRUCE LEVIN TO PURCHASE CITY PROPERTY GENERALLY LOCATED AT THE SOUTHEAST CORNER OF WESTERN STREET AND OAKEY BOULEVARD.

Councilman Levy stated that Bruce Levin was willing to purchase the above property for $7,110.75. He wanted to know why the offer is the same as what Mr. Levin is paying for the large parcel of land that abuts this property. Normally, frontage on a corner is more expensive.

Bruce Levin stated that this piece of property is not developable. He also stated that he was in escrow on the other parcel of land.

Don Saylor stated that Mr. Levin did not need this piece of property for access. He stated the City obtained this piece of property in 1969 for access when the abutting parcel was divided into two or three parcels. The City at that time paid $1.50 per foot.

The Committee recommended the property to be sold to Bruce Levin as recommended by staff, subject to the closing of escrow of the abutting parcel of land on or about the first of May.

AGENDA

City of Las Vegas

April 4, 1984

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

ITEM	Council Action	Department Actio
VI. REPORTS FROM RECOMMENDING COMMITTEES (Contd)	ACTION CONSIDERED AT RECESSED MEETING:	T 4/16/84
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). Committee: Councilmen Lurie and Levy First Publication: Review-Journal - 4/6/84 Committee Recommendation: Adoption at 4/18/84 City Council meeting.	Lurie - Second Reading and BILL ADOPTED as per First Amendment. Unanimous (Levy and Nolen excused)	Clerk to proceed with second publication. No one appeared i opposition.
The following Bills have received a recommendation as noted; however, no action may be taken at the 4/4/84 meeting:		
D. BILL NO. Z-84-1 -- AMENDS THE LAND USE PLAN MAP OF THE CITY OF LAS VEGAS BY CHANGING VARIOUS ZONE DESIGNATIONS. Committee: Councilmen Lurie and Nolen First Publication: Review-Journal - 4/7/84 Committee Recommendation: Adoption at 4/18/84 City Council meeting.	Recommendation Noted.	4/18/84 Agenda

APPROVED AGENDA ITEM

mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: February 27, 1984

TO: The City Council

FROM: Val Steed
Deputy City Attorney

SUBJECT: Bill No. 84-10
Annexation No. A-6-84(A)

PURPOSE/BACKGROUND

The proposed ordinance annexes certain real property located south of Sahara Avenue and west of Durango Drive. The annexation process has now been completed in accordance with the NRS and the final date of annexation (April 13, 1984) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-6-84(A)
Property Located:	South of Sahara Avenue and west of Durango Drive
Petitioned By:	West Sahara Investment Co. P. O. Box 42427 Las Vegas, Nevada
Acreage:	Approximately 1,304 acres
Zoned:	R-E (County Classification) N-U (City equivalent)

FISCAL IMPACT

RECOMMENDATIONS

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

Agenda Item

VI -C

CITY OF LAS VEGAS | CITY COUNCIL MINUTES - APRIL 4, 1984 | Date

INTER-OFFICE MEMORANDUM

April 2, 1984 0173

TO: FILE

FROM: CH
CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING
APRIL 2, 1984

COPIES TO:
4/4/84 and 4/18/84 City Council Meetings
City Attorney
Business Activity
Community Planning and Development
Engineering Services
Public Services
Building & Safety
Metro
Fire Services

MEETING HELD: Monday, April 2, 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 4:20 P.M.

PRESENT:
Councilman Lurie
Councilman Nolen
City Manager Ashley Hall
Deputy City Manager Ashley Hall
City Attorney George Ogilvie
Executive Assistant to City Manager Richard Blue
Director of Building and Safety Clay Hymer
City Clerk Carol Ann Hawley
Deputy City Clerk Linda Owens
Mary O'Driscoll, Las Vegas SUN
Richard Klex, Spanish Oaks Homeowners Association
Anna Essayian, property owner
Raymond C. Scheel, property owner

A. BILL NO. Z-84-1 -- AMENDS THE LAND USE PLAN MAP OF THE CITY OF LAS VEGAS BY CHANGING VARIOUS ZONE DESIGNATIONS.
Committee: Councilmen Lurie and Nolen

No one was present in opposition to this bill. Committee recommended adoption at April 18, 1984 City Council meeting.

CLV 6217

B. BILL NO. 84-11 -- ADOPTS THE LATEST EDITIONS OF THE UNIFORM BUILDING CODE WITH AMENDMENTS CONTAINED IN A SUPPLEMENTAL DOCUMENT AND THE UNIFORM BUILDING CODE STANDARDS (INCLUDING REGULATIONS FOR CONSTRUCTION OF FENCES).
Committee: Councilmen Lurie and Nolen

Clay Hymer stated that the Homebuilders Association and Association of General Contractors are in support of this bill and that the swimming pool contractors had been provided information related to this bill and had voiced no opposition. Mr. Hymer pointed out the following changes should be made to this bill: Sections 13 and 14 on Page 7 should be incorporated into Section 13 and additional information on razor wire was added on Page 16. City Attorney Ogilvie said this bill should be amended as follows: On Page 16, Exception 2, Line 7 should read "six (6) feet or more above grade or the adjacent ground level." Mr. Hymer related a suggested change given to him by Dennis Krum to eliminate the words "and adjudication" on Page 2 (e) of the Supplemental Document. However, the City Attorney disagreed and the Committee did not feel it was essential. Committee recommended adoption at April 18, 1984 City Council meeting as per First Amendment.

C. BILL NO. 84-12 -- ANNEXATION NO. A-3-84(A). PROPERTY LOCATED ON THE WEST SIDE OF DECATUR BOULEVARD BETWEEN AUBORN AVENUE AND REITER AVENUE, PETITIONED BY GEORGE AND ANNA ESSAYIAN, ACREAGE: APPROXIMATELY ONE-HALF ACRE, ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).
Committee: Councilmen Lurie and Nolen

No one was present in opposition to this bill. Committee recommended adoption at April 18, 1984 City Council meeting.

