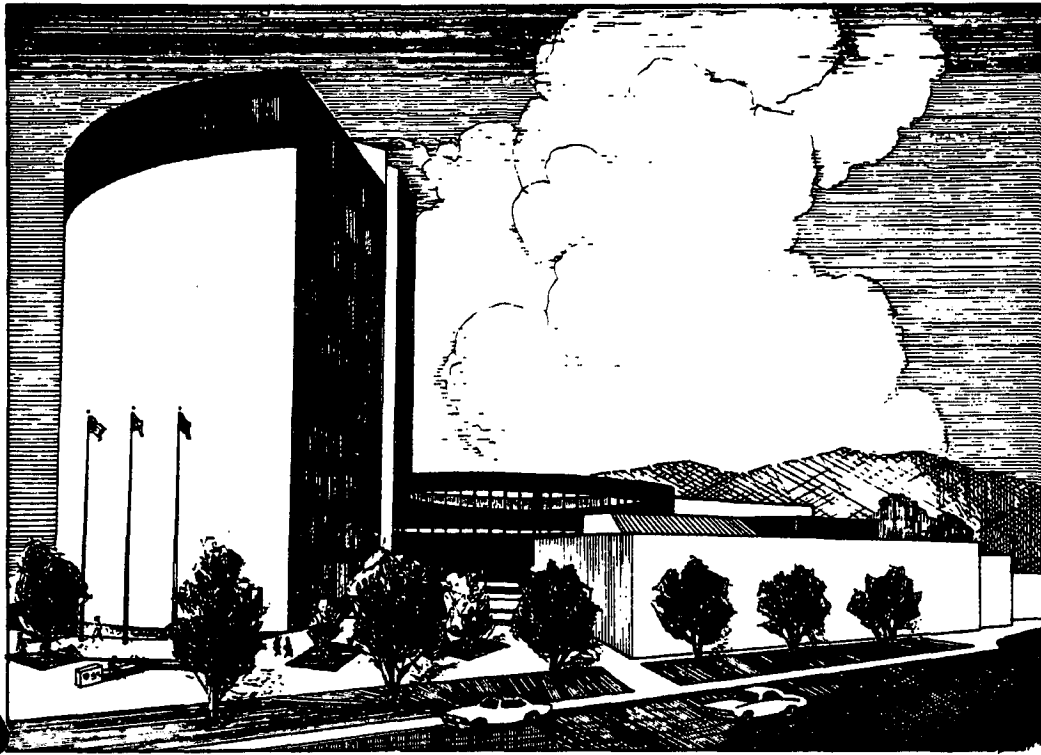




MINUTES

City of Las Vegas

CITY COUNCIL

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

DATE: July 5, 1984

TIME: 9:45 A.M.

INVOCATION: Reverend Bill Usher
United First Methodist Church

PLEDGE OF ALLEGIANCE: Given

CITY COUNCIL

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

CITY ATTORNEY

GEORGE F. OGILVIE

☒ ☐ ☐

APPROVED BY REFERENCE November 7, 1984

ATTEST:

Carol A. Hawley
CITY CLERK

William H. Briare
MAYOR

0001

AGENDA*City of Las Vegas*

July 5, 1984

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

Page 1

ITEM	Council Action	Department Action
I. 9:45 A.M.	FULL BOARD PRESENT	
A. <u>COMMUNITY RELATIONS</u>	NONE	
B. <u>SPECIAL EVENTS</u>	NONE	
II. 10:00 A.M.		
A. <u>ANNOUNCEMENT RE COMPLIANCE WITH OPEN MEETING LAW</u>	ANNOUNCEMENT MADE	
B. <u>INVOCATION</u> Reverend Bill Usher United First Methodist Church	INVOCATION GIVEN BY REVEREND USHER	
C. <u>PLEDGE OF ALLEGIANCE</u>	MAYOR BRIARE LED AUDIENCE IN PLEDGE	
APPROVED AGENDA ITEM <i>mp Coe</i>		

CITY COUNCIL MINUTES - JULY 5, 1984
AFFIDAVIT OF POSTING

(Posting required under the provisions of NRS CHAPTER 241)

0002

STATE OF NEVADA)
COUNTY OF CLARK) ss

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 29th day of June, 1984, at the hour of 9:45 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 Su day July, 1984, at 400 East Stewart Avenue, Las Vegas, Nevada; to be posted on Public Bulletin Board at the following locations:
AND ADDENDUM NUMBER ONE (1).

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

Joanne Perry
SIGNATURE

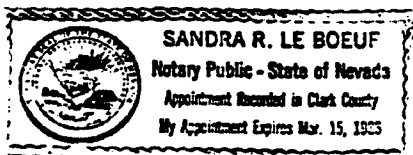
City Clerk
DEPARTMENT

Subscribed and sworn to before me this

29th day of June, 1984

Sandra R. Le Boeuf
NOTARY PUBLIC in and for said County
and State.

My Commission expires: 3-15-86



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

STATE OF NEVADA)
COUNTY OF CLARK) ss

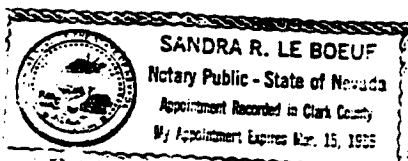
Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 29th day of June, 1984, a copy of an AGENDA (NOTICE), the attached of which is a true and correct copy, of a REGULAR MEETING of the CITY COUNCIL of the CITY OF LAS VEGAS, NEVADA, to be held on the 5th of July, 1984, was deposited in the United States Mail, Postage prepaid, First Class Mail, to each person and/or organization whose name appears in the Agenda Register maintained in the Office of the City Clerk as having requested, in writing, a copy of said AGENDA (NOTICE). AND ADDENDUM # ONE (1).

Joanne Perry
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this

29th day of June 1984

Sandra R. LeBoeuf
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 3-15-86



0004

AGENDA*City of Las Vegas*

July 5, 1984

Page 2

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

ITEM

Council Action

Department Action

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

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

10:08

*A. GAMING -- Additional

1. EXBER, INC.

El Cortez Hotel
600 East Fremont
20 slots

2. GAUGHAN SOUTH, INC.

Gold Spike Hotel & Casino
400 East Ogden
4 slots

3. GNLV CORPORATION

Golden Nugget
129 East Fremont
1 Crap Table

4. GEMINI, INC.

Lady Luck Casino
206 North Third
2 "21" Tables

Lurie -
APPROVED Items 1
thru 5.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Coe

AGENDA*City of Las Vegas*

0005

July 5, 1984

Page 3

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)*A. GAMING -- Additional
(cont'd)

5. UNITED COIN MACHINE CO.

Antonio's Italian Restaurant
910 Las Vegas Blvd. South
2 slotsMayfair Liquor
1201 East Stewart
4 slotsPeace Pipe Cocktail Lounge
2327 South Eastern
3 slotsTovi's Italian Deli
808 South Decatur
1 slotLurie -
APPROVED Items 1
thru 5.
Unanimous

Staff to proceed

B. GAMING -- New1. BOCK AND BOCK
dba
FOUR ACES EMPORIUM
124 South First

Restricted Gaming: 5 slots

Howard G. Bock, 50%
Caryl E. Bock, 50%Lurie -
APPROVED Items 1
and 2.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Coe

0006

AGENDA*City of Las Vegas*

July 5, 1984

Page 4

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

ITEM

Council Action

Department Action

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

2. JOHN E. FRANCIS
dba
7-ELEVEN FOOD STORE #24172
4401 North Rancho
- Restricted Gaming: 4 slots
- John E. Francis, 100%

Lurie -
APPROVED Items 1
and 2.
Unanimous

Staff to proceed

C. FIREARMS PERMIT -- Change of Location

1. From: 3979 West Charleston
- TO: *CHARWILL, INC.
dba
CHRISTENSEN SHOOTERS
SUPPLY
914 South Valley View
- Lynn A. Laudise, Pres,
Dir, 95%
Patricia A. Laudise,
Secy, Dir, 5%

Lurie -
APPROVED, subject
to the provisions.
Unanimous

Staff to proceed

*Subject to the provisions of the
Planning and Fire codes

APPROVED AGENDA ITEM

mp Coe

0007

AGENDA*City of Las Vegas*

July 5, 1984

Page 5

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)D. MESSAGE ESTABLISHMENT LICENSE --
New

1. *GNLV CORPORATION
dba
GOLDEN NUGGET
129 East Fremont

Stephen A. Wynn, Pres, Chmn of
the Board
Clyde T. Turner, Exec VP
et al

*Subject to the provisions of the
Planning and Fire codes

Lurie -
APPROVED, subject
to the provisions.
Unanimous

Staff to proceed

10:09

E. LIQUOR -- Request for Approval of
Nonoperational Status

1. THRIFTIMART, INC.
dba
THRIFTIMART PUBLIC FOOD
WAREHOUSE #12
2200 West Bonanza

General Off-Sale License

Robert Laverty, Chmn of the Bd
Roger Laverty, Jr., Pres/
Chief Exec Officer
et al

(Request for approval of non-
operational status for three
month period: 7/22/84 to 10/22/84)

Lurie -
APPROVED Items 1,
2 and 3.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Core

AGENDA

City of Las Vegas

0008

July 5, 1984

Page 6

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY (cont'd)

E. LIQUOR -- Request for Approval of Nonoperational Status (cont'd)

2. THRIFTIMART, INC.

dba
THRIFTIMART PUBLIC FOOD
WAREHOUSE #1
4725 West Charleston

General Off-Sale License

Robert Laverty, Chmn of the Bd
Roger Laverty, Jr., Pres/
Chief Exec Officer
et al

(Request for approval of non-
operational status for three
month period: 8/18/84 to 11/18/84)

3. THRIFTIMART, INC.

dba
THRIFTIMART PUBLIC FOOD
WAREHOUSE #55
1808 East Charleston

General Off-Sale License

Robert Laverty, Chmn of the Bd
Roger Laverty, Jr., Pres/
Chief Exec Officer
et al

(Request for approval of non-
operational status for three
month period: 8/25/84 to 11/25/84)

APPROVED AGENDA ITEM

mp Cor

Lurie -
APPROVED Items 1,
2 and 3.
Unanimous

Staff to proceed

APPROVED
See Above

See Above

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 22, 1984

0009

TO:
The City CouncilFROM:
DON SAYLOR, DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF BUSINESS ACTIVITY -- JULY 5, 1984 CITY COUNCIL AGENDA
LIQUOR -- Request for Approval of Nonoperational StatusPURPOSE/BACKGROUND

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

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

1. Thriftmart Public Food Warehouse #12, 2200 West Bonanza
2. Thriftmart Public Food Warehouse #1, 4725 West Charleston
3. Thriftmart Public Food Warehouse #55, 1808 East Charleston

Copies of letters dated April 18th and June 19th from Edward B. Smith, Secretary of Thriftmart, Inc., are attached.

FISCAL IMPACTRECOMMENDATIONS

Jerry O. Cahill, Director
Department of Business ActivityAgenda Item

III. E. 1, 2 & 3

BODKIN, McCARTHY, SARGENT & SMITH

0010

LAWYERS

707 WILSHIRE BOULEVARD • FIFTY-FIRST FLOOR • LOS ANGELES, CALIFORNIA 90017-3676 • (213) 620-1000

CABLE: BOLINDY

HENRY G. BODKIN, JR.
J. THOMAS MCCARTHY
EDWARD B. SMITH, III
TIMOTHY J. SARGENT
GORDON F. SAUSSER
MICHAEL A. BRANCONIER
ROBERT H. BERKES
RICHARD F. SEITZ
TONI M. OBERSCHVEN
JAMES W. HOFFMANN
THOMAS E. HATTERSLEY, III
BARBARA S. HODOUS
JAMES F. BOYLE
JAMES R. WAKEFIELD
JEFFREY T. BOLSON
MARK A. GRAF
DENNIS W. TER BUSH
DANIEL P. AGUILERA
BRIAN C. NUTT

HENRY G. BODKIN (1886-1972)
GEORGE M. BRESLIN (1895-1964)
MICHAEL G. LUDY (1893-1967)

April 18, 1984

OF COUNSEL
ROGER WILLIAMS

Via Express Mail

Ms. Marjorie Hether
City of Las Vegas
Department of Business Activity
400 East Stewart Avenue
Las Vegas, Nevada 89101

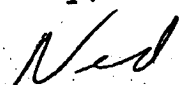
Re: Thriftmart Store #12
2200 West Bonanza Road, Las Vegas, Nevada 89106

Dear Marjorie:

Thriftmart, Inc., is closing its store at the above described address on Sunday, April 22, 1984, and as a result thereof would like to have their general business license and gaming license marked out but wishes to retain its liquor license. We understand that the liquor license may be retained on a non-operational status. We would like to retain it in order to aid us in finding a new user for this location.

Thank you very much for your help.

Sincerely,


EDWARD B. SMITH, III

EBS:ems

cc: Mr. William R. Micka
Roger M. Lavery, III, Esq.
Mr. Robert A. Smith (via Express Mail)

III.E.1.

0011

BODKIN, MCCARTHY, SARGENT & SMITH

LAWYERS

707 WILSHIRE BOULEVARD • FIFTY-FIRST FLOOR • LOS ANGELES, CALIFORNIA 90017-3676 • (213) 620-1000

CABLE: BOLINDY

HENRY G. BODKIN, JR.
J. THOMAS MCCARTHY
EDWARD B. SMITH, III
TIMOTHY J. SARGENT
GORDON F. SAUSSER
MICHAEL A. BRANCONIER
ROBERT H. BERKES
RICHARD F. SEITZ
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JAMES W. HOFFMANN
THOMAS E. HATTERSLEY, III
BARBARA S. HODOUS
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JAMES R. WAKEFIELD
JEFFREY T. BOLSON
MARK A. GRAF
DENNIS W. TER BUSH
DANIEL P. AGUILERA
BRIAN C. NUTT

HENRY G. BODKIN (1886-1972)
GEORGE M. BRESLIN (1893-1964)
MICHAEL G. LUODY (1893-1967)

June 19, 1984

OF COUNSEL
ROGER WILLIAMS

Via Express Mail

Ms. Marjorie Hether
City of Las Vegas
Department of Business Activity
400 East Stewart Avenue
Las Vegas, Nevada 89101

Re: THRIFTMART, INC.

Dear Marjorie:

Thriftmart, Inc., closed its store #1 located at 4725 W. Charleston Blvd., Las Vegas, on May 18, 1984 and its store #55 located at 1808 East Charleston Blvd., Las Vegas, on May 25, 1984, and as a result thereof would like to have their general business licenses and gaming licenses marked out but wishes to retain their liquor licenses. We understand that the liquor licenses may be retained on a non-operational status. We would like to retain them in order to aid us in finding a new user for these locations.

Thank you very much for your help.

Sincerely,


EDWARD B. SMITH, III

EBS:cf

cc: Mr. William R. Micka
Roger M. Laverty, III, Esq.

AGENDA*City of Las Vegas*

0012

July 5, 1984

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

ITEM

Council Action

Department Action

III. DEPARTMENT OF BUSINESS ACTIVITY
(cont'd)

F. SPECIAL EVENT GAMING LICENSE

1. WOMEN'S AMERICAN ORT

Location: #1 Main Street

Date: July 15, 1984

Type: Pan Tournament

Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Core

AGENDA*City of Las Vegas*

0013

July 5, 1984

Page 8

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

ITEM

Council Action

Department Action

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

10:09

- A. DISCUSSION AND POSSIBLE ACTION ON THE TWO-YEAR LABOR AGREEMENT WITH THE CITY EMPLOYEES' ASSOCIATION.

Lurie -
APPROVED Items A,
F and G as recom-
mended.
Unanimous

Staff to proceed

10:10

- B. CONSIDERATION OF DIRECTOR OF ENGINEERING SERVICES REPORT IN REGARD TO PROPERTY LOCATED AT 2715 AUSTIN AVENUE TO RECOVER COST OF DANGEROUS BUILDING ABATEMENT AND CLEANING OF PROPERTY BY THE CITY OF LAS VEGAS AND SETTING OF A DATE FOR A PUBLIC HEARING AS SET FORTH IN SECTION 902 OF THE ABATEMENT OF DANGEROUS BUILDING CODE.

Lurie -
APPROVED motion for
public hearing on
this item for
7/18/84 at 2 P.M.
Unanimous

7/18/84 Agenda
2 P.M. Public
Hearing

10:11

- C. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, AUTHORIZING THE ADOPTION OF A POLICY ON THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE'S) AND WOMEN-OWNED BUSINESS ENTERPRISES (WBE'S) IN U.S. DEPT. OF TRANSPORTATION ASSISTED CONTRACTS OF THE CITY.

Lurie -
ADOPTED Resolution
Unanimous

Staff to proceed

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 29, 1984

0014

TO: The City Council

FROM: Ashley Hall
City Manager

SUBJECT: Discussion and Possible Action on a Two-Year Labor Agreement with the City Employees Association

PURPOSE/BACKGROUND

The current labor contract with almost 1100 classified employees in the City Employee Association's supervisory and non-supervisory units expired June 30, 1984. The City has been negotiating a new proposal with the CEA representatives since February.

The bargaining representatives from both management and labor have reached what they believe is a fair and equitable proposal that allows for a reasonable wage and benefit package.

This two-year proposal offers a wage increase of 4.7% the first year and 5% in the second year. Other sections of the agreement call for maintenance of the current medical benefits and the granting of the Martin Luther King holiday which was exchanged for the City's ability to "legally" petition the Governor to withhold any additional holidays he might grant.

In keeping a two-year proposal directly in line with the current cost-of-living index, employees stay abreast of the cost of living while overall salaries are not excessively high.

FISCAL IMPACT

The first year cost of this proposal contract is \$1,069,668. The money is available in the F/Y 1984-85 budget. The projected cost of the second year is \$1,533,364 and will be budgeted for in F/Y 1985-86.

RECOMMENDATIONS

The City's negotiation team and the City Manager recommend approval of the proposed two-year labor contract with the City Employee Association's supervisory and non-supervisory units.

Agenda Item

IV(a) A.

U F L A S V E G A S
PERSONAL & FINANCE

CEA SALARY RATE SCHEDULE
JULY 1984

REPORT: PRTGRDRSE PAGE 12
DATE 06/29/84 TIME 00:94:11:03

GR.		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
000	HOURLY BIWEEKLY MONTHLY ANNUALLY						
001	HOURLY BIWEEKLY MONTHLY ANNUALLY	3.860823 309.35 670.20 8,043.10	4.060140 324.81 703.76 8,445.06	4.263193 341.06 738.96 8,867.56	4.476306 358.10 775.88 9,310.00	4.700115 376.01 814.69 9,776.26	
002	HOURLY BIWEEKLY MONTHLY ANNUALLY	3.963627 317.09 687.03 8,244.34	4.161605 332.93 721.35 8,656.18	4.369755 349.58 757.42 9,089.08	4.588392 367.07 795.32 9,543.82	4.817827 385.43 835.10 10,021.18	
003	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.062694 325.02 704.21 8,450.52	4.265909 341.27 739.42 8,873.02	4.479181 358.33 776.38 9,316.58	4.703147 376.25 815.21 9,782.50	4.938290 395.06 855.96 10,271.56	
004	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.164205 333.14 721.80 8,661.64	4.372415 349.79 757.88 9,094.54	4.591052 367.28 795.77 9,549.28	4.820643 385.65 835.58 10,026.90	5.061661 404.93 877.35 10,528.18	
005	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.268304 341.46 739.83 8,377.96	4.481735 358.54 776.84 9,322.04	4.705862 376.47 815.69 9,788.22	4.941163 395.29 856.46 10,277.54	5.188277 415.06 899.30 10,791.56	
006	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.374939 350.00 758.33 9,100.00	4.593638 367.49 796.23 9,554.74	4.823352 385.87 836.05 10,032.62	5.064559 403.16 877.65 10,534.16	5.317739 425.42 921.74 11,060.92	
007	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.484285 353.74 777.27 9,327.24	4.708375 376.69 816.16 9,795.94	4.944036 395.52 856.96 10,283.52	5.191309 415.30 899.82 10,797.80	5.450874 436.07 944.82 11,337.82	
008	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.590353 367.71 796.71 9,560.40	4.826220 386.10 836.55 10,038.00	5.067593 403.41 878.39 10,540.66	5.320930 425.67 922.29 11,067.42	5.587043 446.96 968.41 11,620.96	
009	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.711289 376.90 816.62 9,799.40	4.946910 395.75 857.46 10,289.50	5.194182 415.53 900.32 10,803.78	5.453908 436.31 945.34 11,344.06	5.726563 458.13 992.62 11,911.38	

1 T . U F L A S V E G A S
EPT: PERSONAL & FINANCE

CEA SALARY RATE SCHEDULE
JULY 1984

REPORT: PRTGRDRSE PAGE 13
DATE 06/29/84 TIME 00:94:11:03

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
010	HOURLY	4.829099	5.070625	5.324124	5.590395	5.869914	
	BIWEEKLY	336.33	405.65	425.93	447.23	469.59	
	MONTHLY	337.05	408.91	422.85	447.00	469.59	
	ANNUALLY	10,044.58	10,546.90	11,074.18	11,627.98	12,209.34	
011	HOURLY	4.949783	5.197215	5.457100	5.729915	6.016459	
	BIWEEKLY	395.98	415.78	436.57	458.39	481.32	
	MONTHLY	397.96	400.86	445.90	493.18	504.28	
	ANNUALLY	10,295.48	10,810.28	11,350.82	11,918.14	12,514.32	
012	HOURLY	5.073497	5.327158	5.593587	5.873266	6.166993	
	BIWEEKLY	405.88	426.17	447.49	469.86	493.36	
	MONTHLY	407.41	423.37	447.56	469.86	493.36	
	ANNUALLY	10,552.88	11,080.42	11,634.74	12,216.36	12,827.36	
013	HOURLY	5.200403	5.460452	5.733426	6.020130	6.321201	
	BIWEEKLY	416.03	436.84	458.67	481.61	505.70	
	MONTHLY	417.40	436.49	458.67	481.61	505.70	
	ANNUALLY	10,816.78	11,357.84	11,925.42	12,521.86	13,148.20	
014	HOURLY	5.330350	5.596940	5.876780	6.170666	6.479239	
	BIWEEKLY	426.43	447.76	470.14	493.65	518.34	
	MONTHLY	427.93	447.15	470.14	493.65	518.34	
	ANNUALLY	11,087.18	11,641.76	12,223.64	12,834.90	13,476.84	
015	HOURLY	5.463645	5.736780	6.023642	6.324872	6.641107	
	BIWEEKLY	437.09	458.94	481.89	505.99	531.29	
	MONTHLY	437.09	458.94	481.89	505.99	531.29	
	ANNUALLY	11,364.34	11,932.44	12,529.14	13,155.74	13,813.54	
016	HOURLY	5.600292	5.880291	6.174338	6.483069	6.807288	
	BIWEEKLY	448.02	470.42	493.95	518.65	544.58	
	MONTHLY	448.02	470.42	493.95	518.65	544.58	
	ANNUALLY	11,648.52	12,230.92	12,842.70	13,484.90	14,159.08	
017	HOURLY	5.740295	6.027313	6.328705	6.645099	6.977293	
	BIWEEKLY	459.22	482.19	506.30	531.61	558.18	
	MONTHLY	459.22	482.19	506.30	531.61	558.18	
	ANNUALLY	11,939.72	12,536.94	13,163.80	13,821.86	14,512.68	
018	HOURLY	5.885305	6.178009	6.486900	6.811278	7.151778	
	BIWEEKLY	470.70	494.24	518.95	544.90	572.14	
	MONTHLY	470.70	494.24	518.95	544.90	572.14	
	ANNUALLY	12,235.20	12,850.24	13,492.70	14,167.40	14,875.64	
019	HOURLY	6.030327	6.332375	6.648930	6.981448	7.330569	
	BIWEEKLY	482.47	506.59	531.71	558.32	586.45	
	MONTHLY	482.47	506.59	531.71	558.32	586.45	
	ANNUALLY	12,544.22	13,171.34	13,829.06	14,521.52	15,247.70	

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GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
020	HOURLY	6.181522	6.490573	6.815109	7.155928	7.513670	
	BIWEEKLY	474.52	519.25	545.21	572.47	601.09	
	MONTHLY	1,071.46	1,125.04	1,181.29	1,240.35	1,302.36	
	ANNUALLY	12,857.52	13,500.50	14,175.46	14,884.22	15,628.34	
021	HOURLY	6.336047	6.652921	6.985599	7.334879	7.701559	
	BIWEEKLY	506.83	532.23	558.85	586.79	616.12	
	MONTHLY	1,098.24	1,153.17	1,210.84	1,271.33	1,334.93	
	ANNUALLY	13,178.33	13,837.98	14,530.10	15,256.54	16,019.12	
022	HOURLY	6.494405	6.819101	7.160080	7.518138	7.894077	
	BIWEEKLY	519.55	545.53	572.81	601.45	631.53	
	MONTHLY	1,125.69	1,181.98	1,241.09	1,303.14	1,368.32	
	ANNUALLY	13,508.30	14,183.78	14,893.06	15,637.70	16,419.78	
023	HOURLY	6.656752	6.989590	7.339029	7.706030	8.091386	
	BIWEEKLY	532.54	559.17	587.12	616.48	647.31	
	MONTHLY	1,153.84	1,211.54	1,272.09	1,335.71	1,402.51	
	ANNUALLY	13,846.04	14,538.42	15,265.12	16,028.48	16,830.06	
024	HOURLY	6.823251	7.164339	7.522603	7.898707	8.293643	
	BIWEEKLY	545.86	573.15	601.81	631.90	663.49	
	MONTHLY	1,182.70	1,241.83	1,303.92	1,369.12	1,437.56	
	ANNUALLY	14,192.36	14,901.90	15,647.06	16,429.40	17,250.74	
025	HOURLY	6.993898	7.343659	7.710819	8.096335	8.501167	
	BIWEEKLY	559.51	587.49	616.87	647.71	680.09	
	MONTHLY	1,212.27	1,272.90	1,336.55	1,403.57	1,473.53	
	ANNUALLY	14,547.26	15,274.74	16,038.62	16,840.46	17,682.34	
026	HOURLY	7.163699	7.527078	7.903496	8.298750	8.713641	
	BIWEEKLY	573.50	602.17	632.28	663.90	697.09	
	MONTHLY	1,242.53	1,304.70	1,369.94	1,438.45	1,510.36	
	ANNUALLY	14,911.00	15,656.42	16,439.28	17,261.40	18,124.34	
027	HOURLY	7.347849	7.715334	8.101247	8.506156	8.931463	
	BIWEEKLY	587.83	617.23	648.10	680.49	714.52	
	MONTHLY	1,273.63	1,337.33	1,404.22	1,474.40	1,548.13	
	ANNUALLY	15,285.56	16,047.96	16,850.60	17,692.74	18,577.52	
028	HOURLY	7.531752	7.903361	8.303702	8.718380	9.154880	
	BIWEEKLY	602.54	632.67	664.50	697.51	732.39	
	MONTHLY	1,305.90	1,370.79	1,437.32	1,511.27	1,586.35	
	ANNUALLY	15,669.04	16,449.42	17,271.50	18,135.26	19,042.14	
029	HOURLY	7.720116	8.106171	8.511502	8.937090	9.383924	
	BIWEEKLY	617.61	648.49	680.92	714.97	750.71	
	MONTHLY	1,336.16	1,405.06	1,475.33	1,549.10	1,626.54	
	ANNUALLY	16,057.36	16,860.74	17,703.92	18,589.22	19,518.46	

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030	HOURLY	7.913095	8.308730	8.724128	9.160334	9.618396	
	BIWEEKLY	633.05	664.70	697.93	732.83	769.47	
	MONTHLY	1,371.61	1,440.18	1,512.13	1,587.80	1,667.19	
	ANNUALLY	16,459.30	17,282.20	18,146.18	19,053.58	20,006.22	
031	HOURLY	8.110815	8.516426	8.942156	9.389270	9.858755	
	BIWEEKLY	648.87	681.31	715.37	751.14	788.70	
	MONTHLY	1,405.89	1,476.17	1,549.97	1,627.47	1,708.85	
	ANNUALLY	16,370.62	17,714.06	18,599.62	19,529.64	20,506.20	
032	HOURLY	8.313597	8.729286	9.165725	9.624036	10.105173	
	BIWEEKLY	665.09	698.34	733.26	769.92	808.41	
	MONTHLY	1,441.03	1,513.07	1,588.73	1,668.16	1,751.56	
	ANNUALLY	17,292.34	18,156.84	19,064.76	20,017.92	21,018.66	
033	HOURLY	8.521490	8.947642	9.395039	9.864805	10.358066	
	BIWEEKLY	681.72	715.81	751.60	789.18	828.65	
	MONTHLY	1,477.06	1,550.92	1,628.47	1,709.89	1,795.41	
	ANNUALLY	17,724.72	18,611.06	19,541.60	20,518.68	21,544.90	
034	HOURLY	8.734496	9.171200	9.629710	10.111154	10.616655	
	BIWEEKLY	698.75	733.70	770.38	808.89	849.33	
	MONTHLY	1,513.98	1,589.63	1,669.16	1,752.60	1,840.22	
	ANNUALLY	18,167.76	19,076.20	20,029.88	21,031.14	22,082.58	
035	HOURLY	8.952989	9.400666	9.870714	10.364256	10.882420	
	BIWEEKLY	716.24	752.05	789.66	829.14	870.59	
	MONTHLY	1,551.35	1,629.44	1,710.93	1,796.47	1,886.28	
	ANNUALLY	18,622.24	19,553.30	20,531.16	21,557.64	22,635.34	
036	HOURLY	9.176739	9.635528	10.117305	10.623187	11.154291	
	BIWEEKLY	734.14	770.84	809.38	849.85	892.34	
	MONTHLY	1,590.64	1,670.15	1,753.66	1,841.34	1,933.40	
	ANNUALLY	19,087.64	20,041.84	21,043.88	22,096.10	23,200.84	
037	HOURLY	9.406117	9.876482	10.370273	10.888300	11.433240	
	BIWEEKLY	752.49	790.12	829.62	871.10	914.66	
	MONTHLY	1,630.40	1,711.73	1,797.51	1,887.38	1,981.76	
	ANNUALLY	19,564.74	20,543.12	21,570.12	22,648.60	23,781.16	
038	HOURLY	9.641275	10.125371	10.629572	11.160994	11.719075	
	BIWEEKLY	771.30	809.67	850.37	892.82	937.53	
	MONTHLY	1,671.15	1,754.72	1,842.47	1,934.57	2,031.32	
	ANNUALLY	20,053.30	21,056.62	22,109.62	23,214.83	24,375.78	
039	HOURLY	9.862371	10.376497	10.895364	11.440118	12.012166	
	BIWEEKLY	790.59	830.12	871.63	915.21	960.97	
	MONTHLY	1,712.95	1,798.57	1,888.53	1,982.96	2,082.10	
	ANNUALLY	20,555.34	21,583.12	22,662.38	23,795.46	24,985.22	

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040	HOURLY	10.129443	10.635930	11.167741	11.726141	12.312400	
	BIWEEKLY	810.36	850.87	893.42	938.09	984.99	
	MONTHLY	1,755.78	1,843.55	1,935.74	2,032.53	2,134.15	
	ANNUALLY	21,069.36	22,122.62	23,228.92	24,390.34	25,609.74	
041	HOURLY	10.382617	10.901747	11.446900	12.019187	12.620211	
	BIWEEKLY	830.61	872.14	915.75	961.53	1,009.62	
	MONTHLY	1,799.66	1,889.64	1,984.13	2,083.32	2,187.51	
	ANNUALLY	21,595.86	22,675.64	23,809.50	24,999.78	26,250.12	
042	HOURLY	10.642182	11.174245	11.732965	12.319621	12.935649	
	BIWEEKLY	851.37	893.94	938.64	985.57	1,034.85	
	MONTHLY	1,844.64	1,936.87	2,033.72	2,135.40	2,242.18	
	ANNUALLY	22,135.62	23,242.44	24,404.64	25,624.82	26,906.10	
043	HOURLY	10.903294	11.453763	12.026532	12.627875	13.259228	
	BIWEEKLY	872.66	916.30	962.12	1,010.23	1,060.74	
	MONTHLY	1,890.76	1,985.32	2,084.59	2,188.83	2,298.27	
	ANNUALLY	22,689.16	23,823.80	25,015.12	26,265.98	27,579.24	
044	HOURLY	11.180977	11.740480	12.326901	12.943371	13.590516	
	BIWEEKLY	894.48	939.24	986.15	1,035.47	1,087.24	
	MONTHLY	1,938.04	2,035.02	2,136.66	2,243.32	2,355.69	
	ANNUALLY	23,256.48	24,420.24	25,639.90	26,922.22	28,268.24	
045	HOURLY	11.460468	12.033555	12.635218	13.267050	13.930332	
	BIWEEKLY	916.84	962.68	1,010.82	1,061.36	1,114.43	
	MONTHLY	1,936.49	2,085.81	2,190.11	2,299.61	2,414.60	
	ANNUALLY	23,237.84	25,029.68	26,281.32	27,595.36	28,975.18	
046	HOURLY	11.747012	12.334307	12.950975	13.596452	14.278334	
	BIWEEKLY	939.76	986.74	1,036.08	1,087.88	1,142.27	
	MONTHLY	2,036.13	2,137.94	2,244.64	2,357.07	2,474.92	
	ANNUALLY	24,433.76	25,655.24	26,938.08	28,284.88	29,699.02	
047	HOURLY	12.040740	12.642721	13.274373	13.938631	14.635594	
	BIWEEKLY	963.28	1,011.42	1,061.99	1,115.09	1,170.85	
	MONTHLY	2,087.06	2,191.41	2,300.98	2,416.03	2,536.84	
	ANNUALLY	25,044.76	26,296.92	27,611.74	28,992.34	30,442.10	
048	HOURLY	12.341511	12.958956	13.606911	14.287274	15.001638	
	BIWEEKLY	987.34	1,036.72	1,088.35	1,142.98	1,200.13	
	MONTHLY	2,139.24	2,240.23	2,358.33	2,476.46	2,600.28	
	ANNUALLY	25,670.24	26,884.72	28,302.50	29,717.46	31,203.38	
049	HOURLY	12.650332	13.262854	13.946933	14.644215	15.376459	
	BIWEEKLY	1,012.03	1,062.63	1,115.75	1,171.34	1,230.12	
	MONTHLY	2,192.73	2,302.37	2,417.46	2,536.34	2,665.26	
	ANNUALLY	26,312.73	27,628.38	29,009.50	30,460.04	31,983.12	

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050	HOURLY	12.966619	13.614894	14.295574	15.010417	15.761017	
	BIWEEKLY	1,037.33	1,089.19	1,143.65	1,200.83	1,260.88	
	MONTHLY	2,247.55	2,359.91	2,477.91	2,601.80	2,731.91	
	ANNUALLY	26,970.56	28,318.94	29,734.90	31,221.58	32,782.88	
051	HOURLY	13.290836	13.955394	14.653154	15.385876	16.155155	
	BIWEEKLY	1,063.27	1,116.43	1,172.25	1,230.87	1,292.41	
	MONTHLY	2,303.75	2,413.93	2,539.68	2,666.89	2,800.22	
	ANNUALLY	27,645.02	29,027.18	30,478.50	32,002.62	33,602.66	
052	HOURLY	13.623035	14.304194	15.019355	15.770275	16.558870	
	BIWEEKLY	1,089.84	1,144.34	1,201.55	1,261.62	1,324.71	
	MONTHLY	2,361.32	2,479.40	2,603.36	2,733.51	2,870.21	
	ANNUALLY	28,335.84	29,752.84	31,240.30	32,802.12	34,442.46	
053	HOURLY	13.965534	14.661775	15.394816	16.164573	16.972802	
	BIWEEKLY	1,117.06	1,172.94	1,231.59	1,293.17	1,357.82	
	MONTHLY	2,420.34	2,541.37	2,668.45	2,801.87	2,941.94	
	ANNUALLY	29,044.08	30,496.44	32,021.34	33,622.42	35,303.52	
054	HOURLY	14.312655	15.028296	15.779695	16.568609	17.397110	
	BIWEEKLY	1,143.01	1,202.26	1,262.38	1,325.49	1,391.77	
	MONTHLY	2,480.86	2,604.90	2,735.16	2,871.90	3,015.50	
	ANNUALLY	29,770.26	31,258.76	32,821.88	34,462.74	36,186.02	
055	HOURLY	14.670595	15.403918	16.174151	16.982858	17.831953	
	BIWEEKLY	1,173.63	1,232.31	1,293.93	1,358.63	1,426.56	
	MONTHLY	2,542.87	2,670.01	2,803.52	2,943.70	3,090.88	
	ANNUALLY	30,514.33	32,040.06	33,642.18	35,324.58	37,090.56	
056	HOURLY	15.037236	15.789114	16.578506	17.423448	18.277812	
	BIWEEKLY	1,202.93	1,263.13	1,326.28	1,393.88	1,462.22	
	MONTHLY	2,606.46	2,736.78	2,873.61	3,020.07	3,168.14	
	ANNUALLY	31,277.48	32,841.38	34,483.28	36,240.88	38,017.72	
057	HOURLY	15.413175	16.163889	16.993075	17.842810	18.735004	
	BIWEEKLY	1,233.03	1,294.71	1,357.45	1,427.42	1,498.80	
	MONTHLY	2,671.61	2,805.21	2,945.43	3,092.74	3,247.40	
	ANNUALLY	32,059.30	33,662.46	35,345.70	37,112.92	38,968.80	
058	HOURLY	15.795532	16.566405	17.417863	18.288326	19.203213	
	BIWEEKLY	1,263.36	1,327.07	1,393.43	1,463.11	1,536.26	
	MONTHLY	2,754.41	2,875.32	3,019.10	3,170.07	3,328.56	
	ANNUALLY	32,856.36	34,503.32	36,229.16	38,040.86	39,942.76	
059	HOURLY	16.175407	17.003132	17.853546	18.746020	19.683394	
	BIWEEKLY	1,293.43	1,360.23	1,428.27	1,499.66	1,574.67	
	MONTHLY	2,805.37	2,947.21	3,094.59	3,248.61	3,411.79	
	ANNUALLY	33,662.43	35,356.50	37,135.02	38,991.63	40,941.42	

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060	HOURLY	16.598299	17.423236	18.299683	19.214706	20.175385	
	BIWEEKLY	1,527.86	1,594.26	1,663.97	1,737.18	1,814.03	
	MONTHLY	2,377.03	3,020.90	3,171.94	3,330.56	3,497.07	
	ANNUALLY	34,524.56	36,250.76	38,063.22	39,966.68	41,964.78	

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000	HOURLY BIWEEKLY MONTHLY ANNUALLY						
001	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.060164 324.81 703.70 8,445.05	4.263147 341.05 738.94 8,867.30	4.476353 358.11 775.91 9,310.86	4.700121 376.01 814.69 9,776.26	4.935121 394.81 855.42 10,265.06	5.181876 414.55 898.19 10,778.30
002	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.161808 332.94 721.37 8,656.44	4.369685 349.57 757.40 9,088.82	4.588243 367.06 795.30 9,543.56	4.817811 385.42 835.08 10,020.92	5.058718 404.70 876.85 10,522.20	5.311655 424.93 920.68 11,048.18
003	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.255829 341.27 739.42 8,873.02	4.472205 358.34 776.40 9,316.84	4.703140 376.25 815.21 9,782.50	4.938304 395.06 855.96 10,271.56	5.185204 414.82 898.78 10,785.32	5.444664 435.56 943.71 11,324.56
004	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.372478 349.30 757.90 9,094.80	4.591036 367.28 795.77 9,549.28	4.820605 385.65 835.58 10,026.90	5.061676 404.93 877.35 10,528.16	5.314744 425.18 921.22 11,054.68	5.580481 446.44 967.29 11,607.44
005	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.481719 358.54 776.84 9,322.04	4.705822 376.47 815.69 9,788.22	4.941155 395.29 856.46 10,277.54	5.188221 415.06 899.30 10,791.56	5.447690 435.82 944.28 11,331.32	5.720075 457.61 991.49 11,897.86
006	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.593686 367.47 796.23 9,554.74	4.823320 385.87 836.05 10,032.62	5.064520 405.16 877.85 10,534.16	5.317787 425.42 921.74 11,060.92	5.583626 446.69 967.83 11,613.94	5.862607 469.02 1,016.21 12,194.52
007	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.703503 376.63 816.14 9,793.68	4.944005 395.52 856.96 10,283.52	5.191237 415.50 899.82 10,777.80	5.450374 436.07 944.82 11,337.32	5.723417 457.37 992.05 11,904.62	6.009586 480.77 1,041.67 12,500.02
008	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.826171 386.89 856.55 10,356.54	5.067537 405.40 878.37 10,540.40	5.320973 425.83 922.31 11,067.68	5.586977 446.96 968.41 11,620.96	5.866395 469.31 1,016.84 12,202.06	6.159715 492.78 1,067.69 12,812.28
009	HOURLY BIWEEKLY MONTHLY ANNUALLY	4.946853 395.75 857.46 10,289.50	5.194255 415.54 900.34 10,804.04	5.453891 436.31 945.34 11,344.06	5.726003 458.13 992.62 11,911.33	6.012892 481.03 1,042.23 12,506.78	6.313536 505.08 1,094.34 13,152.08

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010	HOURLY 5.070554 BIWEEKLY 405.64 MONTHLY 878.89 ANNUALLY 10,546.64	5.324156 425.93 922.85 11,074.18	5.590330 447.23 969.00 11,627.93	5.869914 469.59 1,017.45 12,209.34	6.163410 493.07 1,068.32 12,819.82	6.471581 517.73 1,121.75 13,460.98
011	HOURLY 5.197272 BIWEEKLY 415.78 MONTHLY 900.86 ANNUALLY 10,810.28	5.457076 436.57 945.90 11,350.82	5.729955 458.40 993.20 11,918.40	6.016411 481.31 1,042.84 12,514.06	6.317282 505.38 1,094.99 13,139.88	6.633146 530.65 1,149.74 13,796.90
012	HOURLY 5.327172 BIWEEKLY 426.17 MONTHLY 923.37 ANNUALLY 11,080.42	5.593516 447.48 969.54 11,634.48	5.873266 469.86 1,018.03 12,216.36	6.166929 493.35 1,068.93 12,827.10	6.475343 518.03 1,122.40 13,468.78	6.799110 543.93 1,178.52 14,142.18
013	HOURLY 5.460429 BIWEEKLY 436.83 MONTHLY 946.47 ANNUALLY 11,357.58	5.733474 458.68 993.81 11,925.68	6.020098 481.61 1,043.49 12,521.86	6.321136 505.69 1,095.66 13,147.94	6.637261 530.98 1,150.46 13,805.48	6.969124 557.53 1,207.98 14,495.78
014	HOURLY 5.596868 BIWEEKLY 447.75 MONTHLY 970.13 ANNUALLY 11,641.50	5.876787 470.14 1,018.64 12,223.64	6.170619 493.65 1,069.58 12,834.90	6.479200 518.34 1,123.07 13,476.84	6.803201 544.26 1,179.23 14,150.76	7.143361 571.47 1,238.19 14,858.22
015	HOURLY 5.736827 BIWEEKLY 458.95 MONTHLY 994.39 ANNUALLY 11,932.70	6.023619 481.89 1,044.10 12,529.14	6.324824 505.99 1,096.31 13,155.74	6.641115 531.29 1,151.13 13,813.34	6.973163 557.85 1,208.68 14,504.10	7.321821 585.75 1,269.13 15,229.50
016	HOURLY 5.880307 BIWEEKLY 470.42 MONTHLY 1,019.24 ANNUALLY 12,230.92	6.174306 493.94 1,070.20 12,842.44	6.463055 518.64 1,123.72 13,484.64	6.807222 544.58 1,179.92 14,159.08	7.147653 571.81 1,238.92 14,867.06	7.505035 600.40 1,300.87 15,610.40
017	HOURLY 6.027307 BIWEEKLY 482.13 MONTHLY 1,044.72 ANNUALLY 12,536.63	6.323679 506.29 1,096.96 13,163.54	6.645140 531.61 1,151.82 13,821.86	6.977353 558.19 1,209.41 14,512.94	7.326163 586.09 1,269.86 15,238.34	7.692471 615.40 1,333.37 16,000.40
018	HOURLY 6.177993 BIWEEKLY 494.24 MONTHLY 1,070.85 ANNUALLY 12,830.24	6.436909 518.95 1,124.39 13,492.76	6.811245 544.90 1,180.62 14,197.40	7.151842 572.15 1,239.66 14,875.90	7.509367 600.75 1,301.63 15,619.50	7.884356 630.79 1,366.71 16,400.54
019	HOURLY 6.332365 BIWEEKLY 506.59 MONTHLY 1,097.61 ANNUALLY 13,171.54	6.646994 531.92 1,152.49 13,829.92	6.981376 553.51 1,210.11 14,521.26	7.330521 586.44 1,270.62 15,247.44	7.697098 615.77 1,334.17 16,010.02	8.081953 646.56 1,400.68 16,810.56

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020	HOURLY	6.490598	6.815102	7.155865	7.515724	7.889353	8.283821
	BIWEEKLY	519.25	545.21	572.47	601.10	631.15	662.71
	MONTHLY	1,125.04	1,131.29	1,240.35	1,302.38	1,367.49	1,435.87
	ANNUALLY	13,500.50	14,175.46	14,884.22	15,623.60	16,409.90	17,230.46
021	HOURLY	6.652850	6.985567	7.334879	7.701623	8.086637	8.490969
	BIWEEKLY	532.23	558.85	586.79	616.13	646.93	679.28
	MONTHLY	1,153.17	1,210.84	1,271.38	1,334.95	1,401.68	1,471.77
	ANNUALLY	13,837.98	14,530.10	15,256.54	16,019.38	16,820.18	17,661.28
022	HOURLY	6.819125	7.160056	7.518084	7.894045	8.288781	8.703221
	BIWEEKLY	545.53	572.80	601.45	631.52	663.10	696.26
	MONTHLY	1,181.98	1,241.07	1,303.14	1,368.29	1,436.72	1,508.56
	ANNUALLY	14,183.78	14,892.80	15,637.70	16,419.52	17,240.60	18,102.76
023	HOURLY	6.939539	7.339069	7.705981	8.091331	8.495955	8.920753
	BIWEEKLY	559.17	587.13	616.46	647.31	679.68	713.66
	MONTHLY	1,211.54	1,272.12	1,335.71	1,402.51	1,472.64	1,546.26
	ANNUALLY	14,538.42	15,265.38	16,028.48	16,830.06	17,671.68	18,555.16
024	HOURLY	7.104413	7.522608	7.898739	8.293643	8.708325	9.143741
	BIWEEKLY	573.15	601.81	631.90	663.49	696.67	731.50
	MONTHLY	1,241.83	1,303.92	1,369.12	1,437.36	1,509.45	1,584.92
	ANNUALLY	14,901.90	15,647.06	16,429.40	17,250.74	18,113.42	19,019.00
025	HOURLY	7.343593	7.710842	8.096360	8.501152	8.926225	9.372536
	BIWEEKLY	587.49	616.87	647.71	680.09	714.10	749.80
	MONTHLY	1,272.90	1,336.55	1,403.37	1,473.53	1,547.22	1,624.57
	ANNUALLY	15,274.74	16,038.62	16,840.46	17,682.34	18,566.60	19,494.80
026	HOURLY	7.527134	7.903432	8.298671	8.713688	9.149323	9.606789
	BIWEEKLY	602.17	632.27	663.89	697.10	731.95	768.54
	MONTHLY	1,304.70	1,369.92	1,438.43	1,510.38	1,585.89	1,665.17
	ANNUALLY	15,656.42	16,439.02	17,261.14	18,124.60	19,030.70	19,982.04
027	HOURLY	7.715242	8.101100	8.506510	8.931463	9.378036	9.846937
	BIWEEKLY	617.22	648.09	680.50	714.52	750.24	787.75
	MONTHLY	1,337.31	1,404.20	1,474.42	1,548.13	1,625.52	1,706.79
	ANNUALLY	16,047.72	16,850.34	17,693.00	18,577.52	19,506.24	20,481.50
028	HOURLY	7.906315	8.303779	8.718837	9.154324	9.612624	10.093255
	BIWEEKLY	632.67	664.30	697.51	732.39	769.01	807.46
	MONTHLY	1,375.79	1,439.52	1,511.27	1,586.85	1,666.19	1,749.50
	ANNUALLY	16,449.42	17,271.80	18,135.26	19,042.14	19,994.26	20,993.96
029	HOURLY	8.105122	8.511480	8.937077	9.383945	9.853120	10.345776
	BIWEEKLY	648.49	680.92	714.97	750.72	788.25	827.66
	MONTHLY	1,405.05	1,475.33	1,549.10	1,626.56	1,707.88	1,793.26
	ANNUALLY	16,860.74	17,703.92	18,589.22	19,518.72	20,494.50	21,519.16

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030	HOURLY	8.303750	8.724167	9.160334	9.618351	10.099316	10.604282
	BIWEEKLY	664.70	697.93	732.83	769.47	807.95	848.34
	MONTHLY	1,440.13	1,512.13	1,587.80	1,667.19	1,750.56	1,838.07
	ANNUALLY	17,282.20	18,146.13	19,053.58	20,006.22	21,006.70	22,056.84
031	HOURLY	8.516356	8.942247	9.389264	9.858733	10.351693	10.869278
	BIWEEKLY	681.31	715.38	751.14	788.70	828.14	869.54
	MONTHLY	1,476.17	1,549.99	1,627.47	1,708.85	1,794.30	1,884.00
	ANNUALLY	17,714.06	18,599.88	19,529.64	20,506.20	21,531.64	22,608.04
032	HOURLY	8.729277	9.165750	9.624011	10.105237	10.610431	11.140954
	BIWEEKLY	698.34	733.26	769.92	808.42	848.83	891.28
	MONTHLY	1,513.07	1,588.73	1,668.16	1,751.58	1,839.13	1,931.11
	ANNUALLY	18,156.84	19,064.76	20,017.92	21,018.92	22,069.58	23,173.28
033	HOURLY	8.947565	9.395024	9.864791	10.358045	10.875970	11.419769
	BIWEEKLY	715.31	751.60	789.18	828.64	870.08	913.53
	MONTHLY	1,550.92	1,628.47	1,709.89	1,795.39	1,885.17	1,979.42
	ANNUALLY	18,611.06	19,541.60	20,518.68	21,544.64	22,622.08	23,753.08
034	HOURLY	9.171221	9.629760	10.111196	10.616712	11.147488	11.704863
	BIWEEKLY	733.70	770.38	808.90	849.34	891.80	936.39
	MONTHLY	1,589.68	1,669.16	1,752.62	1,840.24	1,932.23	2,028.85
	ANNUALLY	19,076.20	20,029.88	21,031.40	22,082.84	23,186.80	24,346.14
035	HOURLY	9.400639	9.870700	10.364250	10.882469	11.426541	11.997867
	BIWEEKLY	752.05	789.66	829.14	870.60	914.12	959.83
	MONTHLY	1,629.44	1,710.93	1,796.47	1,886.30	1,980.59	2,079.63
	ANNUALLY	19,553.30	20,531.16	21,557.54	22,635.60	23,767.12	24,955.58
036	HOURLY	9.555576	10.117305	10.623171	11.154346	11.712005	12.297606
	BIWEEKLY	770.35	809.38	849.85	892.35	936.96	983.81
	MONTHLY	1,670.13	1,753.66	1,841.34	1,933.43	2,030.08	2,131.59
	ANNUALLY	20,042.10	21,043.88	22,096.10	23,201.10	24,360.96	25,579.06
037	HOURLY	9.870425	10.370306	10.888787	11.433240	12.004902	12.605147
	BIWEEKLY	790.11	829.62	871.10	914.00	960.39	1,008.41
	MONTHLY	1,711.91	1,797.51	1,887.33	1,981.76	2,080.85	2,184.89
	ANNUALLY	20,542.36	21,570.12	22,648.60	23,781.16	24,970.14	26,218.66
038	HOURLY	10.123337	10.629539	11.161051	11.719044	12.305029	12.920260
	BIWEEKLY	807.37	850.30	892.33	937.52	984.40	1,033.62
	MONTHLY	1,754.72	1,842.45	1,934.57	2,031.29	2,132.37	2,239.51
	ANNUALLY	21,056.62	22,109.36	23,214.83	24,375.52	25,594.40	26,874.12
039	HOURLY	10.376511	10.895321	11.440132	12.012124	12.612774	13.243413
	BIWEEKLY	830.12	871.63	913.21	960.97	1,009.02	1,059.47
	MONTHLY	1,798.59	1,888.53	1,982.96	2,082.10	2,186.21	2,295.52
	ANNUALLY	21,583.12	22,662.38	23,795.46	24,985.22	26,234.52	27,546.22

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040	HOURLY	10.635916	11.167726	11.726128	12.312448	12.928020	13.574421
	BIWEEKLY	850.87	893.42	938.09	985.00	1,034.24	1,085.95
	MONTHLY	1,843.55	1,957.74	2,032.53	2,134.17	2,240.85	2,352.89
	ANNUALLY	22,122.62	23,228.92	24,390.34	25,610.00	26,890.24	28,234.70
041	HOURLY	10.901748	11.446835	12.019245	12.620147	13.251222	13.913783
	BIWEEKLY	872.14	915.75	961.54	1,009.61	1,060.10	1,113.10
	MONTHLY	1,839.64	1,984.13	2,083.34	2,187.49	2,296.88	2,411.72
	ANNUALLY	22,675.64	23,809.50	25,000.04	26,249.86	27,562.60	28,940.60
042	HOURLY	11.174291	11.732957	12.319613	12.935602	13.582432	14.261553
	BIWEEKLY	893.94	938.64	985.57	1,034.85	1,086.59	1,140.92
	MONTHLY	1,936.87	2,033.72	2,135.40	2,242.18	2,354.28	2,471.99
	ANNUALLY	23,242.44	24,404.64	25,624.82	26,906.10	28,251.34	29,663.92
043	HOURLY	11.453709	12.026451	12.627859	13.259269	13.922189	14.618299
	BIWEEKLY	916.50	962.12	1,010.23	1,060.74	1,113.78	1,169.46
	MONTHLY	1,985.32	2,084.59	2,188.83	2,298.27	2,413.19	2,533.83
	ANNUALLY	23,823.80	25,015.12	26,265.98	27,579.24	28,958.28	30,405.96
044	HOURLY	11.740026	12.327504	12.943246	13.590540	14.270042	14.983545
	BIWEEKLY	939.20	986.20	1,035.46	1,087.24	1,141.60	1,198.68
	MONTHLY	2,034.95	2,136.77	2,243.50	2,355.69	2,473.47	2,597.14
	ANNUALLY	24,419.20	25,641.20	26,921.96	28,268.24	29,681.60	31,165.68
045	HOURLY	12.033492	12.635233	13.266979	13.930403	14.626848	15.358191
	BIWEEKLY	962.63	1,010.82	1,061.36	1,114.43	1,170.15	1,228.66
	MONTHLY	2,035.51	2,120.11	2,229.61	2,344.60	2,535.33	2,662.10
	ANNUALLY	25,029.66	26,281.32	27,595.36	28,975.18	30,423.90	31,945.16
046	HOURLY	12.334363	12.951022	13.598524	14.273374	14.992250	15.741863
	BIWEEKLY	986.75	1,036.08	1,087.88	1,142.27	1,199.38	1,259.35
	MONTHLY	2,137.96	2,244.84	2,357.07	2,474.92	2,598.66	2,728.59
	ANNUALLY	25,655.50	26,938.08	28,284.88	29,699.02	31,183.88	32,743.10
047	HOURLY	12.642777	13.274857	13.938617	14.635563	15.367374	16.135743
	BIWEEKLY	1,011.42	1,061.99	1,113.69	1,170.65	1,229.59	1,290.86
	MONTHLY	2,171.41	2,300.98	2,416.03	2,536.44	2,663.68	2,796.86
	ANNUALLY	26,276.92	27,611.74	28,992.34	30,442.10	31,964.14	33,562.36
048	HOURLY	12.956901	13.606903	14.287257	15.001653	15.751720	16.539306
	BIWEEKLY	1,036.71	1,086.55	1,142.98	1,200.13	1,260.14	1,323.14
	MONTHLY	2,246.21	2,353.55	2,476.46	2,600.23	2,730.30	2,866.80
	ANNUALLY	26,954.45	28,302.30	29,717.43	31,203.56	32,763.64	34,401.64
049	HOURLY	13.252901	13.946997	14.644280	15.376426	16.145282	16.952543
	BIWEEKLY	1,062.63	1,113.76	1,171.54	1,230.11	1,291.62	1,355.20
	MONTHLY	2,332.37	2,417.48	2,558.34	2,665.94	2,798.51	2,933.43
	ANNUALLY	27,923.33	29,009.76	30,460.04	31,982.86	33,582.12	35,261.20

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050	HOURLY	13.614950	14.295038	15.010352	15.700938	16.549067	17.376521
	BIWEEKLY	1,039.20	1,143.65	1,200.83	1,260.88	1,323.93	1,390.12
	MONTHLY	2,559.93	2,477.91	2,601.80	2,731.91	2,868.52	3,011.93
	ANNUALLY	26,519.20	29,734.90	31,221.53	32,782.88	34,422.18	36,143.12
051	HOURLY	15.955378	16.53154	15.585812	16.155170	16.962912	17.811057
	BIWEEKLY	1,116.43	1,172.25	1,230.36	1,292.41	1,357.03	1,424.88
	MONTHLY	2,418.93	2,539.88	2,666.86	2,800.22	2,940.23	3,087.24
	ANNUALLY	29,027.16	30,478.50	32,002.36	33,602.66	35,282.78	37,046.88
052	HOURLY	14.304187	15.019403	15.770323	16.558789	17.386814	18.256155
	BIWEEKLY	1,144.33	1,201.55	1,261.63	1,324.70	1,390.95	1,460.49
	MONTHLY	2,479.38	2,603.36	2,733.53	2,870.18	3,013.73	3,164.40
	ANNUALLY	29,752.58	31,240.30	32,802.38	34,442.20	36,164.70	37,972.74
053	HOURLY	14.661711	15.394864	16.164557	16.972802	17.821442	18.712515
	BIWEEKLY	1,172.94	1,231.59	1,293.16	1,357.82	1,425.72	1,497.00
	MONTHLY	2,541.37	2,668.45	2,801.85	2,941.94	3,089.06	3,243.50
	ANNUALLY	30,496.44	32,021.34	33,622.16	35,303.32	37,068.72	38,922.00
054	HOURLY	15.026266	15.779710	16.568680	17.397039	18.266966	19.180314
	BIWEEKLY	1,202.26	1,262.38	1,325.49	1,391.76	1,461.36	1,534.43
	MONTHLY	2,604.90	2,735.16	2,871.90	3,015.45	3,166.28	3,324.60
	ANNUALLY	31,258.76	32,821.88	34,462.74	36,185.76	37,995.36	39,895.18
055	HOURLY	15.403915	16.174112	16.982859	17.832001	18.723551	19.659729
	BIWEEKLY	1,232.31	1,293.93	1,358.63	1,426.56	1,497.88	1,572.78
	MONTHLY	2,670.01	2,803.52	2,943.70	3,090.83	3,245.41	3,407.69
	ANNUALLY	32,040.05	33,642.13	35,324.38	37,090.56	38,944.38	40,892.26
056	HOURLY	15.709093	16.578570	17.407431	18.294621	19.191703	20.151288
	BIWEEKLY	1,203.13	1,326.29	1,392.59	1,463.57	1,535.34	1,612.10
	MONTHLY	2,736.75	2,873.63	3,017.28	3,171.07	3,328.57	3,492.88
	ANNUALLY	32,841.36	34,483.54	36,207.34	38,052.82	39,918.84	41,914.60
057	HOURLY	16.165634	16.993084	17.842729	18.734950	19.671755	20.655342
	BIWEEKLY	1,274.71	1,359.45	1,427.42	1,498.00	1,573.74	1,652.43
	MONTHLY	2,803.21	2,945.46	3,092.74	3,247.40	3,409.77	3,580.27
	ANNUALLY	33,632.46	35,345.70	37,112.92	38,968.30	40,917.24	42,963.18
058	HOURLY	16.506455	17.417823	18.288756	19.203208	20.163374	21.171543
	BIWEEKLY	1,327.03	1,393.43	1,465.10	1,536.26	1,613.07	1,693.72
	MONTHLY	2,875.34	3,019.10	3,170.05	3,328.50	3,494.99	3,669.73
	ANNUALLY	34,504.06	36,229.18	38,040.60	39,942.70	41,939.32	44,036.72
059	HOURLY	17.003141	17.853239	18.746013	19.683321	20.667563	21.700941
	BIWEEKLY	1,360.25	1,428.26	1,499.08	1,574.67	1,653.41	1,736.08
	MONTHLY	2,947.21	3,074.56	3,249.31	3,411.79	3,582.39	3,761.51
	ANNUALLY	35,366.50	37,134.76	38,991.63	40,941.42	42,988.66	45,138.08

CITY OF LAS VEGAS
DEPT: PERSONAL & FINANCE

CLA SALARY RATE SCHEDULE
JULY 1985

REPORT: PRIGRDRSE PAGE 7
DATE 06/29/84 TIME 01:03:01:50

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
060	17.423214	18.299650	19.214667	20.175442	21.184155	22.243362
HOURLY	1,394.26	1,465.97	1,537.17	1,614.04	1,694.73	1,779.47
BIWEEKLY	3,020.90	3,171.94	3,330.54	3,497.09	3,671.92	3,855.52
MONTHLY	36,250.70	38,063.22	39,956.42	41,965.04	44,062.98	46,266.22
ANNUALLY						

CITY COUNCIL MINUTES - JULY 5, 1984

0029

TRANSCRIPT - CITY COUNCIL MEETING - JULY 5, 1984 - 10:00 A.M. - PAGE 1
IV.(a) ADMINISTRATIVE AGENDA. ITEM A. TWO-YEAR LABOR AGREEMENT WITH THE CITY
EMPLOYEES' ASSOCIATION. ITEM F. TWO-YEAR LABOR AGREEMENT WITH THE POLICE
PROTECTIVE ASSOCIATION. ITEM G. TWO-YEAR WAGE PROPOSAL FOR APPOINTIVE STAFF.