D. BILL NO. 84-13 -- ANNEXATION NO. A-4-84(A). PROPERTY LOCATED ON THE WEST SIDE OF DECATUR BOULEVARD BETWEEN SAWYER AVENUE AND LAKE MEAD BOULEVARD, PETITIONED BY: GEORGE AND ANNA ESSAYIAN, ACREAGE: APPROXIMATELY ONE-HALF ACRE, ZONED: C-2 (GENERAL COMMERCIAL) C-1 (LIMITED COMMERCIAL).
Committee: Councilmen Lurie and Nolen

Anna Essayian said she was under the impression the zoning was the same for this property as Annexation No. A-3-84(A). Deputy City Manager Saylor said he would check into the proper zoning and advise the applicant. Committee recommended adoption at April 18, 1984 City Council meeting.

CAH/lmo

AGENDA

City of Las Vegas

April 4, 1984

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

ITEM	Council Action	Department Acti
VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)	ACTION CONSIDERED AT RECESSED MEETING.	4/16/84
E. BILL NO. 84-11 - ADOPTS THE LATEST EDITIONS OF THE UNIFORM BUILDING CODE WITH AMENDMENTS CONTAINED IN A SUPPLEMENTAL DOCUMENT AND THE UNIFORM BUILDING CODE STANDARDS (including regulations for construction of fences)(1st Amend.) Committee: Councilmen Lurie and Nolen First Publication: Review-Journal - 4/7/84 Committee Recommendation: Adoption as per First Amendment at 4/18/84 City Council meeting.	Recommendation noted.	4/18/84 Agenda
F. BILL NO. 84-12 - ANNEXATION NO. A-3-84(A) PROPERTY LOCATED ON THE WEST SIDE OF DECATUR BOULEVARD BETWEEN AUBORN AVENUE AND REITER AVENUE; PETITIONED BY: GEORGE AND ANNA ESSAYIAN; ACREAGE: APPROXIMATELY ONE-HALF ACRE; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT) Committee: Councilmen Lurie and Nolen First Publication: Review-Journal 4/7/84 Committee Recommendation: Adoption at 4/18/84 City Council meeting.	Recommendation noted.	4/18/84 Agenda

APPROVED AGENDA ITEM

mp Cook

AGENDA

City of Las Vegas

April 4, 1984

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

ITEM	Council Action	Department Actio
VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)	ACTION CONSIDERED AT 4/16/84 RECESSED MEETING:	
G. BILL NO. 84-13 - ANNEXATION A-4-84(A) PROPERTY LOCATED ON THE WEST SIDE OF DECATUR BOULEVARD BETWEEN SAWYER AVENUE AND LAKE MEAD BOULEVARD; PETITIONED BY: GEORGE AND ANNA ESSAYIAN; ACREAGE: APPROXIMATELY ONE-HALF ACRE; ZONED: C-2 (GENERAL COMMERCIAL) C-1 (LIMITED COMMERCIAL) Committee: Councilmen Lurie and Nolen First Publication: Review-Journal - 4/7/84 Committee Recommendation: Adoption at 4/18/84 City Council meeting.	Recommendation noted.	4/18/84 Agenda

APPROVED AGENDA ITEM

mp Cook

AGENDA

City of Las Vegas

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

ITEM	Council Action	Department Actic
VII. BOARDS AND COMMISSIONS		
A. LAS VEGAS METROPOLITAN BEAUTIFICATION COMMITTEE - 3-Year Term 1. Virgie Fitzgerald - Term Expires 5/3/84 2. Lyla Hoffmann - Resigned (Term would have expired 11/1/84)	Levy - Motion to concur in Mayor's reappointment of Virgie Fitzgerald to a new 3-year term and appointment of Nancy Houssels, 380 Rancho Circle, Las Vegas, NV 89107 to fill the unexpired term of Lyla Hoffmann to 11/1/84 carried unanimously.	Clerk to notify
B. SENIOR CITIZENS LAW PROJECT ADVISORY BOARD - 3-Year Term 1. Sy Newmark - Term Expires 4/18/84	Lurie - Motion to concur in Mayor's reappointment of Sy Newmark to a new 3-year term carried unanimously.	Clerk to notify

APPROVED AGENDA ITEM

mp Cook

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: CAROL ANN HAWLEY, CITY CLERK

SUBJECT: APPOINTMENTS TO THE LAS VEGAS METROPOLITAN BEAUTIFICATION COMMITTEE

PURPOSE/BACKGROUND

Two appointments to this Committee are required due to the resignation of Lyla Hoffman and the term to expire for Virgie Fitzgerald on May 3, 1984.

The following information has been transmitted to my office for consideration by the Council in making these appointments:

1. Mayor Briare, having polled the Council, has requested concurrence in the appointment of Nancy Houssels, 380 Rancho Circle 89107 to fill the unexpired term of office (to 11/1/84) created by the 3/16/84 resignation of Lyla Hoffman.

2. Virgie Fitzgerald, 713 West Monroe Ave. 89106 has indicated a desire to serve a new three-year term of office.

FISCAL IMPACT

NONE

RECOMMENDATIONS

SEE ABOVE

Agenda Item

VII - A

City of Las Vegas

AGENDA DOCUMENTATION

Date: March 29, 1984

TO: The City Council

FROM: CAROL ANN HAWLEY, CITY CLERK

SUBJECT: APPOINTMENT TO THE SENIOR CITIZENS LAW PROJECT ADVISORY BOARD

PURPOSE/BACKGROUND

The appointment of Sy Newark on the Senior Citizens Law Project Advisory Board expires on April 18, 1984. The City Clerk's Office has been advised by the Director of Funds Coordination that Mr. Newark has been contacted and has expressed a desire to serve a new three-year term of office.

FISCAL IMPACT

NONE

RECOMMENDATIONS

SEE ABOVE INFORMATION.