MAYOR BRIARE: The next on Council's page 8, the Administrative Agenda, Mr. Hall.

CITY MANAGER HALL: Yes, Your Honor. Item A, also F and G, are discussion and possible action on a two-year labor agreement with the City Employees' Association, the members of the Police Protective Association in the City and the appointive staff. These items are two-year labor agreements between the various bargaining units of the City. The first year is a 4.7% increase and a 5% the second year. It's the recommendation of the City Manager and the Negotiating Team for both the City and the Unions that this agreement be ratified today by the Council.

COUNCILMAN LURIE: Mayor, if I may, I'LL MOVE FOR APPROVAL OF THE RECOMMENDATION.

MAYOR BRIARE: Comments by anyone?

COUNCILMAN LEVY: Which items?

CITY MANAGER HALL: Items A, Items F and G.

COUNCILMAN LURIE: Do you want to take them all at one time?

COUNCILMAN LEVY: Yes.

COUNCILMAN LURIE: Okay. I'LL MAKE MY MOTION ITEMS A, F AND G BE APPROVED AS RECOMMENDED.

MAYOR BRIARE: Are there any comments? Cast your votes. Post. Motion is APPROVED.

END OF TRANSCRIPT

Voting was as follows:
"AYES" Briare, Christensen, Levy, Lurie and Nolen
"NOES" None
Motion carried unanimously.

AGENDA DOCUMENTATION

0030

Date: June 18, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGERSUBJECT: REQUEST TO SET A PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES FOR THE ABATEMENT
OF THE DANGEROUS BUILDING AT 2715 AUSTIN AVENUEPURPOSE/BACKGROUND

The subject property is a burned out residence. The Department of Building and Safety declared the site as dangerous on March 27, 1984.

Staff has been in contact with the owner, Mr. Perry Muscelli. Mr. Muscelli indicated that he is presently involved in litigation of the property and he authorized the City to proceed with the abatement. On June 9, 1984, the Department of Engineering Services hired a contractor to abate the building and clean the property. The attached report of expenses has been filed with the City Clerk.

Mr. Perry Muscelli has been notified by mail of this item on today's agenda, and was furnished a copy of the abatement procedures.

FISCAL IMPACT

\$1,500 has been paid to C.A.G. Concrete, Inc.

RECOMMENDATIONS

The City Manager recommends the City Council set a time, place and date for a public hearing to consider the Report of Expenses and any protests thereto.

Agenda Item

IV. (a) B.

INTER-OFFICE MEMORANDUM

June 18, 1984

0031

TO:

Carol Ann Hawley
City Clerk

FROM:

C. E. Gilpin
Director of Engineering Services

SUBJECT:

Report of Expenses:
Dangerous Bldg. Abatement at
2715 Austin Avenue

COPIES TO:

After giving due process, notice, and an opportunity for hearing as specified in the "Uniform Code for the Abatement of Dangerous Buildings," 1976 Edition, the Department of Engineering Services has caused the dangerous building located at 2715 Austin Avenue to be abated and the property cleaned.

Work was performed on June 9 at a cost of \$1,500.00 as follows:

Cost of Materials	\$ 525.00
Labor	448.00
Hauling Debris	224.00
and Dumping	
Profit	303.00
	<u>\$1,500.00</u>

Property location: 2715 Austin Ave.
Las Vegas, Nv.

Assessor's parcel no.: 010-873-017

Legal description: Lot 61, Block 4, Twin Lakes Tract #7

Owner of Record: Perry Muscelli
2713 Austin Ave.
Las Vegas, NV 89107

You are hereby requested to present the above report to the City Council to set a time, date and place for hearing the above report and any protests or objections thereto.

C. E. GILPIN

CEG/ND/jb

Chapter 7 ENFORCEMENT OF THE ORDER OF THE BUILDING OFFICIAL OR THE BOARD OF APPEALS

Compliance

Sec. 701. (a) General. After any order of the Building Official or the Board of Appeals made pursuant to this Code shall have become final, no person to whom any such order is directed shall fail, neglect, or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

(b) Failure to Obey Order. If, after any order of the Building Official or Board of Appeals made pursuant to this Code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the Building Official may (i) cause such person to be prosecuted under subsection (a) of this Section or (ii) institute any appropriate action to abate such building as a public nuisance.

(c) Failure to Commence Work. Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this Code becomes effective:

1. The Building Official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

"DANGEROUS BUILDING
IX) NOT OCCUPY

It is a misdemeanor to occupy this building
or to remove or deface this notice.

Building Official
City of....."

2. No person shall occupy any building which has been posted as specified in this subsection. No person shall remove or deface any such notice so posted until the repairs, demolition, or removal ordered by the Building Official have been completed and a Certificate of Occupancy issued pursuant to the provisions of the Uniform Building Code.

3. The Building Official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and order required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof

paid and recovered in the manner hereinafter provided in this Code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled therein.

Extension of Time to Perform Work

Sec. 702. Upon receipt of an application from the person required to conform to the order and an agreement by such person that he will comply with the order if allowed additional time, the Building Official may, in his discretion, grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation, or demolition, if the Building Official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The Building Official's authority to extend time is limited to the physical repair, rehabilitation, or demolition of the premises and will not in any way affect the time to appeal his notice and order.

Interference with Repair or Demolition Work Prohibited

Sec. 703. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city, or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this Code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this Code, whenever such officer, employee, contractor or authorized representative of the city, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this Code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this Code.

Chapter 8 PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

General

Sec. 801. (a) *Procedure.* When any work of repair or demolition is to be done pursuant to Section 701 (c) 3 of this Code, the Building Official shall issue his order therefor to the Director of Public Works and the work shall be accomplished by city personnel or by private contract under the direction of said Director. Plans and specifications therefor may be prepared by said Director, or he may employ such architectural and engineering assistance on a contract basis as he may deem reasonably necessary. If any part of the work is to be accomplished by private contract, Standard Public Works contractual procedures shall be followed.

(b) *Costs.* The cost of such work shall be paid from the Repair and Demolition Fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the City Council shall determine is appropriate.

Repair and Demolition Fund

Sec. 802. (a) *General.* The City Council shall establish a special revolving fund to be designated as the Repair and Demolition Fund. Payments shall be made out of said fund upon the demand of the Director of Public Works to defray the costs and expenses which may be incurred by the city in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

(b) *Maintenance of Fund.* The Council may at any time transfer to the Repair and Demolition Fund, out of any money in the General Fund of the city, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the Repair and Demolition Fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for, shall be paid to the City Treasurer who shall credit the same to the Repair and Demolition Fund.

Chapter 9 RECOVERY OF COST OF REPAIR OR DEMOLITION

Account of Expense, Filing of Report: Contents

Sec. 901. The Director of Public Works shall keep an itemized account of the expense incurred by the city in the repair or demolition of any building done pursuant to the provisions of Section 701 (c) 3 of this Code. Upon the completion of the work of repair or demolition, said Director shall prepare and file with City Clerk a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to subsection (c) of Section 401.

Report Transmitted to Council—Set for Hearing

Sec. 902. Upon receipt of said report, the City Clerk shall present it to the City Council for consideration. The City Council shall fix a time, date and place for hearing said report, and any protests or objections therein. The City Clerk shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in the city, and served by certified mail, postage prepaid, addressed to the owner of the property as his name and address appear on the last equalized assessment roll of the county, if such so appear, or as known to the Clerk. Such notice shall be given at least 10 days prior to the date set for hearing and shall specify the day, hour, and place when the Council will hear and pass upon the Director's report, together with any objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

Protests and Objections—How Made

Sec. 903. Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the report of the Director. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by him. He shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

Hearing of Protests

Sec. 904. Upon the day and hour fixed for the hearing the City Council shall hear and pass upon the report of the Director together with any such objections or protests. The Council may make such revision, correction or modification in the report or the charge as it may deem just; and when the

Council is satisfied with the correctness of the charge, the report may be submitted or as revised, corrected or modified together with the charge, shall be confirmed or rejected. The decision of the City Council on the report and the charge, and on all protests or objections, shall be final and conclusive.

Personal Obligation or Special Assessment

Sec. 905. (a) General. The City Council may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.

(b) Personal Obligation. If the City Council orders that the charge shall be a personal obligation of the property owner, it shall direct the City Attorney to collect the same on behalf of the city by use of all appropriate legal remedies.

(c) Special Assessment. If the City Council orders that the charge shall be assessed against the property it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

Contest

Sec. 906. The validity of any assessment made under the provisions of this Chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

Authority for Installment Payment of Assessments with Interest

Sec. 907. The City Council, in its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal annual installments. The Council's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

Lien of Assessment

Sec. 908. (a) Priority. Immediately upon its being placed on the assessment roll the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property, and shall be paramount to all other liens except for state, county and municipal taxes with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

(b) Interest. All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and

shall bear interest at the rate of 7 percent per annum from and after said date.

Report to Assessor and Tax Collector: Addition of Assessment to Tax Bill

Sec. 909. After confirmation of the report, certified copies of the assessment shall be given to the City Assessor and the City Tax Collector, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

Filing Copy of Report with County Auditor

Sec. 910. If the County Assessor and the County Tax Collector assess property and collect taxes for the city, a certified copy of the assessment shall be filed with the County Auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the County Assessor's map books for the current year.

Collection of Assessment: Penalties for Foreclosure

Sec. 911. The amount of the assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected; and shall be subject to the same penalties and procedure and sale in case of delinquency as provided for ordinary municipal taxes. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to such assessment.

If the City Council has determined that the assessment shall be paid in installments, each installment and any interest thereon shall be collected in the same manner as ordinary municipal taxes in successive years. If any installment is delinquent, the amount thereof is subject to the same penalties and procedure for sale as provided for ordinary municipal taxes.

Repayment of Repair and Demolition Fund

Sec. 912. All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the City Treasurer who shall credit the same to the Repair and Demolition Fund.

City of Las Vegas

AGENDA DOCUMENTATION

0035

Date: June 25, 1984

TO:
The City CouncilFROM:
RICHARD B. BLUE
EXECUTIVE ASSISTANT TO CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, AUTHORIZING THE ADOPTION OF A POLICY ON THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE'S) AND WOMEN-OWNED BUSINESS ENTERPRISES (WBE'S) IN U. S. DEPT. OF TRANSPORTATION ASSISTED CONTRACTS OF THE CITY

PURPOSE/BACKGROUND

The U. S. Department of Transportation has consistently maintained a leadership role in Federal efforts to increase participation of small businesses owned and controlled by minorities, women, and other socially and economically disadvantaged individuals in contract opportunities involving Federal funds. The Urban Mass Transportation Administration (UMTA) has accepted the responsibility for translating the Department's commitment into actual program accomplishments. As a result, passage of Section 105(f) of the Surface Transportation Assistance Act of 1982, with its statutory mandate that ten percent of funds made available under that Act be expended with disadvantage businesses, provided the means by which UMTA grant recipients would be required to adopt a policy(ies) that establish methods of ensuring minority and disadvantaged business participation in federally assisted contracts.

With the submission of two grant applications to UMTA for: 1) the Downtown Transportation Center and 2) the Downtown Circulation System, the City of Las Vegas is now required to adopt a policy on the participation of Disadvantaged and women-owned businesses enterprises in UMTA assisted projects. The attached resolution delineates the City's policy with the establishment of a ten percent total for disadvantaged business enterprises and a three percent goal for women-owned business enterprises.

FISCAL IMPACT

None.

RECOMMENDATIONS

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

Agenda Item

IV.(a) C.

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY
2 OF LAS VEGAS, NEVADA, AUTHORIZING THE ADOPTION
3 OF A POLICY ON THE PARTICIPATION OF DISADVANTAGED
4 BUSINESS ENTERPRISES (DBE'S) AND WOMEN-OWNED
5 BUSINESS ENTERPRISES (WBE'S) IN U.S. DEPARTMENT
6 OF TRANSPORTATION ASSISTED CONTRACTS OF THE CITY

7 WHEREAS, the U.S. Department of Transportation has consistently
8 maintained a position of increasing the participation of small businesses
9 owned and controlled by minorities, women and disadvantaged in contract
10 opportunities involving Federal funds; and

11 WHEREAS, the Urban Mass Transportation Administration (UMTA) has
12 accepted the responsibility of translating the Department's commitment into
13 actual program accomplishments; and

14 WHEREAS, the passage of Section 105(f) of the Surface
15 Transportation Assistance Act of 1982 defines the Department's intent with
16 regard to minority participation; and

17 WHEREAS, the Urban Mass Transportation Administration requires
18 that UMTA grant recipients develop policies that adhere to the intent with
19 regard to minority participation; and

20 WHEREAS, the City of Las Vegas has submitted grant applications to
21 UMTA for funding of the Downtown Transportation Center and the Downtown
22 Circulation System projects.

23 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
24 LAS VEGAS, NEVADA:

25 1. That the City of Las Vegas adopt a policy establishing its
26 desired goals for minority, women and disadvantaged business participation
27 in U.S. Department of Transportation assisted contracts.

28 2. That the said goals will be in conformance with UMTA
29 requirements.

30 3. That said UMTA requirements provide for participation as
31 follows: Disadvantaged Business Enterprises (DBE's) - 10% and Women-owned
32 business Enterprises (WBE's) - 3%.

33 . . .

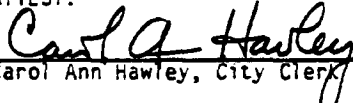
1 4. That the City of Las Vegas will make every reasonable effort
2 to meet the aforementioned goals through its DBE/WBE program.

3 5. That the City of Las Vegas' DBE/WBE program will be effective
4 throughout the City's fiscal year which begins July 1, 1984 and ends
5 June 30, 1985.

6 PASSED, ADOPTED AND APPROVED this 5th day of July,
7 1984.

8 
9 WILLIAM H. BRIARE, MAYOR

10
11 ATTEST:

12 
13 Carol Ann Hawley, City Clerk

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AGENDA*City of Las Vegas*

July 5, 1984

Page 9

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

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

10:11

- D. DISCUSSION AND POSSIBLE ACTION ON APPROVAL
-
- OF AN ENHANCED 911 SYSTEM FOR THE CITY OF
-
- LAS VEGAS AND POSSIBLE FUNDING SOURCE.

Lurie -
APPROVED as recommended by City
Manager with
advisory question
to be placed on
November election
ballot.
Unanimous

Staff to proceed

10:14

- E. STATUS OF MUTUAL AID AGREEMENT.

NOTE: A verbatim tape made a part of
the final minutes.Lurie -
APPROVED as recom-
mended by City
Manager with amend-
ment that monitoring
be done quarterly.
Motion carried with
Briare voting "No."Staff to proceed
Nolen's motion to
amendment Lurie's
motion to have
monitoring review
quarterly carried
unanimously.

- F. DISCUSSION AND POSSIBLE ACTION ON THE
-
- TWO-YEAR LABOR AGREEMENT WITH THE
-
- POLICE PROTECTIVE ASSOCIATION.

Addendum No. 1 - see Page 61

Lurie -
APPROVED Items A,
F and G as recom-
mended.
Unanimous

Staff to proceed

- G. DISCUSSION AND POSSIBLE ACTION ON
-
- TWO-YEAR WAGE PROPOSAL FOR APPOINTIVE
-
- STAFF.

Addendum No. 1 - see Page 61

Lurie -
APPROVED Items A,
F and G as recom-
mended.
Unanimous

Staff to proceed

City of Las Vegas

CITY COUNCIL MINUTES - JULY 5, 1984

AGENDA DOCUMENTATION

Date: July 2, 1984 0039

TO:
The City Council

FROM:
ASHLEY HALL
CITY MANAGER

SUBJECT: DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF AN ENHANCED 911 SYSTEM FOR THE CITY OF LAS VEGAS AND POSSIBLE FUNDING SOURCE.

PURPOSE/BACKGROUND

On June 27, the Metropolitan Police Fiscal Affairs Committee approved development of an enhanced 911 emergency telephone system and recommended that the initial development and recurring operating costs be funded by a 1/2 of 1¢ property tax increase for residents within the Metro service area.

NRS 293.482 permits Clark County to submit an advisory question, to the part of its territory serviced by Metro, on the general election ballot. The advisory question will read:

Shall the annual property tax rate be increased by \$.005 per \$100 of assessed valuation to fund the capital, and operation and maintenance costs of an E-911 Emergency Telephone Number System to provide a single number and call identification system for police, fire and paramedic services?

Upon approval of the advisory question in November, it is the intention of Metro, in conjunction with the City of Las Vegas and Clark County, to approach the 1985 Legislature and request legislation which will permit a property tax for an E-911 system within the Metro Service Area.

It should be noted that since the November referendum is advisory rather than binding, the levy could no longer be permissive after November, 1986 if the tax referendum circulated by the Nevadans for Stable Taxes is successful.

FISCAL IMPACT

RECOMMENDATIONS

It is the City Manager's recommendation that the City Council endorse a Las Vegas Metropolitan Police Department-wide E-911 system and, provided the advisory question passes in the November general election, approach the 1985 Nevada State Legislature to secure a dedicated funding source to build and operate an enhanced 911 emergency telephone system.

Agenda Item

IV.(a) D.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 5, 1984 - 10:00 A.M. - PAGE 1
IV.(a) ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM D. DISCUSSION
AND POSSIBLE ACTION ON APPROVAL OF AN ENHANCED 911 SYSTEM FOR THE CITY OF LAS VEGAS
AND POSSIBLE FUNDING SOURCE.

0040

CITY MANAGER
ASHLEY HALL:

Item No. D is discussion and possible action on approval of the Enhanced 911 System for the City of Las Vegas and the possible funding source. As you are aware, on June 27 the Metropolitan Police Fiscal Affairs Committee approved development of an Enhanced 911 Emergency Telephone System and recommended that the initial development and recurring operating costs be funded by one-half of a cent property tax increase for residents within the Metropolitan Police jurisdiction area. It's the recommendation of the City Manager that the City Council endorse the Las Vegas Metropolitan Police Department's wide E-911 System and provide the advisory question pass in November General Election and approach the 1985 Legislature to secure the dedicated funding source to build and operate such a system.

MAYOR BRIARE:

Comments?

COUNCILMAN CHRISTENSEN: Yes, I have a comment. What happened to our Resolution to have the telephone company do this and put it on the telephone bill, than on the ballot?

COUNCILMAN LEVY:

About 5 cents per line per month.

CITY MANAGER
ASHLEY HALL:

Maybe Councilman Lurie or Levy would like to address that.

COUNCILMAN LEVY:

I just would. I was very upset at our meeting it was told to us that the Centel would be charging to meet their so-called expenses of approximately 5 cents per month per line. If I'm not mistaken, the total is something like \$70,000 a month, in that range, to administer this 911 number for us, just to bill it, which I think --

COUNCILMAN CHRISTENSEN: Okay, the question I have then is, do we operate our own telephone system now? In order to put this 911 System in, we have to build our own telephone system?

COUNCILMAN LEVY:

We build our own 911 System at our new Communication Center.

CITY MANAGER
ASHLEY HALL:

It will be tied in with the current telephone system, yes.

COUNCILMAN CHRISTENSEN: The cost will be tied in with the current telephone system.

COUNCILMAN LEVY:

No more, no less. It's just to bill the people will cost 5 cents a line, is what they're going to charge us for the billing, not for anything else.

CITY MANAGER
ASHLEY HALL:

If Centel was to develop the total system and put it in for us, and collect the money, they would want 5 cents per 20 cent charge.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 5, 1984 - 10:00 A.M. - PAGE 2
IV.(a) ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM D. DISCUSSION
AND POSSIBLE ACTION ON APPROVAL OF AN ENHANCED 911 SYSTEM FOR THE CITY OF LAS VEGAS
AND POSSIBLE FUNDING SOURCE.

0041

COUNCILMAN CHRISTENSEN: You understand one of the reasons for that is because of the Public Service Commission's rulings about utility bills now that have to be graft and everything else, it's horrendously expensive to put out a bill any more, if you're a public utility. Now, do we escape that?

COUNCILMAN LEVY: We will escape that when we do our own collecting or get it collected through the property tax. I don't like to raise our property tax any more than anybody else and this will give the people an opportunity to decide if they want 911 Emergency Line. They will be voting on it.

COUNCILMAN CHRISTENSEN: What if it fails?

COUNCILMAN LEVY: Then we don't have 911.

COUNCILMAN CHRISTENSEN: What if it passes in one entity and fails in the other, then what?

COUNCILMAN LEVY: I don't think we have 911.

COUNCILMAN LURIE: It has to pass in both the city and the county.

COUNCILMAN CHRISTENSEN: This is an all-must-pass situation.

COUNCILMAN LEVY: I'm quite sure it would be, yes.

CITY MANAGER
ASHLEY HALL:

It also depends, Councilman Christensen, if North Las Vegas opts to participate with us; that's us, the City and the County, in this 911 System.

COUNCILMAN CHRISTENSEN: If North Las Vegas doesn't go for it, then North Las Vegas doesn't have it, we do.

CITY MANAGER
ASHLEY HALL:

That's correct.

COUNCILMAN CHRISTENSEN: That's a mistake.

COUNCILMAN LEVY: It's a lot of mistakes, but it's whatever you want to do with the 911.

COUNCILMAN CHRISTENSEN: Is the County-wide tax rate increased?

CITY MANAGER
ASHLEY HALL:

Say it again.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 5, 1984 - 10:00 A.M. - PAGE 3
IV.(a) ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM D. DISCUSSION
AND POSSIBLE ACTION ON APPROVAL OF AN ENHANCED 911 SYSTEM FOR THE CITY OF LAS VEGAS
AND POSSIBLE FUNDING SOURCE.

0042

COUNCILMAN CHRISTENSEN: Is this a county-wide tax rate increase?

CITY MANAGER
ASHLEY HALL:

This would just affect the jurisdictions under which the Metropolitan Police Department operates.

COUNCILMAN LEVY: City and county, City of Las Vegas.

COUNCILMAN CHRISTENSEN: I think -- but the Metropolitan Police Department operates in other areas besides the City of Las Vegas and County of Clark. They operate county-wide because they're county shared.

COUNCILMAN LEVY: They will not be --

COUNCILMAN CHRISTENSEN: They also operate in Henderson, Boulder City, North Las Vegas, all those places.

MAYOR BRIARE: I think Henderson and Boulder City already have theirs.

COUNCILMAN LEVY: They already have theirs. Along that line the areas up in Logandale, etcetra, up in that area, they will be involved. They will not be billed or charged.

COUNCILMAN CHRISTENSEN: That was my question. The tax rate is only supposed to increase where they have the service.

CITY MANAGER
ASHLEY HALL:

That's correct.

COUNCILMAN CHRISTENSEN: The telephone service, not the Police Service.

COUNCILMAN LEVY: That's right. They can dial 911 and get a response to.

MAYOR BRIARE: Further comment?

COUNCILMAN LURIE: Mayor, I WOULD MOVE FOR APPROVAL OF THE CITY MANAGER'S
RECOMMENDATION THAT THIS ITEM BE PLACED ON THE NOVEMBER
GENERAL ELECTION BALLOT.

MAYOR BRIARE: Do you know, Councilman Lurie, whether a similar Resolution is being considered, or has already been considered by the County?

COUNCILMAN LURIE: It's being considered by the County. It has to by the 16th of this month to qualify for the ballot.

CITY MANAGER
ASHLEY HALL:

Yes, the County -- I was informed this morning, the County is prepared, depending on the action of North Las Vegas tonight, to come back and convene and do what they need to do.

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IV.(a) ADMINISTRATIVE AGENDA, ASHLEY HALL, CITY MANAGER. ITEM D. DISCUSSION
AND POSSIBLE ACTION ON APPROVAL OF AN ENHANCED 911 SYSTEM FOR THE CITY OF LAS VEGAS
AND POSSIBLE FUNDING SOURCE. 0043

MAYOR BRIARE:

It will be a self-destructive thing, won't it? If someone --
if the other says "no" and we say "yes," it's "no," the same
as the voter response. Further comment? Cast your votes.
Post. Motion is APPROVED.

END OF EXCERPT

Voting was as follows:

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

Motion carried unanimously.

City of Las Vegas

AGENDA DOCUMENTATION

Date: July 3, 1984

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGER

0044

SUBJECT: STATUS OF MUTUAL AID AGREEMENT

PURPOSE/BACKGROUND

The City staff has met and discussed a new Automatic Aid Agreement with Clark County and North Las Vegas which would provide reimbursement to any local government which provides more fire services to adjoining local governments.

After having discussed the reimbursement issue with Clark County's Acting County Manager and North Las Vegas' City Manager, the City has initiated action which will reduce the City's number of responses to both entities.

Administrative actions include:

- reprogramming the response areas of Fire Stations #2 and #4
- eliminating Station #4 response to the Strip
- removing Rescue Three (3) from dispatch into North Las Vegas.

These changes will greatly aid in balancing services. Both Clark County and North Las Vegas have concurred with the Fire Department's actions to create more equity among the three fire departments presently providing fire protection coverage for the Las Vegas Valley.

The Fire Chief will monitor the incident reports and compile the data monthly. At the end of the year, the City will either bill or pay the other entities based on the comparison of intrajurisdiction fire runs among the entities. The Council's policy of compensation will be \$300 per incident, either in cash or comparable-valued service.

FISCAL IMPACTRECOMMENDATIONS

It is the City Manager's recommendation that the City Council approve the administrative actions, instruct the Fire Chief to continue the monitoring and evaluation of the intragovernmental fire runs data and at the end of the year authorize the City Manager to pay or receive appropriate reimbursement for City fire services which is equal to the number of excessive runs times \$300.

Agenda Item

IV.(a) E.

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IV(a) - E. STATUS OF MUTUAL AID AGREEMENT

MAYOR BRIARE:

Next, Mr. Hall.

CITY MANAGER HALL:

The next item, Your Honor, is the status of the Mutual Aid Agreement between the City of Las Vegas, Clark County and North Las Vegas. I might indicate to the Council that I have met with the City Manager of North Las Vegas and worked out the arrangements between the City of Las Vegas/North Las Vegas that I am very well satisfied will result in no cost really to either one. The other item between the City and the County is an item that I think requires some discussion this morning and probably some clarification. I met with Pat Shalmy, the Acting County Manager, last week. I spent some time with him and reviewed in detail with him the reports from the Dispatch Office. He was not convinced that those were accurate, but I have this morning Chief West and his administrative people are prepared to present the City's recommendation. Mr. West.

CHIEF WEST:

Thank you, Mr. Hall. Mayor, members of the Council, the major problem confronting the automatic aid between the City and County is the need to erase the artificial boundaries coupled with the safety of the City of Las Vegas Fire Department. To emphasize this, we've prepared for you some figures dealing with the response of the two entities. The 1983 figures show that the City provided to the County 1410 unit responses and received in return 622 for a disparity of 788 units. If you multiply that times the \$300 figure that you've indicated, that would be a total cost to the County of \$236,400. To be more fair with it, we feel that we would prepare an incident per incident comparison, and if you compare those, the City provided to the County 1122 incident responses and received in return 464 for a 658 incident disparity. Multiply that times the \$300 figure, the City has incurred a total cost of \$197,400 for the calendar year 1983. We also prepared some figures on the 1984 responses from January 1 thru May 31 of this year, and figuring it the same way, there was a disparity on unit response of 312 for a total dollar figure of \$93,600 and a disparity between incidents of 265 for a -- if you compare it incident for incident, where there's a disparity of \$79,500 that the City has incurred. Included in this we also evaluated that in the northwest area alone, there was 111 incidents that the City responded to and the County did not. In unit responses, there was 167. Within this northwest area and County islands inside the City, we provide total fire services. A major concern to us is our Firefighters are assuming all of the risk in delivering this fire protection for which the City receives no compensation. We feel that is totally unfair. Our recommendation is Number One, to eliminate the imaginary boundaries between the City and County with

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CHIEF WEST:

the City providing fire protection services in those areas, or bill the County for the cost of disparity at \$300 per incident. And the third recommendation is that we would bill the individual property owner for the costs per response. I have my staff here available this morning if there's any questions.

CITY MANAGER HALL:

One comment before any questions. In my conversation with Mr. Shalmy we reviewed these figures. He indicated that he was not totally convinced that they were accurate. I explained to him that they came from our dispatch sheets, at which time he informed me that the County was appreciative of the service, but the County would not, or the County did not feel like they were in a position that they should pay the City for any additional service that we're providing them. And that's what he told me last week.

MAYOR BRIARE:

Now, before -- Chief Parish, welcome. It's nice to see you here this morning, but before we call upon you, I think I'm going to make a comment that would be the City Council's comment. Number One, I don't think any of us argue that life and property must be protected, and if the City can protect life and property in the County or anywhere else, then they would do it with our blessing and there would be no argument whatsoever.

CHIEF PARRISH:

I agree with that, Your Honor.

MAYOR BRIARE:

It just gets down to bucks.

CHIEF PARRISH:

Exactly.

MAYOR BRIARE:

And I think I said last time and I think the Council agreed that first of all, don't argue. Just go put the fire out and save the lives, then get into a discussion. I really don't see any value of arguing whether it's 622 units and 464 incidents. We could argue and discuss it from here and forever. It could boil down to be simply this. You go out and you put a fire out and then you send a bill to somebody, and if you don't get paid, you sue them. Would that be the effect of Item 3 -- that you bill the individual property owners whatever it costs to put out their fire? People in Las Vegas have already paid. The people who live inside the City that we are elected to represent here have already paid. But people outside the City have not previously paid and they probably would resent getting a bill to put out their fire.

CITY MANAGER HALL:

Yes. There are two items here. One that has already been addressed. I'd like to reiterate. One is the safety of the fire personnel of the City of Las Vegas. With us

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CITY MANAGER HALL:

making the disproportionate number of runs into the County that we're presently making outside of our own jurisdiction, it puts the life safety of our people in jeopardy and the Chief has expressed that to me personally and I expressed it to the Council that that's one major item of concern that we have. The odds are against us. As we make continually disproportionate number of runs into the County, the life safety of our people are in jeopardy. Number Two, the costs of providing that service to County residents or to residents that live outside the City of Las Vegas that have not previously paid.

MAYOR BRIARE:

Yes. The reason I say that to both chiefs that our Chief is going to say that we responded this many times and there's a disparity, and, Chief Parrish, I'll just bet you're going to argue that. I don't know. Do we really care? All we know is it costs the City a lot of money and perhaps it won't cost us that much money any further, any longer.

CITY MANAGER HALL:

Well, one other item of concern that I expressed to Mr. Shalmy and that is that it's my understanding that the County receives some fire protection money from those areas, and if the County's receiving fire protection revenues from the County islands inside the City and from the northwest area that we're servicing completely and they're not willing to pay us, I think that is grossly unfair to the taxpayers of the City of Las Vegas to continue to subsidize that area.

COUNCILMAN LEVY:

Well, I just resent people who live in Curtis Park who say, "I don't want to be annexed in the City because of the high taxes that the City citizens have to pay," and these people are living in Curtis Park and using our Fire Department when they have problems, and, Roy, I -- you know, this is the way it is. It's just not fair and I really resent that attitude. That's where I'm coming from and that's where I'll always come from.

COUNCILMAN CHRISTENSEN:

Your Honor, the part of this that bothers me is our Manager's comment that the County management has indicated to rephrase what I think you've said, "We're going to take the fire protection and give you nothing anyway."

CITY MANAGER HALL:

That's basically true, accurate, correct.

COUNCILMAN CHRISTENSEN:

Well, the attitude is what bothers me more than anything else. I mean, there's no question but what there's a disparity here and it should be worked out some way. It should be worked out with trading out fire protection or something, but to have the County management take the attitude that "That's tough. As long as we've got you,

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- COUNCILMAN CHRISTENSEN: you can't let those people's houses burn out there. Public opinion would eat you alive, and as long as we've got you in that crack, we don't really give a cuss." That attitude is what bothers me.
- MAYOR BRIARE: That's exactly. That's exactly what it is. That's why I say the first responsibility, and I believe, Paul, we're saying the same thing twice. Go put the fire out and save the lives.
- COUNCILMAN LURIE: Well, let's hear maybe from Chief Parrish and find out maybe he has some news to tell us that we haven't heard. He's a new player today. You know, so far we've had five different people up here and, Chief, it's good to see you here today. Maybe you can answer some of these questions.
- CHIEF PARRISH: Good morning, Mr. Mayor, Councilmen. I hope your 4th of July was a pleasant one, and that we can sit here today and discuss the issues which are in front of us. To start with, I'm not going to dispute the figures because of a number of different reasons. When you put a reporting system together, the reporting system should be intact and completely designed the way it was originally designed to edit and also correct errors. The City of Las Vegas and Clark County Fire Department are on the same type of report. The City of Las Vegas has dropped from their computer system the error which is a mistake and an editing clause, and so, in other words, that would allow for double and triple entries. I'm not suggesting that you have done that. I'm just saying that we can't verify the figures in which Mr. Hall explained earlier that Pat Shalmy said that we don't agree with the figures. So I think what the Mayor said earlier is indicative of what I'm going to say. I'm not totally worried about the number of calls. I do believe the City of Las Vegas provides more calls to the County than we provide to you. But in essence, what we're talking about is safety to the citizens itself. I have a couple of suggestions today which I'd like to throw out and see how Chief Clell would entertain some of the ideas in which I have and, first of all, there's one area of concern is the south of your boundaries and there's the Sahara Hotel in the first in response area for Station 4, which is Engine 4 and Engine 40. What I'm suggesting is that we remove Engine 4 off the first response --
- COUNCILMAN LEVY: Wait a minute. Roy -- Roy. I don't mean to interrupt you, but I've got to. Your working out your plotting of men and who's going to do response and all of that, that's fine. You and the Chief can go outside and do that, and we think that's great and I want you to have that cooperation. That's not what we're talking about here

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COUNCILMAN LEVY:

today. What we're talking about here today is us getting our share of the dollars that you're collecting for the people in Curtis Park when we're servicing them or anybody in these type of islands. That's what we're talking about. At the end of the year, if you can cover some more action of ours, then we will pay you and we'll be happy to pay you because we have served our citizens the very best we can and with the help of your department. We have no problem, Roy. You're not getting it across. You work it out with our Chief. Fine. But until that time, we want our fair share so that my people who live in my district I represent don't have to pay for the people who aren't paying their fair share. That's for you guys and the County to work out with those people since they don't want to be citizens of the City of Las Vegas. Now, you understand?

CHIEF PARRISH:

Yes.

COUNCILMAN LEVY:

Thank you.

CHIEF PARRISH:

Okay. Now, since we're discussing the figure itself. We're talking about \$300 per call per unit, and in the -- in your \$300 request or your billing, it doesn't identify the type of unit that's involved. You're just saying a flat \$300 no matter if it's a rescue unit, it's a pumper or a ladder or what type of vehicle which we're talking about, and I understand your viewpoints on that, but in calculating our budgets and also putting forth our information to our County Commission in regards to a budget presentation, we've come up with \$60 per hour per run and how the figure come up to \$300, I don't quite understand. I think how it was developed is that you take the full City of Las Vegas budget, then multiply that into the number of calls and it comes up to approximately \$300. So evidently, that's how it was arrived at, and I think a \$300 figure is much higher than it should be, and that's my only comment.

COUNCILMAN CHRISTENSEN:

Roy, I think you're missing the whole point.

COUNCILMAN LEVY:

July 1 -- the clock started July 1.

COUNCILMAN CHRISTENSEN:

Let me tell you the feeling I have on this, and I think you're missing the whole point and maybe a lot of the public are missing the whole point. The \$300 figure could be a \$300 figure or \$3,000 figure or \$30 figure, a \$70 figure, a \$60 figure, and it really doesn't make a dang bit of difference. The problem we've had is that the County management has been asked to work this out far in excess of a year and we get stonewalled by dragging all these figures out, and the bottom line still remains the same. If the County Fire Department or the County staff disputes our figures, then you've got to work that out, but once you get the figures worked out, if the

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COUNCILMAN CHRISTENSEN:

County Manager who said he doesn't care. He's not going to pay any bills. He's going to take the fire protection. If that's the attitude and he happens to be correct and there isn't a disparity, then no money changes hands. So it doesn't make any difference if it's Three Million Dollars a call. If they're equal, you pay us three; we pay you three; it washes. There's no money changes hands. The whole purpose of \$300 is to put the system on the table and bring it to a head so that we can determine whether we're getting ripped off or not. Now, we've determined that we are, and you've admitted that we've made more runs to the County than the County does to the City. So let's cut down the number of runs or pay for it. And I don't care if we use a \$300 figure or \$3,000 figure or 2 hours use of your trucks or three miles of street paving or a million gallons of water or what. It really doesn't make a bit of difference to me.

COUNCILMAN LEVY:

No one cares.

COUNCILMAN CHRISTENSEN:

It's just that the City residents of the City of Las Vegas pay all the County taxes plus some other taxes to be privileged to be residents of the City of Las Vegas. One of the privileges they get is the best fire rating in the State of Nevada. One notch better than the County's fire rating. So why should that Fire Department be risking their lives and their people and their resources to go into the County where they pass less taxes because they don't pay for that Fire Department and then have the County Manager say, "Tough."

COUNCILMAN LEVY:

And don't want to pay for it.

COUNCILMAN CHRISTENSEN:

"We ain't going to pay for it." That's where the problem lies. The problem isn't between the fire departments; the problem isn't with the firefighters. The problem is with none of those people. The problem is because we've been stonewalled on this issue for some many years that we have to bring it to a head someday. There's where the \$300 figure came from. It came out of the air.

COUNCILMAN LURIE:

I think the important thing that we're looking at, Roy, is -- it's not the departments. I think it's -- administratively, I think this can be handled, and I think that we have to move it off center. I know that the County receives approximately \$500,000 a year in lieu of taxes for police and fire protection of Federal lands within the County. Part of that land is within the City. We don't receive any of that. I think the voters at the time when the election was held to disapprove an increase in taxes wanted us to become more efficient and more cost effective in operating our own local government, and that's exactly what the City of Las

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COUNCILMAN LURIE:

Vegas is taking that item from the voters and we're going to be cost effective and we're going to look to bill for items that we pay for. We'll pay our share; you pay your share; and I think that's what it's coming down to, and I would think that somebody that maybe the result of the whole thing is we have a Metropolitan Fire Department and we can pay on the basis of these unit calls like we do with the Metropolitan Police Department because so many years, the City was overpaying for police services and we finally got that straightened out after four sessions of the Legislature. We might have to do the same thing with fire services. So I think, Mayor, just to kind of move this off center, I'd like to MOVE FOR APPROVAL OF THE RECOMMENDATION, ITEM 2, THAT THE CITY BILL THE COUNTY FOR THE COST OF DISPARITY AT \$300 PER INCIDENT.

COUNCILMAN LEVY:

As of July 1, right?

COUNCILMAN LURIE:

AS OF JULY 1.

COUNCILMAN NOLEN:

I'd like to, if you would agree to it, Councilman, add that we instruct the City Attorney to notify the County in writing that that's our intent and, therefore, I would imagine that we're going to wind up in court over this issue and going to have to sue the County for the money and I think we should cover ourselves properly and make sure the County has proper notice of what our intentions are legally in writing and just go for it.

COUNCILMAN CHRISTENSEN:

Your Honor, discussion on the motion. Maybe the Manager can clarify it for me, but on our agenda documentation sheet that's not the same recommendation we have there.

CITY MANAGER HALL:

That's basically the same.

COUNCILMAN CHRISTENSEN:

It's similar.

CITY MANAGER HALL:

Similar. That's for the Fire Chief --

COUNCILMAN CHRISTENSEN:

It gives -- the recommendation on the yellow sheet though gives them the time to work out the changes that will bring it more into balance and then to collect for the imbalance after the changes are made to balance --

CITY MANAGER HALL:

That's correct.

COUNCILMAN CHRISTENSEN:

-- and then to collect for the imbalance after the changes are made to balance, and this white sheet doesn't give us that.

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CITY MANAGER HALL: Well, the yellow sheet recommendation is the one that I would recommend and that is --

COUNCILMAN LEVY: As of July 1.

CITY MANAGER HALL: As of July 1.

COUNCILMAN LURIE: I'll amend my motion or make a new motion THAT WE FOLLOW THE RECOMMENDATION AS RECOMMENDED BY THE CITY MANAGER.

CITY MANAGER HALL: That recommendation is basically to have the Fire Chief monitor -- I have here for a year -- but to monitor for a period of months in an attempt to work out with the County a shifting of personnel for responses and then if there's a disparity after that, to then bill the County, or for the County to bill us.

MAYOR BRIARE: Chief Parrish, I think courtesy demands that if you have anything that you wanted to add here that you'd already prepared to add, or maybe in view of feelings that have been expressed here it might be that you'd be covering areas that wouldn't be effective with us at all.

CHIEF PARRISH: I was prepared to cover some of those areas, Mayor, but with the recommendation from the Manager that gives us the flexibilities for Clell and I to get together to discuss some of the issues in which we could work out, I, you know, that recommendation, I think, was within the amendment.

COUNCILMAN LEVY: Roy, that's always been the recommendation.

CHIEF PARRISH: Yes.

MAYOR BRIARE: I don't want to have you come all the way over here and just give you too few words.

CHIEF PARRISH: That's alright.

MAYOR BRIARE: Then we're discussing Councilman Lurie's motion, and I want to ask the question here. In view of the -- in view of all of the discussions that have gone on between the fire fighting departments of the City and the County whether we're just kind of turning our backs away from the problem thinking that just by adopting a motion on this Council is going to solve anything. I don't think it's going to solve a blessed thing, but I know this, as Councilman Levy just used as an example, and I don't want the people in Curtis Park to think that we're picking on them, but since Councilman Levy mentioned

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MAYOR BRIARE:

homes out in the County that would expect City services, if they were to be put on notice that they're going to get a bill -- that absolutely the City equipment will respond to anyplace anytime they can be of help to people, but they're going to get a bill for it. Because they are the ones who are receiving the services. The County Commissioners are not receiving the service. So how can you bill the County Commissioners for something if they don't want to enter into an agreement up front, which obviously, they do not, or they don't think they have an acceptable thing to agree to, they're just going to sit down; we're going to continue doing the same thing that we've been doing for all these years, and we're still not going to get compensated. What would happen if you sent a bill to someone in Curtis Park after the fire is over, after the lives have been saved -- you sent them a bill, because I'm confident that Chief Parrish knows after a fire is over and the work is done, he knows what that cost them. I certainly know that our Chief knows. They know how much equipment. You know, we're not trying to make a profit on this. Bill them for whatever it costs. They might recover it from their fire insurance policy. I doubt it. But they might have to go talk to their insurance agent and say, "You know, if I have a fire, I'm going to get billed for it." I'm just wondering if any Council member here in consideration of the motion that's on the table -- that's here before us now, whether we're just going to argue about this on June 30th of 1985 again.

COUNCILMAN LEVY:

No.

COUNCILMAN LURIE:

We will.

COUNCILMAN LEVY:

No, we won't.

MAYOR BRIARE:

Well, Councilman Nolen's nodding his head, and I agree with Councilman Nolen.

COUNCILMAN LEVY:

Well, let me just make a couple of comments. What we could do is give the County an opportunity to pay the bill and then if they won't, we can bill the individual and tag their home, I guess.

MAYOR BRIARE:

Well, what's that bill going to say? "For services rendered exceeding the service that we receive from the County?"

COUNCILMAN LEVY:

What are we talking about? The bill to who?

MAYOR BRIARE:

What kind of bill are you going to send the County in June, 1985?

COUNCILMAN LEVY:

Well, I'm not going to wait until -- I hope we don't wait until June of '85. I would imagine in three months if we don't have it --

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- COUNCILMAN LURIE: That's what the recommendation is.
- COUNCILMAN NOLEN: That's what the recommendation is.
- COUNCILMAN LEVY: Wait until June of '85?
- COUNCILMAN LURIE: That's right.
- MAYOR BRIARE: And the County's going to get this bill and say, "We don't have any authority to pay this." "We have no agreement that says we're to pay this." "You put a fire out in Curtis Park and you're sending us a bill for it?" "I've never heard of such a thing." That's the County -- Mr. Denny's comment, not mine. I wonder if we're just passing a motion here -- if we're voting on a motion that the City Manager recommends and we're just -- then now, we're going to put it away, put it aside, and think about it until next year until when we send out bills.
- COUNCILMAN LEVY: I want them quarterly.
- COUNCILMAN NOLEN: One concern I have and I've expressed it before is that this working out amongst the departments is I don't want it to be, "Well, you ran a couple more this month than we did, so next time let's dispatch your units so we'll recover for there." I don't want it worked out that way where we're balancing it by just shifting personnel to cover the balance. The closest unit should respond to take care of the problem and then the appropriate --
- COUNCILMAN LEVY: I don't think we can wait a year. I think we need a quarterly audit -- monitoring system of report and see where we stand and we'll try them and go to court. Let George Ogilvie go to work.
- CITY MANAGER HALL: If that's the desire of the Council in that --
- COUNCILMAN LEVY: I mean, I can see them balancing. I feel that's great. I think that Roy and our Chief can certainly get together and work that out and I have no problem with that. I have all the confidence in the world in Chief Parrish.
- COUNCILMAN CHRISTENSEN: Well, if you read the backup and things that the staff has already worked out to initiate reductions in the number of responses. If you reprogram the response areas of Fire Stations 2 and 4, that's not going to eliminate or create any problem for the City, and eliminating Station 4 responses to the Strip, that's exactly what you're trying to do. It makes those people that are paying the bill out there, or they are utilizing the equipment out there, use their own equipment instead of ours. So there's no skin off our nose on that one. And if you remove Rescue 3 from

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- COUNCILMAN CHRISTENSEN: dispatching to North Las Vegas, then that takes care of that. Then those people are under an obligation to take care of their own responses and I don't see a real problem with that. That, I think, gets to the crux of the problem. I think what's happened here is we've grown into a situation where we had the Fire Department and we utilized it wherever it was handy to use them and everybody got in that habit and that's the way it is and the only way you're ever going to get people to develop their own fire department is stop giving them one free. That's what you're doing here. You're not giving Station 4 to the Strip free and you're not giving Rescue 3 to North Las Vegas free. They have to start furnishing their own. There's nothing wrong with that.
- COUNCILMAN LEVY: Who said there was? I said they had that permission to negotiate that out. We've always given them that permission.
- COUNCILMAN CHRISTENSEN: I'm aware of that, but that -- I'm hearing down the line without saying who's saying it, because I don't really remember now, that this is all going to come right back to us and nothing's going to change. Right here is three positive steps to make the changes.
- COUNCILMAN LEVY: But that's the agreement between the two chiefs.
- COUNCILMAN LURIE: What they're saying is that if you implement their recommendations, that possibly at the end of the year there's not going to be that much of a monetary --
- COUNCILMAN LEVY: That's right.
- COUNCILMAN LURIE: Okay. And I think they deserve that time in order to evaluate these changes and come up with a plan that could be a wash; it could be maybe a few thousand dollars each way. We don't know. We're going to have to find out.
- COUNCILMAN LEVY: But I think we should also collect our money if it's due us, and if we owe them, we'll pay them.
- COUNCILMAN CHRISTENSEN: Well, I think the motion shows that. The thing of it is that we've -- what we have now is we have a positive step towards solving the problem in making these changes and another positive step towards solving the problem by putting a time limit on it and a figure, and I don't see a problem with that.
- CHIEF PARRISH: Mr. Mayor?
- MAYOR BRIARE: Yes, Chief.
- CHIEF PARRISH: I know in a typical homeowners policy, and I think maybe George Ogilvie could check this out, we had a problem

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 5, 1984
IV(a) - E. STATUS OF MUTUAL AID AGREEMENT

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- CHIEF PARRISH: in what we call Enterprise Town before we developed our fire districts for people to pay into the fire services, there is a clause in homeowners policies that the agency providing fire protection to an area can bill an insurance company of a typical homeowners, and I don't know if that is for people who do not pay taxes, George, at all or contribute to a fire department at all, or if it was referenced in an area that does pay for fire protection. But a typical homeowners policy does have that clause in it.
- CITY ATTORNEY OGILVIE: I really don't know. I would assume that if they are paying taxes for fire protection, that it would not be covered by the homeowners policy. It doesn't seem that an insurance company would indemnify in that situation when they're entitled already through their taxes to fire insurance -- fire protection. But I really am not familiar with the provision you speak of.
- CHIEF PARRISH: Well, it's in my homeowners policy and it's also -- I think it's pretty common in your Farmer's Homeowners Insurance.
- COUNCILMAN LEVY: Do you live in Curtis Park?
- MAYOR BRIARE: Do you live in Curtis Park, Chief? (Laughter.) Well, all in all, I'd like to ask this for clarification. According to the staff summary for the automatic aid, Chief, do I -- these figures -- if you were to add 1983, the City of Las Vegas, at the \$300 mark, would have spent \$433,800? And in the month of 1984, at that \$300 figure, they would have spent \$173,100, something like that.
- CITY MANAGER HALL: Your Honor, one point of clarification. On Items 1983, 1984 figures, the unit response is many times -- there's a difference between a unit response and an incident. An incident is a one-fire or one-emergency. A unit response, many times we'll have two fire engines go and where we have two units. That's what it refers to.
- CHIEF WEST: Right. Those are separate figures dealing with whichever way you want to figure it, either by unit or by incident.
- COUNCILMAN CHRISTENSEN: In other words, there isn't a hard figure. You can't tell exactly how much it costs.
- MAYOR BRIARE: No.
- COUNCILMAN CHRISTENSEN: That's why we had to pick an arbitrary figure of \$300, because you can't nail it down.
- CHIEF WEST: It's very hard to do.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 5, 1984
IV(a) - E. STATUS OF MUTUAL AID AGREEMENT

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MAYOR BRIARE:

Further comments? I'm going to vote against the motion, so I don't want it to be construed as being a vote against the efforts made by our respective fire departments, but it is going to be -- I intended it to be one that I don't think is going to solve the problem at all. I think there's another way to solve the problem, and I would hope that if this motion does pass, that we would not just sit back and wait until next year. That other alternatives and research perhaps on whether insurance policies would cover it. I know there used to be a big difference between the insurance premiums that were paid in the County and the insurance premiums that were paid in the City. In fact, it might even be greater than the difference in the tax rate, so that if people out in Curtis Park were to say, "Well, if I have a fire, it might cost me Five or Six Thousand Dollars. Maybe I ought to think about coming into the City." Then they would have all the free protection that we could possibly afford, and I think our rate inside the City of Las Vegas -- it's not just the lowest in Nevada. It's one of the lowest in the entire country. Jimmie, is that true or false?

JIMMIE:

Absolutely.

MAYOR BRIARE:

Absolutely. And it's because of your men that are trained in the efforts the City makes to do that. So it's not like just in Nevada.

COUNCILMAN NOLEN:

Your Honor, I'd like to offer an amendment to the motion and that is THAT THIS BE REVIEWED QUARTERLY. I'm not willing to wait a year and sit here and have the same problem again a year from now.

MAYOR BRIARE:

That's your privilege, Councilman.

COUNCILMAN NOLEN:

Therefore, I'd like to offer an amendment that we review this quarterly.

MAYOR BRIARE:

Any comment on the proposed amendment? Then vote on the amendment. Cast your votes. Post. The motion's APPROVED. (Approved by unanimous vote.) Now, Councilman Lurie's motion stands to be monitored on a quarterly basis. Are there further comments on the main motion? Cast your votes. Post. The motion's APPROVED. (Motion carried with Mayor Briare voting "No.")

(END OF DISCUSSION ON THIS ITEM.)

/ch

City of Las Vegas

CITY COUNCIL MINUTES - JULY 5, 1984

AGENDA DOCUMENTATION

Date: June 29, 1984

0058

TO: The City Council

FROM: Ashley Hall
City Manager

SUBJECT: Discussion and Possible Action on the Two-Year Labor Agreement
with the Police Protective Association

PURPOSE/BACKGROUND

The current labor contract with 55 Court Marshals and Detention personnel represented by the Police Protective Association expired June 30, 1984. The City has been negotiating a new proposal with the PPA representatives since February.

The bargaining representatives from both management and labor have reached what they believe is a fair and equitable proposal that allows for a reasonable wage and benefits package.

This two-year proposal offers a wage increase of 4.2% the first year and 5% in the second year, maintenance of the current medical benefits, a \$140 per year uniform allowance increase and the Martin Luther King Holiday in exchange for the legal ability to petition the Governor to withhold any additional holidays he might grant.

FISCAL IMPACT

The first-year cost of this proposed contract is \$61,890. The money is available in the F/Y 1984-85 budget. The projected cost of the second year is \$96,963 and will be budgeted for in F/Y 1985-86.

RECOMMENDATIONS

The City's negotiation team and the City Manager recommend approval of the proposed two-year labor contract with the Police Protective Association.

Agenda Item

IV(a) F.

CITY OF LAS VEGAS
MARSHAL/DETENTION SALARY SCHEDULE
July 1, 1984

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
B01	7.67	10.02	Assistant Detention Specialist
	613.48	801.80	
	1,329.21	1,737.23	
	15,950.48	20,846.80	
R06	8.68	11.34	Detention Specialist Municipal Court Marshal Park Ranger
	694.09	907.14	
	1,503.86	1,965.47	
	18,046.34	23,585.64	
R09	9.34	12.21	Senior Detention Specialist Senior Municipal Court Marshal Senior Park Ranger
	747.46	976.90	
	1,619.50	2,116.62	
	19,433.96	25,399.40	
B15	10.84	14.16	Detention Shift Supervisor
	866.83	1,132.91	
	1,878.13	2,454.64	
	22,537.58	29,455.66	

City of Las Vegas
 Marshal/Detention Salary Schedule
 July 1, 1984

<u>GRADE</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
R01	Hourly	7.67	8.09	8.54	9.00	9.50	10.02
	Pi-weekly	613.48	647.22	682.82	720.38	760.00	801.80
	Monthly	1,329.21	1,402.31	1,479.44	1,560.82	1,646.67	1,737.23
	Annual	15,950.48	16,827.72	17,753.32	18,729.88	19,760.00	20,846.80
R06	Hourly	8.68	9.15	9.66	10.19	10.75	11.34
	Pi-weekly	694.09	732.26	772.53	815.02	859.85	907.14
	Monthly	1,503.86	1,586.56	1,673.82	1,765.88	1,863.01	1,965.47
	Annual	18,046.34	19,038.76	20,085.78	21,190.52	22,356.10	23,585.64
R09	Hourly	9.34	9.86	10.40	10.97	11.57	12.21
	Pi-weekly	747.46	788.57	831.94	877.70	925.97	976.90
	Monthly	1,619.50	1,708.57	1,802.54	1,901.68	2,006.27	2,116.62
	Annual	19,433.96	20,502.82	21,630.44	22,820.20	24,075.22	25,399.40
P15	Hourly	10.84	11.43	12.06	12.72	13.42	14.16
	Pi-weekly	866.83	914.51	964.81	1,017.87	1,073.85	1,132.91
	Monthly	1,878.13	1,981.44	2,090.42	2,205.39	2,326.68	2,454.64
	Annual	22,537.58	23,777.26	25,085.06	26,464.62	27,920.10	29,455.66

CITY COUNCIL MINUTES - JULY 5, 1984

0061

City of Las Vegas
 Marshal/Detention Salary Schedule
 July 1, 1985

<u>GRADE</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
R01	Hourly	8.05	8.49	8.96	9.45	9.97	10.52
	Bi-weekly	644.15	679.58	716.96	756.39	797.99	841.88
	Monthly	1,395.66	1,472.42	1,553.41	1,638.85	1,728.98	1,824.07
	Annual	16,747.90	17,669.08	18,640.96	19,666.14	20,747.74	21,888.88
R06	Hourly	9.11	9.61	10.14	10.70	11.29	11.91
	Bi-weekly	728.79	768.87	811.16	855.77	902.84	952.50
	Monthly	1,579.05	1,665.89	1,757.51	1,854.17	1,956.15	2,063.75
	Annual	18,948.54	19,990.62	21,090.16	22,250.02	23,473.84	24,765.00
R09	Hourly	9.81	10.35	10.92	11.52	12.15	12.82
	Bi-weekly	784.83	828.00	873.54	921.58	972.27	1,025.74
	Monthly	1,700.47	1,794.00	1,892.67	1,996.76	2,106.59	2,222.44
	Annual	20,405.58	21,528.00	22,712.04	23,961.08	25,279.02	26,669.24
R15	Hourly	11.38	12.00	12.66	13.36	14.09	14.87
	Bi-weekly	910.17	960.23	1,013.04	1,068.76	1,127.54	1,189.55
	Monthly	1,972.04	2,080.50	2,194.92	2,315.65	2,443.00	2,577.36
	Annual	23,664.42	24,965.98	26,339.04	27,787.76	29,316.04	30,928.30

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 29, 1984

0062

TO:
The City CouncilFROM:
Ashley Hall
City Manager

SUBJECT: Discussion and Possible Action on a Two-Year Wage Proposal for Appointive Staff

PURPOSE/BACKGROUND

The City currently has 141 appointive employees who basically serve as our management and analytical staff. These employees mainly consist of department heads, deputy directors, administrative secretaries and management analysts.