Agenda Item

VII - B

0180

AGENDA

City of Las Vegas

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

ITEM	Council Action	Department Actio
VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE		
No Items Tc Be Considered	NONE	NONE
	MORNING SESSION RECESSED AT 10:40 A	

AGENDA

City of Las Vegas

April 4, 1984

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

ITEM		Council Action	Department Actio
	IX. 2:00 P.M. - PUBLIC HEARING		
2:00 to 2:25	A. BUDGET HEARING before the City Council of the City of Las Vegas on possible uses of FEDERAL REVENUE SHARING FUNDS in the amount of $3,000,000 for the Fiscal Years 1983-84 and 1984-85.	Public Hearing was held. NOTE: A verbatim transcript made a part of the final minutes.	Staff to proceed Cara Caesar, 524 Morgan, #16, Las Vegas, NV 89 appeared.

APPROVED AGENDA ITEM

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85.

MAYOR BRIARE: The first item on the agenda this afternoon is a public hearing before the City Council of the City of Las Vegas for possible uses of Federal Revenue Sharing Funds in the amount of $3,000,000 for the fiscal years '83/'84 and '84/'85. This -- is Mr. Blue here? Oh -- or -- Mr. Hall, is this the first of -- the first of several, or series of hearings, is that correct?

CITY MANAGER ASHLEY HALL: Your Honor, this is the public hearing that is required under the auspice of Federal Revenue Sharing. This is the public hearing.

MAYOR BRIARE: Right. The public notice that went out said, "Any and all interested persons may attend the public hearing for the purpose of providing written as well as oral comments and for asking questions regarding the relationship of Federal Revenue Sharing expenditures to the budget." So, is there anyone in the audience this afternoon that is here for that purpose? Anyone else? Yes, ma'am, would you like to come forward? Did I see another hand, someone who wants to speak today? Okay, ma'am, would you come forward. Give us your name and your home address and if what you have to say fits within the definition of what we're doing here today, we're here to hear you.

CARA CAESAR: Good evening. My name is Cara Caesar and I live at 524 Morgan, #16, Las Vegas, Nevada, 89106, the west side, and I wanted to speak a little bit about Howard, Inc., why we should adopt this program.

MAYOR BRIARE: Hold on now.

CARA CAESAR: Oh.

MAYOR BRAIRE: Is this the time to listen to proposed programs?

CITY MANAGER ASHLEY HALL: Today is the time for listening to requests by community-based, city-based operations or requests for Revenue Sharing Funds.

MAYOR BRIARE: Okay. Well, you see, I'm reading that wrong. Excuse me for interrupting you, Miss Caesar, I just wanted to make sure that we're all both -- we'll all in the same wavelength because there's a lot of federal bureaucracy that's involved in these hearings and I'm reading the thing that was submitted to us with respect to making comments or asking questions regarding the relationsip of Federal Revenue Sharing expenditures to the budget,

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85.

MAYOR BRIARE: and I didn't expect it was going to be for the purpose of talking about new programs. Okay, go ahead, Miss Caesar.

CARA CAESAR: Howard, Inc. is a felons program designed to rehabilitate the felons and one of the things that we wanted to do was we wanted to prove that there is a real need for this program. As you see, I brought all my newspaper clippings and all of that stuff and -- this one is entitled, "Halfway House Unpopular." This was put out on March 11th of 1984 and I would just read a little bit briefly about what it said. "The restitituion center, Hausright says are vital to the safety of the community. The prisons inmates approaching the final four to six months of their sentence are allowed to leave during the day and are given jobs downtown. At night, they must stay in the building. It is a transition center where the convicts gradually learn how to adjust to civilian life and this center offers considerable more security and advantage to the community than just dopping them, the inmates, off. he said and it's a lot cheaper than the filling the beds at the prison. Now, only non-violent, lightweight property offenders are admitted to the restitution centers, but that has done little this past five years of residents in the area that has so far have been rejected. That's one of the articles that I read and another one is

MAYOR BRIARE: While you're looking there, Miss Caesar, have you been to any of the -- have there been any committees or hearings on this on staff levels? No.

COUNCILMAN NOLEN: Have there been any meetings of the Citizens Review Committee or Advisory Committee on this?

COUNCILMAN LURIE: Have you submitted an application with all the information that you've given us?

CARA CAESAR: Yes.

COUNCILMAN LURIE: How much -- how much are you asking for for the program?

CARA CAESAR: $184,000.

COUNCILMAN LURIE: Okay. Are you funded now and are you in operation now?

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85.

CARA CAESAR: I'm not funded now.

COUNCILMAN LURIE: You have no funds and you haven't even started up?

CARA CAESAR: No.

COUNCILMAN LURIE: This is to be a brand new program and you're looking for start-up money?

CARA CAESAR: Right.

COUNCILMAN LURIE: Okay. Richard, do we -- we have a complete package of what Miss Caesar's talking about with the articles and everthing that we can review? Okay.

MAYOR BRIARE: Proceed, Miss Caesar.

CARA CAESAR: Okay.

MAYOR BRIARE: There's a lot of the things that you're doing -- the reason you're getting these questions is because there's a lot of work yet to be done before decisions are made and I still believe that you're presenting this material at an improper time, that it should come at a later time, but if that's not the case, we're sure going to sit here while you continue, but not too long.

CARA CAESAR: Well, I won't do it too long then. This next article is an easy simple gift for parents and kids -- is reading. Now I'm just going to read a little bit of script here, "and consider that the U. S. Department of Education estimates that one out of every five American adults is functionally illiterate and that another 34% is only marginally literate." Now that goes to show that there is a real need for them to be taught reading -- in adult education or something. Now here is this prison chief, Nevada State and Union on criminals. Hausright said, "The imprisonment rate in the Nevada -- in Nevada is more than 300 per 100,000 population, making it the toughest State in the Union" and he said, "the parole rate is one of the lowest in the country with well over 60% of first-time parole applicants being turned down. However, Hausright and the wardens who run Nevada's five prisons say the hard-on-crime attitudes of legislators and sentencing judges have caused rapid inmate population growth and some overcrowding. There are now 3,078 inmates in our Nevada prisons, up from 825 in inmates in 1976 board members were told by prison official Pete Domonstiny." And then it goes on to say how they are filling up the prisons, you know --

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85. PAGE 4

MAYOR BRIARE: Miss Caesar, again, you're going to submit all those materials to us or have you already done so?