Even though these employees are not represented at the bargaining table and, as such, do not negotiate a contract, the City has made a practice of granting them the same cost-of-living wage increase received by the City Employees Association.

The proposal is to grant the appointive staff a 4.7% increase for F/Y 1984-85 and a 5% increase for F/Y 1985-86 and maintain the holiday and health insurance benefits the same as the CEA staff.

FISCAL IMPACT

The first year cost of this proposal is \$271,961. The money has been budgeted for F/Y 1984-85 and the projected second-year cost of \$302,918 and will be budgeted for F/Y 1985-86.

RECOMMENDATIONS

The City Council authorize the City Manager to adjust the current appointive salary schedule and grant the proposed increase so long as it does not exceed the maximum of their individual salary range.

Agenda Item

IV(a) G.

CITY COUNCIL MINUTES - LAS VEGAS 5, 1984
 APPOINTIVE EMPLOYEES SALARY SCHEDULE
 July 1, 1984

0063

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A01	23.80	29.95	City Manager
	1,903.85	2,396.02	
	4,125.01	5,191.38	
	49,500.00	62,296.52	
A02	20.91	24.41	Deputy City Manager
	1,673.08	1,953.06	
	3,625.01	4,231.63	
	43,500.00	50,779.56	
A03	19.95	23.90	City Engineer
	1,596.15	1,912.79	Director, Community Planning & Development
	3,458.33	4,144.38	Director, Design & Development
	41,500.00	49,732.54	Director, Fire Services
			Director, Finance & Computer Services
			Director, Public Services
			Executive Assistant to City Manager
A04	18.51	22.90	Director, Building & Safety
	1,480.77	1,832.25	Director, Business Activity
	3,208.34	3,969.88	Director, Economic & Urban Development
	38,500.00	47,638.50	Director, General Services
			Director, Parks, Recreation & Senior Citizen Activities
			Director, Personnel & Employee Relations
A05	17.07	21.39	Assistant City Engineer
	1,365.39	1,711.45	Deputy Director, Finance & Computer Services
	2,958.35	3,708.14	Deputy Director, Fire Services
	35,500.00	44,497.70	Director, Detention & Correctional Services
A06	15.63	19.88	Assistant Director, Fire Services
	1,250.00	1,590.63	Chief, Engineering Design
	2,708.33	3,446.37	Chief, Engineering Technician
	32,500.00	41,356.38	City Clerk
			Court Administrator
			Deputy Director, Business Activity
			Deputy Director, Personnel & Employee Relations
			Director, Senior Citizens' Center
			Field Operations Engineer
			Labor Relations Officer
			Land Development & Flood Control Engineer
			Purchasing & Contracts Officer
			Quality Control Engineer
			Sanitary Engineer
			Senior Citizen Center Director
			Traffic Engineer

CITY COUNCIL MINUTES - JULY 5 1984

City of Las Vegas
 Appointive Salary Schedule
 July 1, 1984
 Page 2

0064

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A07	14.18	18.37	Deputy Director, Detention & Correctional Services
	1,134.62	1,469.83	Chief, Architectural Design
	2,458.34	3,184.63	Chief, Electrical Services
	29,500.00	38,215.58	Chief, Finance & Budget
			Chief, Financial Analysis
			Chief, Landscape Design
			Chief, Internal Audit
			Chief, Planning
			Chief, Sanitation
			Chief, Streets
			Chief, Systems & Programming
			Chief, Zoning
A08	13.22	17.36	Administration & Environmental Officer
	1,057.69	1,389.29	Chief, Community Affairs
	2,291.66	3,010.13	Chief, Computer Operations
	27,500.00	36,121.54	Chief, Court Counseling
			Chief, Information Services
			Chief, Maintenance
			Chief, Parks & Open Spaces
			Chief, Personnel Services
			Chief, Plans Check
			Chief, Project Control
			Chief, Special Services
			Chief, Technical Services
			Chief of Inspections
			Training Coordinator
			Treasurer
A09	12.26	16.35	Chief, Developmental Programs
	980.77	1,308.75	Chief, Facilities Support
	2,125.00	2,835.63	Chief, Federal Aid
	25,500.00	34,027.50	Chief, Graphics
			Chief, Personnel Records
			Chief, Planning/Evaluation
			Chief, Privilege License
			Chief, Programs & Facilities
			Chief, Project Administration
			Chief, Vehicle Services
			Operation Manager, Municipal Court
			Secretarial Services Coordinator
			Supervisor, Analysis & Budget
			Supervisor, Computer Operations
			Supervisor, General Ledger
			Supervisor, Systems & Program

City of Las Vegas
 Appointive Salary Schedule
 July 1, 1984
 Page 3

0065

SALARY GRADE	HOURLY RATE PI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A10	11.30	15.10	Administrative Records Officer
	903.85	1,208.08	Architectural Services Project Representative
	1,958.34	2,617.51	Assistant Labor Relations Officer
	23,500.00	31,410.08	Rehabilitation Programs Officer (Detention & Correctional Services) Services Support Officer (Detention & Correctional Services)
A11	10.58	13.84	Auditor II
	846.15	1,107.40	Executive Aide to Mayor
	1,833.33	2,399.37	Financial/Budget Analyst II
	22,000.00	28,792.40	Internal Auditor
			Management Analyst II Program Services Coordinator Senior Administrative Secretary
A12	10.10	12.83	Administrative Assistant II
	807.69	1,026.87	Field Operations & Security Coordinator
	1,750.00	2,224.89	Senior Judicial Services Officer
	21,000.00	26,698.62	
A13	9.62	12.08	License Investigator
	769.23	966.46	
	1,666.67	2,094.00	
	20,000.00	25,127.96	
A14	8.89	11.32	Auditor I
	711.54	906.06	Financial Analyst I
	1,541.67	1,963.13	Management Analyst I
	18,500.00	23,557.56	
A15	8.41	10.31	Administrative Assistant I
	673.08	825.52	Administrative Secretary
	1,458.34	1,788.63	Deputy City Clerk
	17,500.00	21,463.52	Legal Support Technician

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
A16	7.69 615.39 1,333.35 16,000.00	9.81 785.25 1,701.38 20,416.50	Management Assistant
A17	7.21 576.92 1,249.99 15,000.00	9.06 724.85 1,570.51 18,846.10	
A18	6.73 538.46 1,166.66 14,000.00	8.30 664.45 1,439.64 17,275.70	
A19	5.77 461.54 1,000.00 12,000.00	7.04 563.77 1,221.50 14,658.02	
A20	5.29 423.08 916.67 11,000.00	6.54 523.50 1,134.25 13,611.00	
A21	4.81 384.62 833.34 10,000.00	6.04 483.23 1,047.00 12,563.98	

City of Las Vegas
 Appointive Salary Schedule
 July 1, 1984
 Page 5

0067

SALARY SCHEDULE FOR LEGAL/MEDICAL/VETERINARY PERSONNEL

SALARY GRADE	HOURLY RATE BI-WEEKLY RATE MONTHLY RATE ANNUAL SALARY		CLASSIFICATION
	Minimum	Maximum	
P1	19.47 1,557.69 3,375.00 40,500.00	27.43 2,194.98 4,755.79 57,069.48	City Attorney
P2	18.51 1,480.77 3,208.34 38,500.00	25.41 2,033.60 4,406.13 52,873.60	Chief Civil Deputy City Attorney Chief Criminal Deputy City Attorney
P3	18.03 1,442.31 3,125.01 37,500.00	23.90 1,912.79 4,144.38 49,732.54	City Veterinarian
P4	12.50 1,000.00 2,166.67 26,000.00	20.38 1,630.90 3,533.62 42,403.40	Deputy City Attorney
P5	7.21 576.92 1,249.99 15,000.00	12.58 1,006.73 2,181.25 26,174.98	Law Clerk

0068

July 5, 1984

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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(b) DEPARTMENT OF FINANCE AND COMPUTER
SERVICES
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.

10:47

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

1. Service and Material Warrants
In the amount of \$4,764,196.54
2. Payroll Warrants
In the amount of \$722,099.12
3. Other Warrants and Investments
In the amount of \$1,493,725.08

Lurie -
APPROVED Items 1,
2 and 3.
Unanimous
(Christensen excused)

APPROVED AGENDA ITEM

mp Coe

0069

[illegible]

****Check #'s F208071-F208072 out of
sequence; reference 7/18/84 Agenda**

PAYROLL WARRANTS

No.	146388	Thru	147890	AMT \$	722,099.12	DESCRIPTION: PP7E 6/16/84

Total Payroll \$722,099.12

TOTAL NET AMOUNT \$6,980,020.74

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: *Arthur Hall*
 CITY MANAGER

On July 5, 1984, The Board of City Commissioners ordered the above warrants paid and the City Treasurer is hereby ordered to disperse the warrants as presented.

William H. Braig

ATTEST: Carl G. Hawley

AGENDA

City of Las Vegas

July 5, 1984

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

ITEM

Council Action

Department Action

10:48

IV. (c) DEPARTMENT OF PERSONNEL & EMPLOYEE RELATIONS

JAN TAIT, DIRECTOR

A. AUTHORIZATION TO FILL POSITIONS (CRITICAL HIRES)

I. BUDGETED VACANT POSITIONS TO BE FILLED:

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY RANGE</u>	<u>FUNDING</u>
Electrical Inspector	Building & Safety	\$1,762-2,142	General
Auditor I	Business Activity	\$1,541-1,875	General
Parking Enforcement Officer	Engineering Services	\$1,310-1,592	General
Electrician	Public Services	\$1,596-1,940	General
Maintenance Laborer (4)	Public Services	\$1,216-1,479	General
Office Assistant	City Manager	\$1,158-1,407	General

Lurie -
APPROVED Items A and B with positions in Municipal Court to be placed before the City Council as they will be filled.
Unanimous

Staff to proceed

NOTE: A verbatim transcript made a part of the final minutes on Items A and B.

APPROVED AGENDA ITEM

mp *Core*

0071

July 5, 1984

AGENDA*City of Las Vegas*

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

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ITEM

Council Action

Department Action

Page 2

IV. (c) DEPARTMENT OF PERSONNEL &
EMPLOYEE RELATIONS

JAN TAIT, DIRECTOR

AUTHORIZATION TO FILL
POSITIONS (CRITICAL HIRES)

<u>POSITIONS(S)</u>	<u>DEPARTMENT</u>	<u>MONTHLY SALARY</u>	<u>FUNDING</u>
Sr. Citizens Coordinator	City Council (Office of the Mayor)	\$340.	General

APPROVED
See Page 11

See Page 11

<u>POSITION(S)</u>	<u>DEPARTMENT</u>	<u>HOURLY SALARY</u>	<u>FUNDING</u>
Junior Clerk III	City Manager	\$5.25	General

B. BLANKET APPROVAL TO FILL
54 CLERICAL POSITIONS IN
MUNICIPAL COURT

Lurie -
APPROVED Items A
and B with positions
in Municipal Court
to be placed before
the City Council as
they will be filled.
Unanimous

Staff to proceed

APPROVED AGENDA

mp Coe

AGENDA DOCUMENTATION

Date: June 27, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

0072

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

PURPOSE/BACKGROUND

Of the 1,608 positions in the City's 1984-85 Fiscal Budget, 9.2% (148 positions) are currently vacant.

The staff is recommending the filling of eleven (11) critical positions at this time.

The chart below gives you a summary of our current staffing, as well as showing the eleven (11) requests to fill positions.

STAFFING SUMMARY

	CURRENT STAFFING			REQUESTS TO BE FILLED		
	<u>AUTHORIZED POSITIONS</u>	<u>NUMBER OF EMPLOYEES</u>	<u>VACANCIES</u>	<u>FILL EXISTING VACANCIES</u>	<u>FILL NEW POSITIONS</u>	<u>TOTAL REQUESTED</u>
Appointive	153	143	10	1	0	1
Classified	1137	1079	58	8	0	8
Contract	17	14	3	1	0	1
Elective	9	9	0	0	0	0
Hourly	<u>292</u>	<u>215</u>	<u>77</u>	<u>1</u>	<u>0</u>	<u>1</u>
Total	1608	1460	148	11	0	11

FISCAL IMPACT

The eleven vacant and budgeted positions shown above are included in the City's approved fiscal year '84-85 budget. There are no additional non-budgeted expenses associated with these positions.

The total dollar savings realized through vacancies in fiscal year 1983-'84 was \$1,085,924.

RECOMMENDATION

Staff recommends the filling of the eleven (11) positions indicated above.

RECOMMENDED

Jan Tait, Director
Personnel & Employee Relations

Agenda Item

IV. (c) A.

City of Las Vegas

AGENDA DOCUMENTATION

Date: July 5, 1984

0073

TO: The City Council

FROM:

MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: PLANKET APPROVAL TO FILL 54 CLERICAL POSITIONS IN MUNICIPAL COURT

PURPOSE/BACKGROUND

The approved staffing for the Municipal Court for FY 1984-'85 is as follows:

Judges (elected)	4
Professional Staff	15
Court Marshal Staff	14
Process Servers, Warrant Collection Officers, & Scanner Operators	5
Clerical & Records Personnel	54
Traffic School (Contract)	2
<u>TOTAL</u>	<u>94</u>

Over one-half of the Court's staff are clerical employees who handle records, counter service, phones, data entry, and other clerical duties.

Over the years, the Court has often served as an informal training ground for clerical positions in the City. Many of the Court's clerical employees are successful in promoting to higher positions in other departments. While beneficial to all concerned, this pattern has caused a comparatively high rate of turnover among the Municipal Court clerical staff.

Much of the Court's ability to collect revenues depends upon maintaining full staffing to assure coverage of revenue collection operations. When vacancies occur among clerical personnel, it is critical to fill those vacancies as quickly as possible. Therefore, staff are requesting Council approval to fill clerical vacancies as needed during the course of the year to maintain full staffing at the approved level. The positions affected by this request are the fifty-four (54) clerical positions in the Municipal Court:

Office Supervisor	2
Data Entry Operator	5
Senior Office Assistant	8
Office Assistant	16
Junior Office Assistant	16
Clerk Aide	1
Judicial Services Officer	3
Administrative Secretary	2
Secretary	1
<u>TOTAL</u>	<u>54</u>

FISCAL IMPACT

All clerical positions listed above have been approved for funding in the FY 1984-'85 final budget.

RECOMMENDATIONS

The City Council authorize blanket approval for the Municipal Court to fill or refill as required the budgeted positions, not to exceed the maximum positions authorized in the FY 1984-'85 budget. Established review and hiring procedures will remain in effect through the City Manager.

RECOMMENDED:

Jay Tait
Jay Tait, Director
Personnel & Employee Relations
Agenda Item

IV. (c) B.

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 5, 1984
IV.(c) - DEPT. OF PERSONNEL & EMPLOYEE RELATIONS

Page 1

MAYOR BRIARE:

On Page 11, we have recommendations from the Department of Personnel and Employee Relations. They are shown as Items A and B.

CITY MANAGER HALL:

One point of clarification. Item B is a blanket approval for the Municipal Court to -- rather than have to come back before the Council each time to replace individuals that leave for one reason or another, we would simply ask that we have blanket approval for those number of authorized positions that presently are set in the Municipal Court.

COUNCILMAN LURIE:

Well, are these new employees?

CITY MANAGER HALL:

No.

COUNCILMAN LURIE:

How many employees are working in Municipal Court now?

CITY MANAGER HALL:

We have 54 clerical positions in Municipal Court. They are either filled or in the process of being filled. The problem we have is the turnover is so great in that area that we have to come back before the Council each time for --

COUNCILMAN LURIE:

I don't mind the blanket approval, but as you fill them, you bring them back and let us know what's going on in the Court.

CITY MANAGER HALL:

Fine. That would be fine.

COUNCILMAN LURIE:

Okay. I'll MOVE FOR APPROVAL OF ITEMS A AND B AS RECOMMENDED.

MAYOR BRIARE:

Comments? (No response.) Cast your votes. Post. The motion's APPROVED.

(VOTE: Unanimous approval by full Council.)

July 5, 1984

Page 13

AGENDA*City of Las Vegas*CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

ITEM

Council Action

Department Action

10:50

IV. (d) DEPARTMENT OF ECONOMIC & URBAN
DEVELOPMENT, JACK THOMASON, DIRECTORA. REAUTHORIZATION OF SOUTHERN NEVADA CERTIFIED
DEVELOPMENT COMPANY'S REMAINING NINTH YEAR
COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCA-
TIONLurie -
APPROVED Items A
and B.
Unanimous

Staff to proceed

B. DEPARTMENT OF HOUSING AND URBAN DEVELOP-
MENT RENTAL REHAB PROGRAM F/Y 1984-85.Lurie -
APPROVED Items A
and B.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 25, 1984

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

0076

SUBJECT: REAUTHORIZATION OF SOUTHERN NEVADA CERTIFIED DEVELOPMENT COMPANY'S REMAINING NINTH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION

PURPOSE/BACKGROUND

The Southern Nevada Certified Development Company (SNCDC) via a June 18, 1984 letter, has requested utilization of their remaining ninth year Community Development Block Grant (CDBG) allocation of approximately \$32,000.00. The agency applied for and was denied tenth year CDBG funds for both operating costs and a Revolving Loan Fund.

A letter is being forwarded to SNCDC outlining prerequisites that must be in place, if their extension is approved. They are:

1. Provide information concerning SNCDC program towards certification by Small Business Administration.
2. Appropriate agency personnel must be in attendance at the June 29, 1984 Agency Seminar. (Your office is in receipt of the letter outlining times, places, etc.).
3. Submit a completed copy of the Tenth Year Administrative Plan by 9 a.m. June 29, 1984, for our approval. Forms are enclosed.

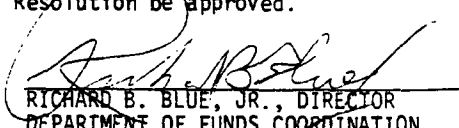
A June 29, 1984, response was requested. All relative correspondence is attached.

FISCAL IMPACT

\$32,000.00 in Community Development Block Grant funds

RECOMMENDATIONS

Upon compliance with the aforementioned prerequisites, it is the recommendation of the Office of the City Manager that this Resolution be approved.


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

IV. (d) A.

0077



Southern Nevada Certified Development Company

THOMAS J. GUTHERIE, Executive Director
2500 West Washington, Washington Park Suite #103 Las Vegas, Nevada 89106
(702) 646-2014

June 6, 1984

SOUTHERN NEVADA SERVICE AREA

CLARK COUNTY
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ESMERALDA COUNTY
LINCOLN COUNTY
LYON COUNTY
MINERAL COUNTY
NYE COUNTY
WHITE PINE COUNTY

EXECUTIVE BOARD OF DIRECTORS

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CHAIRMAN

McTHERON, JONES
PRESIDENT

TERRY WILLIAMS
TREASURER

MANUEL, J. CORTEZ
COMMISSIONER
CLARK COUNTY

JAMES CASHMAN, III
PRESIDENT
CASHMAN EQUIPMENT CO.

RONALD HERR
EXECUTIVE VICE PRESIDENT
FIRST WESTERN SAVINGS

PAUL ASHWORTH
VICE PRESIDENT
CORPORATE FINANCE OFFICER
FIRST INTERSTATE BANK

JANIS STEVENSON
EXECUTIVE ASSISTANT TO
VICE PRESIDENT
CREDIT ADVISORS & CO.

WILLIAM SHULTZ
VICE PRESIDENT
ASSOCIATES LOCAL
DEVELOPMENT COMPANY

Mr. Richard Blue, Director
Funds Coordination Department
City of Las Vegas
400 East Stewart
Las Vegas, Nevada 89101

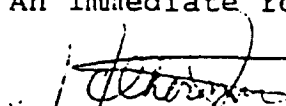
Dear Mr. Blue:

On May 16, 1984, Mayor Briare and the City Commissioners held the final public hearing on the authorization and distribution of community development block grant monies relative to existing applications.

In this session, this official body voted unanimously to award whatever monies that were left over in excess in Southern Nevada Certified Development Company's NINTH year grant award from that previous fiscal year, for funds to be used by this organization in the forthcoming TENTH grant year, beginning July 1, 1984. It is estimated that between \$55,000 to \$60,000 will be the remaining balance.

Since this applicant has not received notification nor any explanation of the above, this letter is requesting the procedure in which your office will transfer these funds, as were approved, now that the new fiscal year is just three weeks away.

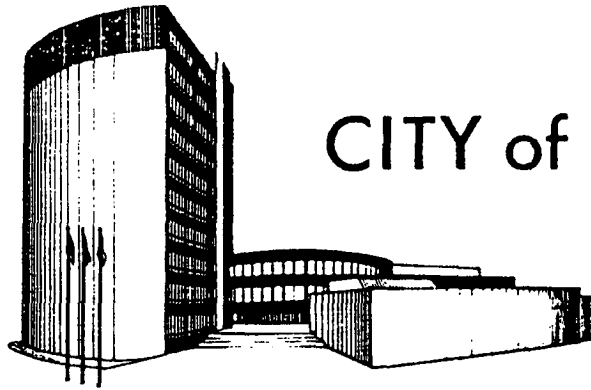
An immediate response is requested.


McTheron Jones
President

cc: Mr. Ashley Hall, City Manager

0078

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

June 12, 1984

Mr. McTheron Jones, President
Southern Nevada Certified Development Co.
2500 West Washington
Washington Park - Suite 103
Las Vegas, NV 89106

Dear Mr. Jones:

Staff has reviewed the public minutes of the second Community Development Block Grant meeting of May 16, 1984. We note that the Mayor and City Council did not motion or take any action concerning extending to Southern Nevada C.D.C. its remaining ninth year (1983-84) CDBG allocation through the tenth year.

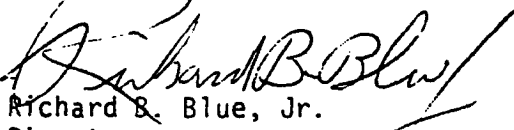
Please note that the Project Administration Division projects that Southern Nevada C.D.C. will have approximately \$32,000 remaining June 30, 1984, and not the \$55,000 to \$60,000 you conjectured.

In the event that an extension of your contract is approved, your agency will first need to negotiate with the Department staff a revised Scope of Services for a new CDBG contract.

Presently, your request is being taken under consideration and a response is forthwith.

Should you have any questions, please do not hesitate to contact Ken Williams.

Sincerely,


Richard B. Blue, Jr.
Director
Funds Coordination

RBB:jh





FROM THE DESK OF

0079 Carol Hawley
CITY CLERK

June 13, 1984

TO: COUNCILMAN LURIE
COUNCILMAN NOLEN
RICHARD BLUE, KEN WILLIAMS, IRENE CLARK

RE: MCTHERON JONES - SOUTHERN NEVADA CERTIFIED
DEVELOPMENT COMPANY

As directed in our conversation, I have followed up on this matter of Southern Nevada Certified Development's request that the remaining unused funds from the previous year's Block Grant Program be granted to them for the new year.

Attached is a copy having to do with this subject from the transcript of the 5/16/84 Hearing on Block Grant. No formal motion was made thereto.

I talked with Irene Clark of Funds Coordination. Mr. Jones has been asked to submit a proposal indicating how he will use the leftover funds in order that they may monitor the compliance. She indicated they will place this matter on the 7/5/8 Council Agenda for formal approval.

I called Mr. Jones (646-2014) and apprised him to get in contact with Ken Williams and Irene Clark of Funds Coordination regarding the need for a proposal to be submitted, etc. He indicated he will follow through on this.

EXCERPT - CITY COUNCIL MEETING - MAY 16, 1984

0080

IX. 2:00 P.M. - PUBLIC HEARINGS

D. TENTH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUNDS.

PAGE 41

MAYOR BRIARE: Alright. Does anyone have any objections to 25,000 for Nevada Black Chamber of Commerce?

COUNCILMAN LEVY: You better ask in a different direction. I don't think we have any objection to any of them, Mayor.

MAYOR BRIARE: You're right.

COUNCILMAN LEVY: I'd hate to be --

MAYOR BRIARE: Well, I'll put it this way because -- because the next one that's on our list here --

COUNCILMAN LURIE: I have a question, Mayor, of Mr. Blue.

MAYOR BRIARE: Go ahead.

COUNCILMAN LURIE: On the Southern Nevada Certified Development Company, in the letter that Mr. Jones left us, the last paragraph states that, "in addition and at the conclusion of this particular grant year on June 30, 1984, this company will return to the City \$60,000 of the original 127 in CDBG funds awarded last year." Can we allocate those monies to say the Southern Nevada Certified Development Company if they return that money in this year's Block Grant for next year's Block Grant?

RICHARD BLUE: What you can do is let them carry that money until it's been expended. Is that what you're asking?

COUNCILMAN LURIE: Yes.

RICHARD BLUE: Yes.

COUNCILMAN LURIE: Well, then maybe --

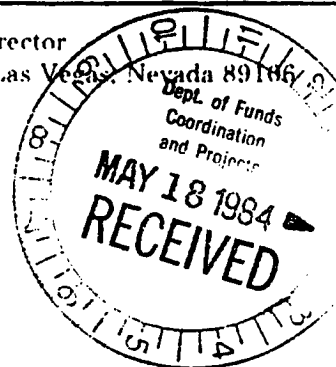
RICHARD BLUE: Or we can reprogram it. Let's say -- on June 30th programs are closed out. If there's a balance, it can automatically revert back to the program for reprogramming. It comes back to the City or we can let it remain with the applicant.

MAYOR BRIARE: From the standpoint of parliamentary procedure this is not an easy thing to do, but I'm going to -- I'm going to take a stab at one and see if Council can see it's way clear to do this. There -- and I'll use myself as an example. There are three items as we received all of the information before



Southern Nevada Certified Development Company

THOMAS J. GUTHERIE, Executive Director
2500 West Washington, Washington Park Suite #103 Las Vegas, Nevada 89106
(702) 646-2014



May 16, 1984

SOUTHERN NEVADA SERVICE AREA

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ESMERALDA COUNTY
LINCOLN COUNTY
LYON COUNTY
MINERAL COUNTY
NVE COUNTY
WHITE PINE COUNTY

EXECUTIVE BOARD OF DIRECTORS

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CHAIRPERSON

AL THOMPSON JONES
PRESIDENT

TERRY WILLIAMS
TREASURER

MANUEL J. CORTES
COMMISSIONER
CLARK COUNTY

JAMES CASHMAN III
PRESIDENT
CASHMAN EQUIPMENT CO.

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EXECUTIVE VICE PRESIDENT
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VICE PRESIDENT
CORPORATE FINANCE OFFICER
FIRST INTERSTATE BANK

JANIS STEVENSON
EXECUTIVE ASSISTANT TO
VICE PRESIDENT
FEDERAL SAVINGS & LOAN

WILLIE SHIELDS
VICE PRESIDENT
GILLES ASSOCIATES LOCAL
DEVELOPMENT COMPANY

Mayor Bill Briare, Chairperson
City Commissioners
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Mayor Briare:

This applicant, as you may recall in your last public hearing for evaluation of requests for CDBG funds, came before your commission in an appeal for reconsideration of the Citizen Advisory Committee's most recent denial of our proposal for \$65,000 to accommodate a similar proposal submitted to Clark County, both earmarked to defray the operational and administrative costs of this company for the forthcoming grant year.

On May 15th, yesterday, Clark County awarded this project \$50,000 as a result of the above proposal.

In emphasis, then, and to accentuate NEED and PURPOSE, the originality of Southern Nevada Certified Development Company was primarily due to three main conditions, as provided below:

1. To eliminate the State of Nevada from further loss of available federal monies either allocated or designated to the State on an annual basis for public works and other relative projects; specifically, statistical data indicate that in the last three years, Nevada has not used or has returned to the federal government over 11.3 million dollars due to the lack of an administrative "tool", like this organization, to instigate the necessary cohesiveness between private lenders and public monies to enhance stimulation in the economy, and to utilize alternate federal availabilities toward public development and acquisition; and to provide various outlets for necessary facade restoration and revitalization in our communities.

During 1982-83, over thirteen small business concerns in special impact and other adjacent areas concluded in filing bankruptcy, while statewide development projects --when compared with neighboring States-- remain almost stagnant.

Hence and presently, only CDBG funds are being used, while numerous other federal outlets exist untapped.

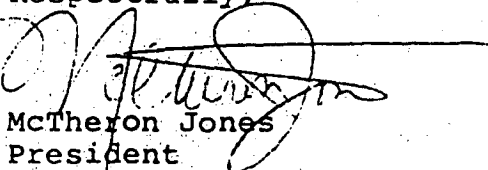
2. Akin with the above, SBA-503 certification programs, as they now exist and which we seek to subsidize, have proven to be the most successful in effectively creating and retaining core jobs for dislocated workers, during in particularly a time when unemployment nationally ranks at 8.9% in the overall norm, 10.4% for young adults and 24% for women of ethnicity, respectively; and,

3. Based upon these facts and the fact that there is no other non-profit CDC in the entire State of Nevada, for the very first time there will now be a resource by which to promote, process, close and service low-interst rate loan packages designed for small businesses and local developers; assist women in business and minority enterprise and provide financial services that are directed to stimulate the economies of eight (8) southern counties, incorporated townships and all special impact areas, alike, throughout, which makes this company viable and unique.

Indicative of these facts and because Clark County after a thorough investigation has seen fit to sponsor this project, we are hopeful and request now that your commission will further explore the possibility to fund this project as well.

This will be our last request to the City or County for public assistance, as we anticipate being a self-supporting entity in the future. In addition and at the conclusion of this particular grant year on June 30, 1984, this company will return to the City \$60,000 of the original \$127,000 in CDBG funds awarded last year; therefore, special recognition and consideration for additional funds, as requested in whatever amount feasible, are solicited at this time.

Respectfully,



McTheron Jones
President

cc: All City Commissioners



Southern Nevada Certified Development Company

THOMAS J. GUTHERIE, Executive Director

2500 West Washington, Washington Park Suite #103, Las Vegas, Nevada 89106
(702) 646-2014

June 18, 1984

Councilman Ron Lurie
Las Vegas City Commissioners
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Councilman Lurie:

This letter is written in reference to the public hearing held by the Commissioners on May 16, 1984, concerning further allocation of CDBG funds for the forthcoming TENTH year of funding.

While this applicant did not receive favorable consideration for funding in the TENTH year cycle as was requested, a conversation between Mr. Richard Blue and you on May 16th indicated that any excess monies left over by this project from the NINTH year cycle would be transferred into the new fiscal year on or after June 30, 1984; and although by conversation a conclusion was drawn, due to the lengthy session and numerous transactions a formal motion was never brought to the floor for a vote finalization as was surely intended.

In speaking with the City Clerk, I have been informed that this matter has been placed on the Commissioners' agenda for July 5th, and at that time proper closure will be provided; nevertheless, because of the technical procedures akin with formal contracting that are necessary each year between the Funds Coordination Department and available projects who will be receiving CDBG funds, this letter, then, is to also serve to meet the following obligations:

1. To promulgate continuity between the Funds Coordination Department, the City Commissioners and this project, as to earmark those excess funds being extended and/or awarded;
2. To indicate our intent and desire for these funds; and,
3. To instigate formal conclusion to this matter that has been left pending due to an oversight on May 16th.

ECONOMIC DEVELOPMENT INVESTMENT BANKERS

SOUTHERN NEVADA SERVICE AREA

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ESMERALDA COUNTY
LINCOLN COUNTY
LION COUNTY
MINERAL COUNTY
MOHAVE COUNTY
WHITE PINE COUNTY

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PRESIDENT

TERRILL WILLIAMS

SECRETARY/TREASURER

MANUEL J. CORTEZ

COMMISSIONER

CLARK COUNTY

JAMES CASHMAN

PRESIDENT

CASHMAN EQUIPMENT CO.

RONALD REEB

EXECUTIVE VICE PRESIDENT

FIRST WESTERN SAVINGS

PAUL ABRAHAMSON

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CORPORATE FINANCIAL

FIRST NATIONAL BANK

PAUL ABRAHAMSON

VICE PRESIDENT

FIRST NATIONAL BANK

FIRST NATIONAL BANK

WILLIAM MCNAB

MAJOR VICE PRESIDENT

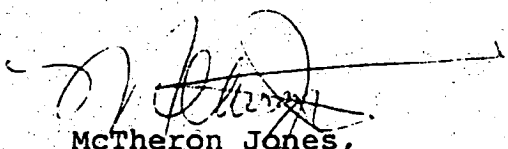
W. J. JARVIS

W. J. JARVIS

0084

Finally, please take note of the attached enclosures which will serve to further clarify the entire situation, and to facilitate the necessary steps in bringing official closure to this situation.

Respectfully,



McTheron Jones,
President

cc: Mr. Richard Blue, Director Funds Coordination Department
Councilman Bob Nolen

Attachments: 1) SNCDC's ltr dated 6/6/84
2) Funds Coordination Department ltr dated 6/12
3) Excerpt from City Council meeting 5/16
4) SNCDC's ltr of intent to the City dated 6/18

0085



Southern Nevada Certified Development Company

THOMAS J. GUTHRIE, Executive Director
2500 West Washington, Washington Park Suite #103 Las Vegas, Nevada 89106
(702) 646-2014

June 18, 1984

SOUTHERN NEVADA SERVICE AREA

CLARK COUNTY
DOUGLAS COUNTY
ESMERALDA COUNTY
LINCOLN COUNTY
LION COUNTY
MINERAL COUNTY
NYE COUNTY
WHITE PINE COUNTY

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MANUEL J. CORTEZ
COMMISSIONER
CLARK COUNTY

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RONALD HERR
EXECUTIVE VICE PRESIDENT
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CORPORATE FINANCE OFFICER
FIRST INTERSTATE BANK

DAN'S STEVENSON
EXECUTIVE ASSISTANT TO
VICE PRESIDENT
FIRST FEDERAL SAVINGS & LOAN

WILLIAM McCARP
SENIOR VICE PRESIDENT
NEVADA POWER CO.

ANTHONY KEE
BOARD OF TRUSTEES
NATIONAL TRUST BANK

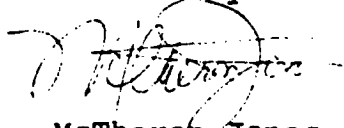
Mr. Richard Blue, Director
Funds Coordination Department
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Dear Mr. Blue:

This is a Letter of Intent.

Please take note that the Southern Nevada Certified Development Company, based upon what was transcribed via your's and Councilman Lurie's conversation in the public hearing on May 16, 1984, is submitting formal notification that we desire and are requesting to enter into formal negotiation with your department staff in promulgation of a revised Scope of Services contract for any excess monies left over from the Ninth year cycle involving this project.

Therefore, please be so kind as to submit to me a format of all the necessary steps and procedures to officially conclude this matter as soon as possible.


McTheron Jones
President

cc: Councilman Ron Lurie
Councilman Bob Nolen

TRANSCRIPT - CITY COUNCIL MEETING - JULY 5, 1984 - 10:00 A.M. - PAGE 1
IV. (d) DEPARTMENT OF ECONOMIC & URBAN DEVELOPMENT, JACK THOMASON, DIRECTOR.
ITEM A. REAUTHORIZATION OF SOUTHERN NEVADA CERTIFIED DEVELOPMENT COMPANY'S
REMAINING NINTH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION.

0086

MAYOR BRIARE: The next on Council's page 13 we have some recommendations for the reauthorization of Southern Nevada Certified Development Company's remaining Ninth Year Community Development Block Grant allocations and a Department of Housing and Urban Development Rental Rehab Program.

CITY MANAGER
ASHLEY HALL: Mr. Blue will take both of those, Your Honor.

RICHARD BLUE: Your Honor, Item A. The City has received a request from the Southern Nevada Certified Development Company asking that they be allowed to carry the remaining balance of their Ninth Year Community Development funds. The exact amount is \$31,361.31. They have complied with the prerequisites of staff in terms of the things we've asked for.

MAYOR BRIARE: Would you address the letter we received from Southern Nevada Certified Development Company?

RICHARD BLUE: Which letter would you like me to address?

COUNCILMAN LURIE: The one where they got a little nasty with us. If they're going to take that kind of an attitude, I don't know if we want to continue to give them the money. We might just want to reallocate it.

RICHARD BLUE: That's your decision, sir.

COUNCILMAN LURIE: What did you think about the letter, it's addressed to you?

RICHARD BLUE: Well, the letter on May 16 to the Mayor and the Council -- excuse me, the letter of June 12 -- let's go back to the letter of June the 6th implied that at the May 16 Public Hearing that the Council voted unanimously to award the Southern Nevada Certified Development Company Ninth Year Block Grant monies to let these balances be carried forward. I believe in the backup there's a copy of the certified minutes of that Public Hearing pertaining to this item. Councilman Lurie asked me a question concerning whether or not these funds could be carried forward or reprogramed and that was the nature of the discussion. Then we received a subsequent letter from them implying that there was some confusion on the part of the Board and that's the reason that a vote was not taken and I take exception to both of those letters.

COUNCILMAN LURIE: Could you have a problem with carrying the money forward and allocating it to them?

RICHARD BLUE: No, I have no problems in carrying the money forward.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 5, 1984 - 10:00 A.M. - PAGE 2
IV. (d) DEPARTMENT OF ECONOMIC & URBAN DEVELOPMENT, JACK THOMASON, DIRECTOR.
ITEM A. REAUTHORIZATION OF SOUTHERN NEVADA CERTIFIED DEVELOPMENT COMPANY'S
REMAINING NINTH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ALLOCATION.

0087

COUNCILMAN LURIE: Okay. I'D MOVE FOR APPROVAL THEN. Did you want to discuss B?

RICHARD BLUE: Item B, Department of Housing and Urban Development, has a new multi-family rental rehabilitation program of which the City is entitled to \$147,300.00. It is my recommendation that the Council direct staff to make an application.

COUNCILMAN LURIE: I MOVE FOR APPROVAL OF ITEMS A AND B.

MAYOR BRIARE: Any comments by the Council? Cast your votes. Post. Motion is APPROVED.

END OF EXCERPT

Voting was as follows:

"AYES" Briare, Christensen, Levy, Lurie and Nolen
"NOES" None

Motion carried unanimously.

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 25, 1984

0088

TO:
The City CouncilFROM:
MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RENTAL REHAB
PROGRAM FY84-85PURPOSE/BACKGROUND

The City of Las Vegas has been invited by the U. S. Department of Housing and Urban Development to make an application to participate in HUD's Rental Rehabilitation Program for FY1984-85.

The purpose of the Rental Rehabilitation Program is to provide standard affordable housing for lower income tenants receiving vouchers or Section 8 certification.

The overall intent is twofold:

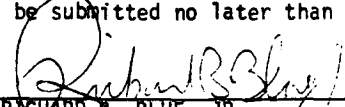
1. Increase the supply of private rent housing available to lower-income tenants by providing government funds to rehabilitate existing units; and
2. Provide rental assistance to lower-income persons to help them afford the rent of these units.

FISCAL IMPACT

The City's application, if approved, will provide \$147,300.00 in Rental Rehab program funds, as well as make the City eligible for Section 8 Existing Certificates and/or vouchers.

RECOMMENDATIONS

It is the recommendation of the Office of the City Manager to pursue the grant allocation process. Formal application is to be submitted no later than July 9, 1984.


RICHARD B. BLUE, JR.
DEPARTMENT OF FUNDS COORDINATION

Agenda Item

IV. (d) B.



U.S. Department of Housing and Urban Development
San Francisco Regional Office, Region IX
450 Golden Gate Avenue
P.O. Box 36003
San Francisco, California 94102

0089

MAY 8 1984

Mr. Ashley Hall
City Manager of Las Vegas
400 East Stewart Avenue
Las Vegas, NV 89101

Dear Mr. Hall:

Subject: Rental Rehabilitation Grant Program

The program regulations for the Rental Rehabilitation Program were published in the Federal Register on April 20, 1984 for effect on May 24, 1984. A copy of the regulations is enclosed for your information. The grant funds for the program will be available subject to passage of the Appropriations Bill. This letter formally notifies you that the City of Las Vegas' allocation of Rental Rehabilitation Grant funds for FY 1984 is \$147,300. In addition, Section 8 Existing Certificates and/or vouchers will be made available to you based on a ratio of one for every \$5,000 of grant funds.

Please be advised that as stated in Subpart C of the regulations, program descriptions must be submitted within 45 days of a stated date. For FY 1984 funds, the program description will be due in the HUD Field Office 45 days from the effective date of the regulations. Hence, program descriptions must be received in the HUD Field Office by July 9, 1984.

We look forward to further discussions with your staff concerning this program.

Sincerely,

A handwritten signature in cursive script that reads "Ronald F. Halpern".

Ronald F. Halpern
Director, Office of Community
Planning and Development

Enclosure

cc: Mr. Richard Blue, Director,
Department of Funds Coordination
City of Las Vegas

1 A RESOLUTION OF THE CITY COUNCIL OF THE
2 CITY OF LAS VEGAS, NEVADA, TO ESTABLISH
3 PARTICIPATION IN THE U. S. DEPARTMENT OF
4 HOUSING AND URBAN DEVELOPMENTS' RENTAL
5 REHABILITATION PROGRAM

6 WHEREAS, the City of Las Vegas intends to submit a proposal to the
7 U. S. Department of Housing and Urban Development for participation in
8 its Rental and Rehabilitation Program; and

9 WHEREAS, the City of Las Vegas desires to further its Housing
10 Assistance Plan, goals, and objectives for FY 1984-85 under its Community
11 Development Block Grant Program of Title I of the Housing and Community
12 Development Act of 1974 (P.L. 93-383), as amended; and

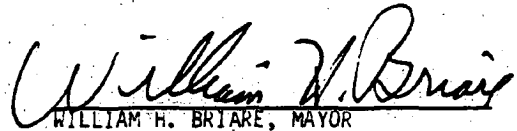
13 WHEREAS, the City has been formally notified that the its 1984-85
14 allocation under the Rental Rehabilitation Program is \$147,300.00 and an
15 additional allowance of Section 8 existing certificates and/or vouchers
16 will be made available.

17 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of
18 Las Vegas, Nevada:

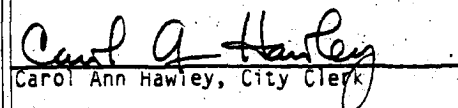
19 1. That the Department of Economic and Urban Development may ini-
20 tiate the formal application process for participation in the Rental and
21 Rehabilitation Program of the U.S. Department of Housing and Urban Development.

22 2. That the Department of Economic and Urban Development shall
23 be responsible for the administration of the Rental Rehabilitation Program.

24 PASSED, ADOPTED AND APPROVED THIS 5th day of July
25 1984.

26 
WILLIAM H. BRIARE, MAYOR

27 ATTEST:

28 
29 Carol Ann Hawley, City Clerk
30
31
32

AGENDA

CITY COUNCIL MINUTES - JULY 5, 1984

July 5, 1984

City of Las Vegas

0091 Page 14

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

ITEM

Council Action

Department Action

IV (e) DEPARTMENT OF RECREATION AND LEISURE
ACTIVITIES - CHRIS J. STANFILL, ACTING
DIRECTOR

10:55

A. Permission to apply to Nevada State
Council on the Arts for grant

Lurie -
APPROVED
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Cole

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 19, 1984 **0092**

TO: The City Council

FROM: Chris J. Stanfill, Acting Director
Recreation & Leisure ActivitiesSUBJECT: Department of Recreation & Leisure Activities, Cultural & Community Affairs Branch
requests permission to apply to Nevada State Council on the Arts for matching grant.PURPOSE/BACKGROUND

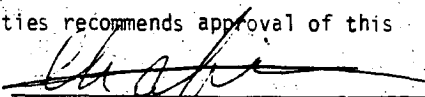
The Cultural & Community Affairs Branch of the Department of Recreation & Leisure Activities has requested permission to apply for a grant from the Nevada State Council on the Arts for the presentation of the 1984/85 Guest Artist Series at the Charleston Heights Arts Center. This Series will consist of a performance of La Cenerentola by the Western Opera Theatre on November 14, 1984 and a performance by the Young Ambassadors of BYU on March 1, 1985.

SCAL IMPACT

The \$4,873 applied for will match the amount which has already been earmarked for the Series.

RECOMMENDATIONS

Department of Recreation & Leisure Activities recommends approval of this request.


Chris J. Stanfill, Acting Director
Recreation & Leisure Activities

Agenda Item

IV. (e).

ORGANIZATION APPLICATION FORM
NEVADA STATE COUNCIL ON THE ARTS

0093

1. Organization Name City of Las Vegas/Charleston Heights Arts Ctr. FEI No. _____
2. Street No. & Name or P.O. Box 800 South Brush Tel. No. 702-386-6383
3. City, State, ZIP Code Las Vegas, Nevada 89107
4. Project Director Patricia Harris Title Acting Cultural Center Supervisor
5. Street No. & Name or P. O. Box Same as above Tel. No. Same
6. State Assembly District No. 3 State Senate District No. 6
7. Has your organization received previous funding from NSCA? Yes ☒ No ☐ If yes, list below.
 1981 - \$3,050 Esterhazy Baryton Trio and Utah Repertory Dance Theatre
 1982 - \$2,142 Gus Giordano Jazz Dance Chicago
 1983 - \$2,277 Ririe-Woodbury Dance Company Residency
 1983 - \$1,000 Nevada Artists' Register (direct assistance grant for slide file and cover)
8. Project Title The Charleston Heights Guest Artists Series
9. Project Start Date November 13, 1984 End Date March 2, 1985
10. What are the goals, objectives and programs/services of your organization?
 1. To present a series of outstanding professional touring programs;
 2. To present programs of outstanding professional local performers;
 3. To present a series of high quality visual arts exhibits by touring and local artists;
 4. To present film series for adults, children and special audiences;
 5. To present productions by The Rainbow Company and the Las Vegas Civic Ballet;
 6. To make the facility available as the schedule permits for community arts organizations.
11. When was your organization incorporated as a nonprofit? Month _____ Year _____ NA
12. Are there individuals who are simultaneously voting members of the Board of Directors and paid staff?
 Yes _____ No _____ If yes, please explain. NA
13. How many members does your organization have now? _____ Last year? _____ NA

FOR NSCA OFFICE USE ONLY:

1. _____ App. #	8. _____ Amount Requested
2. _____ Date Received	9. _____ Grant Award
3. _____ Attachments	10. _____ Account No.
4. _____ App. Cong. Dist.	11. _____ T & C Received
5. _____ Discipline	12. _____ Final Report Due
6. _____ Type of Activity	13. _____ Final Report Received
7. _____ Category	

0094

14. What was your total attendance in each of the past three years?

Previous Yr. 1983 Attendance 128,642 Previous Yr. 1982 Attendance 123,715Previous Yr. 1981 Attendance 76,446

15. How many of each of the following events do you present each year?

Productions 1 - 4 Exhibits 13 Workshops/Seminars 0 - 616. How many performances of each production do you present? 1 - 1217. What is your average ticket price per event? \$ 5.00 Per season? \$ _____18. Do you discount tickets for special audiences? Yes x No _____ If yes, list below. If no, please explain.\$3.00 for students, senior citizens and the handicapped

19. Are principal performers, technicians and staff paid as described in NSCA Guidelines, Section II-E?

Yes x No _____ If no, please explain.

20. What are the duties of your Board of Directors?

NA

21. If you have paid staff/consultants, what are their duties?

BookingHouse managementMarketingTechnical assistance22. Have you applied or received funds to/from the National Endowment for the Arts for any portion of the period of this project? Yes _____ No x23. Have you notified your local community arts council about this project? Yes x No _____24. x NSCA is requested to assign an independent evaluator.

_____ Pending NSCA approval, a resume is enclosed for the independent project evaluator selected:

Name of Evaluator _____

Street/P. O. Box _____

City, State, ZIP Code _____

Contact Telephone _____

25. Please provide the following fiscal information about your organization.

Fiscal Year Period: July 1 to June 30Revenue: Prev. Yr. \$ 23,590 Current Yr. \$ 23,159 Next Yr. \$ 23,159Expenses: Prev. Yr. \$ 23,590 Current Yr. \$ 23,159 *Next Yr. \$ 23,159

26. BUDGET SUMMARY: Please summarize the project budget information from the Grant Application Budget, NSCA Form 2C, as follows:

0095

Total Cash Expenses	\$ 11,246
** Total NSCA Cash Requested	\$ 4,873
Total Cash Revenue	\$ 0,373
Total Cash Match	\$ 6,373
Total In-Kind Match	\$ 93.80

27. What percentage of your *Next fiscal Year expenses (Question 26) is **Total NSCA Cash Requested (Question 27) for this application? 21 %

28. Has your Board of Directors approved this application? Yes _____ No _____ NA

29. PROJECT DESCRIPTION:

PROJECT NEED:

The Charleston Heights Arts Center 1984/85 Guest Artist Series will help meet the demand in our community for two very different types of cultural enrichment. The demand for quality live opera is evidenced by turn-away crowds for the few operatic performances that have been presented. Pavorati performed recently to a standing room only audience. An opera residency by the Western Opera Theater, the touring arm of the San Francisco Opera, will help meet this demand. There is a strong interest in the Broadway musical and a need for the presentation of this type of entertainment in an atmosphere conducive to family attendance. The Young Ambassadors of Brigham Young University, a group with an uplifting focus and verve, presents excerpts from Broadway musicals in a most professional and polished form. The presentation of a touring company the caliber of the Young Ambassadors will serve as an inspiration to our own talented young people and provide an evening of excellent musical theatre for the entire family.

PURPOSES AND GOALS:

The Cultural and Community Affairs Branch of the City of Las Vegas' Department of Recreation and Leisure Activities is in a unique position to provide the Las Vegas community with the opportunity to enjoy two very different productions.

The Charleston Heights Arts Center is a well-equipped proscenium theatre which has a staff of three full-time employees for house management and marketing, the services of the Recreation Department publicity director; printing and photographer services are also available as well technical, production and administrative staff. The Friends of the Charleston Heights Arts Center provide a strong force to increase community awareness and participation in the Center's programs.

The presentation of performances by outstanding touring companies is the first priority of the Charleston Heights Art Center. With the performance facility, staff, and equipment provided, the only additional cost is that of the artists' fees.

Additional program dollars are 100% cost effective.

IMPLEMENTATION:

The Charleston Heights Guest Artists' Series will consist of the following:

One performance of LA CENERENTOLA by the Western Opera Theater, November 14, 1984. (The Friends of the Charleston Heights Arts Center will fund one performance on November 13 as a fundraiser.)

One performance of excerpts from Broadway musicals by the Young Ambassadors of Brigham Young University, Department of Music, March 1, 1985

Both productions will be presented at the Charleston Heights Arts Center with receptions following the performances. The community will be encouraged to meet the performers and ask questions regarding their particular art form.

Western Opera Theater, the touring and educational affiliate of the San Francisco Opera Center was founded in 1967 to bring fully staged opera in English to communities that might not otherwise experience live opera productions. Howard Taubman of the New York Times said, "To people who have wondered whether opera has any future in America, Western Opera Theater appears to offer a fresh approach and a new hope." The brilliance of LA CENERENTOLA is that its child-like simplicity is rendered by Rossini's music into one of the most elegant of adult creations, bully characterized, wonderfully zany and endlessly inventive. LA CENERENTOLA contains an almost perfect match of music, story and form, with widespread appeal to young and old alike.

The Young Ambassadors scheduled for March 1, 1985, have achieved international acclaim for their fast paced musical performance. They are intelligent, modest and happy young people who care about sharing their talents to uplift and inspire others.

"They came they sang, they captured our hearts ... This was a polished performance that reached professional heights of excellence as the Young Ambassadors took us through a whole panorama of American music and song with superlative showmanship, perfect precision ... that was reminiscent of the best of Broadway musical shows." (Rotary International News Bulletin, Sri Lanka)

"With a kaleidoscope of motion and music, the Young Ambassadors, had an electric impact on their audience, turning them from the start into enthusiastic responsive friends with their up-lifting, high-quality entertainment." (The Egyptian Gazette)

GEOGRAPHIC IMPACT:

All events will be available to residents of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County.

PROJECT DESCRIPTION (Continued)

0097

COMMUNITY INVOLVEMENT:

In addition to the City of Las Vegas, the Friends of the Charleston Heights Arts Center will be involved in the Charleston Heights Guest Artists Series.

EVALUATION METHODS:

Evaluation questionnaires will be distributed to selected audience members at performances.

The overall effectiveness of the Guest Series will be evaluated by the project director and the Cultural Affairs Administrator. Any media reviews will be included with the evaluation.

An independent evaluator has been requested.

30. ATTACHMENTS:

REQUIRED

0098

Checklist	No. of Copies	Item
a. <u>NA</u>	Orig. + 12	Organizational Chart (Board & Staff if any)
*b. <u> </u>	Orig. + 12	Organization 3-Year Plan
c. <u>NA</u>	Orig. + 12	Board List—Members' Names, Addresses, Professions
d. <u>x</u>	Orig. + 12	Financial Statement (Applicant current fiscal year projection; see Question 26 instructions)
e. <u>x</u>	Orig. + 12	Financial Statement (Applicant next fiscal year projection; see Question 26 instructions)
f. <u>x</u>	Orig. + 12	NSCA Form 2E (Calendar of Project Events & Anticipated Cash Needs)
g. <u>NA</u>	Orig. + 12	Job Descriptions (For Individual Project Personnel Only)
h. <u>NA</u>	Orig. ONLY	IRS Form 990 (Most Recently Filed with IRS)
i. <u>NA</u>	Orig. ONLY	Audit—Most Recent (Required only if applicant has been previously funded by NSCA)
j. <u>NA</u>	Orig. ONLY	Resumes: <u> </u> (For individual Project Personnel Only) <u> </u> (For Independent Evaluator, if named)
k. <u>NA</u>	Orig. ONLY	Letters of Invitation/Sponsorship
*l. <u>NA</u>	Orig. ONLY	Articles of Incorporation & By-Laws
**m. <u>NA</u>	Orig. ONLY	IRS Letter of Tax-Exemption

* Required **only** for Organizational Support and Arts Services Support categories.

** Required **only** if not currently on file with NSCA or if there are revisions to those documents currently on file currently with NSCA.

OPTIONAL

n. Orig. ONLY Clippings, Promotional Materials, Samples of Artists' Work

31. **CERTIFICATION & RELEASE:** The undersigned certifies that to the best of his/her personal knowledge all information contained herein is accurate and represents a reasonable estimate of current and future operations based on information available at this time; and that there are no misstatements or misrepresentations in the information submitted herein or as a supplement to this application.

The undersigned hereby releases the Nevada State Council on the Arts and the State of Nevada, their employees and agents, from any liability and/or responsibility concerning damage to or loss of materials submitted to the Nevada State Council on the Arts and the State of Nevada whether or not such damage is caused by the negligence of the Nevada State Council on the Arts, the State of Nevada, their employees and/or agents.

Signature Joanne L. NivisonSignature Typed Name & Title Joanne L. Nivison, Adm.Typed Name & Title Cultural & Community Aff.

Authorizing Official

Signature Patricia Harris

Fiscal Agent (if Applicable)

Typed Name & Title Patricia Harris, SupervisorDate May 30, 1984Charleston Hts. Arts Ctr.

Project Director

CITY COUNCIL MINUTES - JULY 5, 1984
NSCA GRANT APPLICATION BUDGET

0099
C. In-Kind Contributions

EXPENSES	Description	A. Cash Expenses	B. NSCA Cash Requested	C. In-Kind Contributions
1. PERSONNEL — ADMINISTRATIVE				
	<i>Friends of CHAC volunteers</i>	\$	\$	\$ <u>93.80</u>
2. PERSONNEL — ARTISTIC				
		<u>8,300</u>	<u>3,575</u>	
3. PERSONNEL — TECHNICAL/PRODUCTION				
	<i>Staff beyond regular personnel</i>	<u>350</u>		
	<i>2 tech staff 25 hrs. @7.00</i>			
4. OUTSIDE PROFESSIONAL SERVICES — ARTISTIC				
5. OUTSIDE PROFESSIONAL SERVICES — OTHER				
6. SPACE RENTAL				
7. TRAVEL	<i>Young Ambassadors 16 @26.50</i>			
	<i>hotel/ 32 @ 21.00 meals</i>	<u>1,096</u>	<u>548</u>	
8. MARKETING	<i>printing (1,200)</i>			
	<i>postage (300)</i>	<u>1,500</u>	<u>750</u>	
9. REMAINING OPERATING EXPENSES				
	Totals	A.\$ <u>11,246</u>	B.**\$ <u>4,873</u>	C.\$ <u>93.80</u>

REVENUE	Description	A. Cash Revenue	B. Cash Match
1. ADMISSIONS			
		\$ <u>5,243</u>	\$ <u>5,243</u>
2. CONTRACTED SERVICES REVENUE			
3. CORPORATE CONTRIBUTIONS			
4. FOUNDATION GRANTS			
	<i>Western States Arts Foundation</i>	<u>1,130</u>	<u>1,130</u>
5. OTHER PRIVATE CONTRIBUTIONS			
6. GOVERNMENT GRANTS — FEDERAL			
7. GOVERNMENT GRANTS — STATE/REGIONAL*			
8. GOVERNMENT GRANTS — LOCAL			
9. OTHER REVENUE			
10. APPLICANT CASH			
	Totals (Subtotal D)	\$ <u>6,373</u>	E.\$ <u>6,373</u>

NSCA Cash Requested F. 4,873

GRAND TOTAL: G. 11,246

*Do not include the amount of this grant request here List it under "F" below.

**Total amount of Grant Request.

0100

For NSCA office use only

Account No.: _____

ANTICIPATED
CASH NEEDS

MONTH

CALENDAR OF MAJOR PROJECT EVENTS

October

November

Western Opera Theatre

December

January

February

March

Young Ambassadors

April

May

June

July

August

September

\$ 2,886

\$ 1,500

\$ _____

\$ _____

Final 10%

\$ 487

TOTAL GRANT AWARD

\$ 4,873

Charleston Heights Arts Center

Grantee

800 South Brush

Address

Las Vegas, NV 89107

City, State, Zip Code

Patricia Harris

Authorized Signature

702-386-6383

Telephone

5-30-84

Date

AGENDA*City of Las Vegas*

JULY 5, 1984

0101

Page 15

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

IV (f) DEPARTMENT OF GENERAL SERVICESDAN R. PILKINGTON, DIRECTOR

*CONSENT AGENDA

All items 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 Council member or citizen so requests.

PURCHASING & CONTRACTS DIVISION10:55 *A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. Reimbursable Street Repairs
Department of Engineering Services

Levy -
APPROVED as recom-
mended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Coe

City of Las Vegas

AGENDA DOCUMENTATION

Date: JUNE 22, 1984

TO: The City Council

FROM: MICHAEL P. COOL,
DEPUTY CITY MANAGER

0102

SUBJECT: AGENDA - CITY COUNCIL MEETING - JULY 5, 1984
IV (f) DEPARTMENT OF GENERAL SERVICESPURPOSE/BACKGROUND*A. AWARD OF ANNUAL CONTRACTS AND AGREEMENTS

1. <u>BID TITLE:</u>	STREET REPAIR CONTRACT	<u>BID NUMBER:</u>	84.9999.78
<u>ITEM:</u>	CAPITAL IMPROVEMENT	<u>ESTIMATE:</u>	\$400,000.00
<u>DEPARTMENT:</u>	ENGINEERING SERVICES	<u>INVITATIONS MAILED:</u>	35
<u>FUNDING:</u>	ENGINEERING SERVICES REIMBURSEMENT	<u>RESPONSES RECEIVED:</u>	2

NEED FOR PURCHASE

THIS PURCHASE IS NECESSARY TO CONTROL THE METHODS AND COSTS INVOLVED IN REPAIR OF CITY STREETS DUE TO PRIVATE CONTRACTOR AND PUBLIC UTILITIES CUTTING EXISTING PAVEMENT FOR UTILITY AND CONSTRUCTION PURPOSES.

BID ABSTRACT SUMMARY

MIKON CONSTRUCTION	LAS VEGAS	NV	\$405,105.00
WELLS CARGO	LAS VEGAS	NV	\$468,000.00

STAFF RECOMMENDATION OF AWARDTHAT THE LOW BID BE AWARDED TO:

MIKON CONSTRUCTION	LAS VEGAS	NV	\$405,105.00

AUTHORIZE THE DEPARTMENT OF GENERAL SERVICES TO EXTEND THE CONTRACT ADDITIONAL TWELVE (12) MONTH PERIODS AT THE END OF THE ORIGINAL CONTRACT, NOT TO EXCEED TWO (2) EXTENSIONS, IF PRICES CAN BE NEGOTIATED THAT ARE NOT MORE THAN TEN PERCENT (10%) OF THE ORIGINAL CONTRACT PRICES. THE EXTENSION PROVISION WAS MADE A PART OF THE INVITATION FOR BID CONDITIONS TO WHICH ALL PROSPECTIVE BIDDERS AGREED.

FISCAL IMPACT

FUNDS BUDGETED FOR FISCAL YEAR 84-85. FUNDS ARE AVAILABLE IN THE ENGINEERING 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 A PAGE 1
IV (f)

AGENDA*City of Las Vegas*

July 5, 1984

0103 Page 16

CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

IV (g). DEPARTMENT OF PUBLIC SERVICES

DONALD E. DONOVAN, DIRECTOR

A. REPORTS/ACTION

1. Informational Item - Digester Gas Utilization Project.

Lurie -
APPROVED as recommended by Director of Public Services.
Unanimous

Staff to proceed
Donald E. Donovan appeared.

10:55 B. RELEASE OF CONTRACT RETENTION1. Flowmeter

Bid No: 84.3550.2
Contractor: J.R. Jacks
Trucking Co.
For: Flowmeter at
CLV Wastewater
Treatment Plant
Notice of Completion: June 14, 1984
Release Date: July 19, 1984

Lurie -
APPROVED Items 1
and 2.
Motion carried with
Nolen abstaining
on Item 2.

Staff to proceed

2. Siphon

Bid No: 84.7114.1
Contractor: Hurricane Sand
& Gravel Co.
For: Sewer Siphon at
Las Vegas Wash
& Stephanie Rd.
Notice of Completion: June 12, 1984
Release Date: July 17, 1984

APPROVED
See Above

See Above

APPROVED AGENDA ITEM

mp Core

AGENDA DOCUMENTATION

Date: June 20, 1984

TO: The City Council

FROM: DON J. SAYLOR
DEPUTY CITY MANAGER

0104

SUBJECT: INFORMATIONAL ITEM - DIGESTER GAS UTILIZATION PROJECT

PURPOSE/BACKGROUND

On October 5, 1983 the City Council authorized the Department of Public Services to proceed with the design of the Wastewater Treatment Plant expansion. One element of the expansion is a system to recover the excess methane gas being produced in the treatment plant's anaerobic digesters. Methane gas is being produced in large quantities at the treatment plant at no additional cost as a natural by-product of the sludge waste stabilization process. The gas, which has been flared to the atmosphere since the plant began operation in 1957, can now be put to economic advantage. The gas can be used to fuel many of the City's fleet vehicles or it can be sold directly to Southwest Gas Corporation. It could also be used to fuel internal combustion engines at the WWTP to generate electricity.

From studies performed by City staff and the City's engineering consultants, it appears that a project to fuel City vehicles and to sell any excess digester gas to Southwest Gas Corporation would be cost effective and technically feasible. There are several advantages to the City of Las Vegas to press ahead with the Digester Gas Utilization Project. They are:

1. Use of waste energy to off-set some of the City's fuel costs.
2. Reduced dependence on gasoline and oil imports should another embargo occur.
3. Increased vehicle-engine life from use of cleaner methane fuel.
4. Sale of waste energy as a revenue producer.
5. Predictable fuel supply and cost.
6. Improved air quality from use of methane in lieu of gasoline.

The preliminary project cost estimate was Forty Million Dollars and included this gas utilization element.

FISCAL IMPACT

It is estimated that the project would produce a net revenue for pay-back of about \$325,000 per year yielding a pay-back period of six years on the capital cost of about \$2 million.

RECOMMENDATIONS

The Director of Public Services recommends that the City Council authorize the City staff to proceed with the inclusion of the Digester Gas Utilization Project as part of the 1987 Wastewater Treatment Plant Expansion.


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

Agenda Item 7/5/84

IV. (g) A.1.

COPY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

A contract or work of improvement was completed for the City of Las Vegas, Nevada, the owner, whose address is City Hall, Las Vegas, Nevada, on

June 14, 1984, as follows:

(a) Description: Bid #84.3550.2

Wastewater Treatment Plant Expansion
Irrigation Water Flo-Metering

(b) Location: Wastewater Treatment Plant
East Vegas Valley Drive

Name of the Contractor: J.R. Jacks Trucking Company

Dated June 19, 1984

STATE OF NEVADA {
County of Clark { ss

Donald E. Donovan

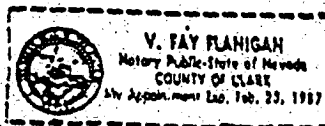
being duly sworn, deposes and says: That affiant is authorized to make and does make this verification on behalf of the owner(s) named in the foregoing notice; that affiant has read the foregoing notice and knows the contents thereof and that the same is true of affiant's own knowledge.

Subscribed and sworn to before me this

19th day of June, 1984

V. Fay Flanigan

NOTARY PUBLIC in and for said County and State



55.31

Donald E. Donovan
DIRECTOR OF PUBLIC SERVICE
of the City of Las Vegas
Donald E. Donovan

ORDER NO. _____ RECORD'S
INSTRUMENT NO. _____
WHEN RECORDED MAIL TO: City Clerk
City Hall, 400 E. Stewart Ave.
Las Vegas, NV 89101

RECORDER'S STAMP

CLERK, COUNTY OF NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF
CITY OF LAS VEGAS

JUN 20 9 55 AM '84

FEE _____ DEPUTY _____
OFFICIAL RECORDS
BOOK _____ INSTRUMENT

1942

1901435

COPY

0106

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

A contract or work of improvement was completed for the City of Las Vegas, Nevada, the owner, whose address is City Hall, Las Vegas, Nevada, on

June 12, 1984, as follows:

(a) Description:

Construction of offset depressed sewer to carry sewage flows underneath Las Vegas Wash. Tie-in of depressed sewer with existing trunk sewer and removal of those portions of old sewer spanning Las Vegas Wash.

(b) Location:

Las Vegas Wash and extension of Stephanie Street.

Name of the Contractor:

Hurricane Sand & Gravel Company

Dated June 12, 1984

[Signature]
DIRECTOR OF ENGINEERING SERVICES
of the City of Las Vegas

STATE OF NEVADA {
County of Clark { ss Donald E. Donovan

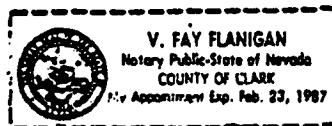
being duly sworn, deposes and says: That affiant is authorized to make and does make this verification on behalf of the owner(s) named in the foregoing notice; that affiant has read the foregoing notice and knows the contents thereof and that the same is true of affiant's own knowledge.

Subscribed and sworn to before me this

12th day of June, 1984,

V. Fay Flanigan

NOTARY PUBLIC in and for said County and State



55.31

RECORD'S
ORDER NO. _____ INSTRUMENT NO. _____
WHEN RECORDED MAIL TO: _____

10168 VOVAN 'VOBA 8V
300 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

WHEN RECORDED MAIL TO:
CITY CLERK - CITY HALL
400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101

CLERK OF DISTRICT COURT
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF
CITY OF LAS VEGAS

JUN 22 10 22 AM '84

FEE _____ DEPT. _____
OFFICIAL RECORDS
BOOK _____ INSTRUMENT _____

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AGENDA*City of Las Vegas*

July 5, 1984

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CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM**Council Action****Department Action**IV (h). DEPARTMENT OF DESIGN AND DEVELOPMENTTHOMAS B. GRAHAM, AICP, RLA, DIRECTOR***CONSENT AGENDA**

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

10:57

***A. ACCEPTANCE OF RIGHT OF WAY ITEMS**

1. Right of Way Grant
 From: Frank F. Cozzalio
 To: City of Las Vegas
 For: Portion of SW-1/4 SE-1/4,
 Sec. 23, T20S, R60E, M.D.M.
 Sewer easement for Vegas Dr./
 Tenaya sewer trunk (6/7/84)
2. Grant Deed
 From: Donrey, Inc., a Nevada
 Corporation
 To: City of Las Vegas
 For: Portions of SW-1/4 SE-1/4,
 Sec. 20, T20S, R61E, M.D.M.
 Simmons, Holly and Luning
 streets right of way
 (6/20/84)
3. Right of Way Easement
 From: Board of Trustees of the
 Clark County School District
 To: City of Las Vegas
 For: Portions of NW-1/4, SE-1/4,
 Sec. 7, T21S, R61E, M.D.M.
 Previously recorded June 20,
 1984 as Instrument No.
 1901436 in Book 1942, Office
 of the Recorder of Clark
 County, Nevada
 Pennwood, Wing, Sirius and
 Arville streets right of way
 (6/14/84)

APPROVED AGENDA ITEM*mp Coe*

Lurie -
 APPROVED Items 1
 thru 6.
 Unanimous

Staff to proceed

0108

AGENDA*City of Las Vegas*

July 5, 1984

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CITY COUNCIL

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

IV (h). DEPARTMENT OF DESIGN AND DEVELOPMENT
(Continued)*A. ACCEPTANCE OF RIGHT OF WAY ITEMS
(Continued)

4. Grant Deed

From: Texaco, Inc., a Delaware Corporation
 To: City of Las Vegas
 For: Portion of Lot 2, Block 2 of Buena Vista Addition Previously recorded June 8, 1984 as Instrument No. 1892216 in Book 1933, Office of the Recorder of Clark County, Nevada Radius corner at Charleston Blvd. and Desert Lane (5/31/84)

Lurie -
 APPROVED Items 1
 thru 6.
 Unanimous

Staff to proceed

5. Grant Deed

From: Miriam C. Clark, as Trustee under Agreement dated June 1, 1972
 To: City of Las Vegas
 For: Portion of Lot 1, Block 2 of Scotch Eighty Addition Resubdivision Previously recorded June 11, 1984 as Instrument No. 1896252 in Book 1937, Office of the Recorder of Clark County, Nevada Necessary right of way for Rancho Dr. project, Charleston Blvd. to Sahara Ave. (5/21/84)

APPROVED AGENDA ITEM

mp Coe

0109

AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM	Council Action	Department Action
IV (h). DEPARTMENT OF DESIGN AND DEVELOPMENT (Continued)		
*A. ACCEPTANCE OF RIGHT OF WAY ITEMS (Continued)		
6. Grant Deed From: Robert W. Failing, a married man, as his sole and separate property, as to an undivided 1/2 interest, and Sharon L. Berger, an unmarried woman, as to an undivided 1/2 interest, as joint tenants To: City of Las Vegas For: Portion of NW-1/4 NW-1/4 Sec. 4, T21S, R61E, M.D.M. Previously recorded June 15, 1984 as Instrument No. 1898952 in Book 1939, Office of the Recorder of Clark County, Nevada Necessary right of way for Rancho Dr. project, Charleston Blvd. to Sahara Ave. (5/7/84)	Lurie - APPROVED Items 1 thru 6. Unanimous	Staff to proceed
B. APPROVAL OF TRAFFIC AND PARKING ITEMS Traffic and Parking Commission recommends approval of the following item: 1. Request by the Traffic Engineer to designate Alexander Road a through street from Rancho Drive to the Oran K. Gragson Highway. (Abeyance)	STRICKEN FROM AGENDA	Department to place back on agenda at their discretion.
C. REPORTS/ACTION 1. Approval of agreement for certain engineering services for the Downtown Master Development Plan. APPROVED AGENDA ITEM <i>mp Core</i>	Levy - APPROVED Items 1 and 2 as recommended. Unanimous	Staff to proceed Tom Graham appeared.

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 29, 1984

0110

TO:
The City CouncilFROM: MICHAEL P. COOL
DEPUTY CITY MANAGERSUBJECT: REQUEST BY TRAFFIC ENGINEER TO DESIGNATE ALEXANDER ROAD A THROUGH STREET FROM
RANCHO DRIVE TO THE ORAN K. GRAGSON HIGHWAY (ABEYANCE)PURPOSE/BACKGROUND

Alexander Road is designated a primary arterial street. It provides a direct east-west link between the Oran K. Gragson Highway on the west and Rancho Drive on the east.

The traffic volume on Alexander Road east of the Oran K. Gragson Highway is about 2,300 v.p.d. There are over 1,100 residential units presently under development in the area, which will add several thousand more trips daily to Alexander Road. Just within the last month the traffic volumes have increased by 200 to 300 v.p.d. along most segments of Alexander Road. Radar spot speed studies indicate that the 85th percentile speed is about 40 m.p.h.

Due to the increasing traffic volumes, rapid growth, and higher speeds more control is needed. The Traffic Engineer has requested that Alexander Road be designated a through street so that stop signs can be installed to stop the traffic flow on the minor intersecting streets.

FISCAL IMPACT

The Traffic Engineering Division will install the stop signs. Funds are available in the F.Y. 1983-1984 Division budget.

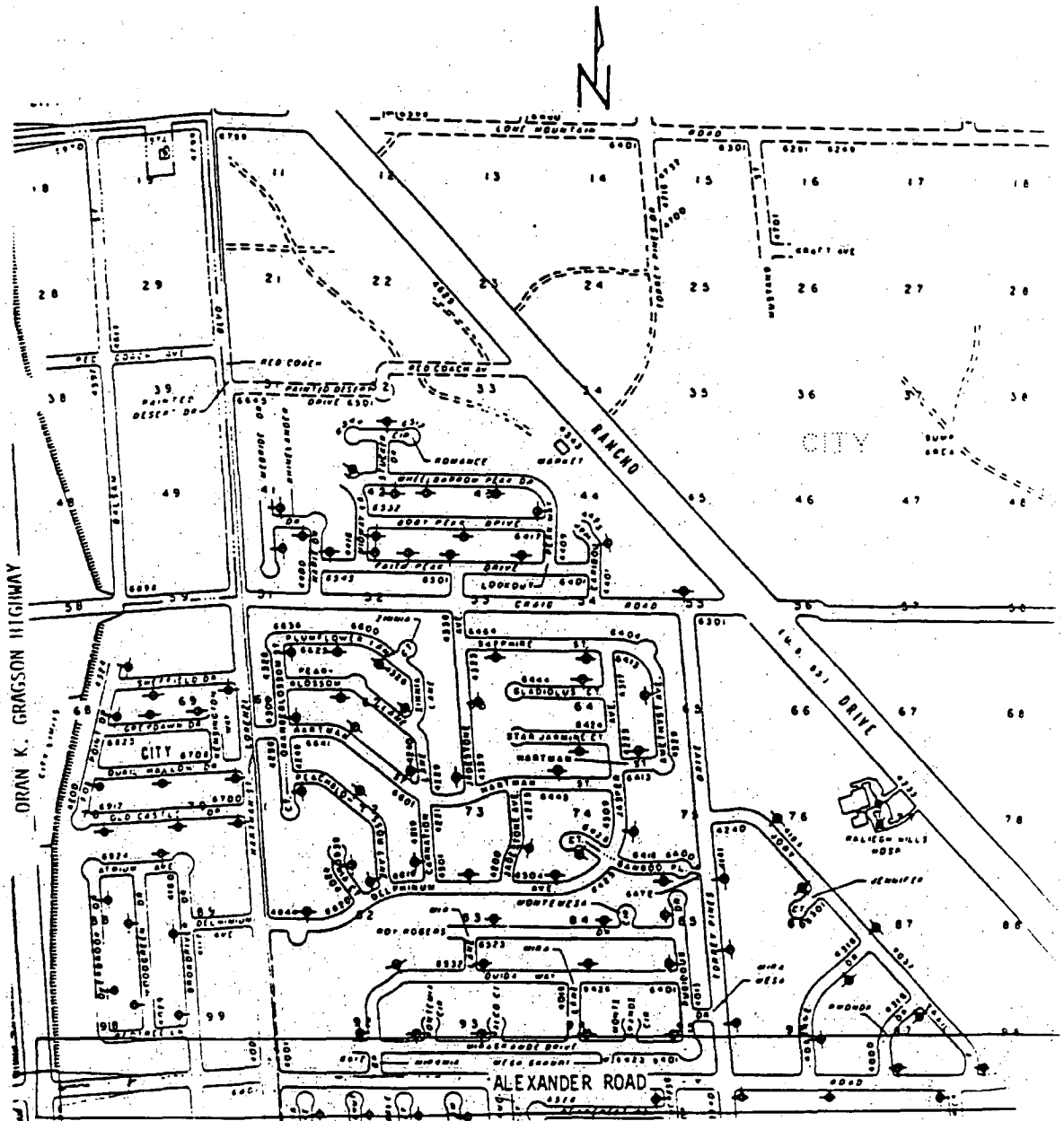
RECOMMENDATIONS

The Traffic and Parking Commission recommends approval of the designation of Alexander Road from Rancho Drive to the Oran K. Gragson Highway as a through street and that the City Council authorize the Mayor to sign the Resolution. Staff concurs.

Agenda Item 7/5/84

IV (h) B. 1

0111



REQUEST BY TRAFFIC ENGINEER TO DESIGNATE ALEXANDER ROAD A THROUGH STREET FROM RANCHO DRIVE TO THE ORAN K. GRAGSON HIGHWAY.

RESOLUTION

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

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

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

SCHEDULE 17-IV be amended to include the following as parking prohibited during certain hours on certain streets:

'A' Street - both sides - from Washington Avenue to Wilson Avenue
(6:00 p.m. to 8:00 a.m. daily).

'A' Street - both sides - from 900 feet north of Washington Avenue to Owens Avenue (6:00 p.m. to 8:00 a.m. daily)

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

<u>Location</u>	<u>Zone</u>	<u>From</u>	<u>To</u>	<u>Side</u>
'A' Street	2 hrs	900 feet North of Washington Avenue	Owens Ave.	Both

SCHEDULE 14-I be amended to include the following as a Designated Through Street:
Alexander Road - from Rancho Drive to Dran K. Gragson Highway

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

Cimarron Road at Ducharme Avenue

Diamond Head Drive at Marion Drive

PASSED, ADOPTED AND APPROVED THIS _____ day of
_____, 1984.

WILLIAM H. BRIARE

CAROL ANN HAWLEY, CITY CLERK

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 26, 1984

TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

0113

SUBJECT: APPROVAL OF AGREEMENT FOR CERTAIN ENGINEERING SERVICES FOR THE DOWNTOWN
MASTER DEVELOPMENT PLANPURPOSE/BACKGROUND

The "Downtown Master Development Plan" was approved in concept by the City Council on December 21, 1983. The first phase of the plan proposes the development of a Downtown Transportation Center, a Downtown Trolley Shuttle System and Downtown People Mover System.

SEA, Incorporated, a consultant engineering firm, has submitted a proposal to:

1. Conduct a utility search survey in the People Mover Corridor. This survey is to locate and describe all known utilities that may affect the construction of the People Mover, and
2. Provide topographic and aerial photographic mapping of the Downtown Development area and of the People Mover Corridor.

The Design and Development staff has reviewed the proposal and finds it acceptable. The City Attorney's office has reviewed the agreement and approves as to form.

FISCAL IMPACT

The total cost for these services will be \$73,202. Funds are available from the Offsite Parking Funds (\$1,571,060) allocated by the City Council for the implementation of the Downtown Master Development Plan.

RECOMMENDATIONS

The Director of Design and Development recommends that the City Council authorize the Mayor to execute the agreement.

Agenda Item 7/5/84

IV (h). C. 1

CONTRACTING ENGINEER'S AGREEMENT

THIS AGREEMENT, and accompanying Supplemental Terms, made and entered into as of the 5th day of July, 1984, by and between the CITY OF LAS VEGAS, NEVADA, a municipal corporation and political subdivision of the State of Nevada (hereinafter referred to as the "CITY OF LAS VEGAS") and SEA INCORPORATED, a Nevada corporation (hereinafter referred to as "CONSULTANT").

W I T N E S S E T H:

WHEREAS, the City of Las Vegas desires to cause the construction of a people mover system between the site of the old Fire Station 1 and Cashman Field stadium, as approximately located on Exhibit "B".

WHEREAS, the City desires to accurately locate all underground and aerial utilities: gas, water, electric, telephone, cable television, sanitary sewers, storm drain sewers, and street and traffic light equipment, within the people mover corridor.

WHEREAS, the City of Las Vegas desires to retain the services of the CONSULTANT to research and accurately locate the aforementioned utilities and map their locations on aerial maps.

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

.....

1 SECTION I: CONSULTANT SERVICES

2 The CONSULTANT, in consideration for the compensation
3 provided herein, agrees to provide to the City drawings
4 illustrating the accurate locations of all known aerial and
5 underground utilities such as gas, water, electric, telephone,
6 cable television, sanitary sewers, storm drain sewers, street
7 lighting equipment and conduits, traffic signal equipment and
8 conduits which are located within the people mover corridor. The
9 CONSULTANT also agrees to provide to the CITY OF LAS VEGAS the
10 aerial mapping, engineering and survey services hereinafter set
11 forth.

12 (A) PROJECT RESEARCH

13 (1) CONSULTANT shall research existing files to
14 determine the dedicated right of way for Casino Center Boulevard
15 between Stewart Avenue and Bonanza Road, Veterans Memorial Drive
16 between Bonanza Road and Washington Avenue and Las Vegas Boulevard
17 where it crosses the people mover corridor.

18 (2) CONSULTANT shall contact each utility company
19 and agency to research their files for the approximate locations
20 of their utility pipes, conduits, and similar equipment located
21 within the people mover corridor.

22 (3) CONSULTANT shall request utility companies
23 and agencies to assign a company liaison/contact person to whom
24 questions may be directed regarding the company's utility equip-
25 ment.

26 (4) CONSULTANT shall inspect the people mover
27 corridor to verify the accuracy and completeness of information
28 provided by the utility companies and agencies concerning the
29 location of their utility equipment.

30 (B) SURVEY

31 (1) CONSULTANT shall provide a survey crew, under
32 the full time direction of a registered land surveyor, to establish

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1 survey control for aerial mapping and for surveying the locations
2 of utility pipes, conduits, and similar equipment. Visible
3 evidence of utilities such as manholes, valve boxes, water meter
4 boxes or similar indicia shall be marked by painting and with the
5 appropriate symbol large enough to be legibly recorded on the
6 aerial photo.

7 The base line for the control survey shall be a line
8 coinciding with the centerline of Casino Center Boulevard,
9 Veterans Memorial Drive and the property line between Cashman
10 Field and the Elks Lodge Number 1468 or an offset of that property
11 line.

12 Datum used for vertical control shall be tied to a
13 City of Las Vegas bench mark. When more than one datum or bench
14 mark is used, a level loop shall be established between datums
15 and bench marks.

16 (2) CONSULTANT shall perform topographic survey
17 of areas not visible for aerial mapping, such as areas under the
18 I-515 freeway viaduct.

19 (3) CONSULTANT shall locate and station the back of
20 the curbs on both sides of the roadway within the people mover
21 corridor.

22 (4) CONSULTANT shall survey the location of
23 utility pipes, conduits, and similar equipment exposed by pot-
24 holing and record a description of the utility, such as the size,
25 material, and purpose.

26 (C) POTHoles

27 (1) CONSULTANT shall arrange, contract, coordinate
28 and pay for all necessary labor, equipment and materials for the
29 excavating, backfilling and repairing of the pavement which shall
30 be performed in accordance with the applicable CITY OF LAS VEGAS
31 ordinances, the Nevada Traffic Control Manual (latest edition),
32 the Uniform Standard Specifications for Public Works Construction

0117

1 for Offsite Improvements, Clark County Area, Nevada 1978,
2 and the applicable City of Las Vegas standard drawings. When
3 potholing is conducted within right of way controlled by the
4 Nevada Department of Transportation, CONSULTANT shall coordinate
5 and comply with all the requirements of the Nevada Department
6 of Transportation.

7 (2) CONSULTANT shall provide all necessary
8 control, supervision and coordination with the utility companies
9 and agencies in order to safeguard and protect utility pipes,
10 conduits, and other similar equipment from damages caused by the
11 CONSULTANT'S operation. Such control and coordination shall
12 include contacting any and all information services, such as
13 "Call Before You Dig" programs.

14 Any damage to property, utilities and any other
15 improvements caused as a result of the CONSULTANT'S operations
16 shall be repaired at the sole expense of the CONSULTANT.

17 (3) CONSULTANT shall provide geotechnical super-
18 vision of backfill and pavement placement to insure compaction
19 and materials are in compliance with the applicable ordinances
20 and standards described under Subsection (1) of this Section.

21 (4) CONSULTANT shall provide all required traffic
22 control and barricading equipment as well as flagmen.

23 (5) CONSULTANT shall excavate a minimum of 55
24 potholes however, additional potholes may be excavated by the
25 CONSULTANT, since it is the CONSULTANT'S responsibility to
26 accurately locate all utilities in the people mover corridor.

27 (D) AERIAL MAPPING

28 (1) CONSULTANT shall contract, arrange, coordin-
29 ate and pay for all labor, equipment and materials required to
30 furnish to the CITY OF LAS VEGAS the following items:

31 (a) Two sets of topographic/rectified aerial
32 photo maps of the people mover corridor inset on

0118

1 a 24" x 36" mylar plan and profile sheets.

2 Horizontal scale shall be 1 inch equals 20 feet
3 and the width of the aerial shall be approximately
4 240 feet as measured in the field. The maps shall
5 include elevation contours given at 1 foot inter-
6 vals of elevation.

7 (b) One mylar topographic/rectified aerial
8 photo map of the City of Las Vegas Downtown Area
9 bounded by Casino Center Boulevard/Veterans
10 Memorial Drive, Bonanza Road, Las Vegas Boulevard
11 and Stewart Avenue. The boundary streets shall
12 be shown, full width, right of way line to right
13 of way line, on the aerial map. The horizontal
14 scale shall be approximately 1 inch equals 40
15 feet and no contours shall be shown.

16 (c) Two sets of a mylar topographic/rectified
17 aerial photo map of the people mover corridor
18 terminus on the Cashman Field site. This aerial
19 map is not to be inset on a plan and profile sheet.
20 Horizontal scale shall be 1 inch equals 20 feet
21 with elevation contours shown at 1 foot intervals.

22 (d) A mylar rectified aerial photo map of
23 the entire Cashman Field site-County Assessor
24 Parcel Number 02-120-a03. The horizontal scale
25 shall be 1 inch equals 40 feet and no contours
26 shall be shown.

27 (e) A mylar topographic/rectified aerial
28 photo map showing the Reed Whipple Cultural Arts
29 Center and Park site, Clark County Assessors
30 Parcel Number 02-110-009 and the Parks and Recrea-
31 tion Administration Building and site (formerly
32 the Naval Reserve Center site), Clark County

1 Assessor Parcel Number 02-110-006. Horizontal
2 scale shall be 1 inch equal to 40 feet with
3 elevation contours shown at 1 foot intervals.

4 (f) A mylar rectified aerial photograph of
5 the area bounded by Stewart Avenue, Main Street,
6 Washington Avenue, and Thirteenth Street on a
7 24" x 36" sheet at an approximate scale of
8 1" = 200'; no contours will be shown.

9 (2) Prior to the preparation of the aerial maps,
10 the CONSULTANT shall provide to the City two sets of contract
11 prints of the aerial photo negatives for the purpose of delineat-
12 ing the desired land areas to be included in the aerial maps.
13 One set will be retained by the City of Las Vegas and one set of
14 contract prints will be forwarded to the CONSULTANT.

15 (3) CONSULTANT shall furnish to the CITY OF LAS
16 VEGAS negatives of all aerial photographic work.

17 (E) RECORD UTILITY DRAWINGS AND DOCUMENTATION

18 (1) CONSULTANT shall provide one copy of all
19 survey notes, field notes, test reports and calculations which
20 were recorded to accomplish the CONSULTANT'S obligation under
21 this Agreement. This shall include, but need not be limited to,
22 the following:

23 (a) Survey notes recording the stakeout of
24 horizontal and vertical controls.

25 (b) Topographic survey notes.

26 (c) Geotechnical test results and reports
27 for backfill and asphaltic concrete compaction
28 test, gradation analyses, etc.

29 (d) Survey notes recording the location,
30 size and description of utility pipes, conduits,
31 equipment, etc.

32 (2) Utilizing one set of aerial mylar maps

1 described in subsection D.1a and D.1c of Section 1, the CONSULTANT
2 shall accurately illustrate to scale, with the following informa-
3 tion contained thereon as a minimum:

4 (a) Survey base line and right of way line
5 fully dimensioned with distances and bearings.

6 (b) Back of curbs; manholes; telephone and
7 power poles; street light and traffic poles and
8 pull boxes; water meters and other appurtenances.

9 (c) Bench mark number, location and eleva-
10 tion; and north arrow.

11 (d) Legend table of symbols and abbrevia-
12 tions.

13 (e) Size, location and brief description
14 of utility.

15 (f) Locations where potholes were excavated.

16 (3) Aerial maps illustrating survey base line,
17 right of way alignment utility locations, etc. shall be prepared
18 under the direction of a registered land surveyor and shall be
19 appropriately certified by seal.

20 SECTION II: COMPENSATION AND MANNER OF PAYMENT

21 (A) FEE

22 The total fee for the services provided under Section I
23 shall be a lump sum in the amount of Seventy-Three Thousand Two
24 Hundred Two and 00/100ths Dollars (\$73,202.00). It is understood
25 and agreed by the parties that the CONSULTANT shall be obligated
26 to complete the performance of this Agreement despite having
27 reached the payment limits set forth herein.

28 (B) MANNER OF PAYMENT

29 (1) The CITY OF LAS VEGAS agrees to compensate
30 the CONSULTANT by paying the lump sum fee set forth above in
31 three payments. Based on the amount of work completed, the
32 CONSULTANT shall be paid in accordance with the following schedule:

<u>Percent Completed</u>	<u>Amount to be Paid</u>
40%	\$ 32,941.00
80%	32,941.00
100% and work accepted by the City of Las Vegas	<u>7,320.00</u>
	\$ 73,202.00

(2) Payment of the fees shall be due within 30 calendar days after date of invoice for the work completed.

SECTION III: TIME OF PERFORMANCE

Execution of this Agreement by the CITY OF LAS VEGAS constitutes authorization as of the date of execution for the CONSULTANT to proceed with the services under Section I. CONSULTANT agrees to complete the performance of this Agreement in forty-nine calendar days (49) from the date that written authorization to proceed is given by the CITY OF LAS VEGAS.

SECTION IV: INSURANCE

(A) CONSULTANT shall provide and maintain, during the existence of this Agreement for the protection of the CONSULTANT and the CITY OF LAS VEGAS, the following coverage:

(1) State Industrial Insurance System Insurance covering its full liability under the State Industrial laws of the State of Nevada as required by the State Industrial Insurance Commission, or equivalent coverage approved by the CITY OF LAS VEGAS.

(2) Automobile Liability Insurance with single limit coverage in the amount of \$500,000 for personal injury, death and property damage.

(3) Professional Liability Insurance (Errors and Omissions Coverage) in the amount of \$200,000 covering the negligent acts or omissions of the CONSULTANT committed during the performance of this Agreement. Said insurance shall be maintained in force and effect for five (5) years after the completed

1 project is accepted by the CITY OF LAS VEGAS.

2 (B) Prior to the commencement of this Agreement and as
3 a condition precedent thereto, the CONSULTANT will obtain the
4 insurance coverage required hereunder and will furnish Certifi-
5 cates of Insurance to the CITY OF LAS VEGAS demonstrating the
6 procurement of such insurance and will provide the CITY OF LAS
7 VEGAS with a copy of the appropriate sections of the policy.

8 (C) The insurance coverage required herein must be
9 written by a company which is acceptable to the CITY OF LAS
10 VEGAS and licensed to do business in the State of Nevada. The
11 Certificates of Insurance sent to the CITY OF LAS VEGAS must
12 contain a clause to the effect that cancellations, reductions or
13 restrictions shall not be made until thirty (30) days after
14 written notice to the CITY OF LAS VEGAS. In the event that any
15 of the insurance coverage required hereunder is cancelled,
16 reduced or restricted, the CITY OF LAS VEGAS reserves the right
17 to terminate this Agreement.

18 SECTION V: NOTICES

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

21 CITY OF LAS VEGAS: CITY OF LAS VEGAS
22 Director of Engineering Services
23 400 East Stewart Avenue
Las Vegas, Nevada 89101

24 CONSULTANT: SEA ENGINEERS
25 1405 Arville
Las Vegas, Nevada 89102

26 SECTION VI: ENTIRE AGREEMENT

27 Sections I through VI and the Supplemental Terms
28 (Exhibit "A") constitute the entire Agreement between the parties
29 hereto with respect to the matters covered thereby. All prior

30

31

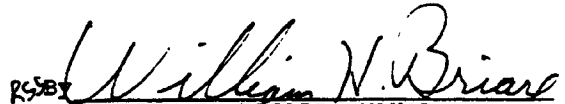
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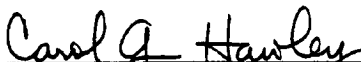
1 negotiations, representations and agreements with respect thereto
2 not incorporated in such Agreement documents are hereby cancelled.

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

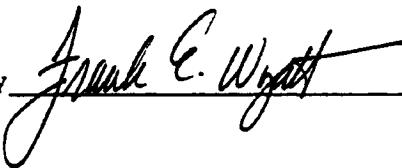
5 CITY OF LAS VEGAS, NEVADA
6 a Municipal Corporation

7 
8 WILLIAM H. BRIARE, MAYOR

9 ATTEST:

10 
11 Carol Ann Hawley, City Clerk

12
13 SEA, ENGINEERS, INC.

14
15 By 

16 ATTEST:

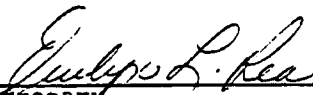
17 
18 Secretary

EXHIBIT "A"

SUPPLEMENTAL TERMS

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

SECTION I: COORDINATION

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

SECTION II: TERMINATION

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

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

SECTION III: DEFAULT

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

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

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

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

SECTION IV: OWNERSHIP OF DOCUMENTS

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

Notwithstanding this provision of this Section the CONSULTANT shall retain copyrights of his designs and these shall not be used for any other project without prior written consent and additional compensation.

SECTION V: INDEMNITY

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

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

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

SECTION VI: ASSIGNMENT

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

SECTION VII: WAIVER

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

SECTION VIII: DESIGNATION OF REPRESENTATIVE

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

SECTION IX: CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

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

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

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

SECTION X: CONSULTANT'S EMPLOYEES

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

SECTION XI: INDEPENDENT CONTRACTOR

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

SECTION XII: APPLICABLE LAW

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

SECTION XIII: COMPLIANCE WITH LAWS

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

SECTION XIV: SEVERABILITY

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

SECTION XV: PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XVI: PUBLICITY

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

SECTION XVII: ARBITRATION

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

B. It is further expressly agreed and understood between the parties that in the event the CITY OF LAS VEGAS is named as a party to any arbitration action arising out of, or resulting from, the construction of the Project, the CONSULTANT agrees and irrevocably consents, at the option of the CITY OF LAS VEGAS, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom and further irrevocably consents to the joinder, in any arbitration to which it is a party, of the contractor with respect to the Project.

None of the time provisions imposed under Subsection C and D apply to the joinder rights provided herein in such a way as to preclude the CITY OF LAS VEGAS from joining the CONSULTANT as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the Project.

C. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY OF LAS VEGAS within thirty (30) days after the claim, dispute or other matter arises. In order for the CITY OF LAS VEGAS to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CONSULTANT within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

D. The filing of the aforementioned written notice shall preserve that party's right to arbitrate, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of

any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

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

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

SECTION XVIII: CONFIDENTIALITY

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

SECTION XIX: SITE INSPECTION

CONSULTANT represents that it has inspected the location or locations of the Project and all data relating thereto, including, but not limited to, soil test reports and data, and location of adjacent structures and utilities, and has satisfied itself as to the condition thereof and that the CONSULTANT compensation as provided for in the Section entitled "Compensation" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A", is just and reasonable compensation for performance hereunder, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith.

SECTION XX: SUBCONTRACTS

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

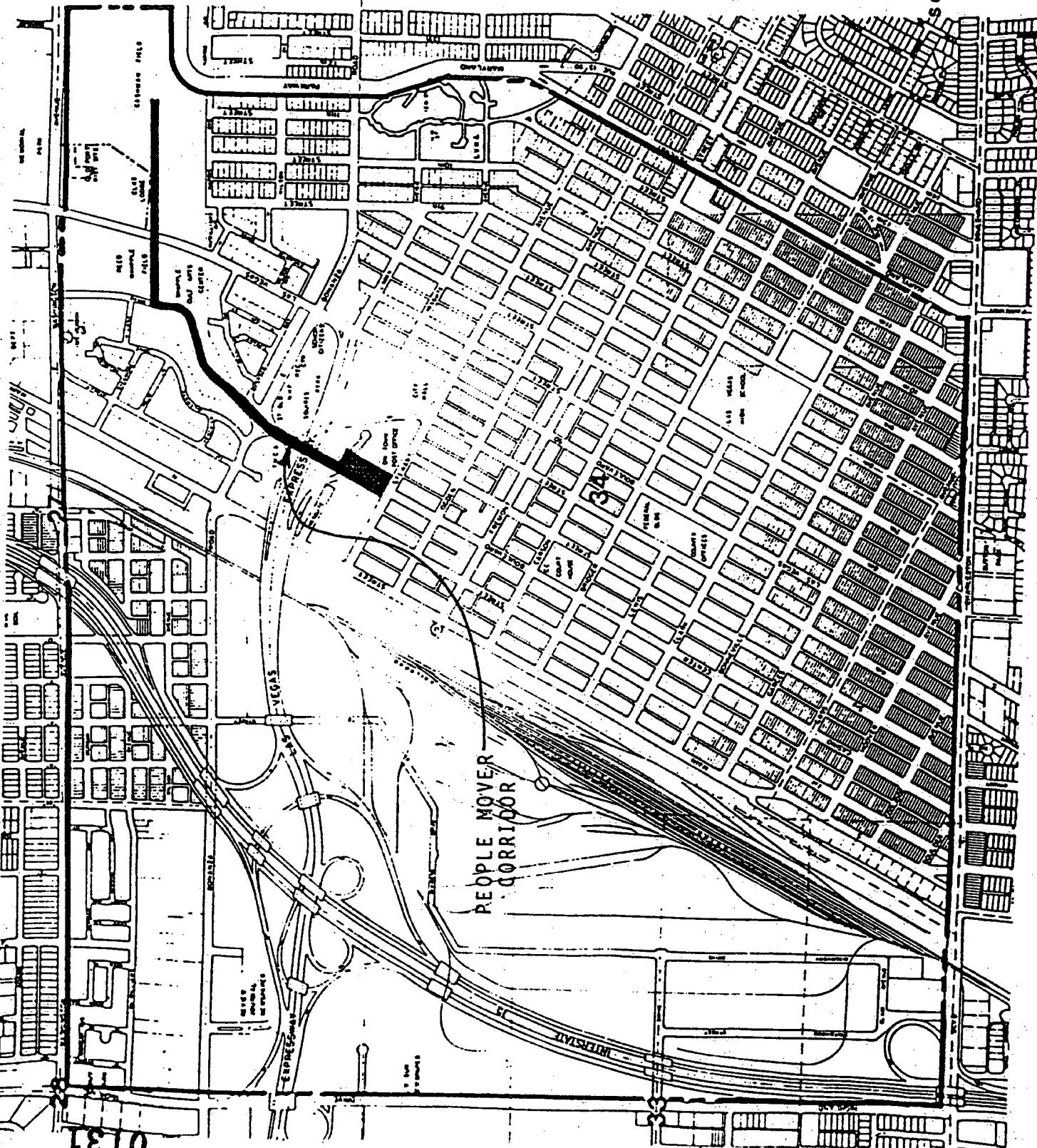
- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY OF LAS VEGAS, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY OF LAS VEGAS, and that if the CITY OF LAS VEGAS has paid the CONSULTANT for said subcontracted work, then the subcontractors only recourse is against the CONSULTANT and not against the CITY OF LAS VEGAS, either through the institution of legal or equitable action or the attachment of any lien;
- B. A provision that the subcontractors have no more rights against the CITY OF LAS VEGAS than that of the CONSULTANT;

- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement unless the CITY OF LAS VEGAS has approved any deviations, changes or modifications in writing; and
- D. A provision that the subcontractor will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the CONSULTANT as provided in Section IX of this Agreement.

SECTION XXI: MODIFICATION

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

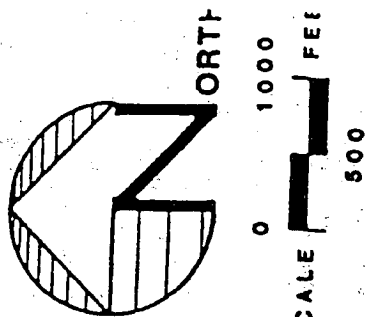
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PHASE 1

PEOPLE MOVER CORRIDOR

EXHIBIT B



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AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM

Council Action

Department Action

IV (h). DEPARTMENT OF DESIGN AND DEVELOPMENT
(Continued)

C. REPORTS/ACTION (Continued)

2. Approval of agreement for construction management services for the Metro Police Firing Range and Training Center.

Levy -
APPROVED Items 1
and 2 as recommended.
Unanimous

Staff to proceed

Tom Graham
appeared

APPROVED AGENDA ITEM

mp Coe

CITY COUNCIL MINUTES - JULY 5, 1984
City of Las Vegas

AGENDA DOCUMENTATION

Date: June 26, 1984

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TO: The City Council

FROM: MICHAEL P. COOL
DEPUTY CITY MANAGER

SUBJECT: APPROVAL OF AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE
METRO POLICE FIRING RANGE AND TRAINING CENTER

PURPOSE/BACKGROUND

Construction of the Metro Police Firing Range and Training Complex will soon begin. Design and construction contract documents were prepared by City Staff with the assistance of Western Technologies, Inc.

We requested and received a proposal from Western Technologies, Inc. to provide construction management services. The Department of Design and Development staff reviewed the proposal and found it acceptable. We have analyzed the manpower requirements to perform the work and recommend a force account agreement with a maximum fee allocation of \$33,000.

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

	City of Las Vegas General Fund
City of Las Vegas Construction Engineering Management:	\$ 1,000.00
Western Technologies, Inc. Construction Management:	33,000.00
Construction Cost:	<u>247,310.50</u>
Total	\$ 281,310.50

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

FISCAL IMPACT

\$33,000. Funds are available in the Sanitation Fund.

RECOMMENDATIONS

The Director of Design and Development recommends that the City Council authorize the Mayor to execute the agreement.

Agenda Item 7/5/84

IV (h). C. 2

1 CONTRACTING ENGINEER'S AGREEMENT

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

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

12 WHEREAS, CITY OF LAS VEGAS desires to have the Adminis-
13 trative Services and Quality Control Services performed on the
14 construction to be performed by the CITY OF LAS VEGAS' Contractor
15 for the project known as:

16 Metropolitan Police Firing Range and Training
17 Complex Phase I - ACCESS ROAD AND SITE ROUGH GRADING,
18 (hereinafter referred to as the "Project"); and

19 WHEREAS, the CITY OF LAS VEGAS desires to retain the
20 services of a consultant, WESTERN TECHNOLOGIES, INC., to provide
21 the Administrative Services and Quality Control Services herein-
22 after set forth for the purposes of:

- 23 1. On-site contract administration and documentation,
24 2. Construction inspection,
25 3. Construction materials testing,
26 4. Survey verification;

27 of the construction work as described in the contract specifica-
28 tions and contract drawings of the above mentioned Project.

29 NOW, THEREFORE, in consideration of the foregoing
30 premises, the parties hereto agree to the following terms,
31 conditions and covenants set forth in Sections I through VI
32 hereinafter provided and to the Supplemental Terms, Sections I

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1 through XXI, set forth in Exhibit "A", attached hereto and
2 incorporated hereinafter by this reference as a part of this
3 Agreement. As used hereinafter, the term "Agreement" refers both
4 to Sections I through VI and to the Supplemental Terms attached
5 hereto as Exhibit "A".

6 SECTION I: SERVICES OF CONSULTANT

7 (A) Administrative Services: Consultant agrees to
8 assume full responsibility of administering the contract awarded
9 by the City to the contractor for the Project which shall include
10 the following:

11 (1) Organizing and conducting the pre-construction
12 conference after contractor selection by the CITY
13 OF LAS VEGAS. Representatives of the CITY OF LAS VEGAS
14 and the contractor shall be in attendance. The agenda
15 shall be developed by the CONSULTANT'S project engineer
16 with input from the CITY OF LAS VEGAS.

17 (2) Assist, when necessary, the CITY OF LAS VEGAS
18 in interpreting the plans and specifications, including
19 all modifications or amendments thereto.

20 (3) Review progress pay estimates and final
21 payments to the contractors and recommend approval
22 or disapproval to the CITY OF LAS VEGAS.

23 (4) CONSULTANT, through its resident project
24 engineer, shall detail the progress of the Project
25 through written daily reports which will be provided
26 to the CITY OF LAS VEGAS on a weekly basis. In addition
27 to the daily reports, CONSULTANT through its resident
28 project engineer will provide weekly summaries of
29 quality control and material testing with approximate
30 stage of construction to the CITY OF LAS VEGAS. A
31 monthly report (with photos) will accompany the contractor's
32 pay estimate summarizing the stage of com-

1 pletion of the Project at that point in time.

2 (5) At the completion of the Project, CONSULTANT
3 shall provide to the CITY OF LAS VEGAS a binder con-
4 taining all of the material testing data resulting
5 from all quality control tests performed during the
6 course of the Project, as well as any written summaries
7 or analyses of said tests.

8 (6) Provide to the CITY OF LAS VEGAS all survey
9 check point rates and transmit the CONTRACTOR'S as-built
10 drawings after performance of the verification survey.

11 (7) Assume responsibility for contract adminis-
12 tration, including all documentation of contract
13 compliance, verification of quantities, verification
14 of pay estimates, processing of change orders for CITY
15 OF LAS VEGAS approval, and maintaining records and
16 documentation and verification of as-built drawings.

17 (8) Review all proposed changes in the Plans,
18 Specifications or other Contract Documents for the
19 purpose of recommending approval or disapproval of said
20 changes. CONSULTANT shall negotiate with the contractor
21 concerning said proposed changes.

22 (9) Issue, upon final completion of the Project,
23 a certificate of substantial completion warranting to
24 the CITY OF LAS VEGAS that it has performed each and
25 every duty and obligation on its part to be performed
26 under this Agreement and assuring to the CITY OF LAS
27 VEGAS that to the best of its knowledge, information
28 and belief, based upon its inspections and observations
29 during the course of such performance, the Project has
30 been constructed without defect or deficiency and
31 according to the Contract Documents, including the Plans
32 and Specifications, General and Special Conditions, or

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1 any modification or amendment thereof, approved by the
2 CITY OF LAS VEGAS.

3 (B) On-site Services: CONSULTANT agrees to assume
4 full responsibility for inspecting the Project which shall include
5 the following:

6 (1) Providing a project engineer, and a resident
7 inspector who will be responsible for the continuous
8 inspection of the construction work in progress to
9 determine if said work is proceeding according to the
10 Contract Documents, including the Plans and Specifica-
11 tions, General Conditions and Special Conditions, and
12 to protect the CITY OF LAS VEGAS against defects or
13 deficiencies in the work.

14 (2) Performs a final inspection, through its
15 resident project engineer, with the CITY OF LAS VEGAS,
16 of the completed Project and, if necessary, develop,
17 or assist in its development, a punch list of those
18 items remaining to be performed by the contractor in
19 order for the Project to be fully completed and
20 accepted by the CITY OF LAS VEGAS. CONSULTANT agrees
21 to perform any subsequent inspections, if so requested,
22 to determine if the punch list items have been com-
23 pleted by the contractor.

24 (3) Quality Control Services: Throughout the
25 course of the Project, and when determined by
26 CONSULTANT as necessary in order to assure the quality
27 of materials used for the construction, CONSULTANT
28 agrees to provide the following quality control services:

29 (a) CONSULTANT shall conduct whatever tests
30 are necessary of the subsurface soils in the
31 Project area to determine its suitability for the
32 proposed expansion and reconstruction.

1 (b) CONSULTANT shall also conduct whatever
2 tests are necessary of the materials used in con-
3 struction (including concrete) to determine its
4 suitability for use in the construction.

5 (c) The Contractor is responsible for provid-
6 ing survey services for the conduct of his work.
7 The CONSULTANT shall verify, after the fact, the
8 Contractor's line and grade stakeouts for the sole
9 purpose of determining the acceptance of the Con-
10 tractor's work. Contractor's as-built drawings will
11 be spot verified and transmitted to the CITY OF
12 LAS VEGAS, along with verification survey notes.

13 SECTION II:
14 COMPENSATION AND MANNER OF PAYMENT

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

17 (1) "Salary Expenses" are defined as the Hourly
18 Wage Rate for those employees utilized by the CONSULTANT
19 in the performance of this Agreement.

20 (2) "Hourly Wage Rate" is hereby defined to mean
21 the hourly wage paid to a particular employee and is
22 computed as follows: Current Annual Salary in dollars
23 ÷ 2080 hours. The current hourly wage rate schedule
24 for those employees anticipated by the CONSULTANT to
25 be utilized in the performance of this Agreement will
26 be on file with the Department of Engineering Services.
27 Any change in the Hourly Wage Rate schedule shall be
28 signed by the CONSULTANT and submitted for approval to
29 the Department of Engineering Services.

30 (3) "Direct Non-Salary Expenses" are as defined
31 on page 32 of the 1981 Edition of Manual 45 of the
32 American Society of Civil Engineers, a copy of which is

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1 attached hereto as Exhibit "B" and incorporated herein
2 by this reference as a part of this Agreement.

3 (B) Compensation Formula: It is agreed by the parties
4 hereto that the City shall compensate the CONSULTANT for the
5 services performed under this Agreement as follows: (1) The
6 salary expenses of those employees utilized in the performance
7 of this Agreement and paid as an expense by the CONSULTANT times
8 a multiplier of 2.65, plus (2) the direct non-salary expenses
9 incurred by the CONSULTANT times a multiplier of 1.05.

10 (C) Compensation Limitation: The amount of compensa-
11 tion to be paid to the CONSULTANT for the complete performance
12 of this Agreement shall not exceed THIRTY-THREE THOUSAND and
13 00/100THS DOLLARS (\$33,000.00) without prior written approval of
14 the CITY OF LAS VEGAS.

15 (D) Manner of Payment: CONSULTANT, as a prerequisite
16 to the obligation on the part of the CITY OF LAS VEGAS for pay-
17 ment of any compensation or expenses as herein provided, shall
18 submit to the CITY OF LAS VEGAS on a monthly basis invoices for
19 the services performed the preceding month. The invoice shall
20 detail the number of hours worked by the employee for whom the
21 CONSULTANT seeks compensation as a salary expense. Payment of
22 the fees provided for under Section II shall be due within
23 thirty (30) calendar days after date of monthly invoice for the
24 work completed during the preceding month.

25 SECTION III: TIME OF PERFORMANCE

26 Execution of this Agreement by the CITY OF LAS VEGAS
27 constitutes authorization as of the date of execution for the
28 CONSULTANT to proceed with the services under Section I. CON-
29 SULTANT agrees to complete the performance of the services in a
30 timely manner and in good faith. CONSULTANT agrees to complete
31 pay estimate documentation of the contractor in sufficient time
32 to City Council Agenda Documentation for award to the contractor.

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SECTION IV: INSURANCE

(A) CONSULTANT shall provide and maintain during the existence of this Agreement for the protection of the CONSULTANT and the CITY OF LAS VEGAS, the following insurance coverage:

(1) State Industrial Insurance System Insurance covering its full liability under the State Industrial laws of the State of Nevada as required by the State Industrial Insurance Commission, or equivalent coverage approved by the CITY OF LAS VEGAS.

(2) Automobile Liability Insurance, owned or non-owned automobiles, Three Hundred Thousand Dollars (\$300,000) each accident, combined single limit, with the CITY OF LAS VEGAS named as an additional insured party.

(3) Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) insuring against the negligent acts or omissions committed by the CONSULTANT in the performance of this Agreement. Said insurance shall be provided and maintained during the existence of this Agreement, and for two years after the date of acceptance by the CITY OF LAS VEGAS of the constructed Project.

(B) Prior to the commencement of this Agreement and as a condition precedent thereto, the CONSULTANT will obtain the insurance coverage required hereunder and will furnish Certificates of insurance to the CITY OF LAS VEGAS demonstrating the procurement of such insurance.

(C) The insurance coverage required herein must be written by a company acceptable to the CITY OF LAS VEGAS and which is licensed to do business in the State of Nevada. The Certificates of Insurance sent to the CITY OF LAS VEGAS must contain a clause to the effect that cancellations, reductions or restric-

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1 tions shall not become effective until thirty (30) days after
 2 written notice to the CITY OF LAS VEGAS. In the event that any of
 3 the insurance coverage required hereunder is cancelled, reduced
 4 or restricted, the CITY OF LAS VEGAS reserves the right to
 5 terminate this Agreement.

6 SECTION V: NOTICES

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

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

12 CONSULTANT: WESTERN TECHNOLOGIES, INC.
 13 300 West Boston Avenue
 Las Vegas, Nevada 89102

14 SECTION VI: ENTIRE AGREEMENT

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

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

22 CITY OF LAS VEGAS, NEVADA
 23 a Municipal Corporation,

24 By William H. Briare
 25 WILLIAM H. BRIARE, MAYOR

26 ATTEST:

27 Carol Ann Hawley
 28 Carol Ann Hawley, City Clerk

29 WESTERN TECHNOLOGIES, INC.

30 ATTEST:

31 By D. H. Lih
 32

EXHIBIT "A"

SUPPLEMENTAL TERMS

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

SECTION I: COORDINATION

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

SECTION II: TERMINATION

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

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

SECTION III: DEFAULT

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

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

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

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

SECTION IV: OWNERSHIP OF DOCUMENTS

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

Notwithstanding this provision of this Section the CONSULTANT shall retain copyrights of his designs and these shall not be used for any other project without prior written consent and additional compensation.

SECTION V: INDEMNITY

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

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

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

SECTION VI: ASSIGNMENT

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

SECTION VII: WAIVER

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

SECTION VIII: DESIGNATION OF REPRESENTATIVE

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

SECTION IX: CONSULTANT WARRANTIES

CONSULTANT represents and warrants:

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

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

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

SECTION X: CONSULTANT'S EMPLOYEES

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

SECTION XI: INDEPENDENT CONTRACTOR

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

SECTION XII: APPLICABLE LAW

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

SECTION XIII: COMPLIANCE WITH LAWS

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

SECTION XIV: SEVERABILITY

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

SECTION XV: PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XVI: PUBLICITY

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

SECTION XVII: ARBITRATION

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

B. It is further expressly agreed and understood between the parties that in the event the CITY OF LAS VEGAS is named as a party to any arbitration action arising out of, or resulting from, the construction of the Project, the CONSULTANT agrees and irrevocably consents, at the option of the CITY OF LAS VEGAS, to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom and further irrevocably consents to the joinder, in any arbitration to which it is a party, of the contractor with respect to the Project.

None of the time provisions imposed under Subsection C and D apply to the joinder rights provided herein in such a way as to preclude the CITY OF LAS VEGAS from joining the CONSULTANT as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the construction of the Project.

C. In order for the CONSULTANT to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CITY OF LAS VEGAS within thirty (30) days after the claim, dispute or other matter arises. In order for the CITY OF LAS VEGAS to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the CONSULTANT within sixty (60) days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.

D. The filing of the aforementioned written notice shall preserve that party's right to arbitrate, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of

any claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association within sixty (60) days after the filing of the Certificate of Substantial Completion with respect to the Project, and the failure to make such demand shall forever bar such claim, dispute or other matter from being arbitrated.

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

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

SECTION XVIII: CONFIDENTIALITY

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

SECTION XIX: SITE INSPECTION

CONSULTANT represents that it has inspected the location or locations of the Project and all data relating thereto, including, but not limited to, soil test reports and data, and location of adjacent structures and utilities, and has satisfied itself as to the condition thereof and that the CONSULTANT compensation as provided for in the Section entitled "Compensation" of the Agreement to which these Supplemental Terms are attached thereto as Exhibit "A", is just and reasonable compensation for performance hereunder, including all foreseen and foreseeable risks, hazards and difficulties in connection therewith.

SECTION XX: SUBCONTRACTS

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

- A. A provision that CONSULTANT agrees to pay the subcontractor when paid for that portion of the work by the CITY OF LAS VEGAS, that no liability arises on the part of the CONSULTANT to the subcontractor for payment of the subcontracted work until payment has been made by the CITY OF LAS VEGAS, and that if the CITY OF LAS VEGAS has paid the CONSULTANT for said subcontracted work, then the subcontractors only recourse is against the CONSULTANT and not against the CITY OF LAS VEGAS, either through the institution of legal or equitable action or the attachment of any lien;
- B. A provision that the subcontractors have no more rights against the CITY OF LAS VEGAS than that of the CONSULTANT;

- C. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Agreement unless the CITY OF LAS VEGAS has approved any deviations, changes or modifications in writing; and
- D. A provision that the subcontractor will obtain and maintain professional errors and omissions insurance coverage in connection with the subcontracted work in an amount equal to that required of the CONSULTANT as provided in Section IX of this Agreement.