CARA CAESAR: I've already done so.

MAYOR BRIARE: Well, why do we not have the materials that Miss Caesar is presenting here because -- just as you would if you were appearing before a Committee in Washington, D. C., or maybe you've already done, Miss Caesar, your written comments and materials that you have can be made a part of your appearance here, but we would rather hear it from you rather than have you reading to us.

CARA CAESAR: Okay.

MAYOR BRIARE: Don't read to us. Just tell us what you have in mind.

CARA CAESAR: Alright. What I have in mind is to build this proqram and I have to keep notes, sir, I just have to.

MAYOR BRIARE: Your notes are fine.

CARA CAESAR: These are my comments.

MAYOR BRIARE: We're more interested -- we're more interested to hear what you have to say -- just, you know, as best you know.

CARA CAESAR: Okay. Alright. Well, I'd like to say that more than 80% of the prisoners return to prison. Parole violations There are 68 of these offenders are ages of 17 through 29. An average tenth grade education -- 45% of them have an average tenth grade education. Seventy-six percent are unskilled. Sporadic work history, 75%. Drug, alcohol problems, 74%. U. S. Department of Education, one-fifth of all American adults are illiterate and 3,178 in the prison system right now. Rejected growth per year is 15.5%. Now --

MAYOR BRAIRE: Could I ask a question? Do you have a breakdown of how that applies to Las Vegas?

CARA CAESAR: Yes.

MAYOR BRAIRE: Could you tell us about that as opposed to the national level?

CARA CAESAR: Most of them come from Clark County. Twenty percent of the prisoners are outsiders, but the rest of them are from Clark County. Most of them from Clark County with a few from Ely, you know, Tonopah and all that kind of stuff, but the majority of them come from Clark County and 885 prisoners are black, 890 some prisoners are white, which means that there are an awful lot of black prisoners going to prison which means that when they come back they come back to the west side because they left the west side and another thing is that they're already at home. Now, when they get let out, what we need to do is to have a place to educate these prisoners so that they won't have to go back to prison again and give them some jobs so that they can work.

COUNCILMAN LEVY: Ma'am, could I ask a couple of questions?

MAYOR BRIARE: Be specific.

COUNCILMAN LEVY: Do you have a facility that you want to buy?

CARA CAESAR: Yes.

COUNCILMAN LEVY: Is it picked out?

CARA CAESAR: Yes.

COUNCILMAN LEVY: How much is it? We all believe in your type of program that you're trying to institute, ma'am, and the State I know is trying to do something like this. Let's just talk about what you want to do. How much are we talking about?

CARA CAESAR: We're talking about $184,000.

COUNCILMAN LEVY: What is that going to buy?

CARA CAESAR: That's going to buy the education, the building, and the jobs.

COUNCILMAN LEVY: How many people will it house?

CARA CAESAR: It'll house 50.

COUNCILMAN LEVY: Five-0?

CARA CAESAR: Five-0, every six months.

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984 0187
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85. PAGE 6

COUNCILMAN LEVY: You can put in this facility that you're going to buy for $184,000 -- it's not going to cost that much because I'm sure there's --

CARA CAESAR: No, that's the whole -- total whole program.

COUNCILMAN LEVY: Let me ask you a question, ma'am. Is that going to pay cash for that building?

CARA CAESAR: I beg your pardon?

COUNCILMAN LEVY: Is that going to pay cash for the facility that you want to buy, or is that just a down payment on the facility with monthly payments?

CARA CAESAR: Well, he's selling it with the option -- lease with the option to buy.

COUNCILMAN LEVY: Oh, you're going to lease the facility? So you're not going really -- of the 184 very little of that's going to be involved in the project -- in the purchase or -- just for the rent. Where is this facility at, ma'am?

CARA CAESAR: 408-412 Madison.

COUNCILMAN LEVY: And it'll sleep 50 people?

CARA CAESAR: It'll sleep 50 people.

COUNCILMAN LEVY: What is zoned for this facility?

CARA CAESAR: But, I didn't plan to start off sleeping 50 people in there because I was under the impression that this money would not allow for sleeping.

COUNCILMAN LEVY: Well, let me ask this question, is the facility zoned?

CARA CAESAR: No.

COUNCILMAN LEVY: It's not zoned either.

COUNCILMAN LURIE: What's the breakdown of how you're going to spend the money? You have a certain percentage for rent. You must have a certain percentage for salaries.

CARA CAESAR: Yes, a certain percentage.

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85. PAGE 7

COUNCILMAN LURIE: What kind of staff are you going to have?

CARA CAESAR: Five people.

COUNCILMAN LURIE: And how much are those five people out of that 184,000 going to get paid?

CARA CAESAR: $11,000, $12,000, $14,000 and $20,000 -- $15,000 and $20,000.

COUNCILMAN LURIE: What happens if you're funded the first year and then there's no funds the second year? What happens to your program?

CARA CAESAR: That won't be. I have it all worked out, sir. Now, what I plan to do is, I plan to go before the State and lobby for my program.

COUNCILMAN LEVY: They've already got money out in those programs ma'am. The State already has money out. They were before us two, three different times and the different programs that they were trying to place. They had a facility on Maryland Parkway and what -- Talbert House. Same kind of program that you're talking about on Ogden.

CARA CAESAR: No, that's not the same type of program.

COUNCILMAN LEVY: It's pretty close. Taking and trying to rehabilitate prisoners from coming out of Carson or whatever.

CARA CAESAR: I understand what you're saying, sir, but the rehabilitation on my property will be like a school. In other words, what I'm saying is they will come home, go to school and go back home.

MAYOR BRIARE: Are you a professional licensed person?

CARA CAESAR: Yes, I am.

MAYOR BRIARE: Are you a schoolteacher?

CARA CAESAR: I'm a counselor.

MAYOR BRIARE: A counselor. Who do you work for at the present time?

CARA CAESAR: I'm not working at all.

MAYOR BRIARE: Who did you work for?

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984
IX. 2:00 P.M. - PUBLIC HEARINGS
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CARA CAESAR: I worked for Reality House. I worked for Vegas House. I worked for TAW. I worked, you know, Operation Life. I worked for Triple PT. I've worked everywhere. I worked for the School District for several years from the grade kindergarten, up.

MAYOR BRIARE: Have you gone over this with any staff member of the City Hall?

CARA CAESAR: No.

MAYOR BRIARE: With State?

CARA CAESAR: No.

MAYOR BRIARE: Is there someone, Mr. Blue, who should I direct this question to? Mr. Hall, who could Mrs. Caesar -- am I pronouncing that right, Caesar?

CARA CAESAR: Yes.

MAYOR BRIARE: Who could she talk to and get her application and get the information that is necessary to present in a manner not quite the way she's doing it now? Who could help her put something together because I want either you, Mr. Hall, or Mr. Blue to tell us the procedures of these types of hearings. There's this one and then there's another one?

CITY MANAGER ASHLEY HALL: No.

MAYOR BRIARE: This is it.

CITY MANAGER ASHLEY HALL: For a point of clarification, Miss Caesar is very welcome to see Richard Blue and David Parks.

COUNCILMAN LEVY: I think there's one other person she should talk to, Mrs. Crawford.

CITY MANAGER ASHLEY HALL: Fine.

COUNCILMAN LEVY: I think that Jackie could help her and point her in the right direction to the people on the State level. She's working with them daily.

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85. PAGE 9

CITY MANAGER ASHLEY HALL: Under the -- under the new rules, adjusted rules for Revenue Sharing, there's only one hearing and this is the public hearing.

MAYOR BRIARE: And this is it.

CITY MANAGER ASHLEY HALL: This is it. Now there's no -- this is only the hearing -- this is only the hearing. The award of the Revnue Sharing or the allocation of those Revenue Sharing by the Council is recommended that it be done at the same time we approve our final budget which would be on the 25th of this month and --

COUNCILMAN LURIE: Change it.

CITY MANAGER ASHLEY HALL: Say again?

COUNCILMAN LURIE: But we can make some changes.

MAYOR BRIARE: But you see Mrs. Caesar has not had an opportunity to get in to talk to anybody about getting on a recommended list or something.

CITY MANAGER ASHLEY HALL: That's correct, but once again there's no time set that a person needs -- today's not the deadline. They can very well apply up til the day of the 25th, if they wish.

COUNCILMAN LURIE: The day we approve it, we can make those allocations.

CITY MANAGER ASHLEY HALL: That's correct, but it is required to have a public hearing and it was duly noted and today was the public hearing. Now the allocation of those funds and the application for that allocation can come at any point in time up to the time of the Council meets and allocates the funds. As of today, we have no information in writing from this lady.

MAYOR BRIARE: Well, that's why I think we're wasting Mrs. Caesar's time and we'd certainly be wasting the time of this Council if she hasn't had an opportunity to get a little help as to how to put this thing together and have answers to questions that are likely to come up from this Board.

CITY MANAGER ASHLEY HALL: She's very welcome to see us directly after this meeting. We'll work with her on that.

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984 0191
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85. PAGE 10

MAYOR BRIARE: I should think with all the experience you had in the businesses you just indicated to us with all the agencies you've been to, pardon me, you've been with, Mrs. Caesar, that you would have something put together so that, Number one, that we would have the advantage to do our work first before hearing from you unless anybody's got materials that I don't have on this. What would happen if 18 or 20 different agencies came before us with us never having heard of it before?

CITY MANAGER ASHLEY HALL: We would ask each of those -- they then would make a short oral presentation and we'd ask them to submit the City in writing their program.

MAYOR BRIARE: So that we'd have an opportunity to do our homework.

CITY MANAGER ASHLEY HALL: That's correct. To review it and to ask questions prior to the Council meeting designed for allocations.

MAYOR BRIARE: You know what you're doing? You've giving us our final exam and we haven't even gone to class yet, which is not your fault.

CARA CAESAR: Yes, that's your problem.

MAYOR BRAIRE: Well, your problem, Mrs. Caesar, is going to be able to put this together in some manner in which we can -- so that we can properly give you the consideration that you're entitled to. Now if you want to make a concluding remark now and then get together with staff so this could be presented in a manner in which we could be helpful and serve the citizens with respect to this community's Federal Revenue Sharing Funds, then you can do so. Otherwise, I don't know what else we can do.

CARA CAESAR: Okay. My closing statement is, Howard, Inc. plans to teach Realty Therapy, Sex Education, Emotional Maturity, Independent Living Skills which consists of about 30 books, the law what can get them in trouble,EEB and job placement. That's all I have to say -- from 8 to 5.

MAYOR BRIARE: Thank you. Now, Mrs. Caesar, you're going to have another opportunity, you know that?

CARA CAESAR: He said it would be just one.

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85. PAGE 11

MAYOR BRIARE: No, up until the time a recommendation is received by staff and then a hearing is held on that recommendation. Stop me if I'm misleading Mrs. Caesar.

CITY MANAGER ASHLEY HALL: Today is the public hearing, Your Honor, set for Revenue Sharing. There's only one public hearing that's required, however, applications can be received up to the time the Council takes action on allocating those revenue sharing funds. That means that a person honestly could come before the Council, ask to come before the Council, on the 25th prior to the vote by this Council on the allocation of those funds and make a first presentation without us ever knowing anything about it.