SECTION XXI: MODIFICATION

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

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

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

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

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

The above expenses, which can seldom be determined in advance with any degree of accuracy, are reimbursed by the Client at actual invoice cost; a service charge of 10% to 15% is usually added.
4. *The Consulting Engineer's overhead*, which comprises a major portion of the compensation generated by the multiplier on

EXHIBIT "B"

AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM

Council Action

Department Action

IV (i) MUNICIPAL COURT
MARCIA WILSON, ACTING COURT
ADMINISTRATOR

10:59

A. CONTRACT TO DESIGN AND INSTALL
A COMPREHENSIVE CASE MANAGEMENT
SYSTEM.

Lurie -
APPROVED as recom-
mended.
Unanimous

Staff to proceed

APPROVED AGENDA ITEM

mp Core

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 22, 1984

0151

TO:
The City CouncilFROM: *Marcia Wilson*
Marcia Wilson,
Acting Court Administrator

SUBJECT: CONTRACT TO DESIGN AND INSTALL A COMPREHENSIVE CASE MANAGEMENT SYSTEM.

PURPOSE/BACKGROUND To plan and coordinate all aspects of the Court's automated system and to act as liason between the Court and the City Computer department. Tasks include analyzing different Court needs in order to determine if an automated system will satisfy the specific Court need. If automation is necessary - to design; write specifications; test and de-bug the programming; write procedural manuals and train Court personnel on the automated system.

This is the second year that the Court is requesting a consultant position. Tasks accomplished in the previously contracted period included: training on all existing modules of the Court automated system for Court selected employees; maintenance and enhancements to all existing modules of the Court automated system; new system development of - criminal case tracking, summons ordering and printing, bail postings report, print of screens and Failure to Appear and Bench Warrant ordering and printing; preliminary design, specifications and testing for attorney screen and installment screen; contempt case tracking and the change-go-to function.

Tasks scheduled for this coming year include: maintenance and enhancements to all existing modules in the Court automated system; completion of the attorney and installment screens; contempt tracking and change-go-to function; new development of a history, a revenue, and a statistical automated system for the Court; additional training of Court personnel on new and existing elements in the automated system.

FISCAL IMPACT

1. Consultants salary - \$24,700 + SIIS (\$570) - no other benefits

RECOMMENDATIONS

Recommend renewing contract to continue programming and implementation of the Court's automated system.

Agenda Item

IV(i) A.

CONTRACT BETWEENCITY OF LAS VEGASANDDIANE M. ZAMMITO

THIS AGREEMENT made and entered into this 1st day of July, 1984,
by and between City of Las Vegas, a municipal corporation of the State of
Nevada (hereinafter referred to as the "CITY"), and Diane M. Zammito
(hereinafter referred to as "ZAMMITO").

WITNESSETH:

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

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

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

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

SECTION ONEGENERAL PROVISIONS

ZAMMITO will provide assistance to the CITY in the development,
design and implementation of Court Automated System(s), including an
Automated Court Case Management System. The assistance to be provided is
outlined under Section Two - Performance.

SECTION TWOPERFORMANCE

A. The CITY and ZAMMITO mutually agree that the services

....

1 outlined below shall begin July 1, 1984 and shall terminate
2 June 30, 1985, unless terminated sooner pursuant to the provi-
3 sions of Section Three hereof.

- 4 P. ZAMMITO, acting as a consultant for the Office of the Court
5 Administrator and the Department of Finance and Computer
6 Services, will be responsible for the development of a
7 detailed outline of the goals, tasks and objectives as agreed
8 upon by the Office of the Court Administrator, and the
9 Department of Finance and Computer Services.
- 10 C. ZAMMITO will prepare detailed written material on procedures,
11 terms and effects of the Court Automated System(s) and will
12 present this information to the Court Administrator and the
13 Department of Finance and Computer Services.
- 14 D. ZAMMITO will further assist in the preparation of a project
15 management reporting system for the CITY by developing written
16 guidelines for a project plan which will define tasks, priori-
17 tize design stages, and monitor project progress.
- 18 E. ZAMMITO will assist in performing a comprehensive analysis of
19 the Court Automated System(s) that would be applicable for the
20 CITY'S needs. ZAMMITO will make written recommendations and
21 verbal presentations which would be most applicable to the
22 goals, tasks and objectives agreed upon by the Court
23 Administrator and the Department of Finance and Computer
24 Services.
- 25 F. ZAMMITO will assist in the analysis of an appropriate interim
26 method for the maintenance of system(s) during entry of
27 pending caseload and information not currently accessible by
28 the Department of Finance and Computer Services.
- 29 G. Zammito will instruct and participate in training of
30 Court/CITY personnel on the automated system(s).
- 31 H. ZAMMITO will perform on-site activities for a minimum of eight
32 (8) hours per week for the period of this contract.

- 1 I. ZAMMITO will submit recommendations in writing throughout the
2 course of analysis, systems design, training and implemen-
3 tation of the Court Automated System(s).

4 SECTION THREE

5 RIGHT OF TERMINATION

6 The CITY and ZAMMITO mutually agree that this contract and the
7 rights and obligations thereunder may be terminated by either party, without
8 cause, through written notice to the other party of no less than ten (10)
9 days prior to either party's intended termination of the contract.
10 ZAMMITO'S right to compensation, as hereinafter provided, shall terminate as
11 of the effective date of such termination.

12 SECTION FOUR

13 PAYMENT FOR PERFORMANCE

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

17 1. Twenty-six (26) equal payments of \$950.00 to be scheduled con-
18 sistent with the approval and processing procedures of the CITY, Department
19 of Finance and Computer Services.

20 2. Payments to be processed only on the written approval of the
21 Court Administrator, upon review of progress and completion of work during
22 each work period.

23 3. Total payment for the full term of this contract shall be
24 \$24,700.00.

25 4. Should this contract terminate prior to June 30, 1985, payment
26 shall be made on a proportionate basis with the written approval of the
27 Court Administrator.

28 SECTION FIVE

29 AMENDMENTS

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

32 . . .

0155

SECTION SIXNON-ASSIGNABILITY

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

SECTION SEVENCOMPLIANCE WITH STATUTES, ORDINANCES AND REGULATIONS

The CITY and ZAMMITO mutually agree that all of the terms and conditions of this contract and agreement shall be in complete accord with all State or City Statutes, Ordinances and Regulations now in effect or hereinafter adopted governing the legality of such contracts.

IN WITNESS WHEREOF, the parties have executed the contract this

5th day of July, 1984.

CITY OF LAS VEGAS

By William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol A. Hawley
Carol Ann Hawley, City Clerk

Diane M. Zammito
DIANE M. ZAMMITO

AGENDA*City of Las Vegas***0156**

July 5, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

Page 22

PHONE 386-6011

ITEM

Council Action

Department Action

V. GEORGE F. OGILVIE - CITY ATTORNEY

11:00

A. Regional Transportation Commission Supplemental Cooperative Agreement No. 116a provides additional funding for right-of-way acquisition and to extend the completion date of the original Cooperative Agreement of Desert Inn Road between Paradise Road and Mojave Road

Lurie -
APPROVED Agreement
Unanimous

Staff to proceed

11:00

B. Annexation Resolution A-8-84

Property Located: Northwest and southwest corners of Lake Mead Boulevard and Torrey Pines Drive

Petitioned by: Farley M. Anderson, Jr., et al.

Acreage: Approximately 33 acres

Zoned: R-E (County classification)
N-U (City equivalent)

Lurie -
ADOPTED Resolution
Unanimous

Staff to proceed

NOTE: There will be a public hearing on this item at the 8/15/84 meeting.

11:01
to
11:30

C. Interlocal Agreement to Provide Clark County with Animal Care and Control Center Services (with Revisions Approved by District Attorney's Office)

Levy -
Motion directing Clark County to advise the City Council by their August 1, 1984 meeting their position as relating to Items C, D and E carried unanimously

8/1/84 Agenda

Pat Mulroy, Asst. to County Mgr., appeared.

Dr. Leslie William appeared on behalf of the City.

NOTE: A verbatim transcript made a part of the final minutes.

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 29, 1984

TO: The City Council

FROM: *Shirley A. Gilman*
CITY ATTORNEY

0157

SUBJECT: Regional Transportation Commission Supplemental Cooperative Agreement No. 116a - Desert Inn Road between Industrial Road and Rainbow Boulevard

PURPOSE/BACKGROUND

In July of 1983, the participating members of the Clark County Regional Transportation Commission entered into Cooperative Agreement No. 116 which provides for the preliminary engineering and design, the preparation of right-of-way drawings and descriptions and the acquisition of the required real estate title reports and appraisals in connection with roadway improvements in Desert Inn Road between Industrial Road and Rainbow Boulevard. Since this project lies wholly within the unincorporated area of Clark County, it has been agreed that it will be administered and paid for exclusively by the County, subject to reimbursement by the Regional Transportation Commission.

The supplemental agreement which is before you provides for the acquisition of the rights-of-way which are necessary for this project, at a cost of not to exceed \$150,000, increases the total amount which may be reimbursed thereunder to \$343,200 and extends the time for the completion of the project from April 29, 1984 to January 1, 1986.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that Reional Transportation Commission Supplemental Cooperative Agreement No. 116a be approved and that the Mayor be authorized to execute the same on behalf of the City of Las Vegas.

Agenda Item

V-A

#116a

SUPPLEMENTAL COOPERATIVE AGREEMENT
DESERT INN ROAD/PARADISE ROAD TO MOJAVE ROAD

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

WHEREAS, during June and July, 1983, the COUNTY, the City of Henderson, the City of North Las Vegas, and the City of Las Vegas entered into a Cooperative Agreement to fund preliminary engineering, design and right-of-way appraisals for Desert Inn Road between Paradise Road and Mojave Road; and

WHEREAS, the preliminary engineering has now been completed and right-of-way appraisals have been secured, and it is desired to provide additional funding for the right-of-way acquisition for the project and to extend the completion date of the original Cooperative Agreement.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and promises hereto, the Regional Transportation Commission of Clark County agrees to modify the original Cooperative Agreement as follows:

The third paragraph of SECTION II - PROJECT COSTS of the Agreement shall be changed to read as follows:

3. Acquisition of right-of-way necessary for the project at the appraisal value and not to exceed \$150,000.00, unless condemnation is necessary in which case reimbursement will be made in the amount of the award.

The following paragraph shall be added to SECTION II - PROJECT COSTS:

4. The total cost of this Agreement shall not exceed \$343,200, which includes all the above items and all of the items in the original agreement.

The second paragraph of SECTION III - GENERAL of the Agreement shall be changed to read as follows:

2. The COUNTY is responsible for the design, right-of-way acquisition and construction of the project, however, the COUNTY may use the services of private consultants to assist in accomplishing this work.

The fourth paragraph of SECTION III - GENERAL of the Agreement shall be changed to read as follows:

4. The items covered by this Supplemental Cooperative Agreement must be completed to the satisfaction of the Regional Transportation Commission of Clark County prior to January 1, 1986, except actions involving securing fee title to properties to be acquired for this project. The Regional Transportation Commission may at any time thereafter approve time extensions, or terminate this Agreement and require all funds advanced to the COUNTY to be repaid.

The remainder of the Agreement remains unchanged.

APPROVED AS TO LEGALITY AND FORM:

Melvin R. Whipple
MELVIN R. WHIPPLE
Deputy District Attorney

Date of Commission Action:

June 5, 1984

CLARK COUNTY

By:

Thalia M. Dondero
THALIA DONDERO, Chairman 6/5/84

ATTEST:

Loretta Bowman
LORETTA BOWMAN, County Clerk

Date of Council Action:

July 2, 1984

CITY OF HENDERSON

By:

Leroy Zike
LEROY ZIKE, Mayor

ATTEST:

Dorothy G. Gordenbrink
DOROTHY GORDENBRINK, City Clerk

CITY COUNCIL MINUTES - JULY 5, 1984
CITY OF NORTH LAS VEGAS

Date of Council Action:

July 5, 1984

By:

James Seastrand
JAMES SEASTRAND, Mayor

0160

ATTEST:

Eileen M. Sevigny
ESTHER BORDEN, City Clerk

BY: Eileen M. Sevigny, Chief Deputy City Clerk

Date of Commission Action:

July 5, 1984

CITY OF LAS VEGAS

By:

William H. Briare
WILLIAM H. BRIARE, Mayor

ATTEST:

Carol A. Hawley
CAROL ANN HAWLEY, City Clerk

City of Las Vegas

CITY COUNCIL MINUTES - JULY 5, 1984

AGENDA DOCUMENTATION

Date: June 21, 1984

0161

TO:
The City Council

FROM:
Val Steed *Val Steed*
Deputy City Attorney

SUBJECT: Annexation Resolution A-8-84

PURPOSE/BACKGROUND

The attached resolution begins the annexation process for certain real property, directs the City Clerk to give notice of public hearing, sets public hearing and directs the Director of Engineering Services and Director of Community Planning and Development to prepare certain maps.

The following is pertinent information:

Annexation No.:	A-8-84
Property Located:	Northwest and southwest corners of Lake Mead Boulevard and Torrey Pines Drive
Petitioned By:	Farley M. Anderson, Jr., et al. 712 Glen Abbey Circle Las Vegas, NV 89107
Acreage:	Approximately 33 acres
Zoned:	R-E (County classification) N-U (City equivalent)

FISCAL IMPACT

RECOMMENDATIONS

It is recommended that the City Council take the appropriate steps to adopt the attached resolution.

Agenda Item

V-B

R E S O L U T I O N

WHEREAS, the City Council of the City of Las Vegas, Nevada deems it appropriate and in the best interests of the public health, safety, welfare, and convenience that certain territory hereinafter described that is contiguous to the City of Las Vegas be annexed thereto:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 5th day of July, 1984:

1. That it is the intention of the said Council to annex to the City of Las Vegas the following described real property.

That portion of the West Half (W 1/2) of Section 23, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

COMMENCING at the North Quarter (N 1/4) corner of said Section 23; thence along the North-South centerline of said Section 23, South 00°26'01" West a distance of 1673.34 feet to the Northeast corner of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 23, said Northeast corner being the TRUE POINT OF BEGINNING; thence continuing along said North-South centerline, South 00°26'01" West a distance of 2335.73 feet to the Southeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 23; thence along the South line of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), North 89°26'33" West a distance of 550.00 feet to the East line of that certain parcel of land annexed to the City of Las Vegas under C.L.V. Ordinance Number 2046; thence along the East line of said annexed parcel, North 00°26'01" East a distance of 1334.01 feet to the East-West centerline of said Section 23; thence along said East-West centerline, North 89°12'19" West a distance of 299.68 feet to the Southwest corner of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 23; thence along the West line of said East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), North 00°16'27"

1 East a distance of 334.99 feet to the North
2 line of the Southeast Quarter (SE 1/4) of the
3 Southwest Quarter (SW 1/4) of the Southeast
4 Quarter (SE 1/4) of the Northwest Quarter (NW 1/4)
5 of said Section 23; thence along the North line
6 of said Southeast Quarter (SE 1/4) of the South-
7 west Quarter (SW 1/4) of the Southeast Quarter
8 (SE 1/4) of the Northwest Quarter (NW 1/4), South
9 89°11'02" East a distance of 170.12 feet to the
10 West line of the East Half (E 1/2) of the South-
11 east Quarter (SE 1/4) of the Northwest Quarter
12 (NW 1/4) of said Section 23; thence along the
13 West line of said East Half (E 1/2) of the South-
14 east Quarter (SE 1/4) of the Northwest Quarter
15 (NW 1/4), North 00°18'22" East a distance of
16 669.85 feet to the Northwest corner of the South
17 Half (S 1/2) of the Northeast Quarter (NE 1/4)
18 of the Southeast Quarter (SE 1/4) of the North-
19 west Quarter (NW 1/4) of said Section 23; thence
20 along the North line of said South Half (S 1/2)
21 of the Northeast Quarter (NE 1/4) of the Southeast
22 Quarter (SE 1/4) of the Northwest Quarter (NW 1/4),
23 South 89°08'30" East a distance of 682.00 feet
24 to the TRUE POINT OF BEGINNING.

25 2. That said City Council shall meet on Wednesday,
26 August 15, 1984, at the hour of 2:00 o'clock p.m. in the Council
27 Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada,
28 to conduct a public hearing on the question of such annexation.

29 3. That the City Clerk be, and she hereby is, directed
30 to give notice of such public hearing by publication thereof
31 at least three (3) times in the LAS VEGAS SUN, a newspaper
32 published in the City of Las Vegas and of general circulation
33 in the above-described territory; the first publication to be
34 at least twenty (20) days prior to the said August 15, 1984, and
35 not less than six (6) days shall intervene between the first
36 publication and the last publication, and by mailing notice thereof
37 by certified mail, return receipt requested, to each record owner
38 of real property within the said described territory, said notice
39 to be mailed at the time of the first publication thereof. Said
40 notice shall be in substantially the same form as attached
41 hereto as Exhibit "A".

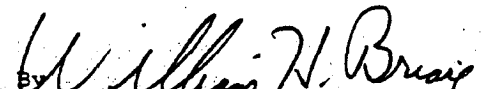
42 4. That the Director of Engineering Services and the
43 Director of Community Planning and Development are hereby directed

1 to prepare and submit to the said City Council of the City of
2 Las Vegas, on Wednesday, July 18, 1984, a report setting forth
3 plans for the extension into said described territory all major
4 municipal services presently furnished by the City of Las Vegas
5 to its residents and citizens, which report shall include, but
6 not be limited to:

- 7 A. An accurate map or plat of the territory
8 proposed to be annexed, prepared under the
9 supervision of a competent surveyor or
10 engineer;
- 11 B. A map or maps of the City and the adjacent
12 territory to show the following information:
13 (1) The present and proposed boundaries of
14 the City;
15 (2) The present streets and sewer interceptors
16 and outfalls;
17 (3) The proposed extension of the present
18 streets and sewer interceptors and outfalls;
19 (4) The present and proposed general land use
20 pattern into the territory proposed to
21 be annexed.
- 22 C. A statement showing that the territory proposed to
23 be annexed is eligible for annexation under
24 N.R.S. 268.570 to 268.608, inclusive.

25 PASSED, ADOPTED and APPROVED this 5th day of July, 1984.

27 APPROVED:

28 
29 WILLIAM H. BRIARE, Mayor

31 ATTEST:

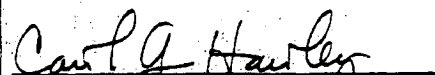
32 
Carol Ann Hawley, City Clerk

EXHIBIT "A"

NOTICE OF HEARING ON QUESTION OF ANNEXATION OF
TERRITORY WITHIN PROPOSED LAS VEGAS, NEVADA, BY ANNEXATION
A-8-84:

NOTICE IS HEREBY GIVEN to the property owners within the area proposed to be annexed into the City of Las Vegas, Nevada, by Annexation A-8-84 that:

1. The City Council of the City of Las Vegas, Nevada, has by Resolution duly passed, adopted and approved on the 5th day of July, 1984, declared its intention to annex to said City the territory generally located on the northwest and southwest corners of Lake Mead Boulevard and Torrey Pines Drive.

The territory proposed to be annexed is more particularly described as follows:

That portion of the West Half (W 1/2) of Section 23, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, described as follows:

COMMENCING at the North Quarter (N 1/4) corner of said Section 23; thence along the North-South centerline of said Section 23, South 00°26'01" West a distance of 1673.34 feet to the Northeast corner of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 23, said Northeast corner being the TRUE POINT OF BEGINNING; thence continuing along said North-South centerline, South 00°26'01" West a distance of 2335.73 feet to the Southeast corner of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of said Section 23; thence along the South line of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), North 89°26'33" West a distance of 550.00 feet to the East line of that certain parcel of land annexed to the City of Las Vegas under C.L.V. Ordinance Number 2046; thence along the East line of said annexed parcel, North 00°26'01" East a distance of 1334.01 feet to the East-West centerline of said Section 23; thence along said East-West centerline, North 89°12'19" West a distance of 299.68 feet to the Southwest corner of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 23; thence along the West line of said East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), North 00°16'27" East a distance of 334.99 feet to the North line of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 23; thence along the North line of said Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), South 89°11'02" East a distance of 170.12 feet to the

West line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 23; thence along the West line of said East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), North 00°18'22" East a distance of 669.85 feet to the Northwest corner of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 23; thence along the North line of said South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4), South 89°08'30" East a distance of 682.00 feet to the TRUE POINT OF BEGINNING.

2. That said City Council shall meet on Wednesday, August 15, 1984, at the hour of 2:00 o'clock p.m. in the Council Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, to conduct a public hearing on the question of such annexation.

3. That a report setting forth the plans for the extension into said territory of all major municipal services presently furnished by the City to its residents and citizens will be available for examination by the public in the Office of the City Clerk, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, twenty (20) days prior to the date of the public hearing. Such report shall include:

A. An accurate map or plat of the territory proposed to be annexed, prepared under the supervision of a competent surveyor or engineer;

B. A map or maps of the City and the adjacent territory to show the following information:

- (1) The present and proposed boundaries of the City;
- (2) The present streets and sewer interceptors and outfalls;
- (3) The proposed extension of the present streets and sewer interceptors and outfalls;
- (4) The present and proposed general land use pattern into the territory proposed to be annexed.

C. A statement showing that the territory proposed to be annexed is eligible for annexation under N.R.S. 268.570 to 268.608, inclusive.

4. The following is a list of the names and addresses of all record owners of real property within the said described territory and proposed to be annexed hereunder:

<u>NAME & ADDRESS</u>	<u>PARCEL NUMBER</u>
Farley M. Anderson, Jr., Trs 712 Glen Abbey Circle Las Vegas NV 89107	300-620-003
Bodell, Maude C. F. Tr Bodell, Maude Cameron Fulcher Trs 5737 Eldora Avenue Las Vegas, NV 89102	300-620-004
Las Vegas Valley Water District 3700 W. Charleston Boulevard Las Vegas, NV 89102	300-610-010

5. Any record owner of real property within the said described territory may appear and be heard either in favor of or in protest of the proposed annexation at such public hearing and/or may file with the City Clerk a written protest of such annexation at any time within fifteen (15) days after the conclusion of said public hearing.

Unless a majority of the property owners in the territory proposed to be annexed protest such annexation either orally or in writing at the public hearing or in writing within fifteen (15) days after the conclusion of such public hearing, the City Council shall have authority to adopt an ordinance extending the corporate limits of the City of Las Vegas to include all or any part of the territory described in this Notice.

By ORDER of the City Council of the City of Las Vegas,
Nevada.

DATED this 5th day of July, 1984.


CAROL ANN HAWLEY, CITY CLERK

City of Las Vegas

0168

AGENDA DOCUMENTATION

Date: June 27, 1984

TO: The City Council

FROM: *[Signature]*
CITY ATTORNEY

SUBJECT: Interlocal Agreement to Provide Clark County with Animal Care and Control Center Services

PURPOSE/BACKGROUND

At its meeting which was held on Wednesday, April 18, 1984, the City Council approved an interlocal agreement between the City and Clark County which sets forth the various services which the City of Las Vegas will provide to Clark County through its Animal Care and Control Center. Under the proposed Cooperative Agreement among the City, Clark County and North Las Vegas which provides for the contribution by the County and North Las Vegas to the costs of the expansion of the Animal Care and Control Center, the City agrees to provide these services to the County for a minimum period of 10 years.

The proposed agreement has been submitted to the County for review, and the revisions which are indicated in the draft which is before you have been agreed to by the District Attorney's Office.

FISCAL IMPACT

This agreement will generate revenues of sufficient amount to offset the costs of providing Animal Shelter services to Clark County.

RECOMMENDATIONS

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

Agenda Item

V-C

TRANSCRIPT - LAS VEGAS CITY COUNCIL MEETING - JULY 5, 1984
V- C, D & E - INTERLOCAL AGREEMENTS - CITY OF LAS VEGAS, CLARK COUNTY & CITY
OF NORTH LAS VEGAS RE ANIMAL CARE & CONTROL SERVICES AND EXPANSION

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MAYOR BRIARE: Next, Mr. Ogilvie.

CITY ATTORNEY OGILVIE: The next are old friends of the Council, C, D and E, dealing with the cooperative agreements with respect to the Animal Care and Control Services. There's been no change that I'm aware of since this matter was before you on the June 6th Agenda.

COUNCILMAN LURIE: Pat lost again. (Laughter)

PAT MULROY: This is my favorite subject.

COUNCILMAN LEVY: Here's the whipping dog coming up.

COUNCILMAN NOLEN: Whipping dog?

PAT MULROY: Good morning, Mr. Mayor and Council.

COUNCILMAN CHRISTENSEN: Nobody get your guns out so we shoot the messenger.

PAT MULROY: That's right. I was going to go and rent a suit of armour for today. Before I start, I'd like to distribute to the Council the report that we submitted to the County Commission prior to Tuesday's meeting breaking out the numbers just supposing. This -- when reading this, this is in terms of the County's vantage on this. So let me distribute this first. (Hands the Council papers as described.)

COUNCILMAN LEVY: Can I ask a real quick question?

PAT MULROY: Sure.

COUNCILMAN LEVY: When are you guys planning -- how long is it going to take you to get in your new facility?

COUNCILMAN CHRISTENSEN: You never asked a quick question in your life.

PAT MULROY: Pardon?

COUNCILMAN LEVY: How long is it going to take you to get in that facility?

PAT MULROY: Which facility?

COUNCILMAN LEVY: Well, the one out there. The one you're going to go out to.

PAT MULROY: (Ms. Mulroy's response is not clear on tape.)

COUNCILMAN NOLEN: Ms. Mulroy, has our staff been previously furnished with this?

PAT MULROY: I think Mr. Hayes picked up a copy when he was at the Commission meeting on Tuesday.

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COUNCILMAN LEVY:

You can't pay the utilities at these numbers, lady?

PAT MULROY:

Just a minute. Let me finish. When we were looking at the Animal Shelter, you, the Council, allowed us until today to bring in an architect from the National Humane Society to examine the use of the shelter out on Dewey and do a feasibility study on it. The architect came in on June 19th and 20th and he provided us a listing of those things that are deficient at the facility that must be upgraded to bring the facility into a usable condition. We applied numbers to those subsequent to that date through our engineers and came up with a -- and again, I have to say it's rough because given the time constraints -- of approximately Three Million to bring the entire facility up to par. The two alternatives facing the County were, as you know, going with the City and expanding your shelter, or doing something utilizing the Dewey Shelter. When we started to put numbers to it, it came out to this. In order to go with the City's alternative, we know we have to obligate the General Fund, the County General Fund, to the tune of both the capital money to expand it, and the O and M money to operate the shelter. The total combined cost, given a 15% margin of error on the estimates and an anticipated 6% inflation factor for the next fiscal year alone, would have been an obligation to the General Fund of \$659,000. If we went and bought the Dewey Shelter, the County would buy the shelter, would do the upgrades. That could then be financed through short-term financing. The District Attorney has told us in no uncertain terms that it is illegal for the County to use financing to build City capital. Therefore, that is not an option for us. So to free the obligation to the General Fund, the only other alternative would be to purchase the facility at Dewey, finance that over the same five-period that your City is proposing to finance the shelter -- the expansion of your existing shelter. One was a short-term alternative, which is yours. The proposal we got was based on a 1987 estimated capacity for your shelter, which means we have a three year life to where -- this is what the capacity of that shelter is expected in 1987. Out of capacity, the shelter is supposed to be in 8 to 10 years. By purchasing the Dewey facility, we would have an estimated life of 20 to 30 years. Yes, I know what you're going to say. It is an overly large facility for our needs at the moment. However, the way the building is structured it is possible not to utilize the entire

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- PAT MULROY: building at once. You only need one portion of one pod. You can open it incrementally.
- COUNCILMAN LEVY: No, you can.
- PAT MULROY: "You" is a generic "You," excuse me. "You" is a generic "You," okay? You would open the facility incrementally and only use as much of the facility as you would need, thereby keeping intact your utility bills and your manpower needs. What the County Commission did on Tuesday was to say they would like to pursue with the City Council discussions on the Dewey facility. They would like the City Council to appoint a sub-committee and talk to the County Commission on the possibility of utilizing the facility on the parameters that we would purchase the facility at Dewey, we would do the upgrades, we would pay for the entire operation and maintenance and would contract with the City on an interlocal agreement basis for management services of that shelter because the County Commission and staff feel very strongly that animal shelter services in the valley should not be fabricated. It doesn't make any sense for various entities to be providing the same service when economies to scale will tell you that it is far more efficient if we do it all in one.
- COUNCILMAN LEVY: We thought we were.
- PAT MULROY: That's the proposal.
- COUNCILMAN LEVY: We thought we were doing it all in one. We thought we were doing a pretty good job of it.
- PAT MULROY: You are doing an excellent job.
- COUNCILMAN LURIE: So why change?
- PAT MULROY: We're not saying change. We're saying instead of -- it's merely giving us --
- COUNCILMAN LEVY: Let me ask you, Six Million Dollars, where are you going to get the Six Million did you say?
- PAT MULROY: Short-term financing.
- COUNCILMAN LEVY: That means you're going to obligate the city people too, right?
- PAT MULROY: Absolutely!

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- COUNCILMAN LEVY: And if we don't go, you're not going to be able to get short-term financing, are you?
- PAT MULROY: That's not true. We can short-term finance and retire on the County-wide debt rate.
- COUNCILMAN LEVY: Do you mean the citizens of the city of Las Vegas will be paying for two shelters then?
- PAT MULROY: That's correct.
- COUNCILMAN LEVY: I don't think that would be too smart.
- MAYOR BRIARE: They've already got one, they've already got one.
- PAT MULROY: The reason, the short-term financing does not create an increase in the tax rate.
- COUNCILMAN LEVY: I'm not talking about an increase. I'm talking about us, the citizens of the city of Las Vegas, paying for two animal shelters. I don't believe that would be feasible.
- PAT MULROY: The capital cost. Now, the operation we would be paying. See, if we went this alternative, the City would not have to provide the capital expansion of the shelter at Mojave and the city residents would merely be paying for the O&M at the shelter at Mojave; whereas, the county residents would be paying for the operation and maintenance of the shelter at Dewey.
- COUNCILMAN LURIE: I think the one thing you have to look at is that we're going to end up saving the taxpayers of the city of Las Vegas a lot of money, just like we did with the wastewater treatment plant because you're going to get into that facility -- it seems strange that all of a sudden the County is trying to put us in an embarrassing situation that we can't run a good Animal Control Center and that they don't want to come into our center, they want to open up their own, and they want to provide all those services. I really don't think that that can happen. I think we run an efficient Animal Control Center and I think the County looked into purchases that the cost that you're mentioning, the Six Million Dollars, the operating cost is astronomical to operate that facility and I don't think that the County wants to get involved with that particular center. I think they're just doing another delay tactic and they're

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COUNCILMAN LURIE: going to end up embarrassing themselves if they get involved with this center.

COUNCILMAN LEVY: May I ask you a question? When your architect was there, did they tell you how long it would take to get that facility in order?

PAT MULROY: No. It depends on how much you do.

COUNCILMAN LEVY: I'm going to make a motion today, or one of us will.

PAT MULROY: To kick us out?

COUNCILMAN LEVY: No, just to give you time so we can get going. Either we're going to have to enlarge our facility, but if you leave, we won't have to, it's just that simple.

PAT MULROY: Okay. To answer Councilman Lurie's question first, there was no intention on the part of the County Commission to embarrass the City Council. For us it was a matter of to what extent do we obligate the General Fund, which is already stretched?

COUNCILMAN LURIE: To me, if the County wants to buy that building and divorce themselves from the City and open up their own shelter, fine, let's get on with it.

COUNCILMAN CHRISTENSEN: Wait just a second. You've said something here that just bothers the heck out of me. You're talking about obligating the County's General Fund. Now the County's General Fund is a county-wide fund. We aren't part of the County, so you obligate the County's General Fund, you obligate the City. Now if you go to short-term financing, that's county-wide --

PAT MULROY: It's not in the General Fund, it's the Debt Fund, Debt Reserve.

COUNCILMAN CHRISTENSEN: Okay. If you go to short-term financing, then it still comes out of the county-wide tax rate. You've got this planned two different ways and both ways the City pays. We already have an animal shelter.

PAT MULROY: But you're proposing --

COUNCILMAN CHRISTENSEN: The question I have is how do we block that so that the City does not have to pay double taxation for the County to have animal control?

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COUNCILMAN IURTE: We going to have to have the taxpayers --

COUNCILMAN CHRISTENSEN: It looks to me like the only way we can do it is to say "Hey, good on you, go right ahead. If it's going to be a county-wide tax rate, then it's going to be a county-wide service and we'll get out."

PAT MULROY: What the County Commission would like to do is sit down with the City Councilmen and discuss it on a sub-committee basis, rather than, you know --

COUNCILMAN LEVY: If they want, we're here.

PAT MULROY: Well, that's the proposal I'm bringing to the Council this morning. Would the City Council be willing to sit down with --

COUNCILMAN LEVY: I, for one, am not interested in that facility. It's not fair, it's not essential for us. We're also handling the North Las Vegas facility people and it's -- so we have to handle them. We're not going to be taking all the way from the south to go north. It would not be central for us. We're not interested in it; I, for one, am not. Now, either we're going to get off the pot and get something accomplished here, or we're not going to and you're going to have to get your own facility because you're not going to have any choices. Now, you're not helping the animal situation in this community by stalling. July 1 was the date. July 1st the new fees go into effect, as far as I'm concerned. Pat, you keep coming back with new stuff every time we're supposed to meet and have an answer from you. Now you come back with this facility. You brought this facility to us three or four weeks ago and we said "no."

PAT MULROY: And I did what the City Council asked me to do.

COUNCILMAN LEVY: Well, then you came back with the same facility again.

COUNCILMAN CHRISTENSEN: We gave them until this date to come back with the information they got from the architect. I don't think they're over-time on that. We gave them that time. I don't have a problem with that. I think something needs to be worked out; something that I wasn't aware of needs to be worked out. The thing that needs to be worked out is to make sure the City doesn't pay twice for animal control. That scares the heck out of me.

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- COUNCILMAN LEVY: That lawsuit will be filed. I just want to know when we're going to start these new fees.
- COUNCILMAN CHRISTENSEN: July 1st, right?
- MAYOR BRIARE: July 1st.
- COUNCILMAN CHRISTENSEN: I think basically what we're talking about is the township paying for the animal control, not the City of Las Vegas and not the county general tax rate. It's the townships that are going to have to pay. They'll have to figure out a way to do that because I don't want to see on my tax bill any short-term financing for an Animal Control Shelter for the County because I've got one I'm already paying for.
- COUNCILMAN LEVY: And you're paying for two fire departments.
- MAYOR BRIARE: At the moment we are charging a fee, effective July 1st, for animals that are brought into the City's shelter that are taken from the unincorporated areas, is that correct?
- CITY MANAGER
ASHLEY HALL: That's correct.
- MAYOR BRIARE: The thing that we really have to address ourselves to is whether that shelter is adequately taking care of our city residents.
- CITY MANAGER
ASHLEY HALL: It's adequately taking care of the city of Las Vegas, North Las Vegas, and the county. If the County opts to remain and renew their agreement with the City for us to provide that animal care facility, then a capital expansion program will have to be initiated immediately. If the County opts not to, the City of Las Vegas has space available for itself over a number of years that we will not have to expand that present facility. We may have to do some remodeling, but not any capital expansion.
- COUNCILMAN CHRISTENSEN: You see, they've got us between a rock and a hard place now because what I'm hearing here is that if we expand, it's going to come out of either the County's General Fund or short-term financing. Either item the City pays roughly 45% of. Now, that means that if they go along with this agreement and agree to expand our shelter, it's going to do the same thing. It's going to do the

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- COUNCILMAN CHRISTENSEN: same thing. It's going to come out we're going to pay 45% of the County's share and what scares me is that, it's finally beginning to dawn on me, that we've been paying 45% of the County's share that they've been paying to us. We've been double-taxed on that animal control since year one --
- COUNCILMAN LEVY: A few months, Paul.
- COUNCILMAN CHRISTENSEN: -- if it's coming out of the General Fund. That money should not be coming out of the General Fund. That should be coming out of the townships, not the County's General Fund, because we participate. We are members of the county. We are residents of the county and the city of Las Vegas and we pay out of our county general tax rate their General Funds, do we not?
- CITY MANAGER
ASHLEY HALL: One of the problems we've had, Councilman Christensen, in identifying, or attempting to identify where that money comes from, is that it's so co-mingled, that township funds that -- and having been a Budget Analyst for the County in my past experience, it's difficult to refine where that money comes from. It cannot be earmarked or identified, so I can't tell you right now whether it's coming from the unincorporated towns or whether it's coming from the general tax rate of the County.
- COUNCILMAN CHRISTENSEN: So there's a good chance we've been paying twice for our animal control --
- CITY MANAGER
ASHLEY HALL: Very good chance, yes.
- COUNCILMAN CHRISTENSEN: -- in the city of Las Vegas for years and years and probably will for years to come.
- MAYOR BRIARE: Here's the young lady that can tell us. Mrs. Mulroy, you're trying to squeeze a word in edgewise, I know. If we'd only give you a chance.
- PAT MULROY: I know. What Mr. Hall was saying is correct to the extent that there is a misconception. The General Fund is made up of various revenue sources. You have gaming revenues. You have license fees. You have property taxes collected in the unincorporated towns and you have the county-wide tax rate. The county-wide tax rate is used to provide the county-wide services, those traditional county services.

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COUNCILMAN LEVY: Animal shelter.

PAY MULROY: Pardon?

COUNCILMAN LEVY: Animal control.

PAT MULROY: No. That comes from part of the Public Works budget, which is paid for through the unincorporated towns.

COUNCILMAN LEVY: I'd like to keep it that way.

COUNCILMAN CHRISTENSEN: Could you show us the trail on that so that we know that that's where it's coming from?

PAT MULROY: I'm not the Budget Officer. I will talk to the Budget Officer.

COUNCILMAN CHRISTENSEN: I'd like to see the trail on that so we know that we're not paying twice.

MAYOR BRIARE: There probably won't be a trail because they don't have a facility, Paul. Their facility is the one that they're using down on Mojave.

COUNCILMAN CHRISTENSEN: Well, I know, but the check comes to us.

COUNCILMAN LURIE: What happens after we turn this down? Are you going to go back to your County Commission and say that the City does not want to participate and now they're going to make a decision whether to proceed with the purchase or to decide whether or not they want to continue in our shelter. I think we have to go one step further and put a definite date that decision has to be made.

PAY MULROY: If the City Council is unwilling to even talk to the County Commission, then "yes," I will take that message back.

MAYOR BRIARE: I don't think that particular item has not been voted upon yet. I maintain that we should charge what we said we were going to charge on July 1st and some of that money that we are charging for the services would include, would it not, capital construction?

CITY MANAGER
ASHLEY HALL: Whatever is necessary to --

COUNCILMAN LURIE: One of the problems you have, Mayor, is the fact that if the County opts to relocate, then we're going to have to go through a big capital expansion. We have

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COUNCILMAN LURIE:

sufficient space to handle the city's and North Las Vegas animals, but if the County opts to stay with us, then we're going to have to go through capital expansion.

MAYOR BRIARE:

Here again, Councilman Lurie, and here again meaning the fire that we discussed earlier and now here again, if anybody shows up to put animals into that shelter, we charge so much per animal and if they don't like the charge, then have them go to whoever can do it better and cheaper and go ahead and continue furnishing the service, but at the rates we set. I can't believe we have to negotiate with people who won't negotiate, or who want to negotiate to our detriment.

COUNCILMAN LEVY:

That's not the problem, Mayor. We've raised our fee.

CITY ATTORNEY
GEORGE OGILVIE:

No, we did not raise the fee.

COUNCILMAN LEVY:

When we get through here today it will be as of July 1st, the new fee.

CITY ATTORNEY
GEORGE OGILVIE:

The contract that is before you at this time contemplates the same fee that we charged in the past. The fee does not go up until July 1 of '85. You may want to change that today, but the contract which you approved back in April and the one that is before you now contemplates the same fee that we charged.

COUNCILMAN NOLEN:

It doesn't really matter what the contract is anyway if they're not going to sign it and enter into it with us.

COUNCILMAN LEVY:

It's not the fee we're worried about, it's the expansion problem that Dr. Williams has the problem. In other words, we need to get started with that expansion, if we're going to continue to follow the animal control here in this valley.

COUNCILMAN CHRISTENSEN:

How long do you need, Pat?

PAT MULROY:

Need?

COUNCILMAN CHRISTENSEN:

You're talking about a sub-committee to meet with a sub-committee of the County, apparently is what I understand. How long do you need?

PAT MULROY:

Next week, until the next meeting.

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- COUNCILMAN CHRISTENSEN: Why don't we -- I have no problem with discussing that as long as we've got a time limit on it, by the next meeting. I have no problem with that.
- COUNCILMAN NOLEN: How much are we collecting now?
- PAT MULROY: We anticipate to pay the City of Las Vegas \$420,000 during the next fiscal year for animal control services. It's on a per-animal basis.
- COUNCILMAN CHRISTENSEN: We're talking about two weeks time. are we not. Pat?
- PAT MULROY: Yes, we are.
- COUNCILMAN CHRISTENSEN: I have no problem --
- COUNCILMAN LEVY: Two weeks, then two weeks, Paul.
- COUNCILMAN NOLEN: How much are we collecting per animal?
- COUNCILMAN LURIE: Mayor, why don't you appoint a committee of maybe Councilman Christensen and myself and we'll meet with the County Commission and bring back a recommendation at the next meeting.
- COUNCILMAN CHRISTENSEN: We gave them until today to -- we talked to them before and gave them until today to come with the information that they got from their architects, from the Humane Society and so forth. They have that information now, and what they're saying is rather than beat it to death in this meeting, to have two committees sit down and see if we can work something out that we can sell to the rest of the City or the other members of both commissions. I don't think another two weeks is going to kill us.
- MAYOR BRIARE: We're receiving the proper amount of money right now to take care of the shelter in the manner in which you feel it has to be kept?
- DR. LESLIE WILLIAMS: Yes. Their fee now is based upon our operation with it.
- MAYOR BRIARE: The only thing is the longer this goes on, it's just going to bring closer to the time when you're going to come back to this Council and say, "Alright, we are now at capacity, so we have to start rejecting submissions from the County."
- COUNCILMAN LEVY: He's already been at that point, sir.
- DR. LESLIE WILLIAMS: Yes, we're 100% over capacity in some areas right now.
- COUNCILMAN LEVY: That's the problem. This thing's been stalled for six months now.

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DR. LESLIE WILLIAMS: Well, actually a year -- year and a half.

COUNCILMAN LEVY: Thank you.

COUNCILMAN LURIE: If we don't hurry up and do something, the Federal Judge is going to get a Consent Decree and we can't have two animals in a cage and we're going to really have some problems. (Laughter)

COUNCILMAN CHRISTENSEN: It's not beyond the realm of possibility. (Laughing)

DR. LESLIE WILLIAMS: Their costs now, Councilman Nolen, is approximately \$6.90 per day per animal.

COUNCILMAN NOLEN: Is that sufficient?

DR. LESLIE WILLIAMS: It's sufficient based upon our operating costs. It would not provide for any capital improvement or expansion.

COUNCILMAN LEVY: That's a different number.

DR. LESLIE WILLIAMS: It is sufficient in that there's no overhead costs charged on that amount, and it's a very, very fair fee.

MAYOR BRIARE: We can take care --

COUNCILMAN NOLEN: Is it fair to us?

DR. LESLIE WILLIAMS: Well, I reserve comment on that right at this time. I think it depends upon how you would analyze it.

CITY MANAGER HALL: It's fair from a management standpoint that we all pay a fair share. The City of Las Vegas does not make a great deal of money on this, but at the same time we're covering our expenses and our overhead, yes.

COUNCILMAN NOLEN: It's fair to the taxpayers of the City of Las Vegas?

CITY MANAGER HALL: I think it's fair to the taxpayers because it is the lowest unit price that we could possibly charge.

DR. LESLIE WILLIAMS: Yes, it's the lowest price.

CITY MANAGER HALL: A recommendation from your Manager is that I can't -- after looking at the bottom line figures of the new facility the County's talking about, I can't in my wildest imagination ever conclude how that facility could be any more cost effective to the taxpayers than our present facility is.. It's impossible -- just impossible.

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COUNCILMAN LEVY: I think it's a waste of time sitting here talking about it.

MAYOR BRIARE: I agree with you.

COUNCILMAN NOLEN: If the County opted to go with this facility, how long before you would be ready and you would be out of our facility?

COUNCILMAN LEVY: That's what I asked.

MAYOR BRIARE: Oh, I don't think Mrs. Mulroy is ready to --

PAT MULROY: I'm not.

COUNCILMAN LEVY: I think they're going to have a lot more problems than that.

MAYOR BRIARE: Why don't you hire Mr. Daileida from the architectural firm to talk to you right now and you can come back this afternoon and tell us exactly what that would be.

COUNCILMAN LEVY: We've got to have some answers.

MAYOR BRIARE: We don't have anything before us to vote on, and I certainly don't have any objections to talking with the County and going over this thing, but I know how it's going to end up. I'm seeing it right as clear as the nose on my face how it's going to end up. Notice is going to have to be given that we have reached our capacity to serve our citizens and that we are only going to be able to provide the service within the City limits -- within the City limits. That's what's going to happen, Doctor.

DR. LESLIE WILLIAMS: Well, one of our long term goals, as you know, is to become accredited by Humane Society of the United States. I've been in one of the three animal control centers in the entire nation to have that distinction, and we are very close to accreditation. One of our problems keeping us from accreditation of being one of the finest in the entire nation as far as operations and facilities is that we're overcrowded.

MAYOR BRIARE: If I were a member of the County Commission, I'm sure I would want to vote to keep it that way -- to go ahead and work with the City. build the expansion, but we've got some impediments here that have been explained to us that they can't spend money on a facility that would be unowned under, however it was explained, Pat, on this yellow page here.

PAT MULROY: Un-huh.

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COUNCILMAN LURIE: Mayor, maybe you should as a committee of one meet with the Chairman of the County Commission and work this thing out.

COUNCILMAN LEVY: He's not interested either.

MAYOR BRIARE: No.

COUNCILMAN CHRISTENSEN: I'LL SO MOVE.

MAYOR BRIARE: Paul, do you want to be the -- do you and Ron -- Ron suggested you and he be on the committee.

COUNCILMAN CHRISTENSEN: No, I think it's a pretty good idea for the Mayor and the Chairman of the County Commission to meet and see if they can iron this out.

COUNCILMAN LEVY: The only problem, I'm afraid the Mayor is kind of prejudice like I am at this moment. When will this happen, Doctor? Can you give us any foresight of exactly when you're going to be at that position when you're going to tell the County to get out of the facility, since we have no contract with them any more?

DR. LESLIE WILLIAMS: Well, we haven't had a contract.

COUNCILMAN LEVY: I know. When will you be at that point?

DR. LESLIE WILLIAMS: Well, I don't think I would ever be at that point by myself. I think with consultation through the Councilmen and the City Manager we could come to that point. But we are very, very much overcrowded in many areas.

COUNCILMAN LEVY: Is our plans ready to go?

CITY MANAGER HALL: Our plan's ready to go.

MAYOR BRIARE: You see, Pat, one of the reasons why I wouldn't -- even if I were invited to serve on the committee, I probably wouldn't because I don't like to ever use the terminology "take it or leave it." I think it's been explained to us over months and months, starting with you, Doctor, through Donovan and thru Ashley Hall and everybody. It's been explained to us what we have to do. Now, if you don't want to do it that way, where we've been advised, then, you know, it's not a debatable question. Why do we have alternative plans that are thrown in. Just either we're going to do it -- this is the way we're going to do it. If you want it, take it. If you can do it better, by golly, go do it, but I don't --

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PAT MULROY: So you're telling me take it or leave it?

MAYOR BRIARE: I don't want to do that. But that's why I wouldn't want to be on the committee with Chairman Dondero, to say, "Thalia, we've been advised, and I see wisdom in the advice that we're getting, to best serve our City." Thalia, happens to be -- her district extends into the City, and I'm surprised that she would want to do anything that would affect her constituents inside the City because we're not going to do anything to affect our constituents inside the City, and I can see where this thing is leading and I don't like to see where it's going. I don't think any of us have an open mind. We'd better have Mr. Hall. He's the only one that's got an open mind around here.

COUNCILMAN LEVY: No, I don't think he does either. We're all finished. Discussion to me, as far as I'm concerned, is over.

CITY MANAGER HALL: I might say that many, many sessions have been held between the City and the County staff in trying to work these problems out -- this particular problem, but I think we're at a point now, staffwise, where we would recommend that the County either come with us. An expansion, as the doctor has indicated, it's overcrowded. Our plans are ready to go. They have been for some time. We've simply been waiting for the County to get off the dime and make a decision. If they can find a more cost effective facility to place their animals, more power to them.

MAYOR BRIARE: And this is just not going to work. This is not going to work.

COUNCILMAN LEVY: Not for our use.

MAYOR BRIARE: But I do see this, Mrs. Mulroy. You certainly -- it's a very good document. I've read it and tried -- you know, it's a fine paper. It just doesn't happen to fit in with ours.

PAT MULROY: So is the message to the County Commission "No subcommittee; no talking?"

COUNCILMAN LURIE: Well, we'll have to vote on it.

PAT MULROY: Okay.

COUNCILMAN LURIE: We haven't decided yet.

MAYOR BRIARE: No. This -- I don't even want to know by a subcommittee. I've never been involved here where we're talking about subcommittees in this respect. There's our subcommittee

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MAYOR BRIARE: right there.

COUNCILMAN LEVY: He's already had his meeting. Do you want to give us a recommendation, Ashley?

CITY MANAGER HALL: Yes. We've met; we've discussed --

PAT MULROY: We have not gone over these numbers with City staff -- the numbers that are before you now. We have not sat down and talked to them about them.

CITY MANAGER HALL: All the numbers that have been reported in the newspaper that we have looked at and other information that we've obtained, it's not cost effective to the City of Las Vegas at all. It's cost ineffective. It would certainly be the recommendation of this Manager that we pursue the present course of action that we've instituted in the City, and that's to either expand it with the County and City of North Las Vegas with us, or to do the remodeling that we might have to do for the City and the City of North Las Vegas only.

COUNCILMAN LEVY: I'd like to get a decision here of a date that we must know we're going to start construction or they're going to be moving.

CITY MANAGER HALL: We need to know --

COUNCILMAN LEVY: We've got to know.

CITY MANAGER HALL: We need to know by September 1.

COUNCILMAN LEVY: September 1?

COUNCILMAN NOLEN: Is that your recommendation?

CITY MANAGER HALL: That's my recommendation that we know by September 1 or we're at the point of no return.

COUNCILMAN LEVY: Wait a minute. September 1, they're going to decide -- we're not starting construction by September 1 if they decide to stay with us?

COUNCILMAN LURIE: No.

COUNCILMAN LEVY: That's when they're going to tell us whether they're coming or going? I don't think they need that long.

CITY MANAGER HALL: Well, I'm telling you we need to commence our course of action of our capital expansion and the other things we need to do by September the 1st.

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COUNCILMAN LEVY: Well, I'll tell you -- is there a motion on the floor or is that motion withdrawn, Councilman.

MAYOR BRIARE: No, Paul wants to make a motion to appoint a committee.

COUNCILMAN CHRISTENSEN: I suggested that I had no problem with taking two weeks to do that, and then when somebody suggested the Mayor be the committee, I made a motion to have the Mayor. That's the only motion I had on the floor, was that the Mayor meet with Thalia Dondero.

COUNCILMAN LEVY: I'LL MAKE A MOTION THAT WE --

MAYOR BRIARE: Follow the recommendation of our City Manager.

COUNCILMAN LEVY: -- BY OUR FIRST MEETING IN AUGUST THEY'RE GOING TO BE WITH US -- THE COUNTY IS GOING TO JOIN IN OUR FACILITY OR THEY'RE GOING TO GIVE US NOTICE THEY'RE LEAVING.

COUNCILMAN CHRISTENSEN: I guess I'd better withdraw my motion.

COUNCILMAN LEVY: That's my motion.

MAYOR BRIARE: Comments on Councilman Levy's motion? Cast your votes. Post. THE MOTION'S APPROVED.

(VOTE: Unanimous vote of approval by full Council.)

Mr. Hall, are you going to stick with your recommendation?

COUNCILMAN LEVY: Well, his recommendation, he's stuck with.

5-14-84 E ft

_____ indicates additions to draft approved 4/18/84
^ indicates deletions from draft approved 4/18/84

INTERLOCAL 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 CLARK COUNTY, 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, known as the Animal Care and Control Center (the "Center" herein), in the Las Vegas Metropolitan area; and

WHEREAS, the single shelter concept appears to be the most efficient method to serve the health and welfare of the inhabitants of the parties, to aid in the centralization of information and to prevent the duplication of efforts; and

WHEREAS, the parties recognize that the providing of services pursuant to this Agreement is costly; and

WHEREAS, the parties to this Agreement are empowered to enter into interlocal agreements for the performance of any governmental function pursuant to NRS 277.180; and

WHEREAS, CLARK COUNTY has heretofore been making use of the shelter services provided by the Center, for the benefit both of animals which are owned or cared for by persons who reside within the boundaries of the incorporated area of Clark County and of animals which, for one reason or another, have fallen under the care, custody and control of Clark County's Animal Control Division, and desires to continue to use those services; and

WHEREAS, the parties hereto and the City of North Las Vegas, concurrently with the execution hereof, are entering into

1 an agreement, entitled "Cooperative Agreement," providing for the
2 expansion by the City of the Center and the reimbursement by
3 Clark County and the City of North Las Vegas of their respective
4 proportions of the costs of such expansion (the "Expansion Agree-
5 ment" herein);

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

9 1. Nature of Services: The Center will provide the
10 following services to animals from the incorporated area of
11 Clark County which are delivered to the Center either by private
12 persons or by employees of Clark County:

- 13 (a) sheltering stray and lost animals;
- 14 (b) euthanizing animals;
- 15 (c) returning animals to owners;
- 16 (d) disposing of dead animals;
- 17 (e) inoculating animals against distemper;
- 18 (f) selling unclaimed animals;
- 19 (g) holding animals as evidence in pending
20 litigation;
- 21 (h) quarantining animals suspected of rabies; and
- 22 (i) retaining animals for temporary service.

23 2. Sick or Injured Animals: Clark County shall
24 arrange and pay for all appropriate medical treatment for sick or
25 injured animals which are under the care, custody and control of
26 its Animal Control Division prior to their delivery to the Center.
27 The City may refuse to accept any sick or injured animal which is
28 delivered to the Center from the incorporated area of Clark
29 County until it has received all appropriate medical treatment.

30 Animals which are delivered to the Center from the
31 incorporated area of Clark County, either by private persons
32 or by employees of Clark County, which become ill or injured

1 subsequent to delivery shall be treated in the most expeditious
2 manner possible as determined by the City. Clark County agrees
3 to reimburse the City for all expenses actually and reasonably
4 incurred in such treatment.

5 3. Sale of Dog Licenses: The City, through the
6 Center, shall sell dog licenses for Clark County upon the request
7 of Clark County.

8 4. Release of Rights: Clark County shall release
9 all right, title and interest it may have in any animal when such
10 animal is delivered to the Center by its employees, with the
11 exception of those animals which are to be retained as evidence
12 in pending litigation, retained for temporary services and/or
13 quarantine services. All animals which are so retained may be
14 transferred or removed from the Center at any time at the request
15 and expense of Clark County.

16 5. Animals Retained for Temporary and/or Quarantine
17 Services: For the purpose of this Section 5, animals retained
18 for "temporary services" include animals impounded for welfare,
19 safety and public health reasons, but not necessarily for the
20 violation of any Clark County ordinance (e.g., animals whose
21 owners or caretakers have been arrested, evicted, involved in an
22 accident or are otherwise temporarily unable to care for such
23 animals). Animals retained for "quarantine services" involve
24 those animals confined for rabies observation. The costs of
25 services rendered under this Section shall be charged according
26 to the provisions of Section (2)(b) of Exhibit A.

27 6. Estimated Costs: Clark County agrees to pay to
28 the City, during the first year of this Agreement, the monthly sum
29 detailed in Section (1) of Exhibit A attached hereto and incorpor-
30 ated herein as a part of this Agreement as and for the estimated
31 costs of the services to be rendered to Clark County by the Center,
32 and, during each successive year thereafter, a monthly sum which is

1 equal to one-twelfth (1/12) of the actual costs which Clark County
2 paid to the City in respect of the preceeding fiscal year. Such
3 costs will be in addition to the costs described in Section 2
4 above, which will be billed separately by the City. All billings
5 under this Section 6 or under Section 2 above will be rendered by
6 the City prior to the end of the month next following the month
7 in which the services were performed, and shall be due and payable
8 within thirty (30) days following their presentation to Clark
9 County.

10 7. Actual Costs: Semi-annually during the period of
11 this Agreement and starting six (6) months after its commencement,
12 the City shall prepare a computation of the actual costs of all
13 services rendered by the Center for animals delivered to the
14 Center from the incorporated area of Clark County, either by
15 private persons or by employees of Clark County. Computation
16 of the actual costs shall be according to the formula set forth
17 under Section (2) (a) of Exhibit A.

18 Any fees or revenues which may be received by the
19 City from returning animals which are the subject matter of this
20 Agreement to their owners or from selling any unclaimed animal
21 which was delivered to the Center from the incorporated area of
22 Clark County shall be credited against Clark County's total
23 costs.

24 In the event that this Agreement is extended ^{by}
25 virtue of subsection (c) of Section 12 hereof, the City agrees to
26 compute the actual costs on a semi-annual basis. Said computation
27 shall occur in the month immediately following completion of the
28 six-month period.

29 8. Adjustment of Actual and Estimated Costs: Should
30 the computation provided for in Section 7 above reveal that the
31 actual costs of the services rendered by the Center during the
32 period to which such computation relates:

1 (a) Exceed the aggregate of the monthly payments
2 made by Clark County pursuant to Section 6 above during
3 such period, Clark County shall pay the amount of such
4 difference to the City within thirty (30) days following its
5 receipt of such computation.

6 (b) Be less than the aggregate of the monthly
7 payments made by Clark County pursuant to Section 6 above
8 during such period, the City shall refund the amount of such
9 difference to Clark County forthwith.

10 9. Standard of Conduct: Personnel of Clark County
11 while on the premises of the Center, shall conduct themselves in
12 conformity with the established policies, practices and procedures
13 as implemented by the personnel of the City who are charged with
14 the responsibility of administration of that facility.

15 10. Amendments: The term of this Agreement may be
16 extended, or any provision thereof modified, upon the mutual
17 written consent of both parties.

18 11. Right of Termination: This Agreement may be termi-
19 nated by Clark County upon thirty (30) days prior written notice
20 to the City. Upon such termination, the amount owing for the
21 last month shall be due and payable upon receipt by Clark County
22 of the billing detailing the charges which accrued during that
23 month. If the effective date of such termination shall be other
24 than the last day of that month, the charges for such partial
25 month shall be computed at the daily rates specified in Exhibit
26 A.

27 12. Dependency upon Expansion Agreement: This Agreement:

28 (a) Is dependent upon the Expansion Agreement;

29 (b) Will not become effective unless and until the
30 Expansion Agreement is executed by all of the parties thereto;

31 (c) Will continue in full force and effect as long
32 as, but only as long as, the Expansion Agreement remains in

1 full force and effect, as between the City and Clark
2 County; and

3 (d) Will be automatically cancelled concurrently
4 with the cancellation, if any, of the Expansion Agreement
5 by Clark County.

6 13. Term: Except as provided in Section 12 above, the
7 term of this Agreement shall be for ten (10) years, commencing on
8 the 1st day of July, 1984, and ending on the 30th day of June,
9 1994. Upon the expiration of said term, or of any extension
10 thereof by virtue of subsection (c) of Section 12 above, the
11 obligations of each of the parties to this Agreement shall termin-
12 ate, with the exception of the payment by Clark County for the
13 last month of said term, or extension thereof, as the case may be
14 and any adjustment which may be due and owing either party as a
15 result of the final computation to determine actual costs which
16 were incurred during the term, or extension thereof, of this
17 Agreement, as provided for in Section 7 and 8 above.

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

3 CITY OF LAS VEGAS

4
5 By _____
6 WILLIAM H. BRIARE, MAYOR

7 ATTEST:

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9 _____
10 Carol Ann Hawley, City Clerk

11 CLARK COUNTY COMMISSION

12
13 By _____
14 Commission Chairman

15 ATTEST:

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17 _____
18 Lorretta Bowman, County Clerk
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EXHIBIT A

- (1) Estimated Costs: CLARK COUNTY hereby agrees, for purposes of the cost of services imposed by Section 6 of this Agreement, to pay to the CITY the following monthly sum:

Base Charge	\$30,547.58
Capital Equipment Cost	<u>740.88</u>
Total Monthly Estimated Cost	\$31,288.46

- (2) Actual Costs:

- (a) CLARK COUNTY hereby agrees, for purposes of the actual costs referred to by Section 7, to pay to the CITY the monthly sum computed according to the following formula:
- (i) Capital Equipment Costs (\$242.32), plus
 - (ii) Number of animals returned to owners x actual days at the Center, with a maximum of 6 days per animal x the daily fee of \$6.86, plus
 - (iii) Number of animals placed for adoption x actual days at the Center, with a maximum of 6 days per animal x the daily fee of \$6.86, plus
 - (iv) Number of animals dead on arrival at the Center x 1 day x the daily fee of \$6.86, plus
 - (v) Number of animals euthanized x actual days at the Center, with a maximum of 6 days per animal x the daily fee of \$6.86.
- (b) CLARK COUNTY hereby agrees, for purposes of the actual costs referred to by Section 5, to pay to the CITY the actual costs incurred by the Center determined by multiplying the number of animals within the provision of Section 5 x the number of days held at the Center x the daily fee of \$6.86.

1 (c) The daily fee hereinabove provided for is subject to
2 adjustment, at the beginning of each fiscal year, in an
3 amount which is equal to eighty per cent (80%) of the
4 change during the preceeding fiscal year in the Consumer
5 Price Index published by the Bureau of Labor Statistics,
6 United States Department of Labor, which is applicable
7 to the Southern Nevada area.
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AGENDA*City of Las Vegas*0195
July 5, 1984CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

Page 23

ITEM	Council Action	Department Action
V. GEORGE F. OGILVIE - CITY ATTORNEY (cont.)	Levy - Motion directing Clark County to advise the City Council by their August 1, 1984 meeting their position as relating to Items C, D and E carried unanimously.	8/1/84 Agenda Pat Mulroy, Asst. to County Mgr., appeared. Dr. Leslie William appeared on behal of the City.
D. Interlocal Agreement to Provide North Las Vegas with Animal Care and Control Center Services (with Revisions Approved by North Las Vegas City Attorney's Office)	Levy - Motion directing Clark County to advise the City Council by their August 1, 1984 meeting their position as relating to Items C, D and E carried unanimously.	8/1/84 Agenda Pat Mulroy, Asst. to County Mgr., appeared. Dr. Leslie William appeared on behal of the City.
E. Cooperative Agreement with North Las Vegas and Clark County for Capital Contributions re: Expansion of Animal Care and Control Center (with Revisions Approved by District Attorney's Office and North Las Vegas City Attorney's Office)	Lurie - APPROVED Motion carried with Briare and Christensen voting "No."	Staff to proceed Claire Haycock appeared
1:30 F. Approval of Ballot Question Re: Increase in Tape 2 Motor Vehicle Fuel Tax for Street Maintenance Purposes		

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 27, 1984

0196

TO: The City Council

FROM: *[Signature]*
CITY ATTORNEYSUBJECT: Interlocal Agreement to Provide the City of North Las Vegas with
Animal Care and Control Center ServicesPURPOSE/BACKGROUND

At its meeting which was held on Wednesday, April 18, 1984, the City Council approved an interlocal agreement between the cities of Las Vegas and North Las Vegas which sets forth the various services which the City of Las Vegas will provide to the City of North Las Vegas through its Animal Care and Control Center. Under the proposed Cooperative Agreement among the City, Clark County and North Las Vegas which provides for the contribution by the County and North Las Vegas to the costs of the expansion of the Animal Care and Control Center, the City agrees to provide these services to North Las Vegas for a minimum period of 20 years.

The proposed agreement has been submitted to North Las Vegas for review and has been approved by it, subject to the revisions which are indicated on the draft which is before you.

FISCAL IMPACT

This agreement will generate revenues of sufficient amount to offset the costs of providing Animal Shelter services to the City of North Las Vegas.

RECOMMENDATIONS

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

Agenda Item

V-D

indicates additions to draft approved 4/18/84

^ indicates deletions from draft approved 4/18/84

INTERLOCAL 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").

W I T N E S S E T H:

WHEREAS, the City owns and operates the only public animal shelter, known as the Animal Care and Control Center (the "Center" herein), in the Las Vegas Metropolitan area; and

WHEREAS, the single shelter concept appears to be the most efficient method to serve the health and welfare of the inhabitants of the parties, to aid in the centralization of information and to prevent the duplication of efforts; and

WHEREAS, the parties recognize that the providing of services pursuant to this Agreement is costly; and

WHEREAS, the parties to this Agreement are empowered to enter into interlocal agreements for the performance of any governmental function pursuant to NRS 277.180; and

WHEREAS, North Las Vegas has heretofore been making use of the shelter services provided by the Center, for the benefit both of animals which are owned or cared for by persons who reside within the boundaries of the incorporated area of North Las Vegas and of animals which, for one reason or another, have fallen under the care, custody and control of North Las Vegas' Animal Control Division, and desires to continue to use those services; and

WHEREAS, the parties hereto and Clark County, concurrently with the execution hereof, are entering into an agreement, entitled

1 "Cooperative Agreement," providing for the expansion by the City
2 of the Center and reimbursement by North Las Vegas and Clark
3 County of their respective proportions of the costs of such
4 expansion (the "Expansion Agreement" herein);

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

8 1. Nature of Services: The Center will provide the
9 following services to animals from the incorporated area of
10 North Las Vegas which are delivered to the Center either by
11 private persons or by employees of North Las Vegas:

- 12 (a) sheltering stray and lost animals;
- 13 (b) euthanizing animals;
- 14 (c) returning animals to owners;
- 15 (d) disposing of dead animals;
- 16 (e) inoculating animals against distemper;
- 17 (f) selling unclaimed animals;
- 18 (g) holding animals as evidence in pending
19 litigation;
- 20 (h) quarantining animals suspected of rabies; and
- 21 (i) retaining animals for temporary service.

22 2. Sick or Injured Animals: North Las Vegas shall
23 arrange and pay for all appropriate medical treatment for sick or
24 injured animals which are under the care, custody and control of
25 its Animal Control Division prior to their delivery to the Center.
26 The City may refuse to accept any sick or injured animal which is
27 delivered to the Center from the incorporated area of North Las
28 Vegas until it has received all appropriate medical treatment.

29 Animals which are delivered to the Center from the
30 incorporated area of North Las Vegas, either by private persons
31 or by employees of North Las Vegas, which become ill or injured
32 subsequent to delivery shall be treated in the most expeditious

1 manner possible as determined by the City. North Las Vegas agrees
2 to reimburse the City for all expenses actually and reasonably
3 incurred in such treatment.

4 3. Sale of Dog Licenses: The City, through the
5 Center, shall sell dog licenses for North Las Vegas upon the
6 request of North Las Vegas.

7 4. Release of Rights: North Las Vegas shall release
8 all right, title and interest it may have in any animal when such
9 animal is delivered to the Center by its employees, with the
10 exception of those animals which are to be retained as evidence
11 in pending litigation, retained for temporary services and/or
12 quarantine services. All animals which are so retained may be
13 transferred or removed from the Center at any time at the request
14 and expense of North Las Vegas.

15 5. Animals Retained for Temporary and/or Quarantine
16 Services: For the purpose of this Section 5, animals retained
17 for "temporary services" include animals impounded for welfare,
18 safety and public health reasons, but not necessarily for the
19 violation of any North Las Vegas ordinance (e.g., animals whose
20 owners or caretakers have been arrested, evicted, involved in an
21 accident or are otherwise temporarily unable to care for such
22 animals). Animals retained for "quarantine services" involve
23 those animals confined for rabies observation. The costs of
24 services rendered under this Section shall be charged according
25 to the provisions of Section (2)(b) of Exhibit A.

26 6. Estimated Costs: North Las Vegas agrees to pay to
27 the City, during the first year of this Agreement, the monthly sum
28 detailed in Section (1) of Exhibit A attached hereto and incorpor-
29 ated herein as a part of this Agreement as and for the estimated
30 costs of the services to be rendered to North Las Vegas by the
31 Center and, during each successive year thereafter, a monthly sum
32 which is equal to one-twelfth (1/12) of the actual costs which

1 North Las Vegas paid to the City in respect of the preceeding
2 fiscal year. Such costs will be in addition to the costs de-
3 scribed in Section 2 above, which will be billed separately by
4 the City. All billings under this Section 6 or under Section 2
5 above will be rendered by the City prior to the end of the month
6 next following the month in which the services were performed,
7 and shall be due and payable within thirty (30) days following
8 their presentation to North Las Vegas.

9 7. Actual Costs: Semi-annually during the period of
10 this Agreement and starting six (6) months after its commencement,
11 the City shall prepare a computation of the actual costs of all
12 services rendered by the Center for animals delivered to the
13 Center from the incorporated area of North Las Vegas, either by
14 private persons or by employees of North Las Vegas. Computation
15 of the actual costs shall be according to the formula set forth
16 under Section (2)(a) of Exhibit A.

17 Any fees or revenues which may be received by the
18 City from returning animals which are the subject matter of this
19 Agreement to their owners or from selling any unclaimed animal
20 which was delivered to the Center from the incorporated area of
21 North Las Vegas shall be credited against North Las Vegas' total
22 costs.

23 In the event that this Agreement is extended by
24 virtue of subsection (c) of Section 12 hereof, the City agrees to
25 compute the actual costs on a semi-annual basis. Said computation
26 shall occur in the month immediately following completion of the
27 six-month period.

28 8. Adjustment of Actual and Estimated Costs: Should
29 the computation provided for in Section 7 above reveal that the
30 actual costs of the services rendered by the Center during the
31 period to which such computation relates:

32 (a) Exceed the aggregate of the monthly payments

1 made by North Las Vegas pursuant to Section 6 above during
2 such period, North Las Vegas shall pay the amount of such
3 difference to the City within thirty (30) days following its
4 receipt of such computation.

5 (b) Be less than the aggregate of the monthly
6 payments made by North Las Vegas pursuant to Section 6 above
7 during such period, the City shall refund the amount of such
8 difference to North Las Vegas forthwith.

9 9. Standard of Conduct: Personnel of North Las Vegas
10 while on the premises of the Center, shall conduct themselves in
11 conformity with the established policies, practices and procedures
12 as implemented by the personnel of the City who are charged with
13 the responsibility of administration of that facility.

14 10. Amendments: The term of this Agreement may be
15 extended, or any provision thereof modified, upon the mutual
16 written consent of both parties.

17 11. Right of Termination: This Agreement may be termi-
18 nated by North Las Vegas upon thirty (30) days prior written
19 notice to the City. Upon such termination, the amount owing for
20 the last month shall be due and payable upon receipt by North
21 Las Vegas of the billing detailing the charges which accrued
22 during that month. If the effective date of such termination
23 shall be other than the last day of that month, the charges for
24 such partial month shall be computed at the daily rates specified
25 in Exhibit A.

26 12. Dependency upon Expansion Agreement: This Agreement:
27 (a) Is dependent upon the Expansion Agreement;
28 (b) Will not become effective unless and until the
29 Expansion Agreement is executed by all of the parties thereto;
30 (c) Will continue in full force and effect as long
31 as, but only as long as, the Expansion Agreement remains in
32 full force and effect, as between the City and North Las

1 Vegas; and

2 (d) Will be automatically cancelled concurrently
3 with the cancellation, if any, of the Expansion Agreement by
4 North Las Vegas.

5 13. Term: Except as provided in Section 12 above, the
6 term of this Agreement shall be for ten (10) years, commencing on
7 the 1st day of July, 1984, and ending on the 30th day of June,
8 1994. Upon the expiration of said term, or of any extension
9 thereof by virtue of subsection (c) of Section 12 above, the obliga
10 tions of each of the parties to this Agreement shall terminate,
11 with the exception of the payment by North Las Vegas for the last
12 month of said term, or extension thereof, as the case may be, and
13 any adjustment which may be due and owing either party as a result
14 of the final computation to determine actual costs which were in-
15 curring during the term, or extension thereof, of this Agreement,
16 as provided for in Section 7 and 8 above.

17 IN WITNESS WHEREOF, the parties hereto have caused this

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1 Agreement to be executed by their duly authorized officers the day
2 and year first above written.

3 CITY OF LAS VEGAS

4
5 By WILLIAM H. BRIARE, MAYOR

6 ATTEST:

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9 Carol Ann Hawley, City Clerk

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11 CITY OF NORTH LAS VEGAS

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13 By JAMES SEASTRAND, Mayor

14 ATTEST:

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17 Esther Borden, City Clerk

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EXHIBIT A

- (1) Estimated Costs: NORTH LAS VEGAS hereby agrees, for purposes of the cost of services imposed by Section 6 of this Agreement, to pay to the CITY the following monthly sum:

Base Charge	\$ 9,990.45
Capital Equipment Cost	<u>242.31</u>
Total Monthly Estimated Cost	\$10,232.76

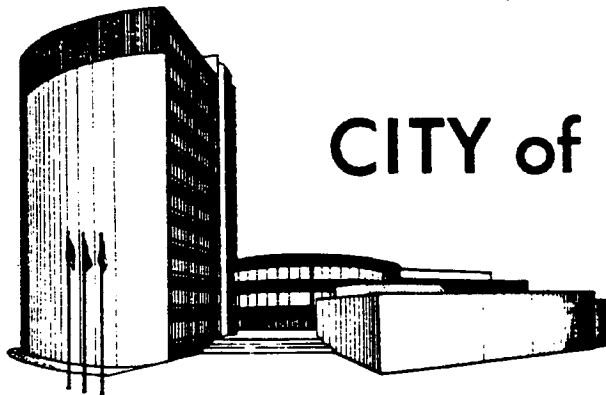
- (2) Actual Costs:

- (a) NORTH LAS VEGAS hereby agrees, for purposes of the actual costs referred to by Section 7, to pay to the CITY the monthly sum computed according to the following formula:
- (i) Capital Equipment Costs (\$242.32), plus
 - (ii) Number of animals returned to owners x actual days at the Center, with a maximum of 6 days per animal x the daily fee of \$6.86, plus
 - (iii) Number of animals placed for adoption x actual days at the Center, with a maximum of 6 days per animal x the daily fee of \$6.68, plus
 - (iv) Number of animals dead on arrival at the Center x 1 day x the daily fee of \$6.86, plus
 - (v) Number of animals euthanized x actual days at the Center, with a maximum of 6 days per animal x the daily fee of \$6.86.
- (b) NORTH LAS VEGAS hereby agrees, for purposes of the actual costs referred to by Section 5, to pay to the CITY the actual costs incurred by the Center determined by multiplying the number of animals within the provision of Section 5 x the number of days held at the Center x the daily fee of \$6.86.

1 (c) The daily fee hereinabove provided for is subject to
2 adjustment, at the beginning of each fiscal year, in an
3 amount which is equal to eighty per cent (80%) of the
4 change during the preceeding fiscal year in the Consumer
5 Price Index published by the Bureau of Labor Statistics,
6 United States Department of Labor, which is applicable
7 to the Southern Nevada area.
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0206

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

July 6, 1984

Mr. George Ullom
Registrar of Voters
Clark County, Nevada
400 Las Vegas Blvd. So.
Las Vegas, Nevada 89101

Dear George:

The Las Vegas City Council at their meeting of July 5, 1984, approved the following advisory question and I am submitting same to you for placement on the November General Election Ballot, as follows:

Shall Ordinance No. 3119 of the City of Las Vegas, Nevada, which increases the excise tax on motor vehicle fuel sold within the corporate boundaries of said City at a rate not to exceed one cent per gallon for the sole purpose of repairing or restoring existing paved roads, streets and alleys within the said City, with the exact rate of such tax to be that proportion of one cent, in hundredths of a cent, which the sum of the populations of the participating governmental entities in Clark County bears to the population of the entire county be approved?

Explanation

A "yes" vote on this question will establish an additional excise tax on motor vehicle fuel sold within the corporate boundaries of the City of Las Vegas to be used exclusively to repair or restore existing paved roads, streets and alleys therein.

A "no" vote will not establish this tax.

Sincerely,

Carol Ann Hawley

CAROL ANN HAWLEY
City Clerk

CAH:jp



City of Las Vegas

AGENDA DOCUMENTATION

Date: June 27, 1984

0207

TO: The City Council

FROM: *[Signature]*
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

At its meeting which was held on Wednesday, April 18, 1984, the City Council approved a cooperative agreement among the cities of Las Vegas and North Las Vegas and Clark County which provides for the sharing by the three entities of the costs of the anticipated 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 acute 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.

A provision has also been inserted which guarantees to Clark County and North Las Vegas, for a period of ten (10) years, that the Center will continue to provide its various services to those entities so long as the Center has not reached or exceeds the overcrowding limitations set forth in the Agreement.

Because expansion of the Center is to occur over a period of five (5) years, an inflation factor tied to the Consumer Price Index, plus a fifteen percent (15%) margin of error, has been included in the Agreement to cover potential increases in the actual construction costs and, at the same time, provide a cost ceiling to Clark County and North Las Vegas.

The proposed agreement has been submitted to North Las Vegas and Clark County for review, and the draft which is before you, with the revisions which are indicated thereon, has been approved by North Las Vegas and agreed to by the District Attorney's Office.

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-E

5-14-84 DRAFT

0208

_____ indicates additions to draft approved 4/18/84
^ indicates deletions from draft approved 4/18/84

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, concurrently with the execution hereof, are entering into separate agreements, each entitled "Interlocal Agreement," whereby the CITY has agreed to extend the services of the Center to the other parties to the respective agreements in return for such other parties' paying to the City their proportionate shares of the operating costs of the Center, (singly the "Services Agreement" and collectively the "Services Agreements herein); 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;

1 WHEREAS, the CITY has prepared a master plan which (i)
2 projects the growth in the population of animals from the CITY,
3 CLARK COUNTY and NORTH LAS VEGAS which are to be serviced by the
4 Center and (ii) sets forth a schedule of planned expansion of
5 the capacity of the Center; and

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

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

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

17 SECTION I: GENERAL PURPOSE

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

28 SECTION II: CONTRIBUTIONS TO
29 CAPITAL IMPROVEMENTS

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

1 NORTH LAS VEGAS.....15%
 2 CLARK COUNTY.....45%
 3 CITY.....40%

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

12 Capital improvement costs for purposes of this Agree-
 13 ment shall mean any and all (i) construction costs including
 14 contract modifications, (ii) architectural and engineering design
 15 fees, (iii) contract administration fees, (iv) construction test-
 16 ing and inspection fees, (v) the cost of leasing temporary
 17 portable space to house on-going animal care and control functions
 18 displaced by the construction process, and (vi) costs for necessary
 19 in-house design, architectural or engineering services.

20 SECTION III: PAYMENT OF CONTRIBUTION

21 Within thirty (30) days after receipt of an invoice,
 22 CLARK COUNTY and NORTH LAS VEGAS agree to pay their prorated
 23 share of the actual capital improvement costs. Said invoices
 24 shall coincide with the invoices received by the CITY for the
 25 design and construction of the project.

26 It is agreed by the parties hereto that the actual costs
 27 of the project may exceed the project costs estimated on Exhibit
 28 "B" by a percentage amount equal to, and determined by, the
 29 following:

- 30 (1) The same percentage increase as reflected by the
 31 index figure of the Consumer Price Index published
 32 by the Bureau of Labor Statistics, United States

1 Department of Labor which is applicable to the
2 Southern Nevada area for the time period from the
3 execution of this Agreement to and including the
4 completion of each phase of the construction of
5 the project, plus

6 (2) A fifteen per cent (15%) margin of error in
7 projected estimates.

8 A combination of the Consumer Price Index and the
9 fifteen per cent (15%) margin of error represents a ceiling or
10 limit by which the actual costs of the project may exceed the
11 estimated costs contained on Exhibit "B".

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

17 SECTION V: OWNERSHIP OF THE EXPANDED FACILITIES

18 The Center is presently owned and operated by the CITY.
19 Any expansion to the Center, although funded in part by CLARK
20 COUNTY and NORTH LAS VEGAS under the terms of this Agreement,
21 shall remain the sole and separate property of the CITY, and
22 neither Clark County nor North Las Vegas shall have any voice in
23 the operation thereof.

24
25 SECTION VI: ADOPTION OF ENGINEERING PLANS AND
SUPERVISION OF CONSTRUCTION

26 It is agreed by the parties hereto that adoption of the
27 final engineering plans and specifications for each phase of the
28 Master Plan, as well as control and supervision of the actual
29 construction, shall be under the control of the CITY. However,
30 copies of the engineering plans and specifications, prior to the
31 CITY accepting bids on the proposed expansion of the Center, shall
32 be submitted to CLARK COUNTY and to NORTH LAS VEGAS. CLARK COUNTY

1 and NORTH LAS VEGAS shall have the right to recommend any changes
2 in the engineering plans and specifications which may be accepted
3 or rejected by the CITY in the finalized plans and specifications
4 subject to bid.

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

7 SECTION VII: CHANGE ORDERS

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

14 SECTION VIII: GUARANTEED USE OF THE CENTER

15 [^] The City agrees to provide the respective parties with
16 the services of the Center stated in the Services Agreements for
17 a minimum of ten (10) years [^] and thereafter on a year to year
18 basis until the capacity of the expanded Center, in the sole judg-
19 ment of the City, is reached. This Agreement and the Services
20 Agreements may be cancelled by the City only at the end of any
21 fiscal year after such capacity is reached by giving written notice
22 to the other parties hereto at least one hundred eighty (180) days
23 prior to the end of the fiscal year in which such cancellation
24 is to become effective.

25 This guaranteed [^] use of the Center is subject to the
26 following conditions:

- 27 1. With respect to the services to be provided to
28 Clark County, the number of animals received from
29 Clark County does not exceed fifty per cent (50%)
30 of the expanded capacity of the [^] Center.
31 2. With respect to the services to be provided to
32 North Las Vegas, the number of animals received

0213

1 from North Las Vegas does not exceed twenty percent
2 (20%) of the expanded capacity of the Center.

3 In the event that the number of animals received during
4 the guaranteed minimum number of service years is exceeded by
5 either CLARK COUNTY or NORTH LAS VEGAS, and the Center is operat-
6 ing at or in excess of one hundred ten percent (110%) of capacity
7 as determined in the sole judgment of the CITY, then the CITY
8 upon thirty (30) days' prior written notice to CLARK COUNTY or
9 NORTH LAS VEGAS, as the case may be, shall have the right to
10 refuse service to any animal which is in excess of the limits
11 stated herein from the jurisdiction of that party until a future
12 expansion is agreed to by the CITY and the party exceeding the
13 limit and said expansion is completed and accepted by the CITY.

14 In the event that the expansion of facilities cannot be
15 agreed to by the CITY and the party exceeding its animal popula-
16 tion limit, then the CITY shall be obligated to accept only the
17 number of animals from that party which does not exceed that
18 party's allocated portion of the expanded capacity of the Center
19 for the remainder of the period during which this Agreement
20 remains in effect.

21 SECTION IX: DEPENDENCY UPON SERVICES AGREEMENTS

22 This Agreement, as between the CITY and CLARK COUNTY
23 and between the CITY and NORTH LAS VEGAS severally:

- 24 1. Is dependent upon the Services Agreements between
25 the CITY and the other parties to the respective
26 agreements.
- 27 2. Will not become effective, as to each of such other
28 parties, unless and until the Services Agreement
29 between the CITY and that party has been fully
30 executed.
- 31 3. Will continue in full force and effect, as to each
32 of such other parties, as long as, but only as long

1 as, the Services Agreement between the CITY and tha
2 party remains in full force and effect.

- 3 4. Will be automatically cancelled, as to each of such
4 other parties, concurrently with the cancellation,
5 if any, of the Services Agreement between the CITY
6 and that party.

7 SECTION X: EFFECT OF CANCELLATION

8 In the event of the cancellation of this Agreement,
9 as to either CLARK COUNTY or NORTH LAS VEGAS, pursuant to subsec-
10 tion 4 of Section IX above, CLARK COUNTY or NORTH LAS VEGAS, as
11 the case may be, shall be relieved of any further obligation
12 hereunder, with the exception of the obligation of said party to
13 pay its proportionate share of the value of all of the work
14 contemplated herein which has been completed as of the effective
15 date of such cancellation, and all monies which have theretofore
16 been paid to the City by said party hereunder shall belong to
17 the City.

0215

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

4 CITY OF LAS VEGAS,

5
6 By WILLIAM H. BRIARE, MAYOR

7 ATTEST:

8
9 Carol Ann Hawley, City Clerk

10
11 CITY OF NORTH LAS VEGAS

12
13
14 By JAMES SEASTRAND, Mayor

15 ATTEST:

16
17 Esther Borden, City Clerk

18
19 COUNTY OF CLARK

20
21 By Chairman,
22 Board of County Commissioners

23 ATTEST:

24
25 Loretta Bowman, County Clerk

City of Las Vegas

AGENDA DOCUMENTATION

Date: June 29, 1984

0216

TO: The City Council

FROM:

George F. Caplan
CITY ATTORNEYSUBJECT: Approval of Ballot Question Re: Increase in Motor Vehicle Fuel
Tax for Street Maintenance PurposesPURPOSE/BACKGROUND

Bill No. 84-27, if it is adopted, orders that a referendum question be included on the ballot for the general election which will be held on Tuesday, November 6, 1984, concerning the imposition of an additional excise tax on motor vehicle fuels which are sold within the corporate boundaries of the City. It is suggested that the ballot question read as follows:

Shall Ordinance No. 3119 of the City of Las Vegas, Nevada, which increases the excise tax on motor vehicle fuel sold within the corporate boundaries of said City at a rate not to exceed one cent per gallon for the sole purpose of repairing or restoring existing paved roads, streets and alleys within the said City, with the exact rate of such tax to be that proportion of one cent, in hundredths of a cent, which the sum of the populations of the participating governmental entities in Clark County bears to the population of the entire county be approved?

It is further suggested that the explanation of the ballot question, to be included on the ballot, read as follows:

A "yes" vote on this question will establish an additional excise tax on motor vehicle fuel sold within the corporate boundaries of the City of Las Vegas to be used exclusively to repair or restore existing paved roads, streets and alleys therein.

A "no" vote will not establish this tax.

FISCAL IMPACT

None

RECOMMENDATIONS

It is recommended that the foregoing ballot question and explanation be approved.

Agenda Item

V-F

June 6, 1984

0217

N O T I C E

The following Bills proposed for adoption by the City Council of the City of Las Vegas, Nevada, will be the subject of PUBLIC COMMENT before the respective Recommending Committees at the hour of 4:00 P.M., Monday, June 18, 1984, in the City Manager's Conference Room, 10th Floor, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

- A. BILL NO. 84-26 - PROVIDES FOR THE REGULATION OF ADVERTISING SIGNS WHICH ARE RESTED AGAINST OR ATTACHED TO MOTOR VEHICLES AND EXEMPT FROM THE DEFINITION OF "OFF-PREMISE SIGN" SIGNS WHICH ARE LOCATED IN THE PUBLIC RIGHT-OF-WAY AND CONTAIN LESS THAN 24 SQUARE FEET PER SIDE.
Committee: Councilmen Nolen and Lurie
- B. BILL NO. 84-27 - IMPDSES AN OPTIONAL INCREASE IN THE MOTOR FUEL TAX AUTHORIZED BY ASSEMBLY BILL NO. 662 PASSED BY THE 1983 NEVADA LEGISLATURE IF SO APPROVED BY THE CITY VOTERS.
Committee: Councilmen Lurie and Nolen
- C. BILL NO. 84-28 - CLARIFIES OFF-STREET PARKING REQUIREMENTS WITH RESPECT TO OFF-SITE AND SHARED-USE PARKING LOTS.
Committee: Councilmen Lurie and Nolen
- D. BILL NO. 84-29 - ALLOWS COMMERCIAL STORAGE UNITS IN THE C-1 ZONING DISTRICT BY WAY OF A SPECIAL USE PERMIT.
Committee: Councilmen Lurie and Nolen
- E. BILL NO. 84-30 - ADDS DEFINITIONS OF "CONVENTION" AND "TRADE SHOW" TO CHAPTER ON CONVENTION AND TRADE SHOW BUSINESS LICENSES.
Committee: Councilmen Christensen and Nolen
- F. BILL NO. 84-31 - ADDS A DISTRICT CONSISTING OF CERTAIN BLOCKS ON HIGHLAND DRIVE AND MILLER AVENUE IN WHICH NON-RESTRICTED GAMING MAY BE CONDUCTED.
Committee: Councilmen Nolen and Christensen
- G. BILL NO. 84-32 - ANNEXATION NO. A-11-84(A), PROPERTY LOCATED ON THE SOUTH SIDE OF DEL REY AVENUE, WEST OF REDWOOD STREET; PETITIONED BY: BONANZA HOLDINGS, LTD.; ACREAGE: APPROXIMATELY 5.16 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).
Committee: Councilmen Lurie and Christensen

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

AGENDA*City of Las Vegas*

July 5, 1984

Page 24

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES

- A. BILL NO. 84-26 - PROVIDES FOR THE REGULATION OF ADVERTISING SIGNS WHICH ARE RESTED AGAINST OR ATTACHED TO MOTOR VEHICLES AND EXEMPT FROM THE DEFINITION OF "OFF-PREMISE SIGN" SIGNS WHICH ARE LOCATED IN THE PUBLIC RIGHT-OF-WAY AND CONTAIN LESS THAN 24 SQUARE FEET PER SIDE.

Committee: Councilmen Nolen and Lurie

First Publication: SUN - 7/4/84

Committee Recommendation:

Adoption at the City Council meeting 7/18/84 as per First Amendment.

(NOTE: NO FINAL ACTION MAY BE TAKEN AT THE 7/5/84 MEETING.)

Recommendation
Noted

7/18/84 Agenda

- B. BILL NO. 84-27 - IMPOSES AN OPTIONAL INCREASE IN THE MOTOR FUEL TAX AUTHORIZED BY ASSEMBLY BILL NO. 662 PASSED BY THE 1983 NEVADA LEGISLATURE IF SO APPROVED BY THE CITY VOTERS

Committee: Councilmen Lurie and Nolen

First Publication: Review-Journal, 6/23/84

Committee Recommendation:

Adoption at the City Council meeting 7/5/84.

Lurie -
Second Reading and
Bill ADOPTED.
Motion carried with
Briere and
Christensen voting
"No."

Clerk to proceed
with second
publication.

APPROVED AGENDA ITEM

mp *Co*

AFFIDAVIT OF POSTING

0219

(Posting required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)

COUNTY OF CLARK) ss

Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 11th day of June, 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 NOTICE of a INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances to be held on the 18th day of June, 1984, 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 Chamber)

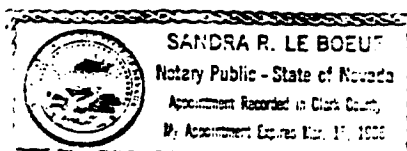
Joanne Perry
SIGNATURE

City Clerk
DEPARTMENT

Subscribed and sworn to before me this

11th day of June, 1984

Sandra R. Le Boeuf
NOTARY PUBLIC in and for said County
and State. My Commission expires:



(Mailing required under the provisions of NRS CHAPTER 241)

STATE OF NEVADA)
)
COUNTY OF CLARK) ss

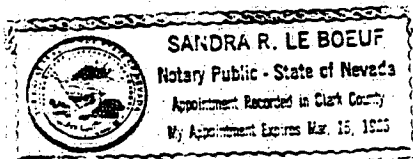
Joanne Perry, an employee of the City of Las Vegas, Nevada being first duly sworn, deposes and says that on the 11th day of June, 1984, a copy of a NOTICE OF INFORMATION MEETING before various RECOMMENDING COMMITTEES relative to proposed ordinances, to be held at the hour of 4:00 Pm, on Monday June 18, 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).

Joanne Perry
SIGNATURE (an employee in the Office of
the CITY CLERK)

Subscribed and sworn to before me this

11th day of June 1984

Sandra R. LeBoeuf
NOTARY PUBLIC in and for said County
and State.
My Commission expires: 3-15-86



CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

June 19, 1984

0221

TO:

FILE

FROM:

CAH
CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING
JUNE 18, 1984

COPIES TO: 6/20/84 & 7/5/84 City Council Bo
City Attorney
Business Activity Director
Community Planning & Development Director
Public Services Director
Engineering Services Director
Building & Safety Director
Metro
Fire Services Chief

MEETING HELD: Monday, June 18, 1984, at 4:00 P.M. in the City Manager's Conference Room, 10th Floor, 400 East Stewart Avenue, Las Vegas, Nevada. Meeting adjourned at 4:35 P.M.

PRESENT: Councilman Ron Lurie
Councilman Paul J. Christensen
Councilman Bob Nolen
City Manager Ashley Hall
Deputy City Manager Don Saylor
Deputy City Manager Michael Cool
City Attorney George Ogilvie
Harold Foster, Dir., Community Planning & Development
Gene Donovan, Dir., Public Services
Marge Hether, Business Activity
Richard McGough, Business Activity
Lt. Messinger, LVMPD
Robert Van Nostrand, Donrey Outdoor Advertising
Jack Doyle, Las Vegas Restaurant & Tavern Association
Danny Winder, Colony Club
Joseph Whalin
Jamie Hurly, Las Vegas Sun
City Clerk Carol Ann Hawley
Deputy City Clerk Sandra R. LeBoeuf

- A. BILL NO. 84-26 - PROVIDES FOR THE REGULATION OF ADVERTISING SIGNS WHICH ARE RESTED AGAINST OR ATTACHED TO MOTOR VEHICLES AND EXEMPT FROM THE DEFINITION OF "OFF-PREMISE SIGN" SIGNS WHICH ARE LOCATED IN THE PUBLIC RIGHT-OF-WAY AND CONTAIN LESS THAN 24 SQUARE FEET PER SIDE.

Committee: Councilman Nolen and Lurie

Committee recommended Bill be held in abeyance until the next Recommending Committee meeting on July 2, 1984. See Verbatim Transcript attached for details.

RECOMMENDING COMMITTEE MEETING
JUNE 18, 1984
Page 2

- B. BILL NO. 84-27 - IMPOSES AN OPTION INCREASE IN THE MOTOR FUEL TAX AUTHORIZED BY ASSEMBLY BILL NO. 662 PASSED BY THE 1983 NEVADA LEGISLATURE IF SO APPROVED BY THE CITY VOTERS.

Committee: Councilmen Lurie and Nolen

No one spoke in opposition. Councilman Lurie advised that RTC had approved a resolution requesting all the Cities and County adopt this ordinance and put it on the ballot in November to request the voters to approve. This money would be used in the maintenance of the roads within each entity's jurisdiction and administered by the local entities. The money would be divided up based on a ratio of the population within those areas. The Committee recommended the Bill be adopted at the July 5, 1984 City Council meeting and that the County be notified the Council would be acting on this so that they could act accordingly.

- C. BILL NO. 84-28 - CLARIFIES OFF-STREET PARKING REQUIREMENTS WITH RESPECT TO OFF-SITE AND SHARED-USE PARKING LOTS.

Committee: Councilmen Lurie and Nolen

No one spoke in opposition. Councilman Lurie advised this ordinance was just to correct the language to reflect the original intent of the ordinance. Committee recommended adoption at the July 5, 1984 City Council meeting.

- D. BILL NO. 84-29 - ALLOWS COMMERCIAL STORAGE UNITS IN THE C-1 ZONING DISTRICT BY WAY OF A SPECIAL USE PERMIT.

Committee: Councilmen Lurie and Nolen

No one spoke in opposition. Committee recommended adoption at the July 5, 1984 City Council meeting.

- E. BILL NO. 84-30 - ADDS DEFINITIONS OF "CONVENTION" AND "TRADE SHOWS" TO CHAPTER ON CONVENTION AND TRADE SHOW BUSINESS LICENSES.

Committee: Councilmen Christensen and Nolen

No one spoke in opposition. City Attorney Ogilvie advised that at the present time there was a problem with the wording of the convention sales ordinance which allows only the sale of goods by exhibitors in relation to bona fide convention and trade shows. The proposed amendment will broaden that definition to allow the sales of goods in a variety of situations which are beneficial. These sales or services must reasonably relate to the primary interests of the convention. The Bill could be amended to have a period on line 22 after the word convention to insure that this be accomplished. The Committee recommended the Bill be adopted as per first amendment at the July 5, 1984 City Council meeting.

RECOMMENDING COMMITTEE MEETING
JUNE 18, 1984
Page 3

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- F. BILL NO. 84-31 - ADDS A DISTRICT CONSISTING OF CERTAIN BLOCKS ON HIGHLAND DRIVE AND MILLER AVENUE IN WHICH NON-RESTRICTED GAMING MAY BE CONDUCTED.
Committee: Councilmen Nolen and Christensen

No one spoke in opposition. Danny Winder, representing the Colony Club, stated that they would like to put in a poker table and at a later time "21" tables. Committee set the date for a public hearing for July 5, 1984 at 2:00 P.M.

- G. BILL NO. 84-32 - ANNEXATION NO. A-11-84(A), PROPERTY LOCATED ON THE SOUTH SIDE OF DEL REY AVENUE, WEST OF REDWOOD STREET; PETITIONED BY: BONANZA HOLDINGS, LTD.; ACREAGE: APPROXIMATELY 5.16 ACRES; ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).
Committee: Councilmen Lurie and Christensen

No one spoke in opposition. Committee recommended adoption of the Bill at July 5, 1984 City Council meeting.

Attachment

EXCERPT - RECOMMENDING COMMITTEE MEETING - JUNE 18, 1984
A. BILL NO. 84-26

0224
PAGE 1

COUNCILMAN LURIE: Okay, we'll go back up to Item A since Councilman Nolen is here now on Bill 84-26. Councilman Nolen.

COUNCILMAN NOLEN: This is a bill that was sponsored by myself. It provides for the regulation of advertising signs which are rested against or attached to motor vehicles and exempt from the definition of "off-premise sign" signs which are located in the public right-of-way and contain less than 24 square feet per side. This is a public hearing and it has been properly noticed. Is there anybody here to speak on this bill?

JACK DOYLE: I didn't see the Bill, Commissioner. Jack Doyle, Las Vegas Restaurant & Tavern Association. I didn't see the Bill. I was interested in the signs for special events for cocktail lounges. These are signs we're talking about that they put out for two days.

CITY ATTY. OGILVIE: I don't think, Jack, that it hasn't anything to do with what you're talking about. Some commercial businesses have developed a practice of leaning signs against automobiles parked in public right-of-way which have a tendency of blowing into the driveway portion. This will prohibit that unless there's a permit gotten; and it also, with respect to signs that are affixed to automobiles, it limits the size to four square feet.

JACK DOYLE: In other words if you have a pickup truck and you park it -- and you have the signs on the back of your pickup truck and you set it on in your --

COUNCILMAN NOLEN: On your property?

JACK DOYLE: Yes, on the property?

CITY ATTY. OGILVIE: If it's within the setback distance on you property, then it comes under this, yes.

JACK DOYLE: Special events and, of course, you have political signs the same way. They're on pickup trucks that are sitting out on the right-of-way.

COUNCILMAN NOLEN: I do have a question on political signs because political signs are covered under a separate ordinance, aren't they?

CITY ATTY. OGILVIE: Political signs are exempted from the sign ordinance.

COUNCILMAN NOLEN: Yes, it doesn't have any bearing on this at all.

ROBERT VAN NORSTRAND: Are we, in fact, also -- is this addressing also the trailer signs or the A-frame on the trailers that you see out in the right-of-ways or areas like this? Is this then going to allow that?

COUNCILMAN NOLEN: This has nothing to do with those political signs.

ROBERT VAN NORSTRAND: The trailers.

COUNCILMAN CHRISTENSEN: He's talking about trailer signs that aren't political signs.

COUNCILMAN LURIE: If it's non-political, yes. The answer to your question is yes.

CITY ATTY. OGILVIE: Actually, I didn't realize that there were A-frames in this.

COUNCILMAN LURIE: It wouldn't be the first time, George.

CITY ATTY. OGILVIE: This uses the phrase, "motor vehicles."

COUNCILMAN NOLEN: Yes. My big concern is -- and I can right off the top of my head, I know two locations where this happens. One of them is right down Maryland Parkway, it's a beauty shop. Every morning the lady parks her car there, gets out, opens the truck and takes a sign and sticks it on the street right behind the car just like that and it just looks bad. The wind knocks it over. Blows it out into traffic all the time. It's a problem and that's basically one of the problems I have with -- one of the reasons I'm supporting this ordinance, but as far as political signs or the A-frame -- because it does specifically say motor vehicle, I don't think it covers A-frames.

JACK DOYLE: Doesn't trailers have to be licensed? The trailers have to be licensed by Motor Vehicles?

CITY ATTY. OGILVIE: They may have to --

COUNCILMAN NOLEN: They are not motorized vehicles though because a trailer that requires a license doesn't give it a designation of motor vehicle. It's still a trailer.

EXCERPT - RECOMMENDING COMMITTEE MEETING - JUNE 18, 1984

A. BILL NO. 84-26

PAGE 3

JACK DOYLE: What I'm getting at is, if I have a pickup truck and I have a sign, 4x8 sign on my pickup truck, and I back my pickup truck into a parking space instead of pulling it in or backing it in where it's facing out like out in the street, it would be on the right-of-way -- highway right-of-way more or less for special occasions, for music and stuff like that, that's what I'm interested in -- as taverns. They're having a special event at a tavern and this whatever --

COUNCILMAN NOLEN: It would require a permit.

JACK DOYLE: That's right.

CITY ATTY. OGILVIE: If it's in a public right-of-way or within the setback.

COUNCILMAN NOLEN: Only if it's in within the public right-of-way, you're talking about backing into one of your parking stalls. How could that be on public right-of-way?

CITY ATTY. OGILVIE: It could be in the --

COUNCILMAN LURIE: How are you going to police this?

DEPUTY CITY MGR. SAYLOR: More than likely in connection with the taverns there's no setback requirements. As long as your on private property, there's no setback.

CITY ATTY. OGILVIE: Okay, there wouldn't be setbacks?

DEPUTY CITY MGR. SAYLOR: No.

COUNCILMAN CHRISTENSEN: It says right here, George, on page two, "provided, however, that no such permit shall be required to affix an advertisement, bill, notice, sign, picture, card or poster to a motor vehicle if such advertisement, bill, notice, sign, picture, card or poster does not exceed 4 square feet in area and does not project more than 2 inches from either side of the vehicle or beyond the front or rear bumper." So, if a person puts a side board on the side of his truck that doesn't protrude beyond the truck.

CITY ATTY. OGILVIE: Yes, but that --

JACK DOYLE: But you're not allowed to park out in the street.

EXCERPT - RECOMMENDING COMMITTEE MEETING - JUNE 18, 1984

A. BILL NO. 84-26

PAGE 4

DEPUTY CITY MGR. SAYLOR: That's right. You could not park the truck in the street with the sign on.

JACK DOYLE: That's going to stop Shetakis and all these other people from parking then. You're going to open up a can of worms there. I've got signs on the back of my truck. They've got signs, Lucky's Supermarket, things like that. They have signs on advertising their place of business.

COUNCILMAN LURIE: The reason for this ordinance was for what Councilman Nolen mentioned was one incident down here where they parked the truck out advertising the beauty shop. There's another one that bothers me up on Charleston. The shopping center next to McDonald's and you can check that out, there's a truck up there with two flat tires and advertises hamburgers for 39 cents that should be towed away. It's a public nuisance.

COUNCILMAN NOLEN: But it's on private property.

COUNCILMAN LURIE: It's on private property. Now, see that bothers me. This one bothers you. I think that's what this ordinance should address.

COUNCILMAN CHRISTENSEN: I know. I agree with that, but I'm not sure we're making this ordinance -- maybe this ordinance goes too far and you could conceivably cite a person that had the name of his firm painted on the side of his truck while he's making a delivery.

CITY ATTY. OGILVIE: This does not include painting. This includes things that are affixed, not painting.

COUNCILMAN CHRISTENSEN: Okay. Glazer Brothers has brackets on the side of their truck and they slide placards in there that are provided by the tobacco companies that fit in just like a movie show card used to when you and I were kids, George. They slide right in, now that's not painted on the truck. That means while he's delivering cigars, you could fine him.

CITY ATTY. OGILVIE: If he does not have a permit.

COUNCILMAN CHRISTENSEN: He'd have to have a permit to have his name on the side of his truck?

CITY ATTY. OGILVIE: If it exceeds the four square feet.

COUNCILMAN CHRISTENSEN: I have a problem with that.

COUNCILMAN NOLEN: I don't think that's what we're looking to get into.

COUNCILMAN CHRISTENSEN: It's not what you're looking to get into, but that's what you do by accident.

COUNCILMAN LURIE: Why can't we possibly send this ordinance back and have it rewritten to address the concerns that we have. Maybe get a committee together, come up with something that might be acceptable to the Board that doesn't open up this can of worms.

CITY ATTY. OGILVIE: What is primarily to do is what you and Councilman Nolen suggested.

COUNCILMAN NOLEN: Yes.

COUNCILMAN LURIE: Can this be reworked and then brought back to us?

CITY ATTY. OGILVIE: We do have somewhat of a problem because Harold, I think, has a problem on the other half of the Bill for the exemption -- the definition of off-premise signs, the bus shelter signs.

HAROLD FOSTER: We can go another meeting or so. We just want to get going as soon as we can.

COUNCILMAN LURIE: We won't kill this then, we'll just refer it to the next meeting.

ROBERT VAN NORSTRAND: The only thing you really need is something in the ordinance that would clarify anything that would alter the shape of that vehicle from its original form. An A-frame in the back of the truck that would alter it from its original condition. These little slide panels on the back of the truck would not alter it from its original condition.

COUNCILMAN NOLEN: Well, I'm not sure that we're looking to -- you know, like in the case of Mr. Doyle here brought up where there's an special event at a local tavern and he has some signs made up and puts them on the back of his pickup truck a week or two weeks ahead. Are we looking to -- that truck is fixed. I'm more concerned with the disabled vehicle that's being used. I can -- since he mentioned, I can think of a couple more that I can think of too and the signs, the sandwich signs they just take out of their cars and set them out on the

EXCERPT - RECOMMENDING COMMITTEE MEETING - JUNE 18, 1984
A. BILL NO. 84-26

0229

PAGE 6

COUNCILMAN NOLEN: sidewalk or set them out on the street when they go to work that morning, and that's really what we're looking -- I think we're lookin for, not necessarily that concern you outlined. So why don't we refer it back to staff.

COUNCILMAN CHRISTENSEN: Could we do the same thing, George, if we took out on page two -- if you took out on line ten, does not exceed four square feet in area and made to read that such advertisement bill notice signs such as card and poster does not project more than two each inches from either side of the vehicle or beyond the front and rear bumper?

CITY ATTY. OGILVIE: I think that probably would get it.

COUNCILMAN NOLEN: Why don't we refer back and let you look into that and see if that'd clean it up and then we can set it at the next -- when's our next committee meeting?

CITY CLERK HAWLEY: Two weeks from today.

COUNCILMAN CHRISTENSEN: Well, then you see you couldn't lean them up against it. You couldn't make them stick out beyond the sides. You couldn't make them stick out beyond the front or the back.

COUNCILMAN LURIE: July 2nd we'll put this back on. This Bill then will be back on for the second, July 2nd and we'll have the amendment to it.

END OF EXCERPT

INTER-OFFICE MEMORANDUM

July 2, 1984

0230

TO:

FILE

FROM:

CA
CAROL ANN HAWLEY
CITY CLERK

SUBJECT:

RECOMMENDING COMMITTEE MEETING
JULY 2, 1984

COPIES TO:

7/5/84 and 7/18/84 City Council Blue Books
City Attorney
Business Activity Director
Community Planning and Development Director
Public Services Director
Building and Safety DirectorMetro
Fire Services

MEETING HELD:

Monday, July 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 4:10 P.M.

PRESENT:

Councilman Ron Lurie
Councilman Al Levy
Deputy City Manager Don Saylor
City Attorney George Ogilvie
Director of Community Planning and Development Harold Foster
City Clerk Carol Ann Hawley
Deputy City Clerk Linda Owens
Jamie Hurly, Las Vegas SUN

EXCUSED:

Councilman Bob Nolen

- A. BILL NO. 84-26 - PROVIDES FOR THE REGULATION OF ADVERTISING SIGNS WHICH ARE RESTED AGAINST OR ATTACHED TO MOTOR VEHICLES AND EXEMPT FROM THE DEFINITION OF "OFF-PREMISE SIGN" SIGNS WHICH ARE LOCATED IN THE PUBLIC RIGHT-OF-WAY AND CONTAIN LESS THAN 24 SQUARE FEET PER SIDE. (FIRST AMENDMENT)

Committee: Councilmen Nolen and Lurie

City Attorney George Ogilvie said at the previous Recommending Committee meeting there was an objection to the size of the signs that could be affixed to vehicles. The first amendment to this bill eliminates the size of the signs and states the sign cannot interfere with the operator's vision, nor extend more than 2 inches on either side of the vehicle, cannot extend beyond the front or rear bumpers, nor 6 inches above the trailer or cab. With respect to trailers, the sign cannot extend beyond 2 inches on either side or on either end and cannot be higher than 6 feet above whatever surface it is resting on. Committee recommended adoption at the July 18, 1984 City Council meeting as per First Amendment.

RECOMMENDING COMMITTEE MEETING
JULY 2, 1984
PAGE 2

- B. BILL NO. 84-33 - SPECIAL IMPROVEMENT DISTRICT NO. 451 - STEP NO. 11B - ORDINANCE CREATING DISTRICT, IMPROVEMENTS: INCLUDE THE INSTALLATION OF A PAVEMENT SECTION, CONCRETE SIDEWALKS, STANDARD "L" TYPE CURB AND GUTTERS, STREET LIGHTING CONSISTING OF HIGH PRESSURE SODIUM LUMINAIRES, COMMERCIAL DRIVEWAY APPROACHES, RESIDENTIAL DRIVEWAY APPROACHES AND SEWER LATERALS FROM THE EXISTING SEWER MAINS. LOCATION: ON BOTH SIDES OF JONES BOULEVARD FROM CARTIER AVENUE TO RANCHO DRIVE.

Committee: Councilmen Levy and Nolen

No one spoke in opposition. Committee recommended adoption at the July 18, 1984 City Council meeting.

- C. BILL NO. 84-34 - SPECIAL IMPROVEMENT DISTRICT NO. 456 - STEP NO. 11B - ORDINANCE CREATING DISTRICT, 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 OAKLEY BOULEVARD AND CHARLESTON BOULEVARD.

Committee: Councilmen Levy and Nolen

No one spoke in opposition. Committee recommended adoption at the July 18, 1984 City Council meeting.

City of Las Vegas

AGENDA DOCUMENTATION

Date: May 31, 1984TO:
The City CouncilFROM: *Robert S. Sylvain*
ROBERT S. SYLVAIN,
DEPUTY CITY ATTORNEY

0232

SUBJECT:
Bill No. 84-27PURPOSE/BACKGROUND

During the 1983 legislative session, the Nevada Legislature enacted NRS 365.192, which granted to the local governments within the State of Nevada the option of imposing, within their respective boundaries, an increase in the Motor Vehicle Fuel Tax, to be used only for the repair and maintenance of existing roads, streets and alleys. In order for a local government to exercise this option it must (1) pass an ordinance increasing the tax within its jurisdiction, and (2) obtain approval of its voters for the tax increase. Bill No. 84-27, if it is adopted, is the first step by the City of Las Vegas in exercising this option by fulfilling the first condition and referring the question of such increase to the citizens of the City for their approval at the November 6, 1984 general election.

The Clark County Regional Transportation Commission has requested in its Resolution No. 63 that the City adopt an ordinance imposing the optional tax.

FISCAL IMPACTRECOMMENDATIONS

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

Agenda Item

VI. - B.

AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- C. BILL NO. 84-28 - CLARIFIES OFF-STREET
PARKING REQUIREMENTS WITH RESPECT TO
OFF-SITE AND SHARED-USE PARKING LOTS.

Committee: Councilmen Lurie and Nolen

First Publication: Review-Journal, 6/23/84

Committee Recommendation:

Adoption at the City Council meeting 7/5/84.

Lurie-
Second Reading and
Bill ADOPTED.
Unanimous

Clerk to proceed
with second
publication.

- D. BILL NO. 84-29 - ALLOWS COMMERCIAL STORAGE
UNITS IN THE C-1 ZONING DISTRICT BY WAY OF
A SPECIAL USE PERMIT.

Committee: Councilmen Lurie and Nolen

First Publication: Review-Journal, 6/23/84

Committee Recommendation:

Adoption at the City Council meeting 7/5/84.

Lurie -
Second Reading and
Bill ADOPTED.
Unanimous

Clerk to proceed
with second
publication.

APPROVED AGENDA ITEM

City of Las Vegas

AGENDA DOCUMENTATION

0234

Date: May 29, 1984

TO:
The City CouncilFROM:
Val Steed
Deputy City Attorney *Val Steed*SUBJECT:

Bill No. 84-28: Clarifies off-street parking requirements with respect to off-site and shared-use parking lots

PURPOSE/BACKGROUND

This bill, if adopted, would clarify the requirements of the City Code with respect to off-site and shared-use parking lots. The actual language of the present ordinance provides that such parking lots must be not less than three hundred feet from the building or use which they are intended to serve. The intent of the present ordinance was to require such lots to be not more than three hundred feet away, and the Code has been so interpreted and applied. This bill, therefore, merely corrects the language to reflect the original intent of the ordinance and the manner in which it has been applied.

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 - C.

AGENDA DOCUMENTATION

Date: May 29, 1984

TO:
The City Council

FROM:
Val Steed
Deputy City Attorney

SUBJECT:

Bill No. 84-29: Allows commercial storage units in the C-1 Zoning District by way of a special use permit

PURPOSE/BACKGROUND

This bill, if adopted, will allow commercial storage units in the C-1 Zoning District by way of a special use permit. Under current provisions, this use is first available in the C-2 District (as a matter of right). It is now felt that commercial storage units can be designed and made compatible with C-1 uses through the use permit process.

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 -D.

0236

AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- E. BILL NO. 84-30 - FIRST AMENDMENT - ADDS DEFINITIONS OF "CONVENTION" AND "TRADE SHOW" TO CHAPTER ON CONVENTION AND TRADE SHOW BUSINESS LICENSES.

Committee: Councilmen Christensen and Nolen

First Publication: Review-Journal, 6/23/84

Committee Recommendation:

Adoption at the City Council meeting 7/5/84 as per First Amendment.

Christensen -
Second Reading and
Bill ADOPTED as per
First Amendment.
UnanimousClerk to proceed
with second
publication.

- F. BILL NO. 84-31 - ADDS A DISTRICT CONSISTING OF CERTAIN BLOCKS ON HIGHLAND DRIVE AND MILLER AVENUE IN WHICH NON-RESTRICTED GAMING MAY BE CONDUCTED.

Committee: Councilmen Nolen and Christensen

First Publication: Review-Journal, 6/23/84

Committee Recommendation:

Public Hearing to be held at the City Council meeting 7/5/84.

ABEYANCE

7/18/84 Agenda

NOTE: This bill cannot be adopted until after the 2:00 P.M. public hearing.

APPROVED AGENDA ITEM

mp Core

City of Las Vegas

0237

AGENDA DOCUMENTATION

Date: May 22, 1984

TO:
The City CouncilFROM: *Robert Yeargin*
Robert Yeargin
Deputy City Attorney

SUBJECT: Bill No. 84-30 Adds definitions of "convention" and "trade show" to chapter on convention and trade show business licenses.

PURPOSE/BACKGROUND

The purpose of Bill No. 84-30 is to clarify the sort of business that is eligible for a convention or trade show business license. The existing language of LVMC § 6.28.010 refers only to exhibitors and operators in relation to "bona fide" conventions and trade shows. These amendments would require that conventions have a program and that goods or services offered by convention exhibitors "relate to the primary interests of the convention or the organization sponsoring the convention." A trade show is defined as a "show featuring lines of reasonably related goods or services. . . ." The definition excludes "gatherings of sellers of unrelated merchandise. . . ."

FISCAL IMPACT

None

RECOMMENDATIONS

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

Agenda Item

VI - E.

AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- G. BILL NO. 84-32 - ANNEXATION NO. A-11-84(A), PROPERTY LOCATED ON THE SOUTH SIDE OF DEL REY AVENUE, WEST OF REDWOOD STREET; PETITIONED BY: BONANZA HOLDINGS, LTD.; ACREAGE: APPROXIMATELY 5.16 ACRES: ZONED: R-E (COUNTY CLASSIFICATION) N-U (CITY EQUIVALENT).

Committee: Councilmen Lurie and Christensen

First Publication: Review-Journal, 6/23/84

Committee Recommendation:

Adoption at the City Council meeting 7/5/84.

Lurie -
Second Reading and
Bill ADOPTED.
Unanimous

Clerk to proceed
with second
publication.

- H. BILL NO. 84-33 - SPECIAL IMPROVEMENT DISTRICT NO. 451, STEP NO. 11B - ORDINANCE CREATING DISTRICT, IMPROVEMENTS: INCLUDE THE INSTALLATION OF A PAVEMENT SECTION, CONCRETE SIDEWALKS, STANDARD "L" TYPE CURB AND GUTTERS, STREET LIGHTING CONSISTING OF HIGH PRESSURE SODIUM LUMINAIRES, COMMERCIAL DRIVEWAY APPROACHES, RESIDENTIAL DRIVEWAY APPROACHES AND SEWER LATERALS FROM THE EXISTING SEWER MAINS, LOCATION: ON BOTH SIDES OF JONES BOULEVARD FROM CARTIER AVENUE TO RANCHO DRIVE.