MAYOR BRIARE: Well, that's certainly so and I'm not here to suggest that we violate any federal regulations, but I know this that if we're going to consider requests and I know that this Council wants to consider this request, it's got to be put in a form that we can be able to properly evaluate it

CITY MANAGER ASHLEY HALL: That's correct.

MAYOR BRIARE: But to stand here and not be able to respond to questions or that we just are taking out of the clear blue sky is not fair to Mrs. Caesar and it's certainly not fair to us that we don't have an application before us. We do have applications for other funds, do we not?

CITY MANAGER ASHLEY HALL: The only -- yes.

MAYOR BRIARE: Well, where are they and I'd ask the question, where are they? Apparently, they're satisfied that these things are going to come before us in their proper place.

CITY MANAGER ASHLEY HALL: The only request we have from a community support organization is Catholic Community Services of Nevada, the Senior Citizens Employment Service program, that's the only application that we have seen outside the City of Las Vegas. All other requests have come internally within the City of Las Vegas.

MAYOR BRIARE: Is the Catholic Welfare represented here today? Mr. Ogilvie, I don't want to lead ourselves astray here. Do you have a comment that you might want to make on this? Specifically on Mrs. Caesar's presence here today with her application that nobody's looked

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984
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MAYOR BRAIRE: at or that nobody has seen and has not had an opportunity to evaluate.

CITY ATTORNEY GEORGE OGILVIE: I would think that after she puts together and meets with Mr. Blue and Mr. Parks and Miss Crawford that the staff should then develop a recommendation and include that in the backup material that will come before you at the meeting of the 25th. It's pretty difficult and I sympathize with you at this time trying to understand Mrs. Caesar's presentation without having --

MAYOR BRIARE: Is that the 25th of April?

CITY ATTORNEY GEORGE OGILVIE: Yes.

MAYOR BRAIRE: So, we'll have a special meeting just for that purpose.

CITY MANAGER ASHLEY HALL: It's the Recessed meeting. It's the 18th Recessed meeting.

MAYOR BRIARE: So on the 25th it'll be devoted to nothing else other than listening to these.

CITY MANAGER ASHLEY HALL: Other than the adoption of the final budget which also would be the allocation of the Revenue Sharing Funds.

MAYOR BRIARE: Would the Council have any objections to asking Mrs. Caesar if she would get together with the staff and put this into a form that we'd be better able to evaluate it? Mrs. Caesar, would you get together with our staff and arrangements could be made right here and now if it's convenient for you with Mr. Hall or Mr. Blue or whoever they want to designate --

CARA CAESAR: Alright.

MAYOR BRIARE: And then we'll be able to put this together in order to be of better service to you and to give your proposal a fair consideration.

CARA CAESAR: Okay.

MAYOR BRIARE: Thank you, Mrs. Caesar. Was there anyone else that was here today for the purpose of participating in this public hearing. Mr. Hall.

EXCERPT - CITY COUNCIL MEETING - APRIL 4, 1984 0194
IX. 2:00 P.M. - PUBLIC HEARINGS
A. BUDGET HEARING BEFORE THE CITY COUNCIL OF THE CITY OF LAS VEGAS ON POSSIBLE USES OF FEDERAL REVENUE SHARING FUNDS IN THE AMOUNT OF $3,000,000 FOR THE FISCAL YEARS 1983-84 AND 1984-85. PAGE 13

CITY MANAGER ASHLEY HALL: Only one other comment, Your Honor. In past years the City has placed a very high priority on earmarking Federal Revenue Sharing dollars for needed capital improvement programs within the City and not for operational uses and I need to go on record today indicating that the City of Las Vegas, the management City of Las Vegas, recommends that as part of our public hearing that we're on record today as indicating that we have several projects internally within the City that we would like to use those funds for.

MAYOR BRIARE: And, furthermore, is this a proper statement to make that maybe Mrs. Caesar's application would be better before the Community Development Block Grant program or does it make a difference?

RICHARD BLUE: I think there's one in place for that, Your Honor.

MAYOR BRIARE: For the same thing? Okay.

COUNCILMAN CHRISTENSEN: Your Honor, the City's position has been that for ten years that I know of, twelve years that I know of on Revenue Sharing that it not be used for operational funds at all and be used for capital improvement funds, normally one time expenditures, and if it requires a reaffirmation of that position, I'll move that we reaffirm that to be our position and our beliefs on this.

MAYOR BRIARE: Maybe from the standpoint of federal regulations it would be better, Paul, I don't know if there's someone that could help us on this -- it might be better to wait for the statutory meetings and all that sort of stuff, I don't know. George, do you have any comment on that?

CITY ATTORNEY GEORGE OGILVIE: I think the proper procedure today would be just to close the public hearing and the --

MAYOR BRIARE: Because it comes up on the 25th --

CITY ATTORNEY GEORGE OGILVIE: And make those decisions when the budget comes before you.

COUNCILMAN CHRISTENSEN: I wish you guys would get together so we could give you a unanimous recommendation. I'll withdraw my motion.

MAYOR BRIARE: Well, if there's no other comments, then this public hearing is closed.

END OF EXCERPT

CITY OF LAS VEGAS

NOTICE OF PUBLIC HEARING

APRIL 4, 1984 - 2:00 P.M.

NOTICE IS HEREBY GIVEN that a BUDGET HEARING before the CITY COUNCIL of the CITY OF LAS VEGAS on possible uses of FEDERAL REVENUE SHARING FUNDS in the amount of $3,000,000 for the FISCAL YEARS 1983-84 and 1984-85, has been scheduled at the hour of 2:00 p.m. on Wednesday, April 4, 1984, in the Council Chambers of City Hall, 400 E. Stewart Avenue, Las Vegas, Nevada 89101.

ANY AND ALL INTERESTED PERSONS may attend the PUBLIC HEARING for the purpose of providing written, as well as, oral comments and for asking questions regarding the relationship of FEDERAL REVENUE SHARING expenditures to the budget. Written comments may be filed prior to the hearing with the OFFICE OF BUDGET AND MANAGEMENT or call 386-6591.