Committee: Councilmen Levy and Nolen

First Publication: SUN - 7/4/84

Committee Recommendation:

Adoption at the City Council meeting 7/18/84.

Recommendation
Noted

7/18/84 Agenda

(NOTE: NO FINAL ACTION MAY BE TAKEN
AT THE 7/5/84 MEETING.)

APPROVED AGENDA ITEM

mp Coe

AGENDA DOCUMENTATION

Date: May 22, 1984

TO:
The City Council

FROM:
Val Steed
Deputy City Attorney

SUBJECT: Bill No. 84-32
Annexation No. A-11-84(A)

PURPOSE/BACKGROUND

The proposed ordinance annexes certain real property located on the south side of Del Rey Avenue, west of Redwood Street. The annexation process has now been completed in accordance with the NRS and the final date of annexation (July 13, 1984) is set by this ordinance.

The following is pertinent information:

Annexation No.:	A-11-84(A)
Property Located:	On the south side of Del Rey Avenue, west of Redwood Street
Petitioned By:	Bonanza Holdings, Ltd. 2601 West Charleston Boulevard Las Vegas, Nevada 89102
Acreage:	Approximately 5.16 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 - G.

AGENDA*City of Las Vegas*

July 5, 1984

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CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Council Action

Department Action

VI. REPORTS FROM RECOMMENDING COMMITTEES (Cont'd)

- I. BILL NO. 84-34 - SPECIAL IMPROVEMENT
DISTRICT NO. 456, STEP NO. 11B - ORDINANCE
CREATING DISTRICT, 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 DRIVE-
WAY APPROACHES, LOCATION: ON THE EAST SIDE
OF RANCHO DRIVE BETWEEN OAKLEY BOULEVARD AND
CHARLESTON BOULEVARD.

Committee: Councilmen Levy and Nolen

First Publication: SUN - 7/4/84

Committee Recommendation:

Adoption at the City Council meeting 7/18/84

(NOTE: NO FINAL ACTION MAY BE TAKEN
AT THE 7/5/84 MEETING.)

Recommendation
Noted

7/18/84 Agenda

APPROVED AGENDA ITEM

mp Coe

0241

AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM

Council Action

Department Action

VII. BOARDS AND COMMISSIONSA. CITY PLANNING COMMISSION - 4 Year Term

1. Maggie Coleman - Term Expires 7/17/84

Levy -
Motion to concur in
Mayor's reappoint-
ment of Maggie
Coleman to a four-
year term carried
with Nolen voting
"No."

Clerk to notify

B. GOLF BOARD - 5 Year Term

1. William Tichenor - Resigned -
Term Expires 7/7/86

ABEYANCE

7/18/84 Agenda

APPROVED AGENDA ITEM

mp Coe

INTER-OFFICE MEMORANDUM

June 21, 1984

0242

TO:

CAROL ANN HAWLEY
CITY CLERK

FROM:

HAROLD P. FOSTER, DIRECTOR
DEPARTMENT OF COMMUNITY PLANNING
AND DEVELOPMENT

SUBJECT:

PLANNING COMMISSION MEMBER -
MAGGIE COLEMAN

COPIES TO:

As you requested, Maggie Coleman was contacted to determine if she wishes to serve another term on the Planning Commission. She indicated she would like to be reappointed. Mrs. Coleman has had excellent attendance at Planning Commission meetings during her past term.

HPF:cme

cc: Mayor William H. Briare
Councilman Ron Lurie
Councilman Paul J. Christensen
Councilman Al Levy
Councilman Bob Nolen

VII. A.

July 5, 1984

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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

VIII. NEW BILLS TO BE REFERRED TO A STUDY
COMMITTEE OR RECOMMENDING COMMITTEE

10:50

A. Bill No. 84-35 -- Designates Director of
Building and Safety as "building official"
responsible for enforcement of Uniform
Housing Code.

Sponsored by: Councilman Ron Lurie

First Reading and
referred - Lurie
and Nolen

7/16/84 Agenda
Recommending
Committee meeting

B. Bill No. 84-36 -- Annexation No. A-7-84(A)

Property Located: Approximately 673.74 feet
west of Torrey Pines
Drive on the north side of
Vegas Drive

Petitioned By: Las Vegas Valley Water
District

Acreage: Approximately 0.25 acres

Zoned: R-E (County classification)
C-V (City equivalent)

Sponsored by: Councilman Ron Lurie

First Reading and
referred - Lurie
and Nolen

7/16/84 Agenda
Recommending
Committee meeting

C. Bill No. 84-37 -- Annexation No. A-9-84(A)

Property Located: Northwest corner of
Balzar Avenue and Torrey
Pines Drive

Petitioned by: Ms. Toby Green

Acreage: Approximately 5 acres

Zoned: R-E (County classification)
N-U (City equivalent)

Sponsored by: Councilman Ron Lurie

First Reading and
referred - Lurie
and Nolen

7/16/84 Agenda
Recommending
Committee meeting

AGENDA*City of Las Vegas*

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

ITEM

Council Action

Department Action

VIII. NEW BILLS TO BE REFERRED TO A STUDY COMMITTEE OR RECOMMENDING COMMITTEE (cont.)

D. Bill No. 84-38 -- Annexation No. A-12-84(A)

Property Located: On the southeast corner
of Lorenzi Boulevard
and Lake Mead Boulevard

Petitioned by: Ernest A. Becker, Jr.

Acreage: Approximately 5.223 acres

Zoned: R-E (County classification)
N-U (City equivalent)

Sponsored by: Councilman Ron Lurie

First Reading and
referred - Lurie
and Nolen

7/16/84 Agenda
Recommending
Committee meeting

E. Bill No. 84-39 -- Prohibits the sale of
"Oriental stars" or any other star-like
flat metal object, having three or more
points and capable of being thrown at
another person

Sponsored by: Councilman Bob Nolen

First Reading and
referred - Nolen
and Lurie

7/16/84 Agenda
Recommending
Committee meeting

MORNING SESSION RECESSED
AT APPROXIMATELY 12:00 P.M.

AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS

- A. BILL NO. 84-31 - Adds a district consisting of certain blocks on Highland Drive and Miller Avenue (the frontage along the east side of Highland Drive between Miller Avenue and Carey Avenue and the frontage along the north side of Miller Avenue between Highland Drive and Lexington Street) in which non-restricted gaming may be conducted.

Nolen -
ABEYANCE
Unanimous

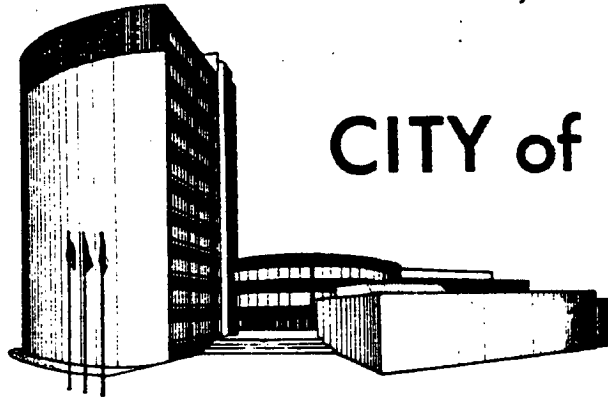
7/18/84 Agenda

No one appeared
to speak in favor
or opposition.

APPROVED AGENDA ITEM

mp Coe

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



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

JULY 5, 1984 - 2:00 P.M.

RE: BILL NO. 84-31 - ADDS A DISTRICT CONSISTING OF CERTAIN BLOCKS ON HIGHLAND DRIVE AND MILLER AVENUE (THE FRONTAGE ALONG THE EAST SIDE OF HIGHLAND DRIVE BETWEEN MILLER AVENUE AND CAREY AVENUE AND THE FRONTAGE ALONG THE NORTH SIDE OF MILLER AVENUE BETWEEN HIGHLAND DRIVE AND LEXINGTON STREET) IN WHICH NONRESTRICTED GAMING MAY BE CONDUCTED.

NOTICE IS HEREBY GIVEN that a Public Hearing before the City Council of the City of Las Vegas, Nevada on the above matter has been scheduled at the hour of 2:00 P.M. on Thursday, July 5, 1984, in the Council Chambers, City Hall, 400 East Stewart Avenue, Las Vegas, Nevada.

ANY AND ALL INTERESTED PERSONS may appear and be heard, or prior to said Hearing, may file written objections thereto or approval thereof with the City Clerk.

Carol Ann Hawley
CAROL ANN HAWLEY
CITY CLERK

PUB: June 20, 1984
Las Vegas Review-Journal



AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

- B. PUBLIC HEARING to consider a report by the Director of Engineering Services of the expense incurred by the City of Las Vegas in abatement of the dangerous building and cleaning the lot on property located at 953 Miller Avenue.

Lurie -
APPROVED Report as
recommended.
Unanimous

Clerk to notify
and staff to
proceed.

No one appeared
in opposition.

NOTE: Report to be made a part
of the final minutes.

APPROVED AGENDA ITEM

mp Cool

AGENDA DOCUMENTATION

Date: June 27, 1984

0248

TO: The City Council

FROM: ASHLEY HALL
CITY MANAGERSUBJECT: PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES FOR ABATEMENT OF THE
DANGEROUS BUILDINGS AT 953 MILLER AVENUEPURPOSE/BACKGROUND

The City of Las Vegas has paid \$2,550.00 to Weaver Construction Co. for abatement of 4 dangerous buildings located at 953 Miller Avenue. Today's Public Hearing is to consider the Report of Expenses filed by the Department of Engineering Services, and to hear any objections thereto.

Under the Uniform Code for the Abatement of Dangerous Buildings, Council may make revisions or adjustments to the Report of Expenses as it deems proper. When the report has been confirmed the Council can declare the charges to be a personal obligation of the owner or Council may order the charge assessed against the property.

1. Personal Obligation. If the City Council orders that the charge shall be a personal obligation of the property owner, it shall direct the City Attorney to collect the same on behalf of the City by use of all appropriate legal remedies.
2. Special Assessment. If the City Council orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

Attached are:

1. Report of Expenses.
2. Notice of Public Hearing.
3. Chronological list of events.
4. Copy of the Notice and Claim of Lien of Assessment.

FISCAL IMPACT

\$2,550.00 has been paid to Weaver Construction Co.

RECOMMENDATIONS

The City Manager recommends the City Council:

1. Approve the Report of Expenses.
2. Order that the above charges shall be assessed against the property, and shall constitute a special assessment against and a lien upon the property.
3. Authorize the Notice and Claim of Lien of Assessment to be recorded in the office of the Clark County Recorder.

Agenda Item

IX. B.

CHRONOLOGY OF EVENTS - 953 MILLER AVENUE

Dec. 5, 1983 Department of Building and Safety declares 953 Miller Ave. to be the site of dangerous buildings.

Dec. 12, 1983 Notice and Order to Abate Dangerous Buildings sent to owner by certified mail.

Dec. 29, 1983 Notice and Order was returned unclaimed.

Jan. 13, 1984 Buildings were Posted as Unsafe.

Feb. 6, 1984 Notice and Order was posted on the buildings.

March 14, 1984 Engineering Services notified to abate the buildings.

March 15, 1984 Building and Safety files Notice of Dangerous Building with the Clark County Recorder.

March 19, 1984 Letter to Ruth McMillan notifying owner of City of Las Vegas procedures (Certified Mail and Regular Mail).

March 20, 1984 Purchase Request initiated to abate property.

April 25, 1984 Carol Minefee called (daughter of Ruth McMillan). Mrs. Minefee said her husband would call, they prefer to do the work themselves.

May 4, 1984 Letter to Mr. and Mrs. Minefee authorizing an extension of time provided work started May 4, 1984 and fencing of property completed in two weeks.

May 18, 1984 Property reinspected. No action taken by owner. Purchase Order issued to Weaver Construction Co.

June 4 & 5, 1984 Contractor abates 4 dangerous buildings.

June 6, 1984 Report of Expenses filed with City Clerk.

June 6, 1984 City Clerk notifies property owner of Council meeting of June 20, 1984 to set the date for Public Hearing.

June 20, 1984 Council sets Public Hearing for July 5, 1984 at 2:00 p.m.

June 20, 1984 City Clerk mails Notice of Public Hearing to property owner.

June 21, 1984 Notices of Public Hearing posted on each of the 4 buildings.

June 23, 1984 Notice of Public Hearing published in Review Journal.

June 28, 1984 Building and Safety files Notice with Clark County Recorder that the dangerous buildings have been abated.

1953

CITY COUNCIL MINUTES OF JUNE 4, 1984

LIEN OF ASSESSMENT

ORIGINAL 912693

0250

TO: Ruth McMillan

(Owner)

P. O. Box 28182, Las Vegas, NV 89126

(Owners Address)

On June 4, 1984

(Date)

, as provided in the Uniform Code for the Abatement of Dangerous Buildings, adopted by reference in Las Vegas Municipal Code 16.08.010, the City of Las Vegas caused the abatement of the following dangerous building(s): VEGAS HEIGHTS TRACT NO. 4, LOTS 126D, 127D-F.

Assessor's Parcel No.: 01B-024-004

Commonly known as: 953 Miller Avenue

Owner of Record on the above date: Ruth McMillan

Expenses in the amount of \$ 2,550.00 were incurred by the City of Las Vegas in the above abatement procedure.

The City Council at a duly noticed public hearing held on July 5, 1984 has ordered the above charges in the amount of \$ 2,550.00 shall be assessed against the property and that said assessment shall constitute a special assessment against and a lien upon the property as provided in the Uniform Code for the Abatement of Dangerous Buildings Section 905(c).

This lien shall be subordinate to all existing special assessment liens previously imposed upon the same property, and shall be paramount to all other liens except for state, county and municipal taxes, and it shall be on a parity with the Lien for those taxes.

All or any portion of this lien of assessment which remains unpaid after 30 days from the date of the recording thereof on the assessment roll shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date.

This lien shall continue until the assessment which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

Carol A. Hawley
CAROL ANN HAWLEY, City Clerk
400 East Stewart Avenue
Las Vegas, Nevada 89101
Telephone: (702) 386-6311

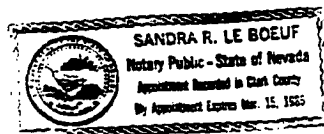
STATE OF NEVADA)
COUNTY OF CLARK) ss.

CAROL ANN HAWLEY, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated therein are true of her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

Carol A. Hawley
CAROL ANN HAWLEY

SUBSCRIBED and SWORN, to before me
this 6th day of July, 1984.

Sandra R. LeBoeuf
NOTARY PUBLIC, in and for said County and State



Deputy City of Las Vegas
700 E. STEWART
LAS VEGAS, NEV

CLERK COUNTY CLERK
JOAN L. SWIFT, REC'D
RECORDS & INSTRUMENTS
CITY OF LAS VEGAS

JUL 11 9 32 AM '84

REC'D
OFFICE RECORDS
INSTRUMENT

912693

1953

CITY OF LAS VEGAS

Date

INTER-OFFICE MEMORANDUM

June 6, 1984

TO:

Carol Ann Hawley
City Clerk

FROM:

Nancy DeLaBarre
Nancy DeLaBarre
Management Analyst II
For Director of Eng. Services

SUBJECT:

Dangerous Building Abatement
Report of Expenses - 953 Miller Ave.

COPIES TO:

After giving due process, notice, and an opportunity for hearing as specified in the "Uniform Code for the Abatement of Dangerous Buildings", 1976 Edition, the Department of Engineering Services has caused four dangerous buildings at the above location to be abated and the property cleaned.

Work was performed by Weaver Construction on June 4 and 5 at a cost of \$2,550.00 as follows:

Labor - 4-man crew plus supervisor \$ 1,100

Material/Equipment 1,450

3/4" exterior grade plywood, bolts,
nails, front end loader, dump truck

\$ 2,550

Property location:

953 Miller Avenue
Las Vegas, Nevada

Assessor's Parcel No.:

01B-024-004

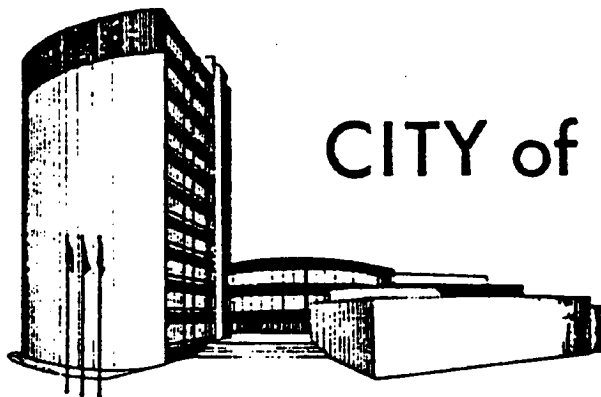
Owner of Record:

Ruth McMillan
P. O. Box 28182
Las Vegas, NV 89126

You are hereby requested to present the above report to the City Council to set a time, date and place for hearing the above report and any protests or objections hereto.

ND/jb

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



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

JULY 5, 1984

NOTICE IS HEREBY GIVEN that on Thursday, July 5, 1984, at the hour of 2:00 P.M. in the Council Chambers, City Hall Complex, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider a report by the Director of Engineering Services of the expense incurred by the City of Las Vegas to abate the dangerous buildings and clean the property located at 953 Miller Avenue. This hearing is being scheduled pursuant to Section 902 of the Uniform Code for the Abatement of Dangerous Buildings, adopted as Section 16.08.010 of the Las Vegas Municipal Code.

The property referred to above is legally described as:
VEGAS HEIGHTS TRACT NO. 4, LOTS 126D, 127D-F.

The Director of Engineering Services certifies in the report that the sum of \$2,550.00 was expended to Weaver Construction for the abatement of the dangerous buildings and cleaning of the property located at 953 Miller Avenue. If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order the City Attorney to collect the same from the property owner on behalf of the City by the use of all appropriate legal remedies.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the report of the Director of Engineering Services. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or obligation. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

Carol A. Hawley

CAROL ANN HAWLEY
CITY CLERK



AGENDA*City of Las Vegas*

July 5, 1984

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

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

2:06

- C. VAC-12-84 - Petition of Vacation submitted by PUBLIC STORAGE PROPERTY XI, LTD., to vacate Government Patent Reservations generally located on the east side of Brush Street between Alpine Place on the north and Charleston Boulevard on the south.

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

Staff Recommendation: APPROVAL

PROTESTS: 0

Levy -
APPROVED as recommended.
Unanimous

Clerk to notify and Planning to proceed.

No one appeared in favor or opposition.

APPROVED AGENDA ITEM

MP Cool

To: The City Council
Re: Public Hearing Agenda Item
July 5, 1984 City Council Agenda

IX.

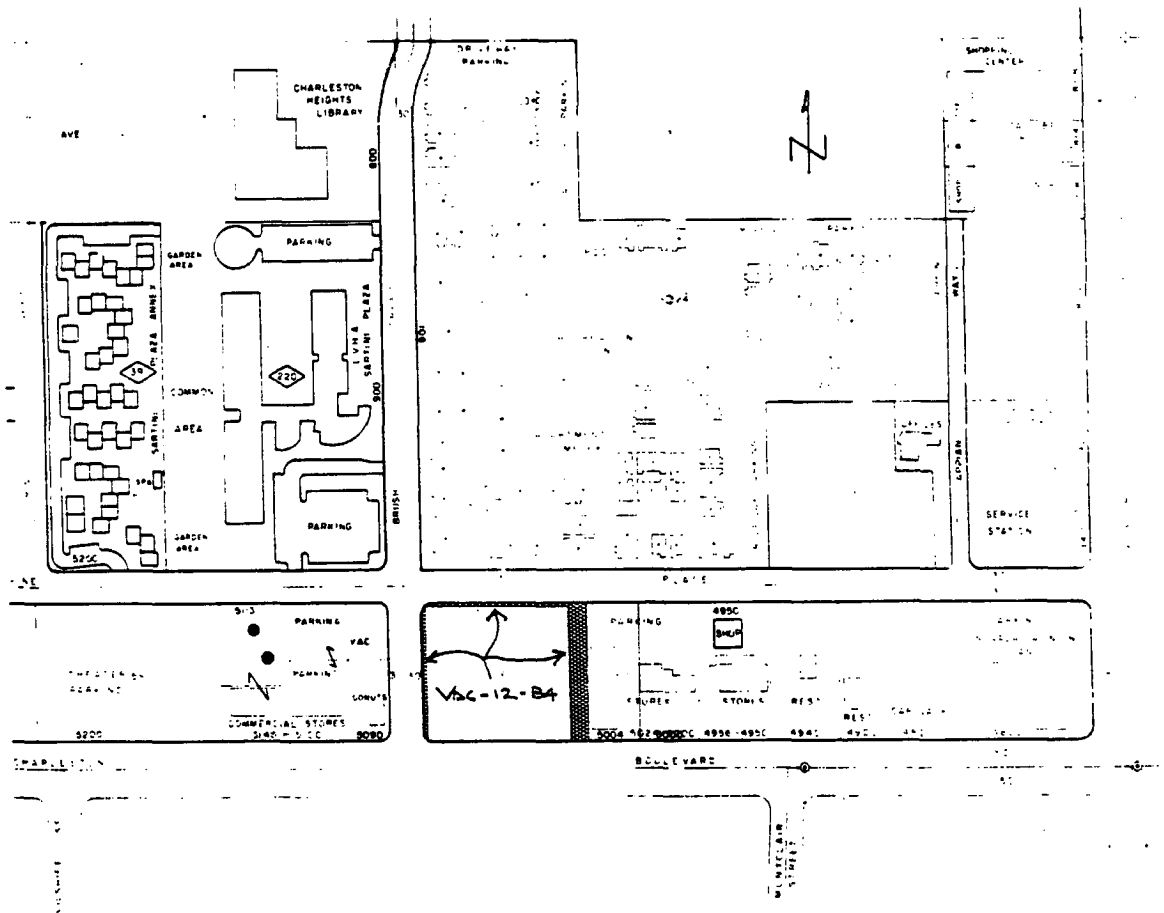
C. VACATION - VAC-12-84 - PUBLIC STORAGE PROPERTY XI, LTD.

The request is to vacate government patent easements on this parcel of land east of Brush Street between Alpine Place and Charleston Boulevard. These easements are not needed for street purposes. The property is to be developed for a commercial storage unit facility.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



NOTICE IS HEREBY GIVEN that a petition has been filed with the Clerk of the City Council of the City of Las Vegas, Nevada, asking for the vacation of certain real property hereinafter described; that said petition has been referred to the Planning Commission of the City of Las Vegas; and that said Planning Commission has recommended that said petition be approved and that the following property be vacated, to-wit:

Government Patent Reservations generally located on the east side of Brush Street between Alpine Place on the north and Charleston Boulevard on the south

SUBJECT TO

1. If the Order is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted;
2. Reservation of easements for the facilities of the various utility companies, together with reasonable ingress thereto and egress therefrom;
3. Conformance to code requirements and design standards of all City departments;
4. Vacation shall not be recorded until all of the above conditions have been met.

A PUBLIC HEARING on said petition and recommendation of the Planning Commission will be held on the 5th day of July, 1984, at the hour of 2:00 p.m., in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, County of Clark, State of Nevada.

If, upon such hearing the City Council of the City of Las Vegas is satisfied that the public will not be materially injured by such proposed vacation, the above described property will be ordered vacated.

THIS NOTICE is given pursuant to an Order made by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 1984.


CAROL ANN HAWLEY, City Clerk

AGENDA*City of Las Vegas*

July 5, 1984

Page 35

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

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

2:08

- D. VAC-13-84 - Petition of Vacation submitted by ROBERT R. BLACK to vacate Government Patent Reservations on property generally located south of Ducharme Avenue and east of Roland Wiley Road.

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. If the Order of Vacation is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted.

Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
APPROVED, subject
to the condition
as recommended.
Unanimous

Clerk to notify
and Planning to
proceed.

No one was
present in
favor or
opposition.

APPROVED AGENDA ITEM

mp Cool

To: The City Council
Re: Public Hearing Agenda Item
July 5, 1984 City Council Agenda

IX.

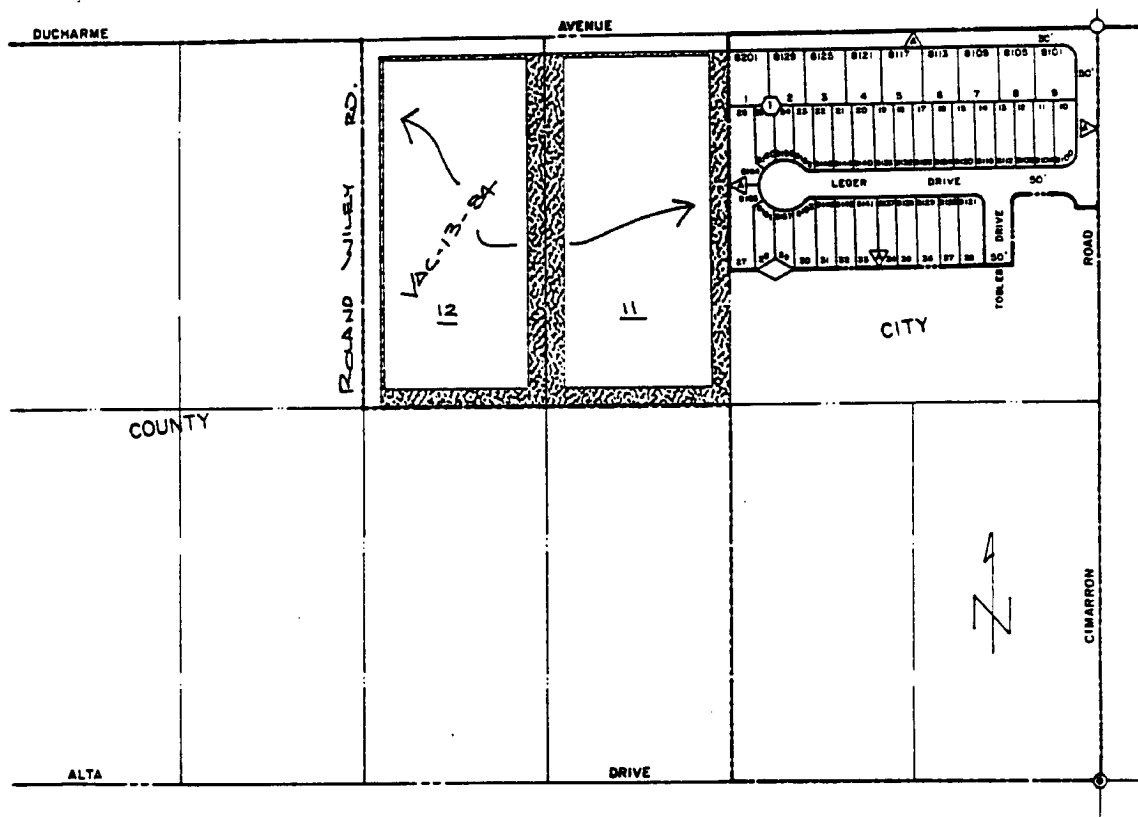
D. VACATION - VAC-13-84 - ROBERT R. BLACK

The request is to vacate government patent easements on these two five-acre parcels of land southeast of Ducharme Avenue and Roland Wiley Road. The land is proposed to be resubdivided for an R-CL development and the easements in this area are not needed for street purposes.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



NOTICE IS HEREBY GIVEN that a petition has been filed with the Clerk of the City Council of the City of Las Vegas, Nevada, asking for the vacation of certain real property herein-after described; that said petition has been referred to the Planning Commission of the City of Las Vegas; and that said Planning Commission has recommended that said petition be approved and that the following property be vacated, to-wit:

Government Patent Reservations on property generally located south of Ducharme Avenue and east of Roland Wiley Road

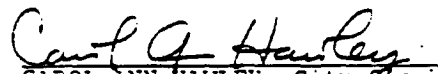
SUBJECT TO

1. If the Order is not recorded within one (1) year after approval by the City Council or an extension is not granted by the Planning Commission, then approval will terminate and a new petition must be submitted;
2. Reservation of easements for the facilities of the various utility companies, together with reasonable ingress thereto and egress therefrom;
3. Conformance to code requirements and design standards of all City departments;
4. Vacation shall not be recorded until all of the above conditions have been met.

A PUBLIC HEARING on said petition and recommendation of the Planning Commission will be held on the 5th day of July, 1984, at the hour of 2:00 p.m., in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, County of Clark, State of Nevada.

If, upon such hearing the City Council of the City of Las Vegas is satisfied that the public will not be materially injured by such proposed vacation, the above described property will be ordered vacated.

THIS NOTICE is given pursuant to an Order made by the City Council of the City of Las Vegas, Nevada, at a regular meeting thereof held on the 20th day of June, 1984.


CAROL ANN HAWLEY, City Clerk

AGENDA*City of Las Vegas*

July 5, 1984

Page 36

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

ITEM

Council Action

Department Action

IX. 2:00 P.M. - PUBLIC HEARINGS (Continued)

2:09

E. V-63-84 - APPEAL filed by DANIEL W. HALBY, D. O. to the action taken by the Board of Zoning Adjustment in DENYING his request for a variance to allow the following:

1. A 24-hour health care clinic to operate after the 9:00 P.M. limit.
2. A front setback of 16 feet where 25 feet is required for the proposed office building.

This request is on property located at 2496 West Charleston Boulevard in Zoning District C-D (Designed Commercial).

Board of Zoning Adjustment unanimously recommends DENIAL.

Staff Recommendation: DENIAL

PROTESTS: 4

Christensen -
Appeal DENIED.
(Variance denied)
Unanimous

Clerk to notify

Steve Bonomo,
4520 Sparky Dr.,
appeared to
represent
Dr. Halby.

Opposition:
Richard Gerling
825 Shetland Rd.

Edward Silva,
2500 W. Charles

APPROVED AGENDA ITEM

mp Cor

To: The City Council
 Re: Public Hearing Agenda Item
 July 5, 1984 City Council Agenda

IX.

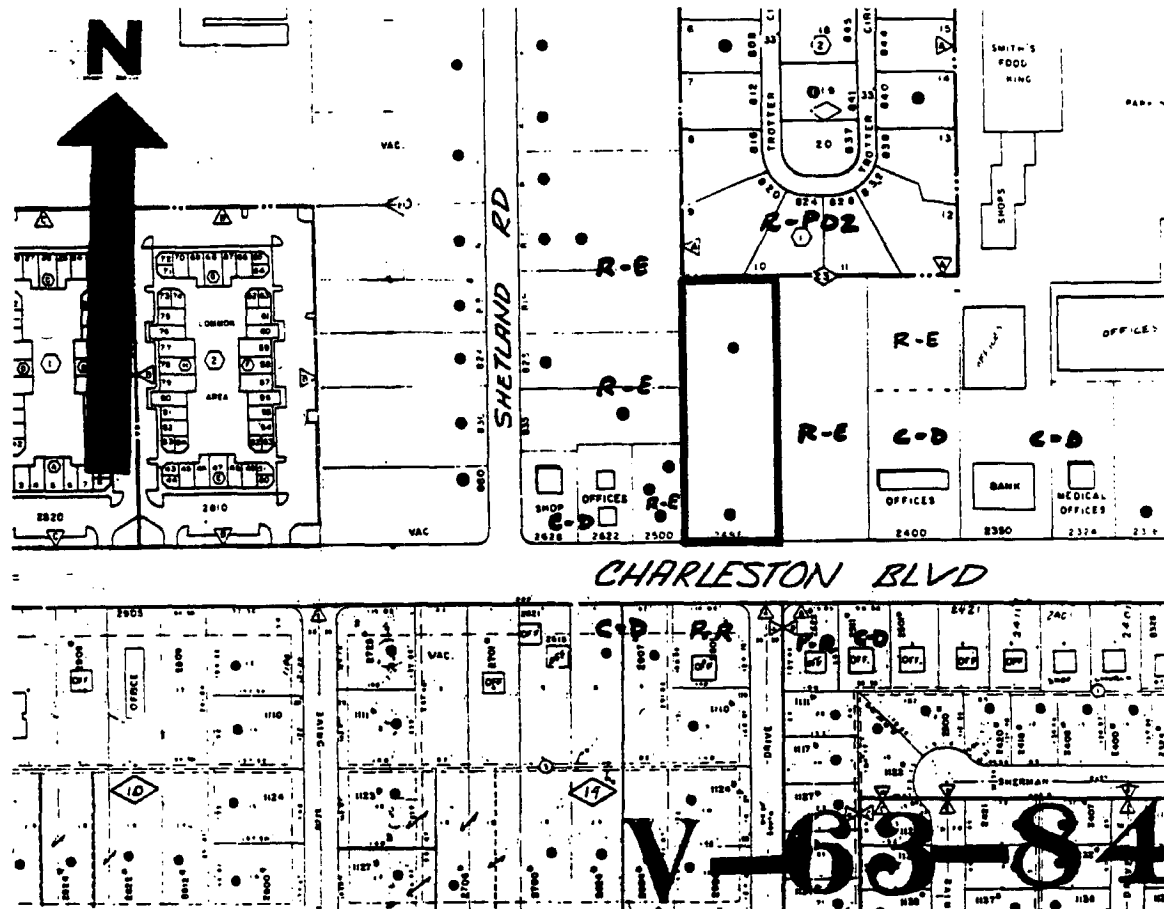
- E. V-63-84 - APPEAL FILED BY DANIEL W. HALBY, D.O. TO THE ACTION TAKEN BY THE BOARD OF ZONING ADJUSTMENT IN DENYING HIS REQUEST FOR A VARIANCE TO ALLOW A 24-HOUR HEALTH CARE CLINIC TO OPERATE AFTER THE 9:00 P.M. LIMIT AND TO ALLOW A FRONT SETBACK OF 16' WHERE 25' IS REQUIRED FOR THE PROPOSED OFFICE BUILDING

This item involves an appeal by the applicant to the action of the Board of Zoning Adjustment in denying his variance for a proposed 24-hour health care clinic that would operate past the required 9:00 P.M. closing time and to have the two-story building located 16' from the front property line where 25' is required in this C-D zone. The applicant indicated the night time service would only be a small part of their operation. The applicant proposes to locate the new large two-story structure 16' from the front property line to provide additional area in the rear for parking. The BZA was concerned about the 24-hour operation because the property abutted residential to the north and northwest and that the required 25' setback has been adhered to on all other buildings along Charleston.

BOARD OF ZONING ADJUSTMENT DECISION: DENIAL - Insufficient justification for this request.

STAFF RECOMMENDATION: DENIAL

PROTESTS: 4 - 2 Persons spoke at BZA meeting
 2 Letters



0261

GENERAL PRACTICE

DANIEL W. HALBY, D.O.
3900 W. Charleston
Suite T-1
Las Vegas, Nevada 89102
Phone: 870-6774

CITY CLERK

JUN 7 11 37 AM '84

RECEIVED

June 4, 1984

City Council
C/O City Clerk
City Hall
400 East Stewart
Las Vegas, Nevada 89101

Dear Sir;

I would like to appeal the action taken by the Board Of Zoning Adjustment on May 24, 1984 regarding my request for a variance to allow the following deviations on property located at 2496 W. Charleston Blvd. in zoning district C-D:

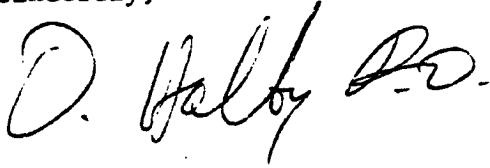
- 1) A 24 hour health care clinic to operate after the 9:00 p.m. limit.
- 2) A front setback of 16 feet where 25 feet is required for the proposed office building.

I would like to propose a compromise:

- 1) Operate only the northeast suite on the ground floor, approximately 3,300 square feet past the 9:00 p.m. limit to 12 midnight. This 3,300 square foot suite would house a family practice business, and is not to be misconstrued as an Emergency Room. No ambulances will be used, except maybe 1-2 times per year possibly and then the sirens 99 times out of 100 don't need to be turned on. I just want the ability to operate my family practice business with extended hours as most families are now demanding from their family doctors.
- 2) A request for a front setback of 16 feet is only for the purpose of putting an entry vestibule with a shielding wall into the front setback area. The vestibule is 9' X 11' and only one story high and takes approximately 2% of the 165' X 25' front setback area. I would like this extra building area so that my building from the east elevation will look symmetrical and my middle entryway will also be symmetrical. At least compromise and allow me to put 5' of this extra area into my building (which makes my building 5' longer) and put 4' of this extra area into my north parking lot area and north sidewalk area.

Thanks for your further consideration. Enclosed is a copy of the letter from the Department of Community Planning and Development.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. Halby D.O.", written in dark ink.

Daniel W. Halby, D.O.
3900 West Charleston T-1
Las Vegas, Nevada 89102
870-6774

DWH/td
enclosure

EXCERPT - BOARD OF ZONING ADJUSTMENT MEETING - MAY 24, 1984
ITEM 15 - V-63-84 - DANIEL W. HALBY, D. O.

PAGE 1

- CHAIRMAN BUGBEE: Item 15, V-63-84, the application of Daniel Halby, D. O., for a variance to allow the following: A 24-hour health care clinic to operate after 9:00 P.M. 2. A front setback of 16 feet where 25 feet is required for the proposed office building. This request is on property located at 2496 West Charleston Boulevard in District C-D.
- ROBERT CLEMMER: The encroachment in the 25 foot front setback is this vestibule area here. It only uses about 2% of this 25 foot required front setback so it's not too significant. The hours of operation in the C-D Zone are limited to 9:00 P.M. This would require City Council approval of any deviation in the C-D District. Staff recommends DENIAL as there is no hardship involved. There are two protests of record.
- DOCTOR HALBY: My name is Doctor Halby. I'm at 3900 West Charleston. The reason I want to extend it -- the 9:00 P.M. limit to 24-hour is I want to put a clinic in to operate for 24 hours around the clock. I'm willing -- I would be willing to just operate until 12:00 midnight if, you know, if I could compromise a little on that. Also, the front setback, I would like to obtain that so my building would be a little more symmetrical. I would like to at least ask for an extra five foot to be added to the building and maybe put another four foot of that extra nine feet I gain by the setback proposal to be put in the back parking lot. At least I'd like to get an extra five foot added to the building to make it symmetrical.
- CHAIRMAN BUGBEE: As you know, we've been pretty restrictive along the front setbacks all the way on the construction on West Charleston and it's turned out to be a very good-looking approach on Quail Park -- all the buildings all the way of there are required being setback and for traffic -- it's another consideration, not just the atheistic thing.
- COMMISSIONER MYERS: Mr. Clemmer, how deep is that lot?
- ROBERT CLEMMER: Four hundred seventy-eight feet deep.
- COMMISSIONER MYERS: And how long is the proposed building?
- ROBERT CLEMMER: Two hundred forty-five feet deep.
- COMMISSIONER GILES: What type health care would you have there?

EXCERPT - BOARD OF ZONING ADJUSTMENT MEETING - MAY 24, 1984
ITEM 15 - V-63-84 - DANIEL W. HALBY, D. O.

PAGE 2

DOCTOR HALBY: I'm a General Practitioner and I would like to run a General Practice there.

COMMISSIONER GILES: And you're proposing to run it for 24 hours?

DOCTOR HALBY: I would like to have that ability. I'm not, you know, most likely I won't be. Most likely we'll just be running it up to 12:00 P.M. at the most, but I --

COMMISSIONER GILES: Would you have any emergency vehicles entering and coming out of there?

DOCTOR HALBY: Very rare.

COMMISSIONER MYERS: How many offices are -- or will you be the only physician?

DOCTOR HALBY: I'm proposing to just to have my own office be allowed the 24 hours which is about 3,300 square feet.

COMMISSIONER GILES: How would you do that? So, if you got a call at home, you could meet your patient down at the office? You're certainly aren't going to keep open --

DOCTOR HALBY: No, I would have another physician in the office probably to help run it, you know, the extended hours.

COMMISSIONER GILES: So, you do propose to be open for people who would walk in and off the street at the odd hour?

DOCTOR HALBY: Yes, that's true. I just wanted to have that ability for the front portion of the building which is 3,300 square feet, not the whole building. The whole building wouldn't be operating around the clock.

COMMISSIONER MYERS: What is the total square footage of the building?

DOCTOR HALBY: It's pretty close to 36 or 38,000 square feet. It's a two-story.

COMMISSIONER MYERS: What's going to be going on in the rest of the building during the open hours?

DOCTOR HALBY:

I'm trying to lease to other medical personnel, specialists and that type of thing. I would think that they would only have their hours, you know, 8 hours a day or somewhere in that area, the other physicians.

CHAIRMAN BUGBEE:

Thank you, sir. This is a public hearing, is there someone who wishes to speak in opposition to this application?

CONRAD BECKER:

Yes. My name is Conrad Becker. I'm building a custom home right directly behind where he proposes to build this building and speaking for myself and my neighbors, I have one telegram from my neighbor at 815 Shetland Road. I live at 818 Shetland Road. I have a telegram here from him. He was out of town and was not able to come here tonight. He's opposed to this. My neighbor next door to me is opposed to it and he also is out of town today and he couldn't be here. We all feel that Doctor Halby is -- he's got a large enough building there -- starting with the front setback, it ought to be conforming to the rest of those. We all feel that everything is pretty close to Charleston now and that they ought to hold it back. He's got 475 feet or thereabouts and we can't see any reason to stick it out any farther than that when he's got all that property. As far as the 24 hour thing, that's the thing that's upsetting us the most. We are worried about, like you mentioned, people bringing in a ambulance in the middle of the night or people coming there distressed and screeching the brakes and jumping out and hollering and creating quite a bit of noise and right in our back yards. I mean, you got Southern Nevada Hospital a block and a half down the streets if somebody is in that big of an emergency that they'd have to be seen at 3 o'clock in the morning. We just don't feel that it's justified to have 24-hour type operation there.

CHAIRMAN BUGBEE:

What do you think about the 12-hour operation?

CONRAD BECKER:

Well.

CHAIRMAN BUGBEE:

Or the, you know, midnight?

CONRAD BECKER:

I'm building, like I said, a custom home right there directly behind him and I -- one of the things that I took into consideration when I built that with commercial on two sides of me, one of the big things was, well,

EXCERPT - BOARD OF ZONING ADJUSTMENT MEETING - MAY 24, 1984
ITEM 15 - V-63-84 - DANIEL W. HALBY, D. O.

PAGE 4

CONRAD BECKER:

after 5 o'clock or 6 o'clock, it's pretty quite. You don't have any noisy neighbors. I know the legal limit is 9 o'clock. I can't do much about that, but I just can't see it and neither can my neighbors. You know, we just feel that, you know, it's not a good deal for us. We've got to live there.

CHAIRMAN BUGBEE:

Okay, thank you. Yes, sir.

EDWARD SILVA:

My name is Edward Silva. I live at 2500 West Charleston. That's immediately to the west of this proposed property. I was concerned also about the activity after 9 o'clock and because of it, in trying to determine what that activity might be, I checked a telephone book to see about a medical emergency centers. I was surprised to find that in a radius of a milie, there are four of them. There's another one a little bit further out than a mile. Because this one was proposed for 24 hours, I checked those and I was surprised to find that there are three within five blocks that supposedly are open 24 hours a day. My reason for checking them was to go over there and observe the activity and the noise level. I went to two of them, the one of West Charleston and the one on Shadow Lane, both on different days at approximately 11 o'clock at night because that's when I felt I might have a problem because of my inability to sleep and also because I'm a light sleeper. What I observed is people in an emergency tend to drive fast and to close their door harder. Being excited they tend to raise their voice I find it all in a sense normal, but it's incompatible with living next door and having the thing open past 9 o'clock.

CHAIRMAN BUGBEE:

Thank you.

DOCTOR HALBY:

This really isn't --

CHAIRMAN BUGBEE:

Anyone else to speak in opposition? Okay, Doctor, you may have your rebuttal.

DOCTOR HALBY:

The clinic really wasn't meant to be an emergency room. It's basically meant to treat around the clock things like colds, you know, the various things a G.P. would treat for, not any acute emergencies where sirens have to be put on and people have to get a little noisy about the -- an emergency sort of situation. I wouldn't anticipate any loud noises and this type of thing.

CHAIRMAN BUGBEE: Thank you.

EDWARD SILVA: I have a question. Is there going to be another notice about the building itself or is this going to be the final hearing? If I understood it correctly, it's going to be a two-story building, is that correct.

DOCTOR HALBY: That's correct.

EDWARD SILVA: And that's not even mentioned here.

ROBERT CLEMMER: That hearing's been held on the zoning. The hearing on the zoning has been held and they've granted the right to have a two-story building. I beleive Mr. Becker --

EDWARD SILVA: They've already had a meeting on that?

ROBERT CLEMMER: Yes.

CHAIRMAN BUGBEE: Several months ago, I believe.

EDWARD SILVA: I didn't receive any information. I live right next door. That's the reason I asked the question right now because I thought I heard him say it's going to be a two-story building. So I assumed from that, there'd be another meeting.

ROBERT CLEMMER: I think the neighbors were aware because they negotiated the height of the wall and things of that nature, landscaping that went up this side. I know Mr. Becker --

CHAIRMAN BUGBEE: They were noticed, maybe --

EDWARD SILVA: The reason why I'm asking, living next door and having a residence and this second story would look right down on my whole property, my patios and what have you.

ROBERT CLEMMER: Are you the owner of record of that property?

EDWARD SILVA: 2500 West Charleston is immediate to the west, yes.

ROBERT CLEMMER: You might come up to the office and we'll check the records and see if you were sent a notice. What happened and where it was sent. It would be sent to the address that you have on your tax records.

EXCERPT - BOARD OF ZONING ADJUSTMENT MEETING - MAY 24, 1984
ITEM 15 - V-63-84 - DANIEL W. HALBY, D. O.

PAGE 6

EDWARD SILVA: I received this one. So I would have received the other one and being concerned about the time I would certainly be more concerned about a two-story building. That would be my main concern. My second concern would be after 9 o'clock. I just assumed it was going to be later that's the reason why I just asked -- I thought about it while he was talking, so I thought I'd ask the question now.

ROBERT CLEMMER: You might come up and check the file on the zoning case, but it was heard several months ago.

EDWARD SILVA: And it was okayed?

ROBERT CLEMMER: It was okayed.

EDWARD SILVA: Do I have any recourse?

ROBERT CLEMMER: No, there's no -- it was approved by City Council.

CHAIRMAN BUGBEE: There were two public hearings. One for Planning and one for the Council.

CONRAD BECKER: I'd like to say one more thing. I'm opposed to this thing, but -- after 9 o'clock, but if you do approve it, I would like you to stipulate that it's not one of these deals where anybody else in that building can do the same thing. That once you approve one, how are you going to limit it? The next guy comes in down at the other end of the building, how are you going to stop him? That's my concern that the whole thing ends up being a 24-hour deal.

CHAIRMAN BUGBEE: Anymore questions? We're going to close the hearing.

COMMISSIONER GILES: I think they've got a point. If you were operating that alone to say midnight, how would you handle other doctors if you propose to rent portions of that?

DOCTOR HALBY: I could put it in a lease. Put a stipulation as far as that the curfew hour of operation in the lease.

COMMISSIONER MYERS: Well, I'm sure we could put it in the variance that it be only permitted for --

EXCERPT - BOARD OF ZONING ADJUSTMENT MEETING - MAY 24, 1984
ITEM 15 - V-63-84 - DANIEL W. HALBY, D. O.

PAGE 7

COMMISSIONER GILES:

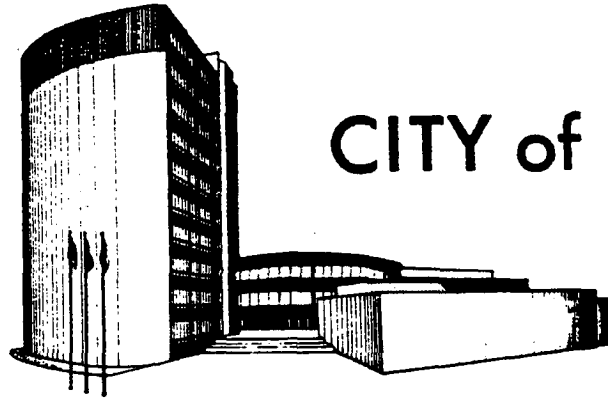
It'd be awfully hard to enforce. I think with that thought in mind I'm going to MOVE FOR DENIAL OF BOTH THE AFTER 9:00 P.M. OPERATION AS WELL AS THE BUILDING SETBACK.

CHAIRMAN BUGBEE:

That has been DENIED. (Motion carried unanimously with Emmett excused)

END OF EXCERPT

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



CITY of LAS VEGAS

NOTICE OF PUBLIC HEARING

JULY 5, 1984

NOTICE IS HEREBY GIVEN THAT on Thursday, July 5, 1984, at the hour of 2:00 P.M. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following:

V-63-84 APPEAL filed by DANIEL W. HALBY, D.O. to the action taken by the Board of Zoning Adjustment in DENYING his request for a variance to allow the following:

1. A 24-hour health care clinic to operate after the 9:00 P.M. limit.
2. A front setback of 16 feet where 25 feet is required for the proposed office building.

This request is on property located at 2496 West Charleston Boulevard in Zoning District C-D (Designed Commercial).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS A PORTION OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M.

ANY AND ALL INTERESTED PERSONS may appear and be heard at said meeting or, prior thereto, may file objections thereto or approvals thereof with the City Clerk, 10th Floor, City Hall.

Carol Ann Hawley
CAROL ANN HAWLEY
CITY CLERK



0271



3017 West Charleston Blvd
Temple Plaza Suite 90
Las Vegas, Nevada 89102
(702) 870-8222

June 29, 1984

Mayor Bill Briare & City Council
Department of Community Planning & Development
City of Las Vegas
400 East Stewart Avenue
Las Vegas, Nevada 89101

Re: V-63-84- Variance at 2496 West Charleston

Your Honor and Councilmen:

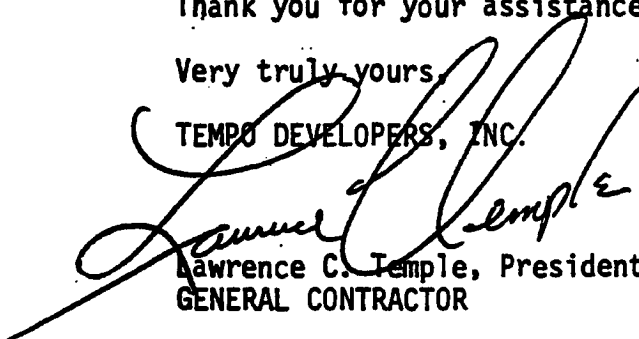
I am in receipt of Notice of Public Hearing for July 5, 1984 in regards to the above variances. I own Temple Plaza a 22,000 square foot office complex on the corner of Campbell and Charleston Boulevard and building two large custom homes in Palomino Gardens which is located directly to the rear of the subject property.

I am very much opposed to both of these variances. Night office hours would create noise from patients and traffic thereby interfering with the sleeping hours of the residents. The CD zoning allows only day-time office hours thus making it compatible with families in the immediate vicinity. The twenty-five (25) foot set back has always been adhered to on Charleston Boulevard to maintain the beauty and dignity of this street. By declining these requests a precedent is not being set and you will be preserving the integrity of the area.

Thank you for your assistance in the denial of these applications.

Very truly yours,

TEMPO DEVELOPERS, INC.


Lawrence C. Temple, President
GENERAL CONTRACTOR

LCT:dw

cc. Carol Ann Hawley, City Clerk

CITY CLERK

JUL 5 9 05 AM '84

RECEIVED

AGENDA*City of Las Vegas*

July 5, 1984

BOARD OF CITY COMMISSIONERS

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COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

PHONE 386-6011

ITEM

Commission Action

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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

mp Cool

AGENDA*City of Las Vegas* July 5, 1984

BOARD OF CITY COMMISSIONERS

COMMISSION CHAMBERS • 400 EAST STEWART AVENUE

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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 together with reasonable ingress thereto and egress therefrom.

APPROVED AGENDA
mp Core

AGENDA

CITY COUNCIL MINUTES - JULY 5, 1984

0274

City of Las Vegas July 5, 1984

BOARD OF CITY COMMISSIONERS

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Department Action

X. COMMUNITY PLANNING & DEVELOPMENT DEPARTMENT
HAROLD P. FOSTER, DIRECTOR (CONTINUED)

2. Conformance to code requirements and design standards of all City departments.
3. Vacation shall not be recorded until all of the above conditions have been met.

All Variances and/or Use Permits shall conform to the following general conditions:

1. Conformance to the plot plan and elevations;
2. Satisfaction of City Code requirements and design standards of all City departments.

APPROVED AGENDA ITEM

mp Coe

AGENDA

CITY COUNCIL MINUTES - JULY 5, 1984

0275

City of Las Vegas July 5, 1984

CITY COUNCIL

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

*CONSENT ITEMS - A, B and C may be acted upon in one motion.

Staff recommends approval of all items. The Planning Commission has recommended approval on Items A and B (subdivision maps). Any item may be discussed at the Council's discretion.

2:12

*A. TENTATIVE MAPS

1. METROPOLITAN'S PARK MEADOWS WEST II REVISED

Property generally located northeast of Gowan Road and Tenaya Way, N-U Zone (under Resolution of Intent to R-1).

Owner: Sunkist Service Co.

Subdivider: Metropolitan Development Corp.

No. of Acres: 16.0 No. of Lots: 70

CONDITIONS:

1. Conformance to the conditions of approval for Z-16-83.
2. Provide a hydrology study as required by the Department of Engineering Services.
3. The water line on Maybrook Avenue shall conform to the requirements of the Department of Fire Services.
4. No vehicular access to Tenaya Way and Gowan Road from the abutting lots.
5. 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.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, D-1, D-2 and
D-3, subject to
conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

mp Core

AGENDA

CITY COUNCIL MINUTES - JULY 5, 1984

0276

City of Las Vegas

July 5, 1984

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED) - TENTATIVE MAPS

*A. 1. METROPOLITAN'S PARK MEADOWS WEST II
REVISED (CONTINUED)

6. Approval of an administrative variance for the lot widths on the lots in Block 2.
7. A waiver is permitted for the length of the cul-de-sac streets, Deep River and Caprock Circle.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, D-1, D-2 and
D-3, subject to
conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM

mp Core

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

A. 1. TENTATIVE MAP - METROPOLITAN'S PARK MEADOWS WEST II REVISED

The tentative map is in accordance with the Subdivision Regulations and is being revised

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

CITY COUNCIL MINUTES - JULY 5, 1984

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City of Las Vegas

July 5, 1984

CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED) - TENTATIVE MAPS

*A. 2. CHELSEA PLACE

Property generally located on the north side of Cory Place, east of Upland Boulevard, R-1 Zone (a portion under Resolution of Intent to R-CL).

Owner: Dell R. Nielson, Et Al

Subdivider: National Heritage Corp.
of Nevada

No. of Acres: 10 No. of Lots: 58

CONDITIONS:

1. Conformance to the conditions of approval for Z-26-84.
2. Conformance to the Flood Hazard Reduction Ordinance.
3. If a wall is constructed on an exterior boundary street, the Conditions, Covenants and Restrictions shall contain wording to the effect that each property owner of a lot backing up to said wall shall be responsible for the continued maintenance of the exterior side of the wall and the ground area at the exterior base of the wall.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, D-1, D-2 and
D-3, subject to
conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM

MP Cook

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

A. 2. TENTATIVE MAP - CHELSEA PLACE

This tentative map is for a proposed R-CL development that was just approved recently on the north side of Cory Place and east of Upland Boulevard. The map conforms to the Subdivision Regulations and the zoning conditions.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

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CITY COUNCIL MINUTES - JULY 5, 1984

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City of Las Vegas July 5, 1984

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ITEM

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Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

*B. FINAL MAPS

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

1. SAHARA WEST (COMMERCIAL SUBDIVISION)

Property generally located on the south side of Sahara Avenue, west of Tamrich Drive, R-1 Zone (under Resolution of Intent to C-1).

Owner/Subdivider: Teddy Enterprises & Assoc.

No. of Acres: 3.82 No. of Lots: 1

CONDITIONS:

1. Approval of the tentative map.
2. Conformance to the conditions of approval for the tentative map.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, D-1, D-2 and
D-3, subject to
conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM

mp Cool

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

B. 1. FINAL MAP - SAHARA WEST (COMMERCIAL SUBDIVISION)

This map conforms to the approved tentative map.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED) - FINAL MAPS*B. 2. LIBERTY VILLAGE TRACT 1

Property generally located on the north side of Buckskin Avenue, east of Lorenzi Boulevard, N-U Zone (a portion under Resolution of Intent to R-D).

Owner: Carolyn Thresher, Et Al

Subdivider: Gerald Nicholas

No. of Acres: 9.0 No. of Lots: 18

CONDITIONS:

1. Conformance to the conditions of approval for the tentative map.
2. Post a bond for a 20' temporary paved access way, along with providing any necessary easements for the accessway, to connect the two east-west streets north of Buckskin Avenue in case no further development occurs to the west.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, D-1, D-2 and
D-3, subject to
conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM.

mp Coe

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

B. 2. FINAL MAP - LIBERTY VILLAGE TRACT 1

This map conforms to the approved tentative map.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

CITY COUNCIL MINUTES - JULY 5, 1984

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City of Las Vegas

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED) - FINAL MAPS

*B. 3. CYPRESS ESTATES

Property generally located on the south side of Vegas Drive, east of Rancho Drive, R-1 Zone (under Resolution of Intent to R-PD8).

Owner/Subdivider: Billy Sloat

No. of Acres: 2.02 No. of Units: 16

CONDITIONS:

1. Approval of the tentative map.
2. Conformance to the conditions of approval for the tentative map.

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, D-1, D-2 and
D-3, subject to
conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

END AGENDA ITEM

MP Core

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

B. 3. FINAL MAP - CYPRESS ESTATES

This map conforms to the approved tentative map.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

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Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)*C. SUBSTITUTION OF SUBDIVISION BOND

1. Lewis Homes - Rainbow Vista #1 - Lewis Homes of Nevada - Property generally located north of Washington Avenue, west of Jones Boulevard, R-1 and R-CL Zones.
No. of Acres: 20 No. of Lots: 116

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, D-1, D-2 and
D-3, subject to
conditions.
Unanimous

Planning to
proceed.

APPROVED AGENDA ITEM

mp Coe

0287

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

C. 1. SUBSTITUTION OF SUBDIVISION BOND - LEWIS HOMES - RAINBOW VISTA #1

This subdivision is 50% complete and the developers are proposing to post a substitute bond equal to one-half the original bond amount to guarantee its completion. They are requesting the City Council authorize release of the original bond in favor of the substitute bond. The original bond is with Developers Insurance Company (#L106533) in the amount of \$391,646.00 and the substitute bond amount would be \$195,823.00.

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ITEM

Council Action

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

D. ENCROACHMENTS

1. Request from Alpha Investments for an Encroachment Agreement on property generally located north of Duncan Drive, east of Rancho Drive.

STAFF RECOMMENDATION: APPROVAL

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, D-1, D-2 and
D-3, subject to
conditions.
Unanimous

Planning to
proceed.