COPIES of the F/Y 1984-85 TENTATIVE BUDGET for the CITY OF LAS VEGAS are on file and available for inspection at the offices of Carol Ann Hawley, City Clerk and Loretta Bowman, Clark County Clerk.

PUBLISH: March 23, 1984

Carol A Hawley

CAROL ANN HAWLEY
CITY CLERK

ITEM	Commission Action	Department Actic

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR

The items listed below, where appropriate, have been reviewed by the various City departments including sanitary sewer, storm drainage, Traffic Engineering, Engineering Services, Fire and Building, and their comments and/or recommendations and requirements incorporated into the action.

All zoning items shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;

2. Landscaping and a permanent underground sprinkler system shall be provided as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license;

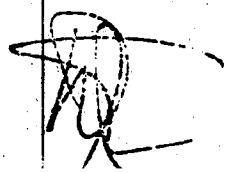
3. Submittal of a landscaping plan prior to or at the same time application is made for a building permit, license, or prior to occupancy;

4. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets. (Excluding single family development);

5. Satisfaction of City Code requirements and design standards of all City departments.

6. Approval of the parking and driveway plans by the Traffic Engineer.

APPROVED AGENDA ITEM



ITEM | Commission Action | Department Acti

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. Reservation of easements for the facilities of the various utility companies

APPROVED AGENDA ITEM

ITEM	Commission Action	Department Actio

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

2. Conformance to code requirements and design standards of all City departments.

3. Vacation shall not be recorded until all of the above conditions have been met.

All Variances and/or Use Permits shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;

2. Satisfaction of City Code requirements and design standards of all City departments.

APPROVED AGENDA ITEM

ITEM	Council Action	Department Actic
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
A. ABEYANCE ITEM - 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	Lurie - APPROVED as recommended by Planning Commission, subject to conditions. Unanimous	Clerk to notify and Planning to proceed.

APPROVED AGENDA ITEM

To: The City Council X.
Re: Community Planning and Development Agenda Item
April 4, 1984 City Council Agenda

A. ABEYANCE ITEM - TENTATIVE MAP - LIBERTY VILLAGE

This item was held in abeyance at the request of the applicant. 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 of Las Vegas April 4, 1984

0201

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

ITEM	Council Action	Department Actio
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
B. ONE-YEAR REVIEW - U-7-83 - USE PERMIT - THE BOARDWALK INVESTMENT COMPANY Required one-year review of the Use Permit which allowed a Class III Secondhand Dealership (jewelry) on property located at 2301 Las Vegas Boulevard South, C-2 Zone. Staff Recommendation: APPROVAL - The use to continue subject to a review being conducted in one year.	Held in ABEYANCE at request of staff until 4/18/84 City Council meeting.	4/18/84 Agenda

APPROVED AGENDA ITEM

To: The City Council X.
Re: Community Planning and Development Agenda Item
April 4, 1984 City Council Agenda

B. ONE-YEAR REVIEW - U-7-83 - USE PERMIT - THE BOARDWALK INVESTMENT COMPANY

This item involves a one-year review on an approved Use Permit to allow a Class III secondhand dealership for jewelry at 2301 Las Vegas Boulevard South in a C-2 Zone. At the time the Council approved this use permit, there was concern because this type of operation is prohibited on this segment of Las Vegas Boulevard by ordinance. A variance was approved by the Board of Zoning Adjustment that allowed the use at this location. The Use Permit was approved by the Council for one year with a review to be conducted each year thereafter. This business has been in operation for the past year and there have been no complaints or problems brought to the attention of staff. The applicant's operation involves buying used gold jewelry.

STAFF RECOMMENDATION: APPROVAL - The use to continue subject to a review being conducted in one year.

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

ITEM		Council Action	Department Actio
	X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
2:26	C. ZONE CHANGE - Z-15-84 - CHARLES C. AND MARIE L. ENGLERT Reclassification of property generally located on the southwest corner of Eastern Avenue and St. Louis Avenue. From: R-1 (Single Family Residence) To: P-R (Professional Offices & Parking) Proposed Use: Office Complex Planning Commission recommends APPROVAL, (5-1 vote), subject to the following conditions: 1. Resolution of Intent shall be restricted to a twelve (12) month time limit. 2. Conformance to the plot plan as amended to provide for a 4' wide landscaped planter along Stockton Street. 3. A variance be approved for the 10 required parking spaces which are not provided. 4. Install sidewalks on Stockton Street, St. Louis Avenue and Eastern Avenue as required by the Department of Engineering Services. Staff Recommendation: APPROVAL - With a 10' planter along Stockton Street and no access to St. Louis Avenue. PROTESTS: 0	Lurie - APPROVED as recommended by Planning Commission. Unanimous	Clerk to notify and Planning to proceed Atty. George H. Miles, Jr. appeared and represented the application.

To: The City Council
Re: Community Planning and Development Agenda Item
April 4, 1984 City Council Agenda

X.

C. ZONE CHANGE - Z-15-84 - CHARLES C. AND MARIE L. ENGLERT

The request is to rezone this property from R-1 to P-R for a 20,000 square foot office development at the southwest corner of St. Louis Avenue and Eastern Avenue. This property was approved for P-R zoning in 1973 but it expired. It was part of the application that included the P-R zoning at the south end of the block that has been developed with a 6,800 square foot office building. The plot plan for this proposed development indicates all of the parking will be to the rear of the two office buildings and all access will be from St. Louis Avenue to the north. There is room for only 40 parking spaces where 50 spaces are required. The Board of Zoning Adjustment approved a variance for this reduced parking subject to the zoning being approved. There will be a 4' landscaped planter along the west property line that is between the parking lot and Stockton Street. At the time the P-R zoning was approved in 1973, the conditions of approval were that there would be a 10' planter on the west side of the property along Stockton Street and no access to St. Louis Avenue. The reason for those conditions are that there are single family homes fronting on Stockton Street and on the north side of St. Louis Avenue. The landscaping would serve to screen the parking area and no access to St. Louis would eliminate the additional traffic generated by this development from ingressing and egressing in front of the homes. At the Planning Commission meeting staff recommended no access to St. Louis and a 10' landscaped planter along Stockton as approved on the original application, however, the applicant was not in agreement because it would necessitate reducing the size of the buildings to provide for a 20' driveway along the south side of the property to Eastern Avenue and the 10' planter would necessitate moving the buildings east to within 10' of Eastern Avenue. Further, staff questioned the office building having a commercial appearance, because the P-R zone requires the elevations to be residential in character. The Planning Commission felt the 4' planter could be densely landscaped to provide an adequate buffer for the parking area and since St. Louis is a secondary street (80' wide), the access to St. Louis Avenue would be compatible. The elevations were also found to be compatible for this area.