APPROVED AGENDA ITEM

mp Core

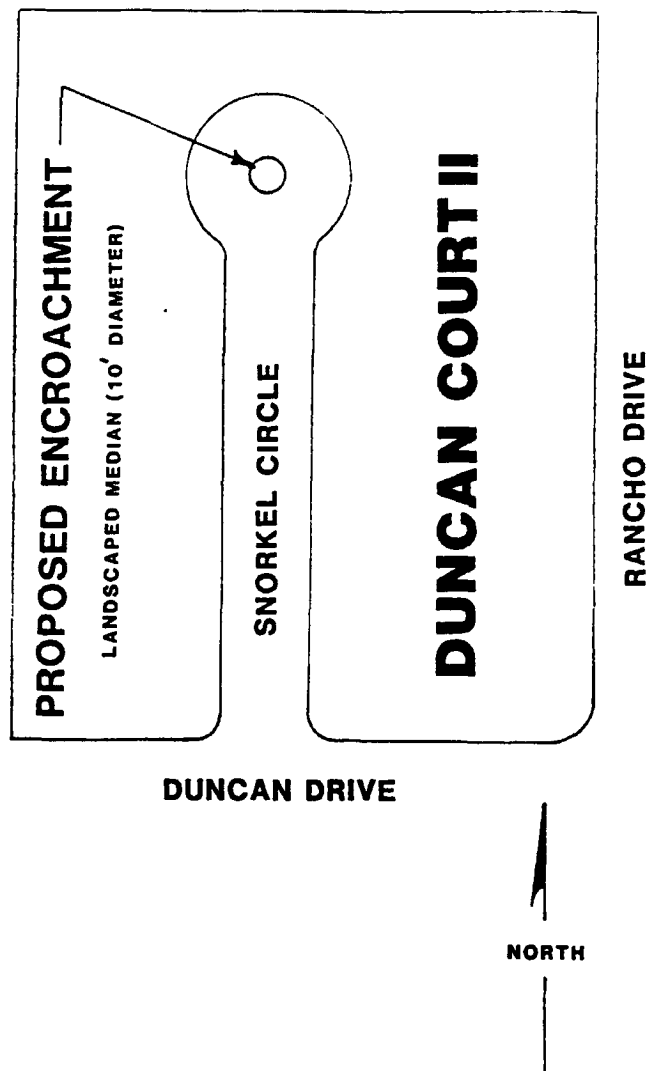
To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

D. 1. ENCROACHMENT AGREEMENT - ALPHA INVESTMENTS

The request is to allow a landscaped median in the public right-of-way on Snorkel Circle which is in a new condominium subdivision northwest of Rancho Drive and Duncan Drive. The median will be 10' in diameter and in the center of the bulb at the end of the cul-de-sac. The Homeowners Association has agreed to install the landscaping and provide perpetual maintenance.

STAFF RECOMMENDATION: APPROVAL



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CITY COUNCIL MINUTES - JULY 5, 1984

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Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED) - ENCROACHMENTS

- D. 2. Request from Nevada Tire City for an
Encroachment Agreement at 400 N. Bridge
Lane.

STAFF RECOMMENDATION: APPROVAL

Lurie -
APPROVED Items A-1,
A-2, B-1, B-2, B-3,
C-1, D-1, D-2 and
D-3, subject to
conditions.
Unanimous

Planning to
proceed.

APPROVED AGENDA ITEM

mp Core

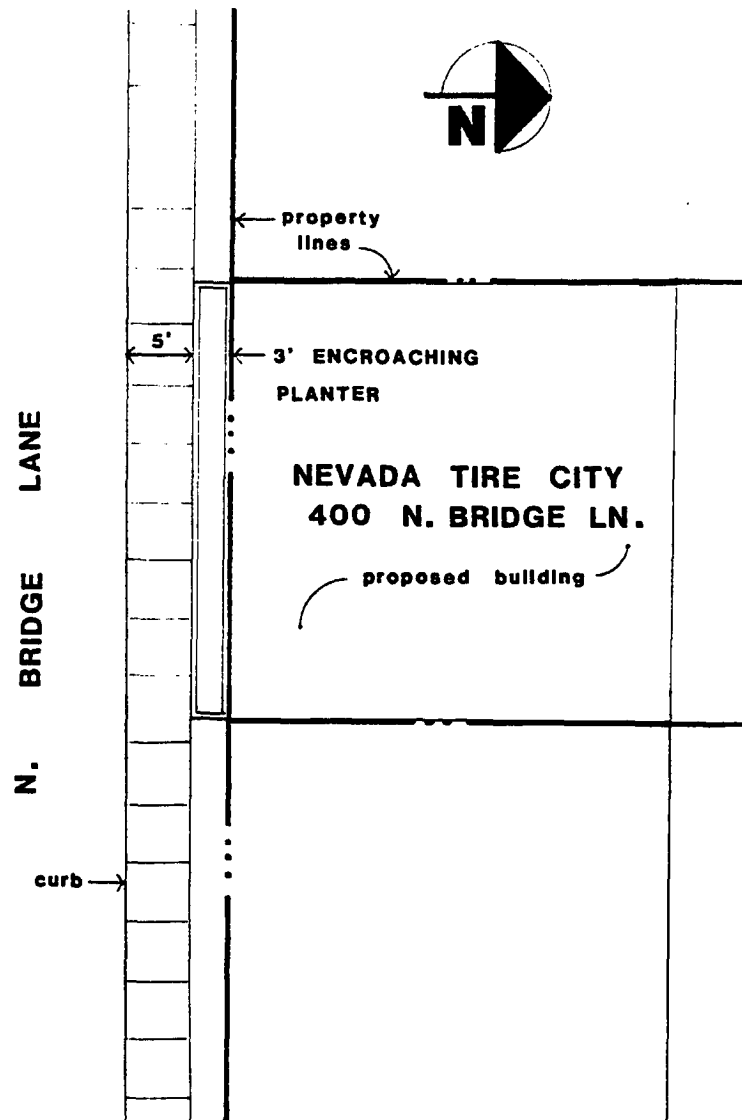
To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

D. 2. ENCROACHMENT AGREEMENT - NEVADA TIRE CITY

The request is to install landscaping in the public right-of-way which will be in front of a proposed building to be constructed on the property at 400 North Bridge Lane. The applicant is proposing an expansion of the Nevada Tire City operation that will locate a building to the property line and there is a 3' strip of right-of-way between the sidewalk and the property line where the applicant would like to install a planter to enhance the appearance of the building. This is an acceptable utilization of the unimproved portion of the right-of-way. The applicant has signed an encroachment agreement indicating it will install the landscaping and maintain it.

STAFF RECOMMENDATION: APPROVAL



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Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED) - ENCROACHMENTS

- D. 3. Request from Ben G. Saccenti for Review of Conditions of V-77-82 and related Encroachment Agreement at 1801 East Fremont Street.

STAFF RECOMMENDATION: APPROVAL - With a one year extension to remove the encroachments and install the street lighting and sidewalks on Sunrise within two years.

Lurie -
APPROVED Items A-1, A-2, B-1, B-2, B-3, C-1, D-1, D-2 and D-3, subject to conditions.
Unanimous

Planning to proceed.

APPROVED AGENDA ITEM

mp Core

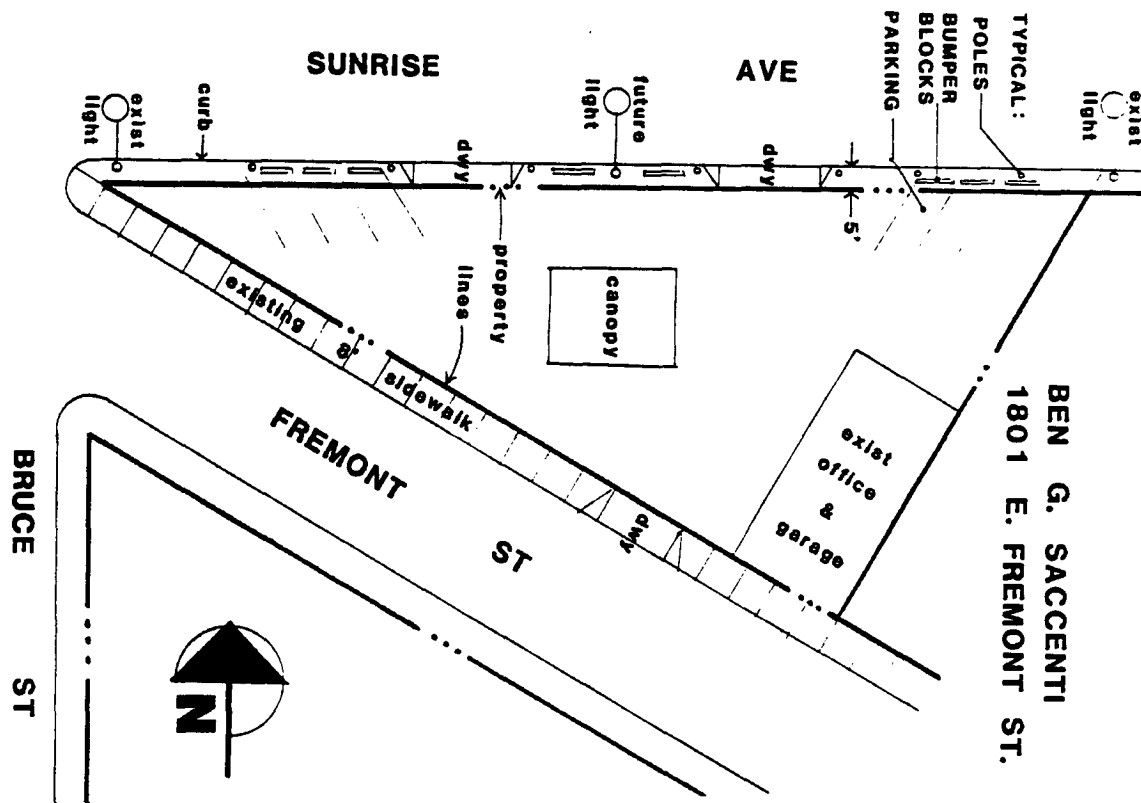
To: The City Council
 Re: Community Planning and Development Agenda Item
 July 5, 1984 City Council Agenda

X.

D. 3. ENCROACHMENT AGREEMENT AND REVIEW OF CONDITIONS FOR V-77-82 -
 BEN G. SACCENTI

The request involves two items, one that an extension be granted on an encroachment into the right-of-way beyond the one-year time limit and the other is to waive the installation of sidewalk and street lighting on Sunrise Avenue on property located at 1801 E. Fremont Street. The use at this location is a used car lot and later a garage was allowed by means of a variance in the C-2 zone. When the variance was approved, it was noted there were a number of steel posts and bumper blocks located in the right-of-way on Sunrise Avenue that are used to hold flags and lights for the used car lot operation. The variance was approved with a condition that an encroachment permit be obtained and that he install the sidewalk and street lighting. The applicant applied for the encroachment which was granted for a one year time limit because he had just purchased the property and needed additional time to make these improvements. He now indicates it is still not financially feasible for him to install the street improvements and he would like to have these requirements waived. Also, he is requesting he be granted a permanent encroachment on the steel posts and bumper blocks. He also indicates if he is required to install the sidewalk and street lighting he will give up the variance for the garage because he is able to conduct minor auto repairs as a permitted use and the garage operation only permits him to do the major auto repairs. This is an option he can exercise, however, the matter of encroachment still needs to be addressed with the existing uses on the property. Staff feels the removal of the encroachments and installation of the required improvements are necessary but would be receptive to granting additional time such as one year for removal of the encroachments and installing the sidewalk and street lighting within two years. If the improvements are not required now or in the immediate future, this use may continue indefinitely and improvements will never be installed.

STAFF RECOMMENDATION: APPROVAL - With a one year extension to remove the encroachments and install the street lighting and sidewalks on Sunrise within two years.



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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:15

E. EXTENSION OF TIME

1. Z-24-81 - RICHARD PLASTER AND ERNEST A. BECKER, JR.

Extension of Time on property generally located on the northeast corner of Alexander Road and Tenaya Way, N-U Zone (under Resolution of Intent to R-PD9, R-PD18 and C-1).

Planning Commission unanimously recommends APPROVAL, subject to the following conditions:

1. Extension of Time shall expire July 6, 1985.
2. Conformance to all ordinance amendments enacted subsequent to the original approval.

Staff Recommendation: APPROVAL

Lurie -
APPROVED, subject
to conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM

mp Core

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

E. 1. EXTENSION OF TIME - Z-24-81 - RICHARD PLASTER AND ERNEST A. BECKER, JR.

This is the third request for an extension of time for this proposed R-PD9, R-PD18 and C-1 zoning. The applicants indicate construction would be starting on the R-PD9 portion in the coming year.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

STAFF RECOMMENDATION: APPROVAL - Subject to a one-year time limit.

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0296

City of Las Vegas July 5, 1984CITY COUNCIL
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2:15

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)F. REVIEW OF CONDITION1. Z-5-69 - LOUDERMILK INVESTMENTS

Review of Condition to delete Condition #1
pertaining to the screening requirements
for the office building on property
generally located southwest of Westcliff
Drive and Rainbow Boulevard, C-1 Zone.

Planning Commission unanimously recommends
APPROVAL, subject to the following condition:

1. Condition #1 of the January 12, 1981
City Council action be deleted.

Staff Recommendation: APPROVAL

Lurie -
APPROVED as recom-
mended.
Unanimous

Clerk to notify
and Planning to
proceed.

Michael Loudermil
appeared.

APPROVED AGENDA ITEM

mp Cor

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

F. 1. REVIEW OF CONDITIONS - Z-5-69 - LOUDERMILK INVESTMENTS

This item involves a request to change a condition on the zoning action that required screening on the windows along the west side of the proposed two-story office building. The condition was included because there are single family homes abutting this development to the west. At the meeting, the applicant pointed out the office building would be 4' lower in grade level than the single family properties to the west and with the 6' block wall existing along the rear property line of the homes, there would be adequate privacy in the rear yards of the R-1 properties. Further, a dense row of oleanders has been planted along the wall which will extend well above the fence as they presently exist further north on this site to the rear of the shopping center. It was felt by the Planning Commission there would be sufficient privacy for the residents without the screening on the windows. The applicant stated it is difficult to lease office space without having adequate window area.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Council Action

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X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:16

G. PLOT PLAN REVIEW1. Z-43-83 - BILLY SLOAT

Plot Plan Review on property generally located on the south side of Vegas Drive, 105' east of Cherokee Lane, R-1 Zone (under Resolution of Intent to R-PD8).

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. Condition #2 of the resolution is hereby amended to read "Conformance to the plot plan and elevations amended to enhance the aesthetic design on the buildings along Vegas Drive as required by the Department of Community Planning and Development".

Staff Recommendation: APPROVAL

Levy -
APPROVED as recom-
mended.
Unanimous

Clerk to notify
and Planning to
proceed.

APPROVED AGENDA ITEM

MP Core

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

G. 1. PLOT PLAN REVIEW - Z-43-83 - BILLY SLOAT

The request involves a plot plan review for some minor change to the location of the proposed two-story condominium structures and a major change to the building elevations on property located south of Vegas Drive approximately 105' east of Cherokee. The aesthetics of the buildings needed enhancing which the applicant agreed to at the Planning Commission meeting. Since the meeting, the applicant has submitted a plan which improves the appearance of the buildings.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

AGENDA

CITY COUNCIL MINUTES - JULY 5, 1984

0300

City of Las Vegas

July 5, 1984

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COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

H. ZONE CHANGES

2:16

1. Z-33-84 - NICK PANDELIS

Reclassification of property located at
824 Shadow Lane.

From: R-E (Residence Estates)

To: P-R (Professional Offices & Parking)

Proposed Use: Patron and Employee Parking
for Proposed Office
Development

Lurie -
APPROVED, subject
to conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

No one appeared
in opposition.

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
2. Install sidewalk on Shadow Lane as
required by the Department of Engineering
Services.

Staff Recommendation: APPROVAL

PROTESTS: 0

APPROVED AGENDA

mp Carr

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 5, 1984 City Council Agenda

X.

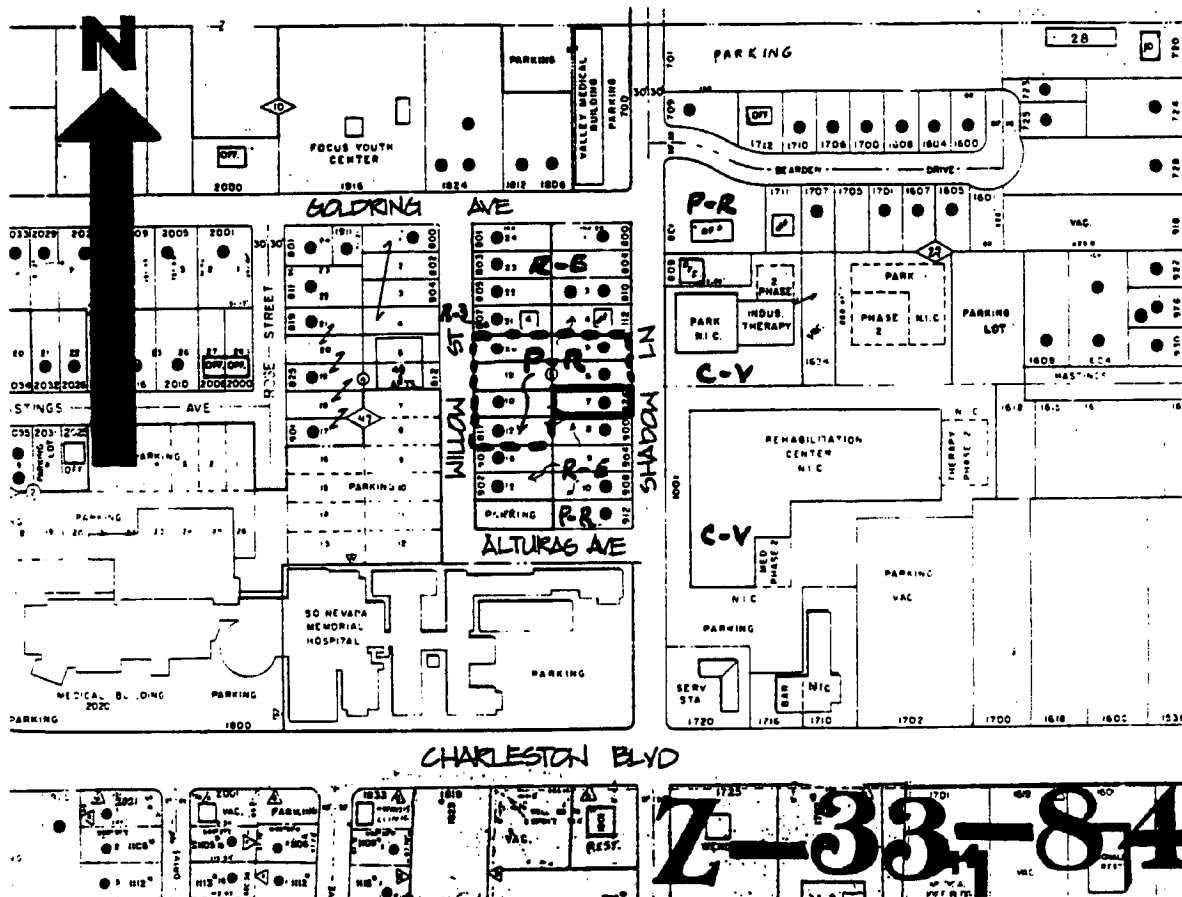
H. 1. ZONE CHANGE - Z-33-84 - NICK PANDELIS

The request involves another lot the applicant is proposing to include as part of his proposed four-story office development on Shadow Lane. This property is located in the block just north of the Southern Nevada Memorial Hospital. The lot will be used for off-street parking.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA*City of Las Vegas* July 5, 1984CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

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PHONE 386-6011

ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:17

H. 2. Z-35-84 - BIVINS CONSTRUCTION CO., INC.

Reclassification of property generally
located on the west side of 11th Street
between Bonneville Avenue and Garces Avenue.

From: R-3 (Limited Multiple Residence)

To: P-R (Professional Offices & Parking)

Proposed Use: Offices

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
2. Install street lighting as required by
the Department of Engineering Services.

Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
APPROVED, subject
to conditions.
Motion carried with
Levy abstaining.

Clerk to notify
and Planning to
proceed.

No one appeared
in opposition.

APPROVED AGENDA ITEM

mp Core

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 5, 1984 City Council Agenda

X.

H. 2. ZONE CHANGE - Z-35-84 - BIVINS CONSTRUCTION CO., INC.

The request is to rezone this property from R-3 to P-R to convert the existing fourplex on the property to office use at 616 South 11th Street. The property to the south is owned by the applicant and has been used as an office by means of a variance for many years. At the south end of the block there is C-2 zoning which is developed. To the west an R-3 pattern is evolving and there is R-3 zoning to the north. To the northeast is R-4 and immediately east is C-2 that extends south to Charleston. There will be off-street parking off the alley and off 11th Street. The request is compatible with the zoning pattern in the area.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA

0304

City of Las Vegas July 5, 1984CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:17

H. 3. Z-36-84 - LAS VEGAS ROTARY CLUB

Reclassification of property generally located on the west side of Valley View Boulevard, 300' north of Charleston Boulevard.
 From: R-1 (Single Family Residence)
 To: C-1 (Limited Commercial)
 Proposed Use: Offices

Planning Commission unanimously recommends APPROVAL, subject to the following condition:

1. Resolution of Intent shall be restricted to a twelve (12) month time limit.

Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
 APPROVED, subject to the condition.
 Motion carried with Christensen abstaining.

Clerk to notify and Planning to proceed.

No one appeared in opposition.

APPROVED AGENDA ITEM

mp Coe

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 5, 1984 City Council Agenda

X.

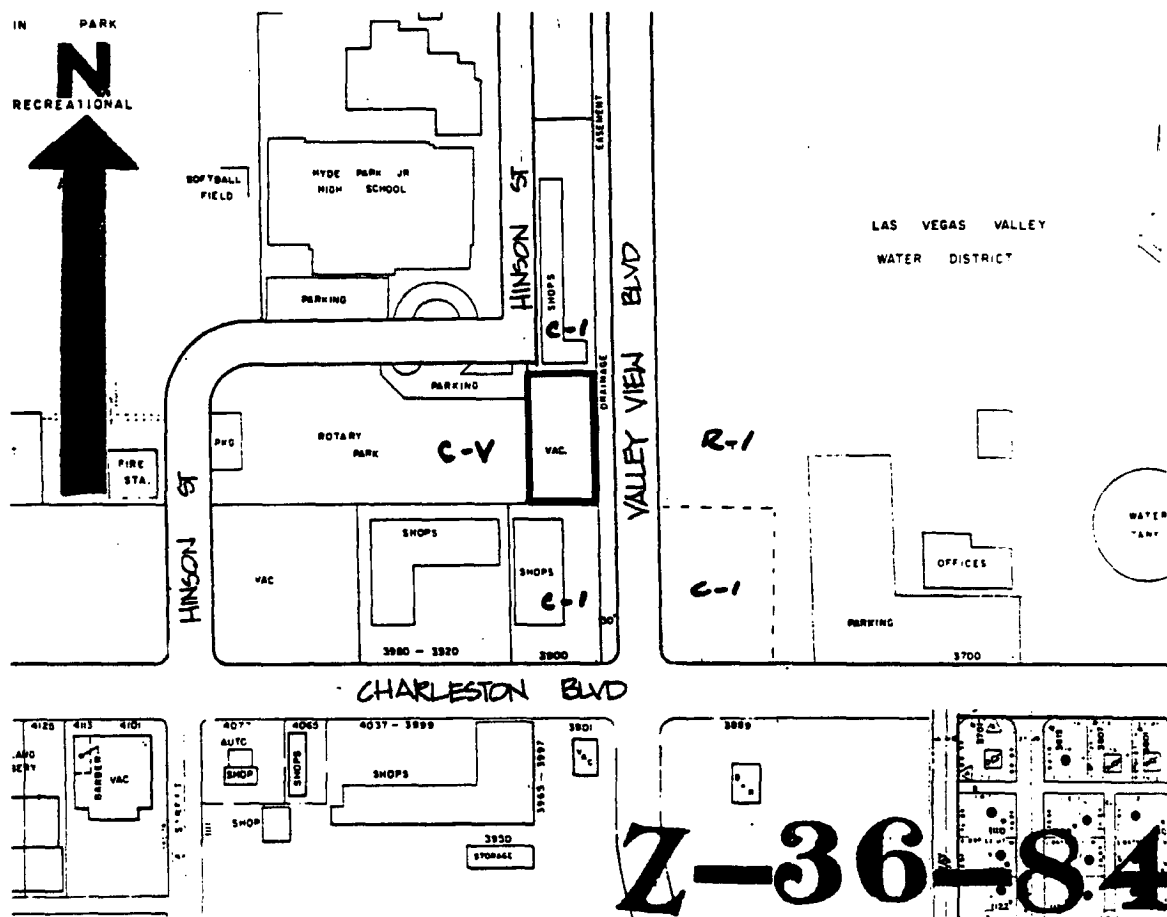
H. 3. ZONE CHANGE - Z-36-84 - LAS VEGAS ROTARY CLUB

The request is to rezone this parcel from R-1 to C-1 on the west side of Valley View Boulevard approximately 300' north of W. Charleston. There is C-1 existing to the north and south and the City-owned Rotary Park is to the west. To the east is the Las Vegas Valley Water District property. The plans indicate it will be an attractively designed one-story building with the center portion two stories. The C-1 zoning is compatible with the zoning pattern along Valley View.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA

CITY COUNCIL MINUTES - JULY 5, 1984

0306

City of Las Vegas July 5, 1984

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

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT (CONTINUED)

2:18

H. 4. Z-37-84 - THOMAS T. BEAM

Reclassification of property generally located on the north side of Westcliff Drive between Tenaya Way and Rainbow Boulevard.

From: N-U (Non-Urban)

To: R-CL (Single Family Compact Lot)

Proposed Use: Medium Low Density Detached
Single Family Residences

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent shall be restricted to a twelve (12) month time limit.
2. Conformance to the site plan amended to provide a minimum 16' setback from the front property line to any proposed garages.
3. The five acre minimum site requirement is waived.
4. Dedicate 10' of right-of-way for Westcliff Drive as required by the Department of Engineering Services.
5. Install street improvements on Westcliff Drive as required by the Department of Engineering Services.

Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
APPROVED, subject
to conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

No one appeared
in opposition.

APPROVED AND RECORDED

MP Coe

To: The City Council
Re: Community Planning and Development Agenda Item
July 5, 1984 City Council Agenda

X.

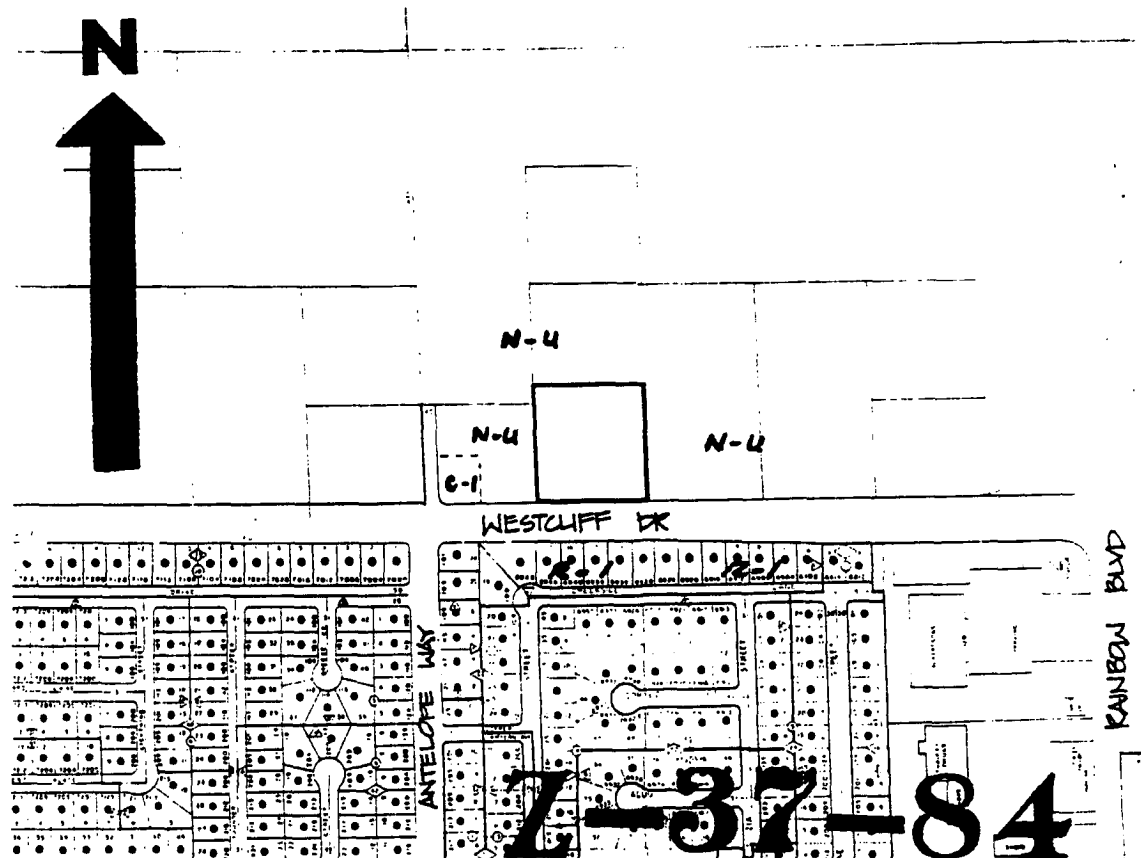
H. 4. ZONE CHANGE - Z-37-84 - THOMAS T. BEAM

The application is to rezone this two-acre parcel from N-U to R-CL for a single family development. The site is just east of the parcel where C-1 zoning was approved at Antelope and Westcliff for a convenience store. The applicant intends to construct one cul-de-sac on this site for models that will be used for his various developments to the north and west. There is R-1 development to the south which backs up to Westcliff and the area around this parcel on the north side of Westcliff is all vacant at the present time.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Compatible with the zoning pattern in the area.

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA

0308

City of Las Vegas July 5, 1984CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:18

H. 5. Z-38-84 - STAN KROLAK ON BEHALF OF
PROVIDENCE COLLEGE

Reclassification of property generally
located on the southwest corner of El Parque
Avenue and Hauk Street.

From: N-U (Non-Urban)

To: R-4 (Apartment Residence)

Proposed Use: High Density Residential
(Apartments)

Planning Commission recommends APPROVAL
(3-1 vote), subject to the following
conditions:

1. Application be amended to R-3.
2. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
3. Conformance to the plot plan amended to
reduce the number of units to an R-3
density.
4. Reduce the wall height in the required
front yard to 4' with the top 2' fifty-
percent open.
5. Dedicate 30' of right-of-way for El
Parque Avenue and Hauk Street and the
radius corner at El Parque Avenue and
Hauk Street as required by the Department
of Engineering Services.
6. Install street improvements on El Parque
and Hauk as required by the Department
of Engineering Services.

Staff Recommendation: APPROVAL

PROTESTS: 0

Lurie -
APPROVED, subject
to conditions.
Unanimous

Clerk to notify
and Planning to
proceed.

Stan Krolak,
2915 W. Charlesto
Blvd., appeared.

No one appeared
in opposition.

APPROVED AGENDA ITEM

MP Cool

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 5, 1984 City Council Agenda

X.

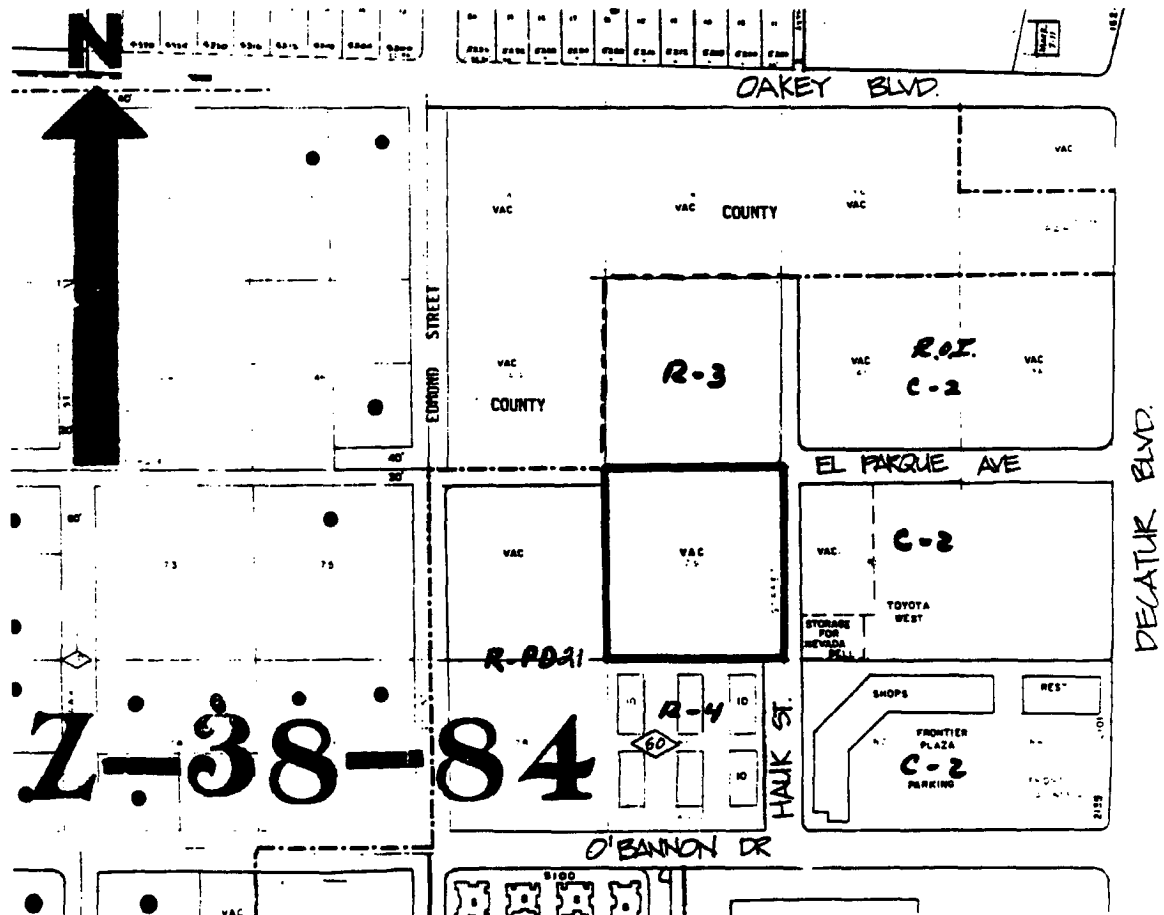
H. 5. ZONE CHANGE - Z-38-84 - STAN KRDLAK DN BEHALF DF PROVIDENCE COLLEGE

The request is to rezone this property from N-U to R-4 for a 6D-unit apartment complex at the southwest corner of El Parque Avenue and Hawk Street. There is C-2 zoning to the east that fronts on Decatur Boulevard and developed R-3 to the north. To the west an R-PD21 development has been approved by means of a Resolution of Intent and to the south is developed R-4 zoning that was zoned in the County and then annexed into the City. There was R-4 requested on the parcel to the north but that application was amended to R-3 on the basis that R-4 should only be allowed in the downtown portion of the City. The Planning Commission found the request for apartments in this area appropriate, however, it was felt the application should be amended to R-3 as required to the north. R-3 zoning would allow approximately 49 units. There will be ample parking and landscaping provided.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to the application being amended to R-3.

STAFF RECOMMENDATION: APPROVAL - Subject to the application being amended to R-3.

PROTESTS: 0



TRANSCRIPT - CITY COUNCIL MEETING - JULY 5, 1984 - 2:00 P.M. - PAGE 1
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT. ITEM H. 5. Z-38-84. STAN KROLAK ON BEHALF OF PROVIDENCE COLLEGE.

MAYOR BRIARE: Item H is a request by Stan Krolak for reclassification of property located on the southwest corner of El Parque and Hauk Street, from Non-Urban use to R-4. The Planning Commission's recommendation was for approval, subject to certain conditions. Staff recommendation was for approval. There were no protests.

COUNCILMAN LEVY: I think that condition of going to R-3 instead of R-4 is quite a jump. Are you going to be able to handle that, Mr. Krolak?

STAN KROLAK: My name is Stan Krolak, 2915 West Charleston Boulevard. I am appearing on behalf of the owners, who is Providence College. We would like to have R-4 density, sixty units, as requested. The reason for that is the fact that it appears that there should be a buffer zone. The buffer zone has been established already. You have R-2 on the north. You have R-3 directly to the north of us. Then directly to the south is R-4. I think that perhaps it would be, anyway on my part, the way I think it would be better planning if we do develop our property with the R-4 and instead of streamlining this transition zone.

COUNCILMAN LEVY: Can you handle R-3?

STAN KROLAK: No.

COUNCILMAN LURIE: They can handle R-3. We have R-3 all along there and anybody that wanted to come in and have an increase came in for a Use Permit or Variance to allow additional -- we don't approve R-4 anymore in the city.

STAN KROLAK: Am I to understand that you would approve R-3? Then we should come back for a Variance?

COUNCILMAN LURIE: No. I'm not saying that. Other people that have come in have come in not asking for R-3, but have come in for a Variance, Harold, is that what they -- ? The other piece down the street where we turned it down where they wanted to go from forty-nine to sixty units --

HAROLD FOSTER: They came in for R-4 and you amended it to R-3 just as recommended here.

COUNCILMAN LURIE: Was this condition placed in there -- on the R-3 the Planning Commission made that change from R-4 to R-3?

HAROLD FOSTER: Staff recommended it.

TRANSCRIPT - CITY COUNCIL MEETING - JULY 5, 1984 - 2:00 P.M. - PAGE 2
X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT. ITEM H. 5. Z-38-84. STAN
KROLAK ON BEHALF OF PROVIDENCE COLLEGE.

COUNCILMAN LURIE: R-3. I agree with staff. It's proper zoning for that area.
Mayor, if it's okay, I'D MOVE THAT WE APPROVE THE APPLICATION,
SUBJECT TO THE CONDITIONS.

MAYOR BRIARE: Comments by the Council? Cast your votes. Post. Motion is
APPROVED. You're approved, Mr. Krolak, in accordance with
the recommendations of the Planning Commission.

END OF EXCERPT

Voting was as follows:

"AYES" Briare, Christensen, Levy, Lurie and Nolen
"NOES" None

Motion for APPROVAL carried unanimously.

AGENDA

0312

City of Las Vegas July 5, 1984CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:20

H. 6. Z-40-84 - ARGIRIOS AND VASILIKI GIZAS

Reclassification of property generally
located at the southeast corner of Pecos
Road and Johnson Avenue.

From: R-1 (Single Family Residence)
To: R-3 (Limited Multiple Residence)
Proposed Use: Medium High Density
Residential (Apartments)

Planning Commission unanimously recommends
APPROVAL, subject to the following conditions:

1. Resolution of Intent shall be restricted
to a twelve (12) month time limit.
2. Conformance to the plot plan and
elevations amended to provide a full
mansard on the buildings and a 20' rear
yard setback unless a setback variance
is approved.
3. Dedicate a 15' property line radius
at Pecos Road and Johnson Avenue as
required by the Department of Engineering
Services.
4. Install street improvements on Pecos
Road and Johnson Avenue as required by
the Department of Engineering Services.

Staff Recommendation: APPROVAL

PROTESTS: 0

Levy -
APPROVED as recom-
mended.
Unanimous

Clerk to notify
and Planning to
proceed.

Argirios Gizas
was present.

No one appeared
in opposition.

APPROVED AGENDA ITEM

mp Core

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 5, 1984 City Council Agenda

X.

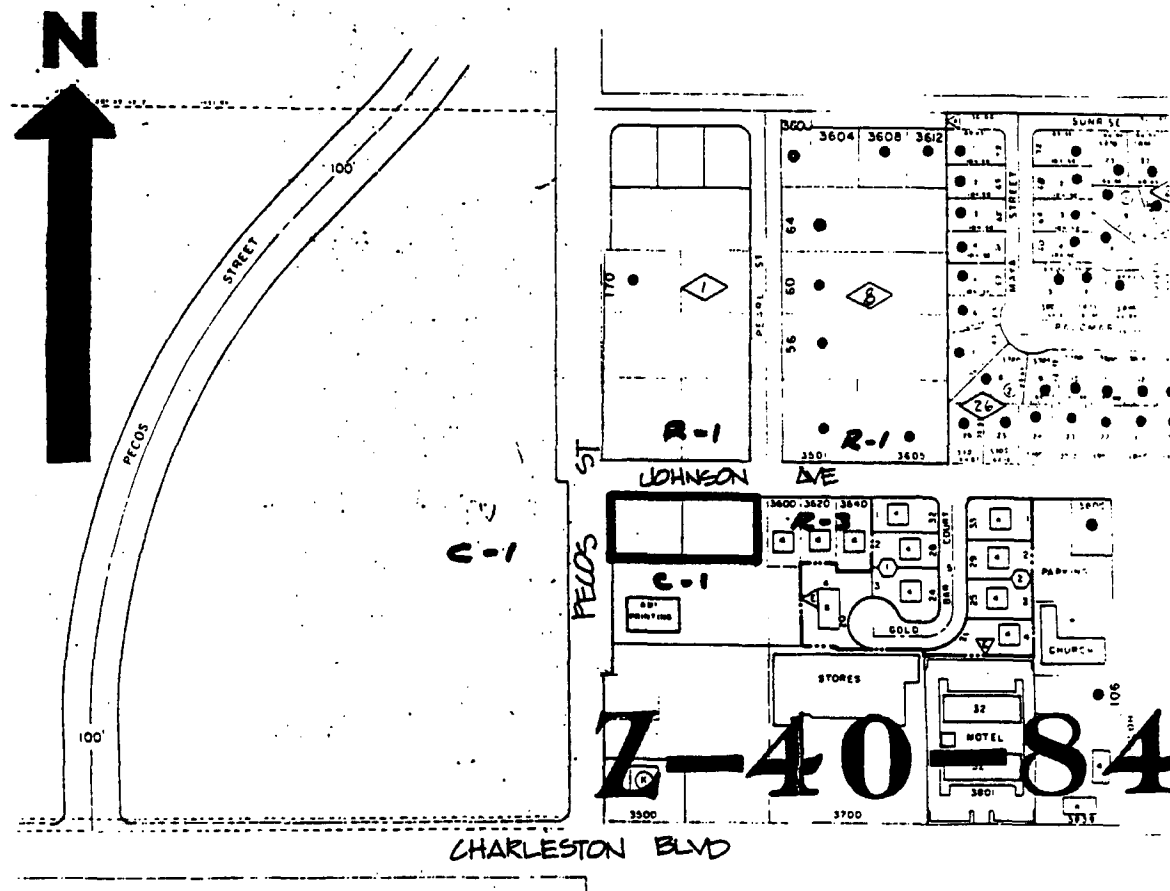
H. 6. ZONE CHANGE - Z-40-84 - ARGIRIOS AND VASILIKI GIZAS

The request is to rezone this property at the southeast corner of Pecos Road and Johnson Avenue from R-1 and R-3 to allow the zoning of 4 fourplexes. There is C-1 development to the south and R-3 exists to the east. Adequate off-street parking will be provided for this project. The plot plan indicates the proposed fourplexes will have a 5' rear setback where 20' is required and the applicants have applied for a variance on this setback reduction.

PLANNING COMMISSION RECOMMENDATION: APPROVAL

STAFF RECOMMENDATION: APPROVAL

PROTESTS: 0



AGENDA

0314

City of Las Vegas July 5, 1984CITY COUNCIL
COUNCIL CHAMBERS • 400 EAST STEWART AVENUE
PHONE 386-6011

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ITEM

Council Action

Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)

2:21

H. 7. Z-39-84 - DELL R. NIELSON AND
PENNY NIELSON

Reclassification of property generally located on the north side of Cory Place between Bartona Street on the west and Mohawk Street on the east.

From: R-1 (Single Family Residence)

To: R-CL (Single Family Compact Lot)

Proposed Use: Medium Low Density Detached
Single Family Residences

Planning Commission recommends APPROVAL
(3-0-1 vote), subject to the following conditions:

1. The application be amended to the west 165.5' of the north 200'.
2. Resolution of Intent shall be restricted to a twelve (12) month time limit.
3. Record a subdivision map.
4. R-1 setbacks be applicable to the front and rear setback on the R-CL portion.
5. The five acre minimum site requirement is waived.

Staff Recommendation: APPROVAL

PROTESTS: 3

Lurie -
APPROVED with a total of 11 lots comprising R-1 on Mohawk Street, R-1 on Cory Place and 4 lots on the R-CL, subject to all other conditions.
Unanimous

Clerk to notify and Planning to proceed.

Charles Brechler Brechler, Rice & Associates, appeared to represent the applicants.

Dell R. Nielson appeared.

No one appeared in opposition.

APPROVED AGENDA ITEM:

mp Coe

To: The City Council
 Re: Community Planning and Development Agenda Item
 July 5, 1984 City Council Agenda

X.

H. 7. ZONE CHANGE - Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

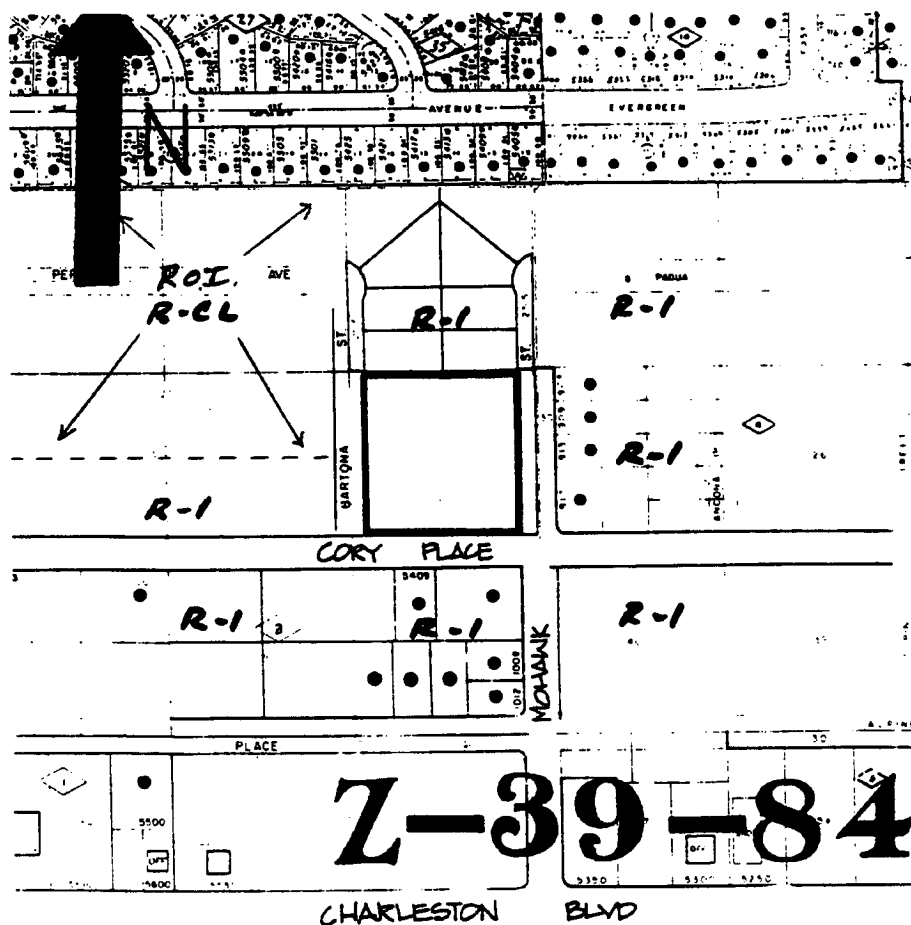
The request involves a two-acre parcel to be rezoned from R-1 to R-CL for a single family development. The property is located on the northwest corner of Cory Place and Mohawk Street which is immediately east of the 10-acre site that was approved for R-1 and R-CL.

That application to the west was amended to require a row of R-1 lots on the north side of Cory Place to be compatible with the R-1 development to the south. This same pattern is proposed on this site, however, there is developed R-1 to the east and R-1 should be maintained along the easterly side of this proposed project. At the Planning Commission meeting staff recommended that the application be amended to the northwest portion only to provide for a row of R-1 lots along the south and east sides that would reduce the total lots from 12 to 11. Since the Planning Commission meeting, the applicant has submitted a revised plot plan showing the 11 lot development. The R-CL zone requires a 5 acre minimum site and the Planning Commission felt a waiver on this 2 acre site was justified because R-CL was approved immediately to the west. All of the proposed homes in this development will be in excess of 1,200 square feet, excluding the garage. There were several protestants at the meeting that appeared to be satisfied with this proposal as long as R-1 lots would be required along Cory and Mohawk.

PLANNING COMMISSION RECOMMENDATION: APPROVAL - Subject to amending the application to the northwest portion only.

STAFF RECOMMENDATION: APPROVAL - Subject to R-CL on the northwest portion only.

PROTESTS: 3 - 2 Persons spoke at the Planning Commission meeting
 1 Letter



EXCERPT - CITY COUNCIL MEETING - JULY 5, 1984
X. COMMUNITY PLANNING & DEVELOPMENT
H. Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

PAGE 1

MAYOR BRIARE: Item 7 is Z-39-84, Dell Nielson and Penny Nielson for reclassification of property generally located on the north side of Cory Place between Bartona Street on the west and Mohawk Street on the east to change from R-1 to Single-Family Compact Lot, but the proposed use is a medium low density detached single-family residence. Planning Commission recommendation was for approval, subject to certain conditions. Staff's recommendation was for approval. However, on this one there were three protests.

COUNCILMAN LURIE: Harold, Mayor, Harold, is that the new plot plan that was approved?

HAROLD FOSTER: Yes, with 11 lots.

COUNCILMAN LURIE: With 11 lots.

COUNCILMAN LEVY: There's 12 of them, count them.

HAROLD FOSTER: So it's as recommended by the Planning Commission.

COUNCILMAN LEVY: There's 12 of them.

COUNCILMAN LURIE: I know there's 12 of them on that one, but my understanding was the new plot plan was submitted with 11 lots.

HAROLD FOSTER: Well there's 11 lots on this.

COUNCILMAN LEVY: No, there's 12.

CHUCK BRECHLER: There's 12 there.

COUNCILMAN LURIE: You've got to take out one of those R-CL's to make it 11.

HAROLD FOSTER: Well, one was increased on the west side of the original plot plan.

COUNCILMAN LEVY: Decreased.

CHUCK BRECHLER: Yes.

HAROLD FOSTER: Didn't notice that.

CHUCK BRECHLER: The motion by the Planning Commission as I remember, Harold, was that it go to R-1 facing the R-1 residence to the east and that the west side of it continue as R-L, R-CL, I'm sorry. So we adjusted it to remain with the 12 lots and met with the recommendations of the Planning Commission.

EXCERPT - CITY COUNCIL MEETING - JULY 5, 1984
X. COMMUNITY PLANNING & DEVELOPMENT
H. Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

PAGE 2

- MAYOR BRIARE: We know who you are, Chuck, but the machine doesn't.
- CHUCK BRECHLER: I'm sorry. Chuck Brechler, Brechler, Rice and Associates, representing the owner.
- COUNCILMAN LURIE: I want Harold to check that out because that's not my understanding.
- COUNCILMAN CHRISTENSEN: In other words, in other words, what this does is this puts R-1 against R-1.
- CHUCK BRECHLER: Correct.
- HAROLD FOSTER: That's correct. On this plan, what they're doing is they're reducing lot sizes on the portion that's recommended for R-CL, which would be these. What's shown here is 5 lots. Now, it means a lot width of about 40 feet. You'll remember when the R-CL was approved to the west we wanted to get those lots closer to the R-1 size and they were, I think, initially they were 55. We asked that they be 60, but those were left at 55. Now these, if you allow the additional lot here, you're allowing a much smaller lot size than you are in the R-CL to the west.
- COUNCILMAN LEVY: I thought it says here that he came back with a plot plan with 11 lots?
- HAROLD FOSTER: I just missed it.
- COUNCILMAN LEVY: Oh, okay.
- HAROLD FOSTER: I thought this one -- when I saw the three over there and I quickly glanced and I thought we had a total of 11 and I just didn't notice it until now, but staff would recommend that there only be 4 lots so that the R-CL lots on this development be essentially the same as over here.
- COUNCILMAN LURIE: That's what was explained to me and that's what was sold to the people in the area.
- COUNCILMAN LEVY: And that's the recommendation --
- COUNCILMAN LURIE: And they were satisfied with that.
- DELL NIELSON: May I say something? I'm Dell Nielson the applicant here I believe. I have met with some of the people in the area and they have no objection to this plan here. I did this last Thursday or Friday and economically this makes it a lot more saleable package and palatable.

EXCERPT - CITY COUNCIL MEETING - JULY 5, 1984
X. COMMUNITY PLANNING & DEVELOPMENT
H. Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

PAGE 3

DELL NIELSON: There's a lot of off-sites involved here and there's also a lot of caliche in that area and we need the density.

COUNCILMAN LURIE: I know, Dell, but we're trying to develop this area so that it develops with the same pattern of other homes going in the area and when we dealt on the other ten acres, the other side, we worked all that out and I didn't think we were going to have any problem with this because when I met with Harold and discussed with him, it was understood that the R-CL lots facing R-CL were going to be the same width. Now, you're coming in and you're trying to change it. Now I talked to the people in the area and I explained to them what was taking place and they were satisfied with it, that's why you don't see them here today. If I'd a known that you were going to stick this in there and add another lot and try to sell it to us, I'd had a few people down to speak in opposition to it.

DELL NIELSON: I took the plan up there and talked to them last week, Ron, towards the end of the week and this is the plot that we brought in. I don't want to get into an argument.

COUNCILMAN LURIE: Do you want to hold it? Do you want to hold it then while I go back up and talk to them, for two weeks?

DELL NIELSON: No.

MAYOR BRAIRE: Gentlemen, are you here for something other than this? We're down to the bottom of the agenda. Were you here on this application?

COUNCILMAN LEVY: Actually, he's late.

COUNCILMAN LURIE: We turned you down already, Buzz.

COUNCILMAN LEVY: We turned you down.

COUNCILMAN LURIE: No. It'll be fine with me if you want to hold it for two weeks and let me go talk with them and --

DELL NIELSON: Do you want to do that?

CHUCK BRECHLER: Could we stand two weeks?

COUNCILMAN LEVY: Somebody's got to make a decision.

EXCERPT - CITY COUNCIL MEETING - JULY 5, 1984

X. COMMUNITY PLANNING & DEVELOPMENT

H. Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

PAGE 4

DELL NIELSON: It's alright with me, but the developer involved I'd like, you know --

MAYOR BRIARE: Have Mr. Nielson and Councilman Lurie been talking to the same people or different people?

COUNCILMAN LURIE: Well, I don't know.

DELL NIELSON: I think we're talking to the same people. I've talked to them since Ron has, I believe. I don't want to put you on a spot, but I went up there last Thursday evening and talked and it was satisfactory with them.

COUNCILMAN LURIE: You meet with Keith and with Nita Burrows and Harold?

DELL NIELSON: Yes.

MAYOR BRIARE: If we can handle it, let's handle it. Why prolong the agony, right, Chuck?

CHUCK BRECHLER: We just as soon the decision was made.

COUNCILMAN LURIE: Okay, then, I'll make a motion that we APPROVE the project with 11 lots, R-1 on Mohawk, R-1 on Cory Place and 4 lots on the R-CL, subject to all the other conditions.

MAYOR BRIARE: Now, is that the way the recommendation came to us?

HAROLD FOSTER: Yes.

CHUCK BRECHLER: Mr. Mayor, could we have Harold read the Planning Commission recommendation?

COUNCILMAN LEVY: We have it right here, Mr. Brechler.

CHUCK BRECHLER: I have not seen it, I'm sorry.

MAYOR BRIARE: What did you want, Chuck?

CHUCK BRECHLER: The recommendation from the Planning Commission.

MAYOR BRIARE: Oh, here, hand that to Mr. Brechler, will you please.

CHUCK BRECHLER: That's as I remember that there wasn't a restriction on the lot widths or the number of lots, just that it would meet the R-CL requirement.

COUNCILMAN LEVY: Well it seems that our planner here has told us what was said and I certainly --

EXCERPT - CITY COUNCIL MEETING - JULY 5, 1984
X. COMMUNITY PLANNING & DEVELOPMENT
H. Z-39-84 - DELL R. NIELSON AND PENNY NIELSON

PAGE 5

HAROLD FOSTER: Well, you see this revised map was submitted after the Planning Commission so there wasn't any discussion about a 40 foot lot size at the Planning Commission meeting because that was just submitted like a week ago and so what they're doing, is asking for a change from what was essentially submitted at the Planning Commission.

MAYOR BRIARE: Do we all know what it is that we're voting on?

COUNCILMAN LEVY: Yes.

MAYOR BRIARE: Okay. It's not exactly what you wanted, Mr. Nielson.

COUNCILMAN LEVY: If I vote "no" that means I'm voting down against the project.

MAYOR BRIARE: You can amend it to make 12 -- what is it the argument to be on 11? You could make a motion to amend it to 12. Of course, that would just --

COUNCILMAN LEVY: Then he -- then we'd have a problem. We have a motion on the floor.

MAYOR BRIARE: We have a motion on the floor. Are you ready for the vote?

COUNCILMAN LURIE: Ready.

MAYOR BRIARE: Cast your votes. Post. Motion's approved as the motion was made. (Motion carried unanimously.)

END OF EXCERPT

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ITEM Council Action Department Action

X. COMMUNITY PLANNING AND DEVELOPMENT DEPARTMENT
(CONTINUED)I. SET DATE FOR PUBLIC HEARING ON ANY ITEM
REQUIRING A PUBLIC HEARING THAT WAS ACTED
UPON BY THE CITY PLANNING COMMISSION AT
ITS JUNE 14, 1984 MEETING.

None

None

J. SET DATE ON ANY APPEALS FILED OR REQUIRED
PUBLIC HEARINGS FROM THE BOARD OF ZONING
ADJUSTMENT MEETING HELD JUNE 28, 1984.

None

None

Public Hearings set as a result
of this meeting are as follows:

2715 Austin, Dangerous Building

Annexation A-8-84

APPROVED AGENDA ITEM.

mp Carr

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ITEM	Council Action	Department Action
<u>XI. - ADDENDUM ITEMS</u>		
Addendum No. 1: IV.(a) Administrative Agenda, Ashley Hall, City Manager. Item F. Labor Agree- ment with Police Protective Association. See Page 9.	Lurie - APPROVED as recom- mended. Unanimous	Staff to proceed
IV.(a) Administrative Agenda, Ashley Hall, City Manager. Item G. Wage Proposal for Appointive Staff. See Page 9.	Lurie - APPROVED as recom- mended. Unanimous	Staff to proceed
APPROVED AGENDA ITEM <i>mp Coe</i>		

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XII. CITIZENS PARTICIPATION

Items raised under this portion of the Agenda cannot be acted upon by the City Council until the Notice provisions of the Open Meeting Law have been complied with. Therefore, action on such items will have to be considered at a later meeting.

None

None

MEETING ADJOURNED AT 2:30 P.M.

APPROVED AGENDA ITEM

mp Core