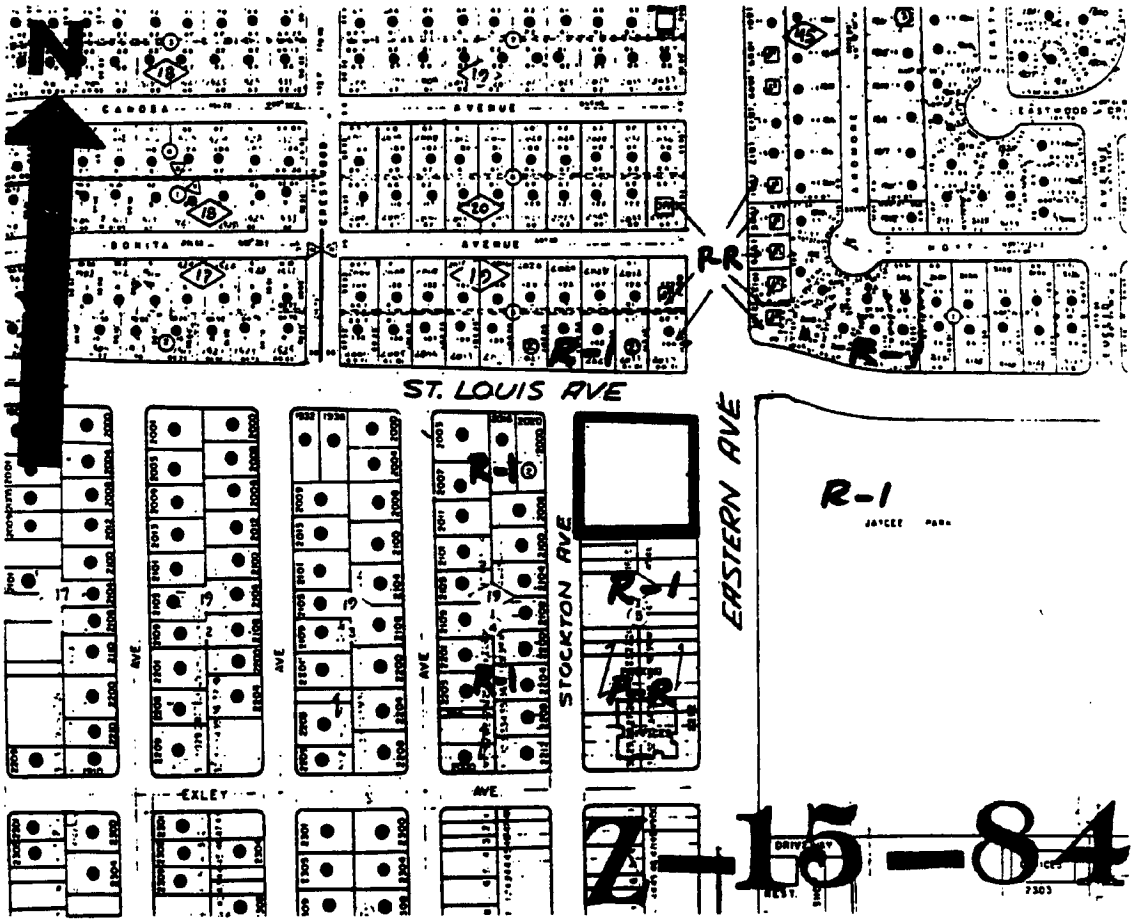
PLANNING COMMISSION RECOMMENDATION: APPROVAL - In accordance with the P-R zoning pattern along Eastern Avenue.

STAFF RECOMMENDATION: APPROVAL - Subject to there being a 10' landscaped planter along Stockton Street and no access to St. Louis Avenue.

PROTESTS: 0

SEE ATTACHED LOCATION MAP

C. LOCATION MAP - Z-15-84



AGENDA

City of Las Vegas April 4, 1984 0206

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

ITEM	Council Action	Department Actior
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)		
D. SET DATE FOR PUBLIC HEARING ON ANY ITEM REQUIRING A PUBLIC HEARING THAT WAS ACTED UPON BY THE CITY PLANNING COMMISSION AT ITS MARCH 27, 1984 MEETING.	VAC-6-84	4/18/84 Agenda
E. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE BOARD OF ZONING ADJUSTMENT MEETING HELD MARCH 22, 1984.	V-28-84	4/18/84 Agenda

APPROVED AGENDA ITEM

AGENDA

City of Las Vegas

0207

April 4, 1984

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

ITEM	Council Action	Department Action
XI. ADDENDUM ITEMS	NONE	NONE

APPROVED AGENDA ITEM

mp Cook

AGENDA

City of Las Vegas

April 4, 1984

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

ITEM	Council Action	Department Action
XII. CITIZENS PARTICIPATION		
Items raised under this portion of the Agenda cannot be acted upon by the City Council until the Notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later meeting.	NONE	NONE
	MEETING RECESSED AT 2:35 P.M. UNTIL 4/16/84 AT 4:00 P.M. IN THE CITY MANAGER'S CONFERENCE ROOM.	

APPROVED AGENDA ITEM

mp Cook